



MCE Board of Directors Meeting

Thursday, May 21, 2026

6:30 p.m.

1125 Tamalpais Avenue
San Rafael, CA 94901

2300 Clayton Road, Suite 1500
Concord, CA 94520

City Hall Committee Room
955 School Street
Napa, CA 94559
(City of Napa)

Public comments may be made in person or remotely via the details below.

Remote Public Meeting Participation

Video Conference: <https://t.ly/mlv5w>

Phone: Dial (669) 900-9128, Meeting ID: 890 0487 7785, Passcode: 525690

Materials related to this agenda are available for physical inspection at MCE's offices in San Rafael at 1125 Tamalpais Avenue, San Rafael, CA 94901 and in Concord at 2300 Clayton Road, Suite 1500, Concord, CA 94520.

DISABLED ACCOMMODATION: If you are a person with a disability who requires an accommodation or an alternative format, please contact MCE at (888) 632-3674 or ada-coordinator@mceCleanEnergy.org at least 72 hours before the meeting start time to ensure arrangements are made.

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

Agenda Page 1 of 2

1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)

Agenda Page 2 of 2

5. Consent Calendar (Discussion/Action)
 - C.1. Approval of 3.19.26 Meeting Minutes
 - C.2. Approval of 4.16.26 Meeting Minutes
 - C.3. Addition of Board Members to Committees
 - C.4. Board of Directors Voting Shares Update
 - C.5. Proposed Resolution No. 2026-02 Appointing Vice President of Internal Operations as Secretary
 6. Proposed Resolution No. 2026-03 Approving Credit Facility Extension (Discussion/Action)
 7. Update on Request for Proposals for Governance Assessment Services (Discussion)
 8. Board & Staff Matters (Discussion)
 9. Adjourn
-

Informational Reports

- I.1. Approved Contracts for Energy Update
- I.2. Legislative and Regulatory Updates
- I.3. Customer and Community Impact Update

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MCE BOARD MEETING MINUTES¹
Thursday, March 19, 2026
6:30 P.M.

Present: Liz Alessio, County of Napa and Four Napa Cities/Town (American Canyon, Calistoga, St. Helena, and Yountville)
Stephanie Andre, City of Larkspur
Dion Bailey, City of Hercules
Mark Belotz, Town of Danville
Kari Birdseye, City of Benicia
Monica Brown, County of Solano, left at 9:32 p.m.
Barbara Coler, Town of Fairfax, Acting Chair
Craig DeVinney, Alternate, City of Walnut Creek
Kevin Jacobs, City of Novato
C. William Kircher, Jr., Town of Ross
Belle La, Alternate, City of Pleasant Hill
Eduardo Martinez, City of Richmond
Aaron Meadows, City of Oakley
Laura Nakamura, City of Concord
Beth Painter, City of Napa
Max Perrey, City of Mill Valley
Mary Sackett, County of Marin
Manveer Sandhu, City of Fairfield, joined at 6:59 p.m., left at 8:18 p.m.
Graham Thiel, Town of Moraga, joined at 7:18 p.m.
Holti Thier, Town of Tiburon, left at 7:07 p.m.
Sridhar Verose, City of San Ramon
Sally Wilkinson, City of Belvedere
Brienne Zorn, City of Martinez

Absent: Eli Beckman, Town of Corte Madera
Jill Hoffman, City of Sausalito
Arlene Kobata, City of Pittsburg
Tarrell Kullaway, Town of San Anselmo
Maika Llorens Gulati, City of San Rafael
John McCormick, City of Lafayette
Devin Murphy, City of Pinole
Charles Palmares, City of Vallejo
Patricia Ponce, City of San Pablo
Shanelle Scales-Preston, County of Contra Costa
Carolyn Wysinger, City of El Cerrito

¹ Approval of the minutes is a general administrative matter. Action requires a majority vote of board members present for a motion to carry.

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Staff

& Others:

Jared Blanton, VP of Public Affairs
Kaladhar Bollampalli, Director of Power Systems and Analytics
Jessica Brooks, Lead Board Clerk and Executive Assistant
Vidhi Chawla, VP of Power Resources
Shuvo Chowdhury, VP of Technology & Analytics
Alice Havenar-Daughton, VP of Customer Programs
Vicken Kasarjian, Chief Operating Officer
Shaheen Khan, VP of Human Resources, Diversity, and Inclusion
Tanya Lomas, Board Clerk
Linda Lye, Senior Legal Counsel
Alexandra McGee, VP of Strategic Initiatives
Lindsay Meehan, Director of Human Resources
Catalina Murphy, General Counsel
Ashley Muth, Internal Operations Associate
Efren Oxlaj, Manager of Finance
Justine Parmelee, VP of Internal Operations
Zae Perrin, VP of Customer Operations
Enyonam Senyo-Mensah, Manager of Internal Operations
Dan Settlemyer, Internal Operations Associate
Maíra Strauss, Chief Financial Officer
Jamie Tuckey, Chief Customer Officer
Dawn Weisz, Chief Executive Officer

1. Roll Call

Acting Chair Coler called the regular meeting to order at 6:34 p.m. with quorum established by roll call.

2. Board Announcements (Discussion)

There were announcements from Acting Chair Coler, Director Alessio, and Director Brown.

3. Public Open Time (Discussion)

Acting Chair Coler opened the public comment period and there were no comments.

4. Report from Chief Executive Officer (Discussion)

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

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Acting Chair Coler opened the public comment period and there was a comment from member of the public, Nick Pappas.

5. Consent Calendar (Discussion/Action)²

- C.1 Approval of 2.19.26 Meeting Minutes
- C.2 Approval of 3.16.26 Special Meeting Minutes
- C.3 Technical Committee Recommendation Regarding Term Limits
- C.4 Resolution 2026-01 Creating Interim Advisory Committee for Energy Procurement Delegation Implementation

Director Belotz requested that item C.3 be pulled from the consent calendar for discussion. The Acting Chair accepted the request and moved item C.3 to be discussed after item 7.

Acting Chair Coler opened the public comment period and there were comments from members of the public, Nick Pappas and Jody Timms.

Action 1: It was M/S/C (Their/Bailey) **to approve Consent Calendar items C.1, C.2, and C.4.** Motion carried by roll call vote. 21-Yays 5-Nos. (Nos: Andre, Brown, Jacobs, Martinez, and Wilkinson. Absent: Beckman, Hoffman, Kircher Jr., Kobata, Kullaway, Llorens Gulati, McCormick, Murphy, Palmares, Ponce, Scales-Preston, and Wysinger).

Action 2: It was M/S/C (Their/Bailey) **to reject the recommendation of the Technical Committee to pause term limits for the Technical Committee Chair for one year and to appoint Director Murphy as Interim Chair.** Motion carried by roll call vote. 17-Yays 7-Nos. (Nos: Bailey, Birdseye, DeVinney, Meadows, Nakamura, Thiel, and Verose. Absent: Beckman, Brown, Hoffman, Kircher Jr., Kobata, Kullaway, Llorens Gulati, McCormick, Murphy, Palmares, Ponce, Scales-Preston, Thier, and Wysinger).

6. Fiscal Year 2026/27 Budget Approval Inclusive of Rate Reduction Effective, April 1, 2026 (Discussion/Action)³

Maíra Strauss, Chief Financial Officer, and Efren Oxlaj, Manager of Finance, introduced this item and addressed questions from Board members.

Acting Chair Coler opened the public comment period and there were comments from members of the public, Nick Pappas, Jody Timms, and Joe Barber.

² This item is a general administrative matter. Action requires a majority vote of board members present for a motion to carry.

³ This item is a general administrative matter and requires a majority vote of the full MCE Board for a motion to carry. The Operating Rules and Regulations specify that adoption of the budget is a general administrative matter that requires a majority vote of the full membership of the Board (Article VI, Section 2).

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Action 1: It was M/S (Nakamura/Sackett) **to approve the Fiscal Year 2026/27 proposed budgets inclusive of a 2.05-cent rate reduction effective April 1, 2026, and a temporary 0.62-cent rate credit running April-December 2026, and to increase the Communications Services budget by \$175,000 to avoid any decrease in local community and industry events and sponsorship opportunities.** Motion did not carry. 19-Yays 6-Nos. (Nos: Andre, Belotz, Jacobs, Martinez, Meadows, and Wilkinson. Absent: Beckman, Hoffman, Kobata, Kullaway, Llorens Gulati, McCormick, Murphy, Palmares, Ponce, Sandhu, Scales-Preston, Thier, and Wysinger).

Action 2: It was M/S (Coler/Alessio) **to approve the Fiscal Year 2026/27 proposed budgets inclusive of a 2.05-cent rate reduction effective April 1, 2026, and a temporary 0.62-cent rate credit running April-December 2026.** Motion did not carry. 13-Yays 12-Nos (Nos: Andre, Bailey, Belotz, DeVinney, Jacobs, La, Martinez, Meadows, Nakamura, Painter, Verose, Wilkinson. Absent: Beckman, Hoffman, Kobata, Kullaway, Llorens Gulati, McCormick, Murphy, Palmares, Ponce, Sandhu, Scales-Preston, Thier, and Wysinger).

Action 3: It was M/S/C (Nakamura/Alessio) **to approve the Fiscal Year 2026/27 proposed budgets inclusive of a 2.05-cent rate reduction effective April 1, 2026, and a temporary 0.62-cent rate credit running April-December 2026, and to increase the Communications Services budget by \$170,000 to avoid any decrease in local community and industry events and sponsorship opportunities.** Motion carried by roll call vote. 20-Yays 5-Nos. (Nos: Andre, Belotz, Jacobs, Martinez, Wilkinson. Absent: Beckman, Hoffman, Kobata, Kullaway, Llorens Gulati, McCormick, Murphy, Palmares, Ponce, Sandhu, Scales-Preston, Thier, Wysinger).

Acting Chair Coler opened for a 5 minute break. Quorum re-established by roll call vote.

7. Draft MCE RFP Governance Assessment Services (Discussion/Action)⁴

Directors Sackett, Alessio, and Birdseye introduced this item and addressed questions from Board members.

Acting Chair Coler opened the public comment period and there was a comment from member of the public Jody Timms.

⁴ This item is a general administrative matter. Action requires a majority vote of board members present for a motion to carry.

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Action: It was M/S/C (La/Perrey) **to approve the MCE RFP for Governance Assessment Services.** Motion carried by unanimous roll call vote.
(Absent: Beckman, Hoffman, Kobata, Kullaway, Llorens Gulati, McCormick, Murphy, Palmares, Ponce, Sandhu, Scales-Preston, Thier, and Wysinger).

8. Board & Staff Matters (Discussion)

There were no comments.

9. Adjournment

Acting Chair Coler adjourned the meeting at 9:46 p.m. to the next scheduled Board Meeting on April 16, 2026.

Barbara Coler, Acting Chair

Attest:

Dawn Weisz, Secretary

DRAFT
MCE BOARD MEETING MINUTES¹
Thursday, April 16, 2026
6:30 P.M.

Present: Liz Alessio, County of Napa and Four Napa Cities/Town
(American Canyon, Calistoga, St. Helena, and Yountville)
Stephanie Andre, City of Larkspur
Dion Bailey, City of Hercules
Eli Beckman, Town of Corte Madera
Mark Belotz, Town of Danville
Barbara Coler, Town of Fairfax
Cindy Darling, City of Walnut Creek
Jill Hoffman, City of Sausalito
C. William Kircher, Jr., Town of Ross
Arlene Kobata, City of Pittsburg
Tarrell Kullaway, City of San Anselmo
Trevor Macenski, Alternate, City of Benicia
Eduardo Martinez, City of Richmond
John McCormick, City of Lafayette
Aaron Meadows, City of Oakley
Devin Murphy, City of Pinole
Laura Nakamura, City of Concord
Beth Painter, City of Napa
Charles Palmares, City of Vallejo
Max Perrey, City of Mill Valley
Jack Ryan, Alternate, Town of Tiburon
Mary Sackett, County of Marin
Shanelle Scales-Preston, County of Contra Costa, Chair
Amanda Szakats, City of Pleasant Hill
Graham Thiel, Town of Moraga, joined at 8:08 p.m.
Sridhar Verose, City of San Ramon
Sally Wilkinson, City of Belvedere
Brianne Zorn, City of Martinez

Absent: Monica Brown, County of Solano
Kevin Jacobs, City of Novato
Maika Llorens-Gulati, City of San Rafael
Patricia Ponce, City of San Pablo
Manveer Sandhu, City of Fairfield
Carolyn Wysinger, City of El Cerrito

¹ Approval of the minutes is a general administrative matter. Action requires a majority vote of board members present for a motion to carry.

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Staff

& Others:

Jared Blanton, VP of Public Affairs
Jessica Brooks, Lead Board Clerk and Executive Assistant
Vidhi Chawla, VP of Power Resources
CB Hall, Director of Power Resources
Vicken Kasarjian, Chief Operating Officer
Tanya Lomas, Board Clerk
Linda Lye, Senior Legal Counsel
Nathaniel Malcom, Senior Commercial Counsel
Alexandra McGee, VP of Strategic Initiatives
Lindsay Meehan, Director of Human Resources
Ashley Muth, Internal Operations Associate
Justine Parmelee, VP of Internal Operations
Zae Perrin, VP of Customer Operations
Enyonam Senyo-Mensah, Manager of Internal Operations
Dan Settlemyer, Internal Operations Associate
Jamie Tuckey, Chief Customer Officer
Andy Twilling, Power Procurement Manager
Dawn Weisz, Chief Executive Officer

1. Roll Call

Chair Scales-Preston called the regular meeting to order at 6:36p.m. with quorum established by roll call.

2. Board Announcements (Discussion)

There were comments from Directors Alessio, Coler, Sackett, Perrey, Bailey, and Szakats.

3. Public Open Time (Discussion)

Chair Scales-Preston opened the public comment period and there were comments from members of the public Lauren Rosenberger Hider, Julia Dowell, Jeremy, and Nick Pappas.

4. 2025 Charles F. McGlashan Advocacy Award Presentation (Discussion)

Kiara Donato, Community Development Manager, and Sebastian Conn, Principal Community Development Manager, presented the Charles F. McGlashan Advocacy Award to The Utility Reform Network, North Marin Community Services, Habitat for Humanity East Bay/Silicon Valley, and Benicia Community and Sustainability Commission.

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

Action: No Action Required.

5. Public Comment on Closed Session Matters

Chair Scales-Preston opened the public comment period and there were comments from members of the public Nick Pappas and Jody Timms.

Begin Closed Session

Chair Scales-Preston opened the closed session at 7:12 p.m.

6. Roll Call/Quorum

Chair Scales-Preston returned to open session at 8:41 p.m. and quorum was established by roll call.

The following report-out was provided from the closed session:

Action: It was M/S/C (Nakamura/Coler) to **grant legal counsel approval to defend MCE in any legal action related to a potential claim by Pattern Energy Management Services regarding the issues filed in its claim dated April 3, 2026.** Motion carried by roll call vote. 31-Yays 1-Abstain (Abstain: Andre. Absent: Brown, Jacobs, Llorens-Gulati, Ponce, Sandhu, Wysinger).

7. Report from Chief Executive Officer (Discussion)

Chair Scales-Preston deferred this item to a future Board of Directors Meeting.

8. Proposed Resolution 2026-02 Delegating Energy Procurement Authority (Discussion/Action)

Chair Scales-Preston adjusted the order of items and opened discussion.

Vidhi Chawla, VP of Power Resources, CB Hall, Director of Power Resources, and Andy Twilling, Power Procurement Manager, introduced this item and addressed questions from Board members.

Chair Scales-Preston opened the public comment period and there were comments from members of the public Alicia Minyen, Doug Kelly, Nick Pappas, Tim Frank, Dan Segedin, Jody Timms. and Chance Cutrano.

Action: No action was taken at this time.

9. Consent Calendar (Discussion/Action)

C.1 Approval of 3.19.26 Meeting Minutes

DRAFT

- C.2 Addition of Board Members to Committees
- C.3 Board of Directors Voting Shares Update

Action: Deferred to the next Board meeting.

11. Board & Staff Matters (Discussion)

Chair Scales-Preston deferred this item to a future Board of Directors Meeting.

12. Adjournment

Chair Scales-Preston adjourned the meeting at 10:02 p.m. to the next scheduled Board Meeting on May 21, 2026.

Shanelle Scales-Preston, Chair

Attest:

Dawn Weisz, Secretary



May 21, 2026

TO: MCE Board of Directors
FROM: Jesica Brooks, Executive Assistant and Lead Board Clerk
RE: Addition of Board Members to Committees (Agenda Item #05 C.3)
ATTACHMENTS: A. MCE Board Offices and Committee Rosters
B. Technical Committee Overview

Dear MCE Board Members:

Summary:

MCE Board Director and City of Martinez Councilmember, Brianne Zorn, is interested in joining the Technical Committee.

MCE Board Director and City of Lafayette, John McCormick is interested in joining the Interim Advisory Committee. Directors Barbara Coler, Town of Fairfax, and Mary Sackett, County of Marin, have resigned from the Interim Advisory Committee.

Fiscal Impacts:

None.

Recommendation:

Approve the 2026 Board & Committee membership as reflected in Attachment A: 2026 MCE Board Offices and Committee Rosters. ¹

¹ This item is a general administrative matter. Action requires a majority vote of board members present for a motion to carry.



2026 MCE Board Offices and Committee Rosters

BOARD OFFICES

Chair:	Shanelle Scales-Preston, County of Contra Costa
Vice Chair:	Cindy Darling, Walnut Creek
Treasurer:	Maira Strauss, MCE Chief Financial Officer
Secretary:	Dawn Weisz, MCE Chief Executive Officer

BOARD OFFICES SELECTION PROCESS

The Chair and Vice Chair offices are held for 1 year and there are no limits on the number of terms held by either Chair or Vice Chair.¹ The selection of these offices shall take place in or near December of each year.² The office of Treasurer is appointed by the Board via an approved resolution and may be a non-board member. The Treasurer appointment, along with the delegated authority, is held for 1 year and there are no limits on the number of terms held.³ Deputy Treasurers are appointed directly by the Treasurer each year. Once appointed by the Board, the Secretary shall continue to hold the office each year until the Secretary chooses to resign from the role or the Board decides to remove the individual from the Secretary position.⁴ The Secretary does not need to be a member of the Board. All officer appointments/selections by the Board require a majority vote of the full membership of the Board.⁵

EXECUTIVE COMMITTEE *(Updated 3.2.26)*

- | | |
|------------------------------|------------------------|
| 1. Barbara Coler, Chair | Town of Fairfax |
| 2. Cindy Darling, Vice Chair | City of Walnut Creek |
| 3. Stephanie Andre | City of Larkspur |
| 4. Kari Birdseye | City of Benicia |
| 5. Maika Llorens Gulati | City of San Rafael |
| 6. Devin Murphy | City of Pinole |
| 7. Laura Nakamura | City of Concord |
| 8. Beth Painter | City of Napa |
| 9. Max Perrey | City of Mill Valley |
| 10. Shanelle Scales-Preston | County of Contra Costa |
| 11. Sally Wilkinson | City of Belvedere |

¹ Section 4.13.1 of MCE Joint Powers Agreement.

² Article V, Section 1 of MCE’s Operating Rules and Regulations.

³ Article V, Section 1 of MCE’s Operating Rules and Regulations; California Government Code § 53607.

⁴ Article IV, Section 1(c) of MCE’s Operating Rules and Regulations.

⁵ Article VI, Section 2 of MCE’s Operating Rules and Regulations. At MCE’s current membership of 38 communities with appointed Directors, the vote needed is 20.

FINANCE COMMITTEE (Updated 3.26.26)

- | | |
|-------------------------------|--------------------------|
| 1. Liz Alessio, Chair | Napa County ⁶ |
| 2. John McCormick, Vice Chair | City of Lafayette |
| 3. Stephanie Andre | City of Larkspur |
| 4. Charles Palmares | City of Vallejo |
| 5. Sally Wilkinson | City of Belvedere |

TECHNICAL COMMITTEE (Updated 4.3.26)

- | | |
|------------------------------------|-----------------------|
| 1. Dion Bailey, Chair | City of Hercules |
| 2. Charles Palmares, Vice Chair | City of Vallejo |
| 3. Devin Murphy | City of Pinole |
| 4. Stephanie Andre | City of Larkspur |
| 5. John McCormick | City of Lafayette |
| 6. Amanda Szakats | City of Pleasant Hill |
| 7. Brianne Zorn, <i>interested</i> | City of Martinez |

2026 AD HOC CONTRACTS COMMITTEE (Updated 2.19.26)

- | | |
|------------------|----------------------|
| 1. Barbara Coler | Town of Fairfax |
| 2. Cindy Darling | City of Walnut Creek |
| 3. Devin Murphy | City of Pinole |

2026 INTERIM ADVISORY COMMITTEE (Updated 3.19.26)⁷

- | | |
|--------------------------------------|----------------------|
| 1. Barbara Coler, <i>outgoing</i> | Town of Fairfax |
| 2. Cindy Darling | City of Walnut Creek |
| 3. John McCormick, <i>interested</i> | City of Lafayette |
| 4. Devin Murphy | City of Pinole |
| 5. Mary Sackett, <i>outgoing</i> | County of Marin |

2026 AD HOC GOVERNANCE COMMITTEE (Updated 1.15.26)

- | | |
|----------------------------|----------------------------------|
| 1. Liz Alessio | Napa County and Four Napa Cities |
| 2. Kari Birdseye | City of Benicia |
| 3. Mary Sackett | County of Marin |
| 4. Shanelle Scales-Preston | Contra Costa County |

⁶ The Board approved a Finance Committee consisting of 5 to 7 Board representatives. If Director Alessio were to participate in her capacity as the delegate for four Napa Cities, the Finance Committee would effectively have 9 Board representatives, more than the 7 approved by the Board, and Director Alessio would constitute a quorum by herself, raising Brown Act compliance challenges. Given the current size of the Finance Committee, we construe the Board to have appointed Director Alessio to the Committee solely in her capacity as the MCE Board representative for Napa County.

⁷ Created by Resolution No. 2026-01.



MCE Technical Committee Overview

Scope

The scope of the MCE Technical Committee is to explore, discuss and provide direction or approval on issues related to electricity supply, distributed generation, greenhouse gas emissions, energy efficiency, procurement risk management and other topics of a technical nature.

Frequent topics include electricity generation technology and procurement, greenhouse gas accounting and reporting, energy efficiency programs and technology, energy storage technology, net energy metering tariff, local solar rebates, electric vehicle programs and technology, Feed-in Tariff activity and other local development, Light Green, Deep Green and Local Sol power content planning, long term integrated resource planning, regulatory compliance, MCE's Energy Risk Management Policy (ERMP), procurement risk oversight, and other activity related to the energy sector. The MCE Technical Committee reviews and discusses new technologies and potential application by MCE.

Authority

- Approval of and changes to MCE's Net Energy Metering Tariff
- Approval of and changes to MCE's Feed in Tariff
- Approval of annual greenhouse gas emissions level and related reporting
- Approval of MCE procurement pursuant to Resolution 2018-03 or its successor
- Approval of MCE procurement-related certifications and reporting, including the Power Content Label
- Approval of contracts with vendors for technical programs or services, energy efficiency program or services and procurement functions or services
- Approval of power purchase agreements
- Approval of adjustments to power supply product offerings
- Approval of the Integrated Resource Plan
- Receipt of reports from the Risk Oversight Committee (ROC) on at least a quarterly basis regarding the ROC's meetings, deliberations, and any other areas of concern
- Initiation of and oversight of a review of the implementation of the ERMP as necessary
- Approval of substantive changes to MCE's Energy Risk Management Policy (ERMP), including periodic review of the ERPM and periodic review of ERPM implementation

Committee Member Selection Process

MCE strives to assemble a Technical Committee comprised of at least one county representative and one city/town representative from each county in the MCE service area. Available seats on the Technical Committee are therefore first offered to any interested and applicable Board member whose county is not yet represented by one county and one city/town member. Interested members can be added at a meeting of the Board when it is included in the agenda.

The Technical Committee selects its own chair for a term of one year. The Technical Committee Chair is limited to two one-year terms.

Current Meeting Schedule

First Friday of each month at 10:00 am



May 21, 2026

TO: MCE Board of Directors
FROM: Catalina Murphy, General Counsel
RE: Board of Directors Voting Shares Update (Agenda Item # 05 C.4)
ATTACHMENTS: A. MCE Joint Powers Agreement
B. Exhibit C to the MCE Joint Powers Agreement: Annual Energy Use
C. Exhibit D to the MCE Joint Powers Agreement: Voting Shares

Dear Board Members:

Summary:

The MCE Joint Powers Agreement (“JPA”), attached hereto as Attachment A, provides for two types of voting methods. “General administrative matters” are to be decided with each member community having one vote. Matters “related to the CCA Program” are decided by the “voting shares” method, consisting of a vote of Directors and by voting shares based on proportionate energy usage. MCE’s voting shares are to be updated annually, as per Section 4.9.2.2 of the JPA, to reflect changes in MCE’s total annual energy as well as changes and/or additions to MCE’s member communities. The purpose of this item is to update voting shares based on the most current data available.

Background:

MCE voting shares are determined via a two-step process, which considers the following factors: 1) the current number of MCE member communities (Section 4.9.2.1 of the JPA); and 2) the annual energy use of each member community relative to MCE’s total annual energy, which is the sum of all member communities’ annual energy use (Section 4.9.2.2 of the JPA). Each factor is expressed as a ratio with a weight of 50% ascribed.

The first factor (total number of MCE member communities) results in an equal voting share for each MCE member community: this fractional voting share is currently 1.32% for each MCE member community, derived through the following calculation: $1/38 * 50\% = 1.32\%$. The second factor is derived by determining the ratio of each member community’s annual energy use to MCE’s total annual energy; the resultant ratio is also multiplied by 50%. For example, if annual energy use within the unincorporated County of Napa is 277 GWh and MCE’s total annual energy is 5,544 GWh, the County of Napa’s load-related voting share is 2.50%: $277/5,544 * 50\% = 2.50\%$. As a result, the County of Napa’s total MCE voting share would be 3.82% ($2.50\% + 1.32\%$). The voting share will vary by community.

At this time, MCE has the necessary data to update its total annual energy, the annual energy use of each member community, and the voting shares calculation. Accordingly, MCE has prepared revised Exhibits C and D to the JPA, which reflect the results of these updated calculations. Exhibit C displays each member community's annual energy use as well as MCE's total annual energy. Exhibit D displays key elements of MCE's voting shares calculations, consistent with Sections 4.9.2.1 and 4.9.2.2 of the JPA, and reflects the voting share attributable to each member community.¹

Pursuant to Section 4.9.2.2 of the JPA, Exhibit C is to be adjusted annually to properly update the voting shares. As per Section 4.9.2.3 of the JPA, Exhibit D may be updated to reflect revised annual energy use amounts and any changes in the parties to the JPA without amending the JPA, provided the Board is given a copy of the updated Exhibit D. Therefore, MCE staff is providing a copy of the updated Exhibit D which reflects the revised and updated voting shares of the current MCE member communities. The updated Exhibits C and D referenced in this staff report will replace the existing Exhibits C and D within the JPA.

Fiscal Impacts:

None.

Recommendation:

Accept the updated Exhibit C and Exhibit D to the MCE Joint Powers Agreement.²

¹ As the City of Hercules launched service in April 2025, we do not yet have a full calendar year of MCE-specific meter data associated with Hercules. This update therefore relies on the most recent data from PG&E, which is the usage data for the expansion analysis that resulted in the addition of Hercules. This approach is consistent with prior voting shares updates when new communities were added. For example, the 2023 voting shares update relied on 2020 data for Fairfield (see item 5.C.3 of the [June 15, 2023 Board packet](#)). The 2027 voting shares update will rely on 2026 MCE-specific meter data for all communities, including Hercules.

² This item is a general administrative matter. Action requires a majority vote of board members present for a motion to carry.

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

Effective December 19, 2008

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

Among the Following Parties:

City of American Canyon

City of Belvedere

City of Benicia

City of Calistoga

City of Concord

Town of Corte Madera

Town of Danville

City of El Cerrito

Town of Fairfax

City of Fairfield

City of Hercules

City of Lafayette

City of Larkspur

City of Martinez

Town of Moraga

City of Mill Valley

City of Napa

City of Novato

City of Oakley

City of Pinole

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

MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT

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

RECITALS

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

AGREEMENT

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

ARTICLE 1 CONTRACT DOCUMENTS

- 1.1 **Definitions.** Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.
- 1.2 **Documents Included.** This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

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

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

ARTICLE 2 FORMATION OF MARIN ENERGY AUTHORITY

- 2.1 **Effective Date and Term.** This Agreement shall become effective and Marin Energy Authority shall exist as a separate public agency on the date this Agreement is executed by at least two Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(10). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.4, subject to the rights of the Parties to withdraw from the Authority.
- 2.2 **Initial Participants.** During the first 180 days after the Effective Date, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(10) to the Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party and is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

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

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

ARTICLE 3 AUTHORITY PARTICIPATION

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

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

ARTICLE 4 GOVERNANCE AND INTERNAL ORGANIZATION

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

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

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

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

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

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

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

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

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

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

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

4.12 Meetings and Special Meetings of the Board.

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

4.13 Selection of Board Officers.

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

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

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

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

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

ARTICLE 5

IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

5.1 Preliminary Implementation of the CCA Program.

5.1.1 Enabling Ordinance. Except as otherwise provided by Section 3.1, prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(10) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

5.1.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.9.

5.1.3 Effect of Vote On Required Implementation Action. In the event that two or more Parties vote to approve Program Agreement 1 or any earlier action required for the implementation of the CCA Program (“Required Implementation Action”), but such vote is insufficient to approve the Required Implementation Action under Section 4.9, the following will occur:

5.1.3.1 The Parties voting against the Required Implementation Action shall no longer be a Party to this Agreement and this Agreement shall be terminated, without further notice, with respect to each of the Parties voting against the Required Implementation Action at the time this vote is final. The Board may take a provisional vote on a Required Implementation Action in order to initially determine the position of the Parties on the Required Implementation Action. A vote, specifically stated in the record of the Board meeting to be a provisional vote, shall not be considered a final vote with the consequences stated above. A Party who is terminated from this Agreement pursuant to this section shall be considered the same as a Party that voluntarily withdrew from the Agreement under Section 7.1.1.1.

5.1.3.2 After the termination of any Parties pursuant to Section 5.1.3.1, the remaining Parties to this Agreement shall be only the Parties who voted in favor of the Required Implementation Action.

5.1.4 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any

time in accordance with any applicable requirements of state law.

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

ARTICLE 6 FINANCIAL PROVISIONS

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

6.2 **Depository.**

6.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

6.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

6.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

6.3 **Budget and Recovery Costs.**

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

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

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

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

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

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

ARTICLE 7 WITHDRAWAL AND TERMINATION

7.1 Withdrawal.

7.1.1 General.

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

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

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

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

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

ARTICLE 9

SIGNATURE

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

By: Leon Garcia

Name: Leon Garcia

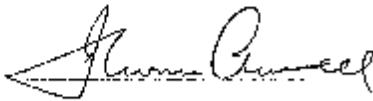
Title: Mayor

Date: 4.7.16

Party: City of American Canyon

**ARTICLE 9
SIGNATURE**

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

By: 

Name: Thomas Cromwell

Title: Mayor


Date: December 8, 2008

Party: City of Redwood

ARTICLE 9

SIGNATURE

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

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

APPROVED AS TO FORM

CITY ATTORNEY

ARTICLE 9

SIGNATURE

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


By: 
Name: Dylan Fark
Title: City Manager
Date: April 7, 2016

Party: City of Calistoga

ARTICLE 9

SIGNATURE

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

By: 

Name: Valerie J. Barode

Title: City Manager

Date: July 24, 2017

Party: City of Concord

**ARTICLE 9
SIGNATURE**

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

By: 

Name: Alexandra Cock

Title: Mayor

Date: December 6, 2011

Party: Town of Corte Madera

ATTEST


Christine Green, Town Clerk

ARTICLE 9

SIGNATURE

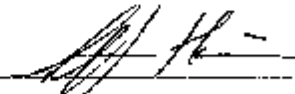
IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:  _____
Name: Joseph A. Calabriga _____
Title: Town Manager _____
Date: July 17, 2017 _____
Party: Town of Danville

ARTICLE 9

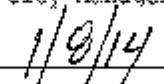
SIGNATURE

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

By:  _____

Name: Scott Eakin

Title: City Manager

Date:  _____

Party: City of El Cerrito

**ARTICLE 9
SIGNATURE**

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

By: David Weinsoff

Name: David Weinsoff

Title: Mayor

Date: 2.12.09

Party: Town of Fairfax

ARTICLE 9

SIGNATURE

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

By:  _____

PK Name: Sean P. Quinn

Title: Interim City Manager

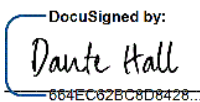
Date: 12/17/19

Party: City of Fairfield

ARTICLE 9

SIGNATURE

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

By:  _____
664EC625C8D6428...

Name: Dante Hall

Title: City Manager

Date: 10/20/2023

Party: City of Hercules

ARTICLE 9

SIGNATURE

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

By: 


Name: Mark Mitchell

Title: Mayor

Date: 3-14-16

Party: City of Lafayette

Attest:


Joanne Robbins, City Clerk

**ARTICLE 9
SIGNATURE**

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

By: 

Name: Larry Chu

Title: Mayor, Larkspur

Date: November 16, 2011

Party: CITY OF LARKSPUR

ARTICLE 9

SIGNATURE

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

By: 

Name: Brad Kilger

Title: City Manager

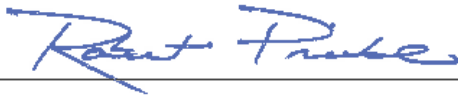
Date: 7/26/17

Party: City of Martinez

ARTICLE 9

SIGNATURE

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

By: 

Name: Robert Priebe


Title: Town Manager

Date: July 24, 2017

Party: Town of Moraga

**ARTICLE 9
SIGNATURE**

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

By: 

Name: Shawn E. Marshall

Title: Mayor

Date: December 2, 2008

Party: City of Mill Valley

ARTICLE 9

SIGNATURE

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

By:  _____

Name: Mike Parness

Title: City Manager

Date: 4-11-16

Party: City of Napa

**ARTICLE 9
SIGNATURE**

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

By: Madeline R. Kellner

Name: Madeline R. Kellner

Title: Mayor


Date: October 7, 2011

Party: City of Novato

ARTICLE 9

SIGNATURE

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

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

**ARTICLE 9
SIGNATURE**

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

By: Michelle Fitzer

Name: Michelle Fitzer

Title: City Manager

Date: 7/5/17

Party: City of Pinole

Approved as to form:

By: [Signature]

Name: Eric Casher


Title: City Attorney

Date: 7/5/17

ARTICLE 9

SIGNATURE

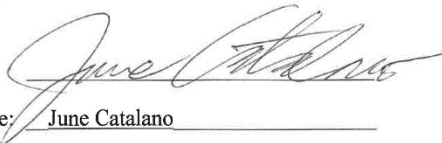
IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 
Name: Joe Sbranti
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: June Catalano

Title: City Manager

Date: June 19, 2019

Party: City of Pleasant Hill

ARTICLE 9

SIGNATURE

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

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

ARTICLE 9
SIGNATURE

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

By: 

Name: Carla Small

Title: Mayor

Date: 11/16/11

Party: Town of Ross

**ARTICLE 9
SIGNATURE**

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

By: 

Name: Peter Breen

Title: Mayor

Date: January 9, 2009

Party: Town of San Anselmo

ARTICLE 9

SIGNATURE

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

By: 

Name: Paul V. Morris

Title: Mayor, City of San Pablo

Date: SEPT. 16, 2014

Party: City of San Pablo

**ARTICLE 9
SIGNATURE**

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

By: Cyr N. Miller

Name: Cyr N. Miller

Title: Vice Mayor

Date: December 1, 2008

Party: CITY OF SAN RAFAEL

ARTICLE 9

SIGNATURE

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

By:  _____

Name: JOE GORTON

Title: CITY MANAGER

Date: 7/31/17

Party: City of San Ramon

ARTICLE 9
SIGNATURE

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

By: Amy Belser

Name: Amy Belser

Title: Mayor

Date: November 18, 2008

Party: City of Sausalito

Attest:

Lebbie Radjose
Deputy City Clerk

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

ARTICLE 9

SIGNATURE

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

By: Alan Galbraith
Name: Alan Galbraith
Title: Mayor
Date: 4/14/16

Party: City of St. Helena

**ARTICLE 9
SIGNATURE**

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

By:



Name: ALICE FREDERICKS

Title: MAYOR

Date: 2/10/09

Party: TOWN OF TIBURON

ARTICLE 9
SIGNATURE

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



By: Greg Nyhoff

Name:

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

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

Party: City of Vallejo

ARTICLE 9

SIGNATURE

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

By: Loella Haskeu

Name: LOELLA HASKEU

Title: MAYOR


Date: 4/13/16

Party: City of Walnut Creek

ARTICLE 9

SIGNATURE

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

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

ARTICLE 9

SIGNATURE

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

By:  _____

Name: Federal D. Glover

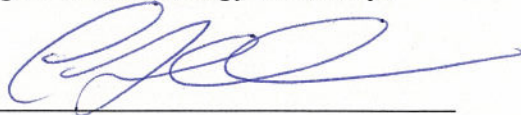
Title: Chair, Board of Supervisors

Date: August 1, 2017

Party: Contra Costa County

**ARTICLE 9
SIGNATURE**

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

By: 

Name: CHARLES F. MCGEASHAN

Title: PRESIDENT, BD OF SUPERVISORS

Date: NOVEMBER 18 2008

Party: COUNTY OF MARIN

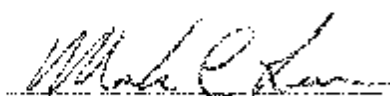
ARTICLE 9

Marin Clean Energy JPA Agreement

SIGNATURE

Amendment No. 8

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

By: 

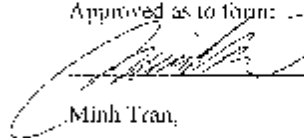
Name: Mark Luce,

Title: Chairman, Napa County Board of Supervisors

Date: 7/22/14

Party: Napa County

Approved as to form:

 Date 7/24/14

Minh Tran,

County Counsel

ARTICLE 9

SIGNATURE

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

By: 

Name: Birgitta E. Corsello

Title: County Administrator

Date: 9/26/18

Party: County of Solano

APPROVED AS TO FORM:


Solano County Counsel

Exhibit A

To the Joint Powers Agreement Marin Energy Authority

-Definitions-

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

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

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

“Agreement” means this Joint Powers Agreement.

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

“Authority” means the Marin Energy Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B

To the Joint Powers Agreement Marin Energy Authority

-List of the Parties-

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

Marin Clean Energy

- Annual Energy Use -

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

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

*2020 usage data as provided by PG&E.

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

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

Exhibit D
Marin Clean Energy
-Voting Shares-

This Exhibit D is effective as of April 17, 2025.

MCE Member Community	kWh (2024)	Section 4.9.2.1	Section 4.9.2.2	Voting Share
City of American Canyon	78,799,691	1.32%	0.67%	1.99%
City of Belvedere	8,263,706	1.32%	0.07%	1.39%
City of Benicia	92,321,260	1.32%	0.79%	2.10%
City of Calistoga	26,145,029	1.32%	0.22%	1.54%
City of Concord	454,574,920	1.32%	3.89%	5.20%
Town of Corte Madera	40,477,392	1.32%	0.35%	1.66%
County of Contra Costa	626,122,320	1.32%	5.35%	6.67%
Town of Danville	145,541,261	1.32%	1.24%	2.56%
City of El Cerrito	57,298,828	1.32%	0.49%	1.81%
Town of Fairfax	18,512,859	1.32%	0.16%	1.47%
City of Fairfield	430,102,219	1.32%	3.68%	4.99%
City of Hercules*	75,602,000	1.32%	0.65%	1.96%
City of Lafayette	93,553,376	1.32%	0.80%	2.12%
City of Larkspur	41,608,344	1.32%	0.36%	1.67%
City of Martinez	137,220,970	1.32%	1.17%	2.49%
City of Mill Valley	47,126,654	1.32%	0.40%	1.72%
County of Marin	227,581,619	1.32%	1.95%	3.26%
Town of Moraga	41,703,870	1.32%	0.36%	1.67%
City of Napa	270,336,225	1.32%	2.31%	3.63%
County of Napa	293,765,476	1.32%	2.51%	3.83%
City of Novato	189,067,082	1.32%	1.62%	2.93%
City of Oakley	111,950,201	1.32%	0.96%	2.27%

City of Pinole	55,986,348	1.32%	0.48%	1.79%
City of Pittsburg	231,467,002	1.32%	1.98%	3.29%
City of Pleasant Hill	129,045,362	1.32%	1.10%	2.42%
City of Richmond	388,830,214	1.32%	3.32%	4.64%
Town of Ross	10,348,374	1.32%	0.09%	1.40%
Town of San Anselmo	31,647,618	1.32%	0.27%	1.59%
City of San Ramon	261,710,750	1.32%	2.24%	3.55%
City of Saint Helena	44,644,990	1.32%	0.38%	1.70%
City of San Pablo	59,136,744	1.32%	0.51%	1.82%
City of San Rafael	216,854,604	1.32%	1.85%	3.17%
City of Sausalito	30,535,555	1.32%	0.26%	1.58%
County of Solano	169,023,155	1.32%	1.44%	2.76%
Town of Tiburon	28,407,490	1.32%	0.24%	1.56%
City of Vallejo	329,028,964	1.32%	2.81%	4.13%
City of Walnut Creek	325,236,881	1.32%	2.78%	4.10%
Town of Yountville	30,239,354	1.32%	0.26%	1.57%
MCE Total Energy Use	5,849,818,708	50.00%	50.00%	100.00%

* This is forecasted calendar year usage based on 2021 and 2022 averaged data as provided by PG&E. All other usage data reflects MCE customer billing records for 2024.

Exhibit C
Marin Clean Energy
-Annual Energy Use-

This Exhibit C is effective as of April 16, 2026.

MCE Member Community	kWh (2025)
City of American Canyon	83,568,506
City of Belvedere	8,257,616
City of Benicia	86,469,188
City of Calistoga	23,776,720
City of Concord	424,959,479
Town of Corte Madera	40,823,201
County of Contra Costa	586,400,883
Town of Danville	134,062,283
City of El Cerrito	56,087,605
Town of Fairfax	17,525,794
City of Fairfield	390,425,992
City of Hercules*	75,602,000
City of Lafayette	86,431,206
City of Larkspur	42,407,056
City of Martinez	128,143,843
City of Mill Valley	47,600,620
County of Marin	224,932,422
Town of Moraga	38,520,984
City of Napa	255,263,879
County of Napa	276,879,590

City of Novato	180,802,640
City of Oakley	100,859,111
City of Pinole	57,016,067
City of Pittsburg	210,229,112
City of Pleasant Hill	119,865,782
City of Richmond	412,122,557
Town of Ross	10,165,681
Town of San Anselmo	31,678,497
City of San Ramon	229,066,864
City of Saint Helena	39,363,093
City of San Pablo	57,815,554
City of San Rafael	203,744,250
City of Sausalito	31,217,645
County of Solano	160,722,034
Town of Tiburon	29,139,834
City of Vallejo	306,190,964
City of Walnut Creek	304,454,023
Town of Yountville	31,809,021
MCE Total Annual Energy Use	5,544,401,597

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

All other usage data reflects MCE customer billing records for 2025.

Exhibit D
Marin Clean Energy
-Voting Shares-

This Exhibit D is effective as of April 16, 2026.

MCE Member Community	kWh (2025)	Section 4.9.2.1	Section 4.9.2.2	Voting Share
City of American Canyon	83,568,506	1.32%	0.75%	2.07%
City of Belvedere	8,257,616	1.32%	0.07%	1.39%
City of Benicia	86,469,188	1.32%	0.78%	2.10%
City of Calistoga	23,776,720	1.32%	0.21%	1.53%
City of Concord	424,959,479	1.32%	3.83%	5.15%
Town of Corte Madera	40,823,201	1.32%	0.37%	1.68%
County of Contra Costa	586,400,883	1.32%	5.29%	6.60%
Town of Danville	134,062,283	1.32%	1.21%	2.52%
City of El Cerrito	56,087,605	1.32%	0.51%	1.82%
Town of Fairfax	17,525,794	1.32%	0.16%	1.47%
City of Fairfield	390,425,992	1.32%	3.52%	4.84%
City of Hercules*	75,602,000	1.32%	0.68%	2.00%
City of Lafayette	86,431,206	1.32%	0.78%	2.10%
City of Larkspur	42,407,056	1.32%	0.38%	1.70%
City of Martinez	128,143,843	1.32%	1.16%	2.47%
City of Mill Valley	47,600,620	1.32%	0.43%	1.75%
County of Marin	224,932,422	1.32%	2.03%	3.34%
Town of Moraga	38,520,984	1.32%	0.35%	1.66%
City of Napa	255,263,879	1.32%	2.30%	3.62%
County of Napa	276,879,590	1.32%	2.50%	3.81%
City of Novato	180,802,640	1.32%	1.63%	2.95%
City of Oakley	100,859,111	1.32%	0.91%	2.23%

City of Pinole	57,016,067	1.32%	0.51%	1.83%
City of Pittsburg	210,229,112	1.32%	1.90%	3.21%
City of Pleasant Hill	119,865,782	1.32%	1.08%	2.40%
City of Richmond	412,122,557	1.32%	3.72%	5.03%
Town of Ross	10,165,681	1.32%	0.09%	1.41%
Town of San Anselmo	31,678,497	1.32%	0.29%	1.60%
City of San Ramon	229,066,864	1.32%	2.07%	3.38%
City of Saint Helena	39,363,093	1.32%	0.35%	1.67%
City of San Pablo	57,815,554	1.32%	0.52%	1.84%
City of San Rafael	203,744,250	1.32%	1.84%	3.15%
City of Sausalito	31,217,645	1.32%	0.28%	1.60%
County of Solano	160,722,034	1.32%	1.45%	2.77%
Town of Tiburon	29,139,834	1.32%	0.26%	1.58%
City of Vallejo	306,190,964	1.32%	2.76%	4.08%
City of Walnut Creek	304,454,023	1.32%	2.75%	4.06%
Town of Yountville	31,809,021	1.32%	0.29%	1.60%
MCE Total Energy Use	5,544,401,597	50.00%	50.00%	100.00%

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

All other usage data reflects MCE customer billing records for 2025.



May 21, 2026

TO: MCE Board of Directors
FROM: Catalina Murphy, General Counsel
RE: Proposed Resolution No. 2026-02 Appointing Vice President of Internal Operations as Secretary (Agenda Item #05 C.5)
ATTACHMENT: Resolution 2026-02 Appointing Vice President of Internal Operations as Secretary

Dear Board Members:

Summary:

MCE has relied on Dawn Weisz, Chief Executive Officer, to serve as its Secretary in accordance with Section 4.13.2 of MCE’s Joint Powers Agreement (JPA), as amended, since being appointed as Secretary by your Board in September 2013. At this time, MCE believes the Vice President of Internal Operations, Justine Parmelee, has the requisite qualifications and experience to serve as the MCE Secretary.

1. Responsibilities and Duties of Secretary

Section 4.13.2 of the MCE JPA outlines that the Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

2. Authority to Appoint Officer

Section 4.13.2 of the MCE JPA provides that MCE may appoint one of its own officers or staff to serve as its Secretary.

3. Qualifications of Vice President of Internal Operations

MCE Vice President of Internal Operations, Justine Parmelee, possesses a wide range of experience that qualifies her to carry out the functions and duties of the Secretary as described above. Justine is an accomplished operations professional, with 10 years of dedicated service to MCE and serving MCE’s Board of Directors. She currently oversees the agency in the areas of Board operations, administrative support, office management, and information technology. Her duties include overseeing Board operations and the Board team, who prepare Board packets, minutes, and all records related to the Board. These duties uniquely qualify her to perform the functions and duties of the Secretary. Further, Justine brings outside experience, having served as a city commissioner and in officer capacity on non-profit boards.

Fiscal Impacts:

None.

Recommendation:

Approve Proposed Resolution No. 2026-02 Appointing Vice President of Internal Operations as Secretary.¹

¹ This item is an administrative matter as outlined in OR&R Article VI. Action requires a majority vote of the full membership of the Board for a motion to carry.

RESOLUTION 2026-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
MARIN CLEAN ENERGY APPOINTING VICE PRESIDENT OF INTERNAL
OPERATIONS AS SECRETARY**

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

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

WHEREAS, pursuant to Section 4.13.2 of MCE’s Joint Powers Agreement, as amended, November 16, 2023 (JPA), MCE may appoint an individual who need not be a member of the Board to the position of Secretary, and such person shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority; and

WHEREAS, Justine Parmelee, who currently serves as MCE’s Vice President of Internal Operations, and in that capacity oversees the MCE staff who keep the minutes of all meetings of the Board and all other official records of the Authority and is thus uniquely qualified to serve as Secretary and can perform the required functions and duties of Secretary.

NOW, THEREFORE, BE IT RESOLVED, by the MCE Board of Directors, as authorized by Section 4.13.2 of the MCE JPA, hereby replaces its current Secretary and appoints the Vice President of Internal Operations, Justine Parmelee, as Secretary of MCE, effective immediately upon the passage and adoption of this resolution, and, if this resolution is adopted by the MCE Board, she is hereby authorized to provide the attestation on this resolution.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on this 21st day of May, 2026, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
County of Marin				

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

CHAIR, MCE

Attest:

SECRETARY, MCE



May 21, 2026

TO: MCE Board of Directors

FROM: Maíra Strauss, Chief Financial Officer

RE: Proposed Resolution No. 2026-03 Approving Credit Facility Extension (Agenda Item #06)

ATTACHMENTS: A: Proposed Resolution No. 2026-03: Approving and Authorizing an Amendment to the Revolving Credit Agreement with Royal Bank of Canada
B: Draft Amended Revolving Credit Agreement with the Royal Bank of Canada
C: Montague DeRose Qualifications Summary

Dear Board Members:

Summary:

Due to the upcoming expiration of the current Revolving Credit Agreement with the Royal Bank of Canada (“RBC”) on May 24, 2026, staff recommends approval of an Amendment to our existing Credit Agreement. The Amendment would:

- extend the current credit agreement by one year, to May 21, 2027, to provide time for staff to survey the bank market to determine if there are more competitive credit facility options available to best meet MCE’s financial objectives.
- increase the RBC facility limit from \$60 million to \$80 million to address potential increases to the Financial Stability Reserve (FSR) requirement.

Staff expects to receive several proposals in an upcoming Request for Proposals (“RFP”) process given the long-term operating and financial success of MCE and stable Community Choice Aggregators (CCAs) in California.

On May 4, 2026, MCE’s Executive Committee voted to recommend Board approval of the proposed credit facility extension and credit limit increase (8 ayes, 0 nays, 2 abstains, 1 absent). On May 8, 2026, MCE’s Finance Committee voted unanimously to recommend Board approval of the proposed credit facility extension and credit limit increase.

Background:

MCE’s existing credit facility provides access to a \$60 million line of credit, which strengthens the agency’s liquidity position. Rating agencies count this committed credit line toward MCE’s days cash on hand calculations, helping to support and improve MCE’s credit ratings. The facility also gives MCE flexibility when working with counterparties by allowing the agency to post letters of credit in

lieu of cash collateral which preserves cash reserves. Similarly, it can be used to post a letter of credit to satisfy the Financial Stability Reserve (FSR) requirement. The FSR is required by the California Public Utilities Commission (CPUC) and is meant to ensure community choice aggregators (CCAs) can cover potential reentry fees if their customers involuntarily return to PG&E service. This requirement changes with market conditions and could increase to over \$70 million during calendar year 2026.

Overview of the Extension of the Current Credit Agreement:

MCE finance and legal staff, with support from MCE's municipal advisor, Montague DeRose and Associates ("MDA") and outside counsel, have negotiated an Amendment with RBC that would extend by one year the current agreement, extending the term through May 21, 2027, and increasing the limit from \$60 million to \$80 million. The proposed increased credit limit would provide MCE with additional flexibility should the FSR posting requirement materialize at the high end. Market volatility and the FSR's sensitivity to changes in market prices could mean a range from the minimum FSR amount up to over \$70 million for calendar year 2026.

The proposed Amendment is attached to this staff report (Attachment B).

Proposed Resolution 2026-03 (Attachment A) would approve the Amendment, authorize the Board Chair to execute the Amendment on MCE's behalf, and authorize Chief Operating Officer Vicken Kasarjian, Chief Financial Officer Maira Strauss, and General Counsel Catalina Murphy to deliver such certifications and other documents as required under the Amendment.

Overview of the Upcoming RFP Process and Bank Selection Criteria:

Staff intends to issue an RFP during the extension period, to promote competition, ensure robust due diligence, and uphold our fiduciary obligation to obtain the most advantageous terms for the agency. The process will inform selection of the optimal banking partners for a new credit facility. The RFP process would assist the Board with price transparency and provide an examination of the experience and qualifications of various providers. Previously, RBC was selected through a competitive RFP process issued on September 9, 2022, which solicited proposals for a general-purpose credit facility in a minimum amount of \$40 million and up to a maximum of \$60 million for a term of at least three years. The RFP was sent to fifteen banks who met a set of financial and environmental criteria developed internally and in coordination with MCE's municipal advisor, MDA.

In the upcoming RFP, the criteria for banks could include the following:

- Minimum net assets totaling \$25 billion.
- Long-term ratings at least equivalent to A2 and A from two nationally recognized credit rating agencies.
- Commitment to environmental sustainability.
- Other financial strength requirements.

After receiving the responses, Staff, along with its municipal advisor MDA, would analyze the providers' most recent financial statements to collect information on net assets, credit ratings, and overall financial strengths to select banks commensurate with MCE's strong financial standing. Due to MCE's stringent financial criteria, the list of responses could likely come from large multi-national banks.

Importantly, most of the banks expected to be on MCE's future RFP list are also actively engaged in financing the transition away from fossil fuels and greenhouse gas emitting industries. At the same time, several of these institutions have faced sanctions from states with significant oil, gas, and coal interests, such as Texas, Oklahoma, and West Virginia, due to their efforts to reduce or eliminate fossil fuel financing. Consequently, the universe of financial institutions that both meet MCE's stringent financial criteria and align with MCE's mission, while also demonstrating an interest in providing credit to the CCA industry, is particularly limited.

On or before September 30, 2026, MCE would assess the proposals received. Each proposal would be reviewed using an evaluation matrix that compares the product overview, fee schedules, and pricing. Consideration would also be given to the banks' responses to environmental sustainability commitments.

MCE Staff, with assistance from MCE's municipal advisor and outside counsel, would negotiate a new three-year Revolving Credit Agreement with the selected bank. The new agreement would replace MCE's Revolving Credit Agreement with RBC, which is scheduled to expire on May 24, 2026 and proposed to be extended to May 21, 2027. The future three-year agreement selected through the RFP process could increase the amount of the credit facility, allow MCE to borrow additional funds if needed, and permit the issuance of letters of credit to support power purchase contracts.

Fiscal Impact:

The annual cost of MCE's existing Revolving Credit Agreement is 0.33% of the facility limit, or \$264,000 based on the increased limit, representing the lowest credit facility fee MCE has incurred to date. Staff successfully negotiated the proposed increase in the facility from \$60 million to \$80 million with no associated fee rate increase. Additional costs would be incurred only if MCE borrows under the facility or issues letters of credit. The approved FY 2026/27 budget includes funding for the agreement under Non-Operating Expenses and provides sufficient capacity to accommodate the proposed one-year extension.

Recommendation:

Approve proposed Resolution 2026-03, approving a one-year extension of the current RBC credit facility, extending the term through May 21, 2027, and increasing the credit limit to \$80 million.¹

¹ This item is an administrative matter as outlined in OR&R Article VI. Action requires a majority vote of the full membership of the Board for a motion to carry.

RESOLUTION 2026-03

RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY AUTHORIZING AND APPROVING AN AMENDMENT TO ITS REVOLVING CREDIT AGREEMENT WITH ROYAL BANK OF CANADA AND DELEGATING AUTHORITY TO THE MARIN CLEAN ENERGY AUTHORIZED REPRESENTATIVES TO EXECUTE AND DELIVER SUCH AMENDMENT AND OTHER DOCUMENTS RELATED THERETO

WHEREAS, Marin Clean Energy (“MCE”) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented (the “Act”); and

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

WHEREAS, MCE is duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California, is duly authorized to transact business, having obtained all necessary filings, governmental licenses and approvals in the State of California, and has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage;

WHEREAS, MCE previously entered into that certain Revolving Credit Agreement, dated May 24, 2023, with Royal Bank of Canada (the “Royal Bank Credit Agreement”) for a Commitment (defined as a commitment of the Royal Bank of Canada to make loans to MCE) in the amount of \$60 million;

WHEREAS, the Royal Bank Credit Agreement expires on May 24, 2026;

WHEREAS, MCE now proposes to enter into a First Amendment to Revolving Credit Agreement, to be dated May 21, 2026 (the “Amendment”), amending the Royal Bank Credit Agreement to extend the Maturity Date thereof

to May 21, 2027 and to increase the Commitment under the Royal Bank Credit Agreement to \$80 million;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors as follows:

1. APPROVAL OF AMENDMENT. The Amendment is hereby authorized and approved, and the Chairperson of the MCE Board is authorized to execute and deliver the Amendment on MCE’s behalf and is hereby designated an Authorized Representative of MCE for purposes of the Amendment and Section 7.01 of the Royal Bank Credit Agreement;

2. ADDITIONAL AUTHORIZED REPRESENTATIVES. The following named individuals with the respective titles specified below (collectively referred to as “**Authorized Representatives**” and individually referred to as an “**Authorized Representative**”) are employed by MCE and are hereby designated Authorized Representatives of MCE for purposes of the Amendment and Section 7.01 of the Royal Bank Credit Agreement:

<u>NAMES</u>	<u>TITLES</u>
Vicken Kasarjian	Chief Operating Officer
Maira Strauss	Chief Financial Officer
Catalina Murphy	General Counsel

IT IS HEREBY FURTHER DETERMINED AND ORDERED This Resolution now stands of record on the books of the MCE, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

IT IS FURTHER DETERMINED AND ORDERED that this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on this 21st day of May, 2026, by the following vote:

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

City of Sausalito				
City of St. Helena				
Town of Tiburon				
City of Vallejo				
City of Walnut Creek				
Town of Yountville				

CHAIR, MCE

Attest:

SECRETARY, MCE

**FIRST AMENDMENT TO
REVOLVING CREDIT AGREEMENT**

Dated as of May 21, 2026

by and between

**MARIN CLEAN ENERGY,
as Borrower**

and

**ROYAL BANK OF CANADA,
as Lender**

**FIRST AMENDMENT TO
REVOLVING CREDIT AGREEMENT**

THIS **FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT** (this “*Amendment*”) effective as of May 21, 2026 (the “*Amendment Effective Date*”), is entered into by and between **MARIN CLEAN ENERGY**, a public agency formed under the provisions of the Joint Exercise of Powers Act of the State of California, Government Code Section 6500 et. seq. (together with its successors and assigns, the “*Borrower*”) and **ROYAL BANK OF CANADA** (together with its successors and assigns, the “*Lender*”).

WITNESSETH:

WHEREAS, the Borrower and the Lender are parties to a Revolving Credit Agreement dated as of May 24, 2023 (the “*Original Agreement*”); and

WHEREAS, pursuant to Section 7.01 of the Original Agreement, the Borrower and the Lender wish to amend the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

INTENTION OF PARTIES, AGREEMENT PROVISIONS

The Borrower and the Lender have entered into this Amendment pursuant to Section 7.01 of the Original Agreement to amend their rights and obligations set forth in the Original Agreement and agree that this Amendment does not constitute a novation of and in no way satisfies or refinances the debt evidenced by the Original Agreement. The terms of the Original Agreement, as amended by this Amendment (as so amended, the “*Agreement*”), shall govern the rights and obligations of the Borrower and the Lender in connection with the transactions contemplated by the Agreement to the extent provided therein. Capitalized terms used but not defined in this Amendment shall have the respective meanings assigned thereto in the Original Agreement.

ARTICLE II

AMENDMENTS

Section 2.01. Amendments to Section 1.01.

(a) Section 1.01 of the Original Agreement is hereby amended by amending and restating the following definitions in their entireties to read as follows:

“*Commitment*” means the commitment of the Lender to make Loans, as such commitment may be reduced from time to time pursuant to Section 2.06 or Section 6.02. The amount of the Commitment on the First Amendment Effective Date is \$80,000,000.

“*Maturity Date*” means May 21, 2027, or such later date to which the Maturity Date may be extended pursuant to Section 2.17 and, if any such date is not a Business Day, the next preceding Business Day.

(b) Section 1.01 of the Original Agreement is hereby amended by adding the following definition in its appropriate alphabetical order as follows:

“*First Amendment Effective Date*” means May 21, 2026.

“*2025 Audited Financial Statements*” means the statements of net position of the System on March 31, 2025, and March 31, 2024, the statements of revenues, expenses and changes in net position of the System for the years ended March 31, 2025, and March 31, 2024, and the statements of cash flows of the System for the years ended March 31, 2025, and March 31, 2024, together with an unqualified audit opinion of Baker Tilly US, LLP.

Section 2.02. Amendment to Section 3.01. Section 3.01 of the Original Agreement is hereby amended by amending and restating subsection (e) thereof in its entirety to read as follows:

(e) *No Material Adverse Effect.* Since the date of the 2025 Audited Financial Statements, (i) no event or circumstance shall have occurred that has had a Material Adverse Effect and (ii) to the best of its knowledge, no law, regulation, ruling or other action (or interpretation or administration thereof) of the United States, the State of California or any political subdivision or authority therein or thereof is in effect or has occurred, the effect of which would be to prevent the Lender from fulfilling its obligations under this Agreement or any Letter of Credit.

ARTICLE III

MISCELLANEOUS

Section 3.01. Full Force and Effect. The Original Agreement is hereby amended as of the Amendment Effective Date to the extent provided in this Amendment and, except as specifically provided herein, the Original Agreement shall remain in full force and effect in accordance with its terms.

Section 3.02. Governing Law; Waiver of Jury Trial. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED AS PROVIDED IN SECTION 7.13 OF THE ORIGINAL AGREEMENT.

Section 3.03. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this Amendment.

Section 3.04. Counterparts. This Amendment may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

Section 3.05. Representations and Warranties. Each party hereto represents and warrants to the other that this Amendment has been duly authorized and validly executed by it and that the Agreement, including as hereby amended, constitutes its valid obligation, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency or other laws

affecting creditors' rights generally and subject to the application of general principles of equity including but not limited to the right of specific performance.

The Borrower further represents and warrants to the Lender that as of the Amendment Effective Date, no Default or Event of Default has occurred and is continuing.

Section 3.06. Severability. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

Section 3.07. Electronic Signature; Electronically Signed Document. The parties agree that the electronic signature of a party to this Amendment (or any amendment or supplement of this Amendment) shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties agree that any electronically signed document (including this Amendment) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature. Paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

ARTICLE IV

CONDITIONS PRECEDENT; FEES

Section 4.01. Conditions Precedent. This Amendment shall become effective as of the Amendment Effective Date subject to the satisfaction, in the opinion of the Lender, of or waiver by the Lender of each of the following conditions precedent:

- (a) Delivery by the Borrower to the Lender of an executed counterpart of this Amendment.
- (b) Delivery by the Borrower of (i) certified copies of all proceedings of the Borrower authorizing the execution, delivery and performance of this Amendment and the transactions contemplated thereby including, without limitation, a certified copy of Resolution No. 2026-03 adopted by the Borrower on May 21, 2026; and (ii) a certificate or certificates of one or more Authorized Representatives dated the Amendment Effective Date which shall (A) certify the accuracy of the statements made in Section 3.01(c), (d), and (e) of the Original Agreement, (B) attach a true and correct copy of the Joint Powers Agreement, as amended through the Amendment Effective Date, and certify that such agreement is in full force and effect on and as of the Amendment Effective Date, and (C) certify the name, incumbency and signature of each Authorized Representative authorized to sign this Amendment and the other documents or certificates to be delivered by the Borrower pursuant hereto.

(c) An opinion of Chapman and Cutler LLP, special counsel to the Borrower, dated the Amendment Effective Date and addressed to the Lender, covering such matters relating to the transactions contemplated hereby as the Lender may reasonably request.

(d) All other legal matters pertaining to the execution and delivery of the Amendment shall be satisfactory to the Lender and its counsel (and the execution and delivery hereof by the Lender shall constitute conclusive evidence that all such legal matters have been completed to the satisfaction of the Lender).

Section 4.02. Fees. Promptly following the receipt of an invoice therefor, the Borrower shall pay the reasonable fees and expenses of counsel to the Lender and shall have paid all costs and expenses of the Lender in connection with the execution and delivery of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Revolving Credit Agreement to be duly executed and delivered under seal as of the date and year first written above.

MARIN CLEAN ENERGY

By: _____
Name: _____
Title: _____

[Signatures continued on next page]

[Signature page to First Amendment to Revolving Credit Agreement]

ROYAL BANK OF CANADA

By: _____

Name: Laurent Mastey

Title: Authorized Signatory

COMPANY DESCRIPTION

Montague DeRose is a full service; independent municipal advisory firm committed solely to the public sector. Since our founding in 1995 as a California Limited Liability Company, we have assisted municipal issuers in the structuring and sale of short- and long-term debt issues representing a par value of more than **\$290 billion**. Our practice is deeply rooted in California, with offices in Westlake Village and Walnut Creek that allow us to remain closely engaged with major public-sector issuers across the state.

MDA was founded on the concept that public sector clients want and deserve advisory services that match the sophistication and level of service provided by investment banks without the potential conflicts of interest inherent in having such banks serve as municipal advisor. Our original strategy was, and continues to be, to provide deep coverage and unequalled service to a limited number of public sector clients.

Our experience with California utility matters is unparalleled. We have assisted the State in implementing its response to the power crisis in the 2001/2002 period, its response to current climate change effects on wildfires and its study of potential solutions regarding the bankruptcy of one of its largest IOUs. We have not only approached these matters from the State's perspective but also have studied potential responses and solutions from the perspective of our clients.

MDA's experts have a wealth of utility and regulatory knowledge in utilities and have a deep understanding of current federal and state regulations that have potential impacts to MCE. MDA provides a number of services to public power entities including all financial advisory services related to bond issuances, enterprise modeling, commodities-related advisory services such as fuel hedging, power purchase agreements, and renewable energy advisory services.

EXPERIENCE

The table highlights some of our recent experience in key areas that we think would be of interest to MCE.

Summary of Recent Experience	
Governance Structure	<ul style="list-style-type: none"> Tacoma Public Utilities Implementation of CA AB1054
Renewable Power Procurement	<ul style="list-style-type: none"> California PACE Program (CAEATFA) Placer County Water Agency (Solar Procurement) M-S-R (Wind Energy Prepayment Analysis) Medical Center Company (Repower from Coal to Natural Gas) CA Department of Water Resources (procurement of a portfolio of electric assets)
Regulatory and Rate Design	<ul style="list-style-type: none"> Advisor to the California Public Utilities Commission on Departing Load (including CCA, CTC and PCIA charges) Department of Water Resources (revenue requirements and rates) SFPUC (rate study and establishment of electric rates for municipal buildings, retail and commercial) Testimony to Rate Board and Regulators Advisor to State of Washington on stranded costs associated with coal plant retirement
Utility Startup/Initial Financing	<ul style="list-style-type: none"> Department of Water Resources (CERS) California Wildfire Bond Program PCWA Middle Fork Project University of California Regents Sites Project Authority
Communication to Governing Body and Stakeholders	<ul style="list-style-type: none"> Alameda Municipal Power Tacoma Power SFPUC Sites Project Authority



May 21, 2026

TO: MCE Board of Directors

FROM: Supervisor Scales-Preston, MCE Board Chair, Representing Contra Costa County
Supervisor Alessio, MCE Board Director, Representing the County of Napa
Council Member Birdseye, MCE Board Director, Representing the City of Benicia
Supervisor Sackett, MCE Board Director, Representing the County of Marin

RE: Update on Request for Proposals for Governance Assessment Services (Agenda Item #07)

Dear Fellow Board Members:

Summary:

The Ad Hoc Governance Assessment Committee has completed the initial review phase of the Request for Proposals (RFP) for Governance Assessment Services and is advancing toward finalist interviews and contract recommendation for a governance assessment and an organizational assessment.

Background:

The Ad Hoc Governance Committee is providing an update on the progress of MCE's RFP for Governance Assessment Services. The RFP closed on April 30, 2026, at 4:00 PM, with sixteen (16) total submissions received. Committee members and staff conducted a structured evaluation of all proposals and have shortlisted 3-5 firms based on the criteria established in the RFP:

- Governance Expertise – 20%
- Energy/Utilities Expertise – 20%
- Approach & Methodology – 15%
- Success with Other Agencies – 10%
- Organizational Capacity – 10%
- Innovation & Creativity – 10%
- Cost Competitiveness – 10%
- Completeness of Application – 5%

These criteria guided both the initial scoring and the selection of firms invited to interview. Interviews with shortlisted firms will be scheduled for the week of May 26, 2026. The committee intends to bring a proposed contract to the Board for consideration at the June 18, 2026 Board meeting.

In parallel with the bids for governance assessment, the committee requested optional proposals for broader organizational assessment. Nine (9) of the sixteen (16) bidders submitted optional bids. In addition to a recommendation for a firm to do the governance assessment, the Ad Hoc Governance Assessment Committee will recommend a firm to do the organizational assessment.

Fiscal Impact:

Fiscal impact to be determined upon the selection of consultant(s).

Recommendation:

Discussion only.



Informational Reports

1. Approved Contracts for Energy Update
2. Legislative and Regulatory Updates
3. Customer and Community Impact Update





May 21, 2026

TO: MCE Board of Directors
FROM: Bill Pascoe, Senior Power Procurement Manager
RE: Approved Contracts for Energy Update

Dear MCE Board Members:

Summary:

This report summarizes contracts for energy procurements entered into by the Chief Executive Officer or her delegate and, if applicable, the Chair of the Technical Committee, since the last report was prepared for the regular Board meeting in April 2026. This summary is provided to your Board for information purposes only and no action is needed.

Review of Procurement Authorities:

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

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

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

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

Item #	Month of Execution	Purpose	Average Annual Contract Amount	Contract Term	Date of consultation with IAC (if applicable)
1	April 2026	Purchase of Resource Adequacy	\$3,000	1 Year or less	N/A
2	April 2026	Sale of Resource Adequacy	\$720,000	1-5 Years	March 25, 2026

Contract Approval Process:

Contract Approval Process: Energy procurement is governed by MCE’s Energy Risk Management Policy as well as Board Resolutions 2020-04 and 2026-01. The Energy Risk Management Policy

(Policy) has been developed to help ensure that MCE achieves its mission and adheres to its procurement policies established by the MCE Board of Directors (Board), power supply and related contract commitments, good utility practice, and all applicable laws and regulations.

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

After evaluation and as part of the overall approval process, an approval matrix is implemented whereby the draft contract is routed to key MCE departments and consultants for review, input, and approval. Typically, contracts are routed for commercial, technical, legal, and financial approval, and are then typically routed through the Chief Operating Officer for approval prior to execution. The table below lists the MCE departments and consultants (and examples of relevant staff) assigned to review and approve, before the contract is forwarded to the next stage of review.

Review Owner	Review Category
CB Hall (MCE, Director of Power Resources)	Procurement/Commercial
John Dalessi (Pacific Energy Advisors)	Technical Review
Steve Hall (Hall Energy Law)	Legal
Nathaniel Malcolm (MCE, Senior Commercial Counsel)	Legal (Process & CPUC Compliance)
Maira Strauss (MCE, Chief Financial Officer)	Credit/Financial
Dawn Weisz/Vicken Kasarjian (CEO/COO)	Executive

Pursuant to Resolution 2020-04, contracts for terms of less than or equal to 12 months can be approved and executed by the CEO.

Pursuant to Resolution 2020-04 and Resolution 2026-01, MCE consults with the Interim Advisory Committee regarding potential contracts for terms of 1-5 years. After consultation with the Interim Advisory Committee, the CEO and Technical Committee Chair are jointly authorized to approve and execute the agreement.

Fiscal Impacts:

Expenses and revenue associated with these Contracts and Agreements that are expected to occur during FY 2026/27 are within the FY 2026/27 Operating Fund Budget. Expenses and revenue associated with future years will be incorporated into budget planning as appropriate.

Recommendation:

Information only. No action required.



May 21, 2026

TO: MCE Board of Directors
FROM: Sabrina Soldavini, Vice President of Policy
RE: I.2 Legislative and Regulatory Updates
ATTACHMENT: Regulatory Packet with Filings since the April Board Meeting

Dear MCE Board Members:

Summary:

Below is a summary of the key activities at the state and federal legislatures and the California Public Utilities Commission (CPUC), California Energy Commission (CEC), and the California Independent System Operator (CAISO) impacting Community Choice Aggregation (CCA) and MCE.

I. California Legislature

As of the drafting of this staff report, state legislators and stakeholders are awaiting the release of the Governor’s “May Revise,” which revises the January draft budget with updated revenue projections and more detailed expenditure proposals. The May Revise is expected to be released by mid-May. The May Revise will trigger another round of budget hearings and advocacy.

Also during May, the Senate and Assembly Appropriations Committee will hear all bills that would have more than a nominal impact on the state budget, including CalCCA’s two sponsored bills: AB 1761 (Rogers) on Power Charge Indifference Adjustment (PCIA) data transparency and SB 1138 (Padilla) on hourly load obligation trading (LOT) under the CPUC’s resource adequacy (RA) program. Staff will update the Board on the results of these hearings after they take place.

a. Additional Positions Taken

The table below lists positions MCE has registered to date, followed by brief descriptions of the bills included in the table but not discussed in previous staff reports.

Bill Number and Author	Subject	MCE Position
AB 1761 (Rogers)	PCIA data transparency	Support
SB 1138 (Padilla)	RA hourly transactability	Support
AB 2111 (Papan)	Transmission planning	Support
AB 1684 (Ward)	Cooling systems in common interest developments	Support
AB 2508 (Hoover)	Funding for Public Purpose Programs including energy efficiency	Oppose
AB 2383 (Zbur)	Electricity service for large data centers	Oppose Unless Amended
SB 1282 (Becker)	Vehicle grid integration	Support
AB 2313 (Berman)	Alternatives to gas distribution service line replacements	Support
AB 2369 (Rogers)	Resource adequacy and full capacity deliverability status	Support
SB 1265 (Richardson)	GoGreen Financing Program	Support

AB 2383 (Zbur) would establish requirements for load serving entities (LSEs) serving data centers to ensure appropriate allocation of costs associated with that service, protect against stranded costs, and ensure that growing data center load does not increase costs for other customers. While well-intentioned, this bill would improperly expand the CPUC's oversight over CCA rates and service contract terms, removing that authority from your Board. MCE has adopted an Oppose Unless Amended position to support CalCCA as it advocates for amendments to resolve these jurisdictional concerns.

SB 1282 (Becker) would expand upon existing standards to promote and expand vehicle grid integration (VGI) in California. VGI is an umbrella term that broadly refers to the ways electric vehicle charging can benefit the electric grid while still meeting driver needs, and includes managed charging (like MCE Sync) and bidirectional charging, under which a vehicle battery can discharge power back to a building via a two-way charger.

AB 2313 (Berman) focuses on residential customers whose gas service line is due for replacement. It would allow customers to elect to use the funds required to replace the gas service line for electrification measures instead and disconnect their home from gas service. It contains provisions to ensure that no costs are passed on to nonparticipating customers.

AB 2369 (Rogers) as originally drafted would have directed reforms to the CPUC's resource adequacy program to acknowledge the contributions of resources that do not currently have full capacity deliverability status. It has since taken amendments that narrow the potential impact of the bill but would still add important and realistic nuance to the RA program.

SB 1265 (Richardson) would codify the existing GoGreen Financing program administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA). GoGreen provides financing assistance to lenders to support residential customers in financing energy efficiency and building decarbonization measures at either competitive or below market rates. The bill would also create a dedicated GoGreen Program Fund within the state Treasury so that the program can use a wider range of funding to expand its reach.

II. California Public Utilities Commission (CPUC)

a. Resource Adequacy (RA) Proceeding

Following the issuance of the CPUC Energy Division's Slice-of-Day Transactability Report declining to recommend hourly load obligation trading (LOT), MCE worked with CalCCA to file a Proposal, Opening Comments, and Reply Comments refuting the report in full and proposing the CPUC adopt LOT. The investor-owned utilities (IOUs) filed Reply Comments on March 30, 2026, without having filed Opening Comments, raising new issues and introducing mischaracterizations and irrelevant arguments without giving parties an opportunity to respond. CalCCA therefore filed a motion to file sur-reply comments in response to the IOUs' Reply Comments. On April 17, 2026, the administrative law judge (ALJ) granted the motion, allowing parties to respond by April 23, 2026. MCE worked with CalCCA to file sur-reply comments on April 17, 2026, recommending that the CPUC:

- Reject PG&E's claims that CalCCA overstates the benefits of LOT;
- Reject PG&E's claims that LOT could present "untenable competitive disadvantages" for the IOUs;
- Clarify that LOT is a voluntary trading mechanism for all LSEs, including the IOUs, in response to SCE's concerns;
- Decline to delay adoption of LOT until the Reliable and Clean Power Procurement Program (RCPPP) is further developed, as recommended by SCE;
- Address LOT impacts on the RA MPB and other PCIA calculation methodology elements in the PCIA proceeding;
- Reject PG&E's claims that "potential downstream impacts" suggest the CalCCA proposal is "under-developed"; and
- Reject San Diego Gas & Electric's (SDG&E) misleading characterization of LOT as "leaning" and a cost shift.

In preparation for a Pending Decision on RA transactability in May, CalCCA is scheduling ex parte meetings with all of the Commissioners' offices. The first will take place on May 6, 2026.

Also in Track 1, the CPUC issued a Ruling revising the schedule for considering the CAISO's LCR and FCR reports. These reports update local and flexible capacity requirements. Local capacity is the responsibility of the CPE in each territory (the CPE in MCE's territory is PG&E). Flexible capacity is the responsibility of each LSE. CAISO published its final LCR report on May 1, 2026, with opening comments due on May 8, 2026. CAISO is scheduled to publish its final FCR report in early May 2026, with opening comments due on the third business day after the report is filed.

As a separate track in the RA proceeding, the CPUC issued a Ruling revising the schedule for the CPUC's Loss of Load Expectation (LOLE) study process. The CPUC issued draft issues and assumptions (I&As) for the LOLE study process on April 9, 2026, and hosted a workshop to discuss them on April 14, 2026. The final LOLE studies will be used to modify the Planning Reserve Margin (PRM) in 2028. However, stakeholders do not yet have clarity on exactly how the studies will be used. Working with CalCCA, MCE urged that comments be filed to request clarification on how the LOLE studies will influence the 2028 PRM and to ensure that the studies use accurate assumptions and data so that a fair PRM is set.

CalCCA filed comments on the LOLE I&As on April 24, 2026. The comments recommend that the CPUC:

- Convene additional workshops to allow robust discussion regarding how the Strategic Energy Risk Valuation Model (SERVM) LOLE modeling will be used to set the PRM;
- Reject party recommendations to assume zero RA imports as that scenario would be overly conservative and negatively impact the accuracy of the analysis;
- Conduct additional analysis to build confidence in the Demand Model given its pronounced variation from historical consumption;
- Account for behind-the-meter solar photovoltaic (BTM-PV) impacts on losses in reconstitution of consumption;
- Update CAISO hydro parameters to reflect increased hydro flexibility observed in recent years; and
- Use past Integrated Energy Policy Report (IEPR) forecasts of peak demand to validate and adjust load forecast error assumptions in SERVM

Fiscal Impacts: There is no direct fiscal impact on MCE at this time.

a. Integrated Resources Planning (IRP)

The Integrated Resources Planning (IRP) proceeding is an "umbrella" procurement planning proceeding overseen by the CPUC that considers all of the CPUC's policies and programs to ensure the state has a safe, reliable, and cost-effective electric supply.

In April, direct access (DA) parties including the Alliance for Retail Energy Markets (AReM), California Coalition of Large Energy Users (CLEU), the Regents of the University of California and Shell Energy North America (US), L.P., filed an Application for Rehearing (AfR) of the CPUC's February 2026 Decision ordering mandatory procurement for 2029-2032 (D.26-02-057). The DA parties also concurrently filed a Petition for Modification (PfM) of the CPUC's June 2021 Decision recommending against expansion of the DA cap (D.21-06-033).

DA is an electric service option that allows retail customers to buy electricity from a competitive non-utility entity called an Energy Service Provider (ESP) rather than a CCA or IOU. Currently, there is a cap on DA participation. In their filings, the DA parties seek to expand DA or ask that the CPUC in the alternative at least reallocate the recent IRP procurement mandate assigned to them given they cannot serve any new load.

CalCCA filed a response to the AfR on April 21. CalCCA recommended that the CPUC deny the AfR on the grounds that the DA parties' allegation of legal error based on the CPUC's allocation of procurement responsibility to ESPs should be dismissed given the CPUC required allocation to all LSEs (including ESPs) as a result of system reliability needs. Although the CPUC's allocation methodology does need to be revised, the AfR will not be the proper procedural venue. These issues should instead be considered in the IRP procurement track or the Reliable and Clean Power Procurement Program (RCPPP), given the compressed timeline for LSEs to meet ordered procurement and time necessary to develop a fair allocation methodology for all LSEs. The DA parties improperly seek to use rehearing of an IRP procurement decision as a vehicle to advance a separate policy objective - expansion or reevaluation of DA - that was neither within scope of the proceeding nor material to the Decision.

MCE will continue to work with CalCCA to respond to these filings and any following procedural steps.

Fiscal Impacts: There is no direct fiscal impact to MCE at this time.

b. Power Charge Indifference Adjustment (PCIA)

In February 2025, the CPUC issued an Order Instituting Rulemaking (OIR) to update Energy Resource Recovery Account (ERRA) and Power Charge Indifference Adjustment (PCIA) policies and processes. Per law, the CPUC is required to ensure "indifference" and prevent cost shifts between bundled and unbundled customers. This entails the Investor-Owned Utilities (IOUs), such as Pacific Gas & Electric (PG&E) recovering electricity costs from CCA customers that were incurred on their behalf before they departed PG&E service and reducing those costs by the value of benefits that remain with PG&E customers. To facilitate

this process, the Commission established the PCIA, a charge paid by all customers on the PG&E side of the bill.

In this proceeding, the CPUC is evaluating potential changes to the methodology of calculating the PCIA through three tracks. Tracks 1 and 2 remain active but had no major filings and updates in April 2026.

PCIA Proceeding Track 3

The Commission issued a Scoping Memo in Track 3 of this proceeding in February 2026 to consider additional PCIA related issues, including data access and timelines for the proceeding.

CalCCA filed Reply Comments in April on the Scoping Memo. CalCCA's Opening Comments had recommended that the Commission first resolve data access and confidentiality issues in Phase 1 of Track 3 and scope broad items that address PCIA and ERRRA structural, methodological, and implementation issues in Phase 2. In response to other Parties' Opening Comments, CalCCA's Reply Comments recommended that the Commission: (1) Reject the Joint IOUs' recommendation to only address their high priority issues on an expedited basis. This would delay consideration of comprehensive reform to the PCIA methodology that was the reasoning behind opening this proceeding, and (2) Reject the Joint IOUs' recommendation to revisit negative PCIA rates as it is a well settled issue that the Commission has repeatedly found consistent with the statutory framework. CalCCA also opposed the Joint IOUs' pushback to data sharing and reiterated the importance of equal access to data by all parties to holistically consider changes to the PCIA.

MCE will continue to actively engage in this proceeding through 2026 and provide updates as they become available.

Fiscal Impacts: There are no immediate fiscal impacts to MCE. The PCIA is a charge on the PG&E side of the bill, but changes to the PCIA impact MCE customers' overall bill and MCE's rate competitiveness.

c. Energy Efficiency (EE)

In April, MCE submitted its 2025 Energy Efficiency Annual Report to the Commission. An annual required filing, MCE's 2025 EE Annual Report documents the achievements, strategies, performance and updates related to the 2025 year of its approved 2024-2027 portfolio of programs authorized by the Commission in 2023 that serve residential, commercial, industrial, agricultural, and cross-cutting customers throughout MCE's service area.

Achievements from its 2025 EE portfolio performance include:

- Completed EE projects in 30 out of 38 MCE member communities.
- Achieved \$2 million in total system benefits (TSB) and issued \$2.4 million in rebates.
- Prevented 9,887 metric tons of carbon dioxide emissions over the life of EE measures installed in 2025, equivalent to taking 907 gasoline-powered cars off the road for one year.
- Saved 1.07 net GWh and 93,715 net therms.

In the report, MCE further highlighted the success of its Equity segment programs, the approved launch of its new Multifamily Energy Savings-Resource program, and relevant updates from its Market Support and Resource Acquisition segment programs. MCE identified areas of improvement for its Commercial Flex Market program and a series of corrective actions to strengthen the cost-effectiveness and performance of its portfolio in the upcoming year.

Fiscal Impacts: There are no immediate fiscal impacts to MCE.

d. Climate Credit

On July 28, 2025, the CPUC released an OIR to improve the California Climate Credit, largely focused on changing the timing of the credits' distribution to better align with customers' high-bill months. On February 3, 2026, the CPUC released a Scoping Memo and Ruling broadening review of, and possible changes to, the credit. CalCCA filed comments supporting analysis of future changes to the credit. On February 9, a Proposed Decision was released pausing the February distribution of the Climate Credit by the large IOUs until later in the year, which was later approved in a March 19 voting meeting. CalCCA opposed the February pause and added that IOUs should standardize their communications about the Climate Credit to avoid customer confusion about where it originates.

On May 1, the Final Decision approved in a CPUC voting meeting provides that: (a) starting in 2026, the large electric utilities will provide the electric credit in August and September; (b) the small and multi-jurisdictional electric utilities will provide the credit in October and November starting in 2027; and (c) the gas credit will move to February starting in 2027. It also requires IOUs to submit "visual examples of updated communications, including mockups of email messages, sample bills, and other utility communications that include or refer to the Climate Credit by name," reflecting CalCCA's advocacy.

Fiscal Impacts: There are no immediate fiscal impacts to MCE. However, the timing of MCE customers' climate credit distribution will be impacted because of the May 1, 2026, Decision. The new OIR may lead to further changes to MCE customers' climate credit amount and timing in the future.

e. High DER Future - IOU-led DER Orchestration

On March 23, 2026, the CPUC issued a Ruling that proposes the development of a distributed energy resources (DER) orchestration framework for IOUs to serve as distribution system operators (DSOs). An IOU DSO-led DER orchestration framework would enable IOUs to operate a distribution-level market, where the IOU manages DERs to provide grid services such as reliability support, outage mitigation, and infrastructure deferral. The Ruling also (a) proposes that each IOU file a separate application for its respective framework and (b) schedules workshops to discuss the IOU applications and transmission system operator (TSO)-DSO coordination.

CalCCA filed comments on the Ruling recommending the CPUC defer the development of an IOU-led DER orchestration framework. CalCCA, and numerous other parties, urged the CPUC to expand the scope and build a sufficient record that evaluates all DSO models, including third-party models, given the existing conflicts in the IOU business model (which prioritizes capital investments over procuring DER flexibility services). The first workshop is currently scheduled for May 21, 2026. MCE will continue to coordinate with CalCCA on opposing an IOU-led distribution market.

Fiscal Impacts: There are no immediate fiscal impacts to MCE.

II. California Energy Commission (CEC)

a. Integrated Energy Policy Report (IEPR)

The CEC posted its Draft 2025 IEPR on April 23, 2026. The IEPR discusses the Demand Forecast, accelerating interconnection and energization, California's progress toward the load-shift goal, and advancing clean and renewable hydrogen for electricity and transportation. Of note, the draft report indicates that the 2026 IEPR Update Forecast will be the first to estimate demand flexibility impacts. The 2025 draft report also includes appendices on Clean Transportation Program benefits, firm zero-carbon resources, and fossil gas price forecasts. MCE and CalCCA are considering submitting comments on the Draft 2025 IEPR, which are due May 15, 2026.

For the 2026 IEPR Update, the CEC released the final IEPR Scoping Order, outlining the core topics of: updated energy demand forecast, development of in-state geothermal generation, and energy equity and environmental justice. The CEC released an updated workshop schedule in late April 2026. The first workshop, on forms and instructions, is scheduled for May 20, 2026. Workshops will begin by covering the geothermal and energy equity topics, and later workshops will focus on updating the energy forecast.

Fiscal Impacts: There is no direct fiscal impact on MCE at this time.



May 21, 2026

TO: MCE Board of Directors
FROM: Jamie Tuckey, Chief Customer Officer
RE: Customer and Community Impact Update
ATTACHMENTS: A. Marketing & Communications Quarterly Executive Report, January - March 2026
B. Marketing Campaign Alert
C. Monthly Emerging Opportunities Tiger Team Update

Dear Board Members:

Summary:

This report provides a high-level overview of customer trends, engagement, and program activity, with a focus on affordability, retention, and community impact. Overall, customer stability remains strong following recent rate changes, with continued demand for affordability support and sustained engagement across programs and outreach efforts.

Customer stability remains strong amid seasonal bill pressures and rate changes.

Customer participation and opt-out activity remained largely stable through Q1 and into April, with only a slight increase in opt-outs and payment plan enrollments during the high winter bill period. Despite a widening cost difference with PG&E, our Customer Service team retained over 400 customers in Q1, maintaining an average retention rate of over 32% through targeted engagement and education. These trends indicate continued customer willingness to remain with MCE when provided clear information and support, even during periods of rate sensitivity.

Customer engagement reflects increased focus on affordability, with consistent access to support.

Call center activity declined nearly 40% compared to Q1 of last year, which included a major enrollment period. At the same time, call durations have increased as customers seek more support in understanding higher winter bills and affordability options. Staff continue to provide high-touch and multilingual support to guide customers through available programs and billing impacts.

Expanded affordability support now reaching 25,000 customers.

We successfully auto-enrolled prior MCE Cares participants into the program, delivering approximately \$500,000 per month in bill credits to customers (\$20/month for income-qualified homes and \$25/month for small businesses). This effort directly supports bill stability during a period of rate sensitivity.

Spring “Good Energy” campaign launched to strengthen brand and customer engagement.

The Spring 2026 campaign launched April 27 across digital, transit, television, and social platforms in both English and Spanish (Attachment B). The campaign focuses on increasing brand awareness and connecting customers to actionable programs, including electrification incentives. Early efforts are focused on reach, engagement, and driving traffic to program participation.

Strong community presence during Earth Month.

MCE participated in or sponsored 12 Earth Day events across our service area, including the Vallejo Youth Earth Day Festival, where we recognized local youth for exceptional environmental leadership. These efforts continue to reinforce MCE’s community-based model and local impact.

Proactive customer and community engagement in response to recent media coverage.

MCE has continued proactive engagement with customers and community stakeholders in response to recent media coverage and public questions regarding power supply. Staff are coordinating outreach with various stakeholders and community members, including members of the Community Power Coalition, and stakeholders seeking additional information.

To support transparency and accessibility, MCE has centralized public-facing materials on its website, including responses to recent media coverage, fact sheets, and detailed question-and-answer resources. A homepage and Board meeting page alert now directs customers and stakeholders to these materials. These efforts are helping ensure accurate information is readily available while supporting informed customer decision-making.

Looking Ahead

We are closely monitoring customer movement and engagement trends in response to current rate positioning and will continue proactive outreach to support retention and understanding of MCE’s value.

Preparations are underway for the July 2026 relaunch of the EV rebate program to further support transportation electrification.

Staff are coordinating closely across Power Resources, Policy, Legal, Customer Operations, and Public Affairs to support upcoming discussions on power supply, including a public workshop to be scheduled in the coming months.



Q1 CY2026

Marketing & Communications

Quarterly Executive Report

January - March 2026



Marketing Summary

66,495
emails sent

32
email campaigns

8
ad campaigns

28,695
mailers sent

11
mailer campaigns

5
new flyers & webpages



Team Highlights

- Final rolling enrollment notices for Hercules solar customers landed, marking the end of Hercules enrollment in MCE services
- MCE unveils Good Energy mural at Boys & Girls Club of Contra Costa in Martinez
- Analysis shows high peak energy users who were targeted for the 2025 4-9 p.m. behavior change marketing campaign saved \$380,000 on their bills from shifting their load outside of the 4-9 p.m. peak period

94k

web users in Q1

Website Analytics

More desktop users

1. mobile (51%)
2. desktop (47%)
3. tablet (2%)

User languages

1. English (87%)
2. Spanish (7%)
3. Chinese (2%)
4. Other (4%)

Most viewed pages

1. Homepage (20k)
2. Good Energy (15k)
3. RFPs & Solicitations (7k)
4. Good Energy - Span. (5k)
5. Board Meetings (4.5k)

How users find us

1. Facebook/Instagram ads (35k)
2. Direct links (34k)
3. Google search (26k)
4. Google ads (8k)



AGENCY GOAL 1A

**Increase or maintain
customer enrollments in
energy services**

Ongoing Notices

Welcome to the Neighborhood & MCE



[Español](#)

Hi! We're MCE, a not-for-profit electricity provider that's working with your community to build equitable access to clean energy today.

New Move-In
26,124 emails + 17,904 mailers sent

Enrollment notices for residents and business that have moved into MCE's service area

Team: Lead: Allen Chiu, Spike Lomibao, Madeline Sarvey

To keep your account enrolled in Green Access and to continue receiving the 20% discount, please take the appropriate action immediately:

IF YOU CLOSED YOUR ACCOUNT	IF YOUR CARE OR FERA ENROLLMENT EXPIRED	IF YOU INSTALLED SOLAR PANELS
Update your address using the form below or call us at (888) 632-3674.	Renew your enrollment in PG&E's CARE or FERA program using the form below.	Your account is no longer eligible and will be unenrolled from the Green Access Program.
MCE will verify the eligibility of your new location and update you on your program status.	Contact us at info@mceCleanEnergy.org or (888) 632-3674 once your CARE/FERA has been renewed.	You can learn more about MCE's Net Energy Metering Program below.

Green Access Move-Out
350 emails sent

Notices for customers on Green Access (100% renewable service at 20% discount) requiring proof of continued eligibility

THANK YOU for choosing Deep Green 100% renewable energy!

Your choice helps us confront the climate crisis by putting more clean energy onto the grid to replace fossil fuels. Plus, you can feel good that half of the premium you pay for Deep Green is invested in local projects and programs that benefit the community.



Deep Green Welcome
61 emails sent

Account Name: City of Walnut Creek
Address: 11000 Hill, Walnut Creek, 94598
Opt Up Effective Date: 7/15/2024

Confirmation email welcoming customers who have opted-up to Deep Green 100% renewable energy



Hercules, MCE's newest member community

Hercules Enrollment

solar customers

Target customers: Residential solar customers joining MCE for the Hercules enrollment. Enrollment for these customers is done on a rolling basis to align with their "true-up" dates, allowing them to take full advantage of any credits they have accumulated.

- Pre-enrollment notices 1 and 2: 203 [bilingual mailers](#) sent
- Post-enrollment notices 3 and 4: 672 [bilingual mailers](#) sent
- **Marketing Team:** Leads: Allen Chiu; Support: Nicole Busto



AGENCY GOAL 1C

Increase participation in programs



Your Local Renewable Electricity Provider
Contra Costa | Marin | Napa | Solano



You're Using More Energy From 4 to 9 p.m.
Make a simple shift to save money.

Hi Allen,

It looks like you're using more energy than your neighbors from 4 to 9 p.m., when electricity is the most expensive. You can significantly lower your energy bills by making a simple shift.



A/C

Pre-cool your home to your ideal temperature before 4 p.m.



EV Charger

Charge your EV before 4 p.m. Get the MCE Sync app to save more.



Washer-Dryer

Start your laundry by 1 p.m. so it's done before pricing goes up.

Marketing campaign successfully changed behavior!

4-9 High Peak Users 2025 Campaign Results

Target customers: 17,800 residential and 11,000 non-residential customers with high electricity usage between 4-9 p.m.

Call to action: Shift energy usage away from 4-to-9 p.m. – non-residential customers to meet with MCE's energy experts; residential customers save through an MCE program.

Outcomes:

- Over 75% of targeted residential customers reduced peak consumption, with an estimated **\$200,000 in total bill savings**
- Close to 60% of targeted non-residential customers reduced peak consumption, with an estimated **\$180,000 in total bill savings**

Marketing Team: Leads: Ayaka Emoto, Heather Jordan, Allen Chiu; Support: Spike Lomibao, Madeline Sarvey

Power Tools

Ad Campaign Results

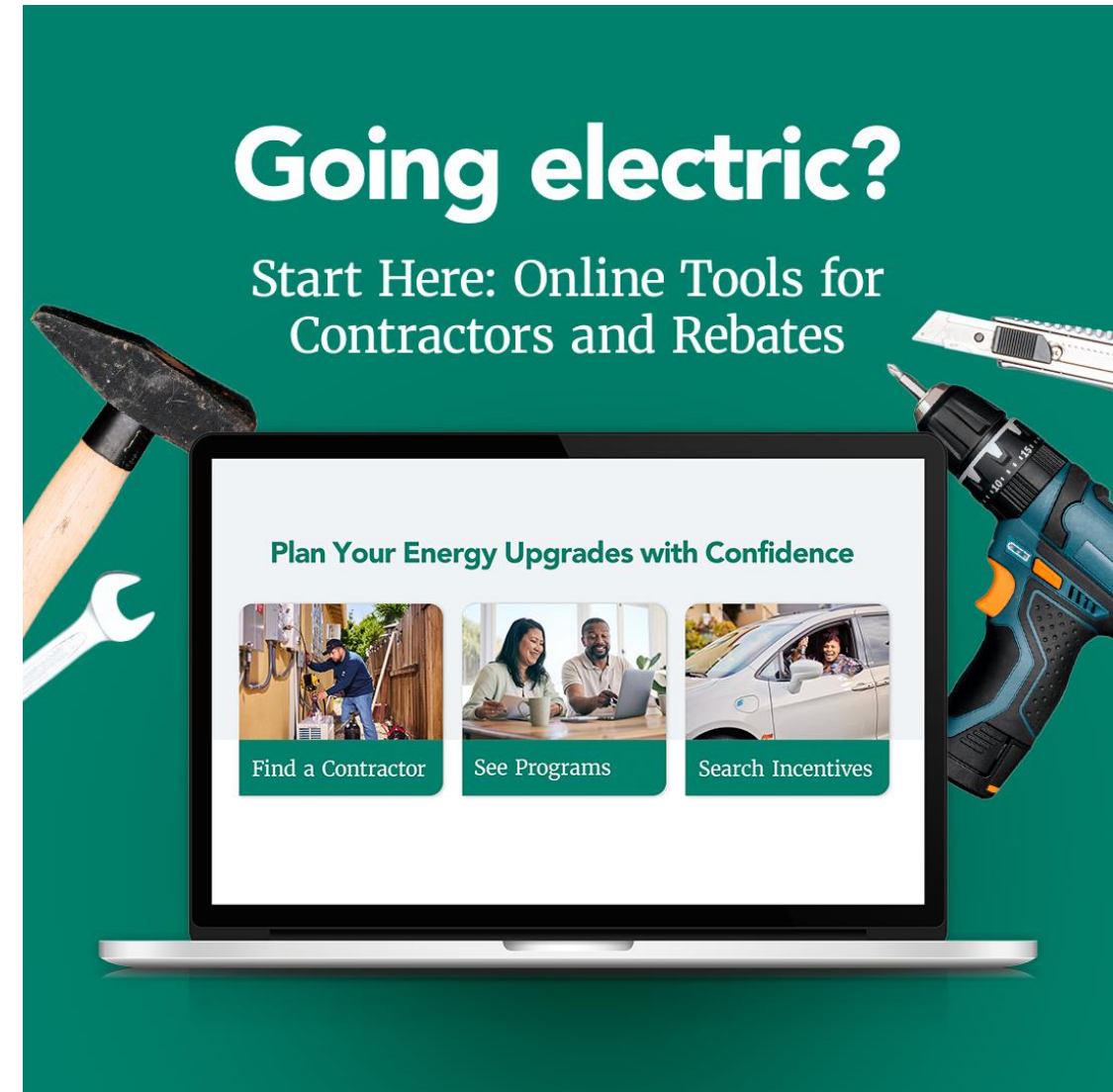
Purpose: Increase general awareness of valuable MCE programs and tools (Program, Rebate, and Contractor Finder)

Performance Summary: The campaign successfully elevated MCE's brand recognition and demonstrated the value of its tools and programs to the community. The performance metrics exceeded benchmarks for above-average campaigns.

- Google ads (display) – 16.5M impressions; low cost per 1,000 impressions \$0.28 (vs. \$2-\$5 industry avg.); successfully driving broad visibility and awareness to promote education
- Google search – very high click-thru rate 18% (vs. 3%-5% industry avg.); reflecting high-intent traffic
- Meta (Facebook/Instagram) – balanced performance with 3.3M impressions, 5,573 clicks; showcasing strong mid-funnel engagement and nurturing potential leads

Duration: December 19, 2025-March 20, 2026

Marketing Team: Lead: Nicole Busto; Support: JSR Strategies



Business Solutions Ad Campaign Results



Purpose: To improve the existing Business Solutions webpage, ran an ad campaign to test whether the content and design effectively engaged users

Performance Summary: Campaign met industry avg.; however, lack of engagement revealed that page content and design should be updated to better align with user expectations and improve engagement.

- Click-Through Rate: 1.29% (within 1-2% industry avg.) for Google Search ads
- Conversions: 21.9%, above 2-5% benchmark for search campaigns, highlighting that visitors are interested in learning more about what MCE offers

Duration: February 22 - March 13, 2026

Marketing Team: Lead: Jayne Hollen; Support: JSR Strategies



MCE

Grow Your Contracting Business With More Visibility and Cash Incentives

MCE helps local HVAC, electrical, plumbing, and general contractors reach more customers.

Contractor Resources Campaign

Target Audience: Residential contractors based in Contra Costa, Marin, Napa, and Solano Counties

Message: Grow your contracting business with more visibility and cash incentives from MCE

Call to action: Complete the interest form

Campaign + materials created: Conducted A/B test on mailer format, supplemented with a Google Search ad campaign to help contractors find MCE when using search terms related to MCE's programs



- 4,232 [flat mailers](#) sent
- 4,230 [fold-over mailers](#) sent

Duration: February 9 - March 30, 2026

Marketing Team: Lead: Ayaka Emoto; Support: Madeline Sarvey, JSR Strategies


Get Seen Where Homeowners Hire Contractors

BOOST YOUR BUSINESS





"What are you waiting for? The technology is here, the rebates are here, and customers are ready. Electrification may be the biggest opportunity our industry has seen."


— Alex Sloan, Electrify My Home




Training on the latest technologies like heat pumps



Support to grow your team at no cost



Cash for electrifying homes



mceCleanEnergy.org/contractor-programs



Explore the Benefits of Driving Electric



Scan to learn more or visit mceCleanEnergy.org/ev-basics

-  Pay lower maintenance costs than on gas-powered cars.
-  Save on the sticker price when you stack rebates.
-  Avoid trips to the pump and charge at home and on the go.
-  Breathe cleaner air, thanks to zero tailpipe emissions.

Lower the Cost of an EV with Rebates & Incentives



Scan to learn more or visit mceCleanEnergy.org/find-rebates-and-incentives

-  Get more discounts with MCE's rebate and incentive tool! Check your eligibility in less than two minutes.

TIP

Some incentives require you to apply and be approved before you purchase or lease an EV.

Questions?
Contact us at info@mceCleanEnergy.org or call (888) 632-3674, Mon-Fri from 9 a.m. to 5 p.m.



Easy. Economical. Environmental.
Thank you for choosing this greener alternative!

Eficiente. Económico. Ecológico.
¡Gracias por elegir esta alternativa más ecológica!

Learn more about MCE
Conozca más sobre MCE



Your trip is made possible by:
Su viaje es posible gracias a:



Other Marketing Materials

- EV Basics [flyer](#)
- Contractor events [banner](#)
- E-bike sign for sponsorship to a priority community in the San Rafael Canal

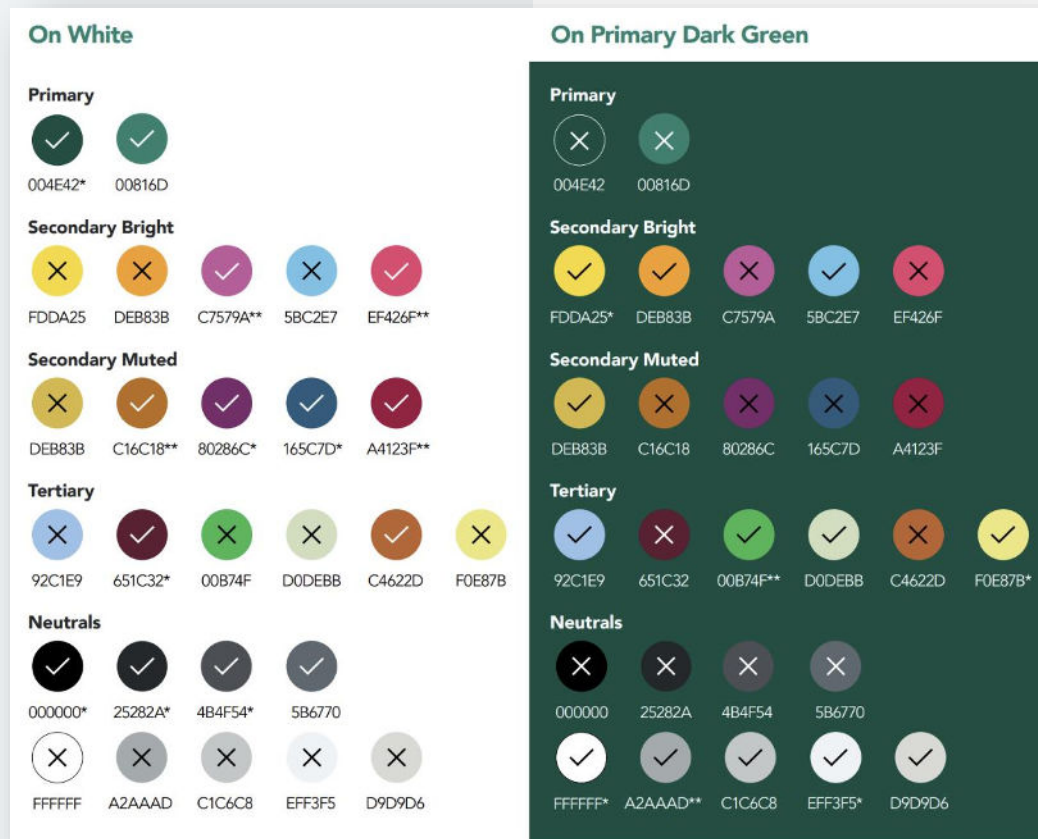
Team: Leads: Kalicia Pivrotto, Spike Lomibao;
Support: Madeline Sarvey, JSR Strategies



AGENCY GOAL 2C

**Improve language
access and culturally
relevant outreach**

Accessibility Resources



- ADA compliance specifications added to Brand Guidelines to help ensure readability
- Spanish materials created:
 - Home Energy Savings flyer
 - Rate Reduction press release
 - Understanding Your Bill video
 - Quarterly Communications Toolkit
 - EV basics flyer
 - E-bike sign
- Presented to CalCCA's Marketing & Communications Committee about our Disability Awareness Workshops with consultant, Laney Davidson



AGENCY GOAL 3C

**Expand bill savings
through customer
programs**

Heat Pump

   **#ElectrifyEfficient**

Efficient Modern Heat Pump



Your Local Renewable Electricity Provider
Contra Costa | Marin | Napa | Solano



Get Up to \$8,000 in Debt Forgiveness

Greetings,

Here's one more way to save on your energy bill. You can apply today to **get up to \$8,000 of debt removed from your energy bills** through the Arrearage Management Plan (AMP).

According to PG&E's records you're eligible for AMP, which can be combined with any discounts you already receive to maximize your savings.

**Nearly
\$800K in late
payments
covered in Q1!**

Arrearage Management Plan

Target customers: Residential customers in arrears

Message: Get up to \$8,000 in debt forgiveness

Call to action: Enroll in Arrearage Management Plan

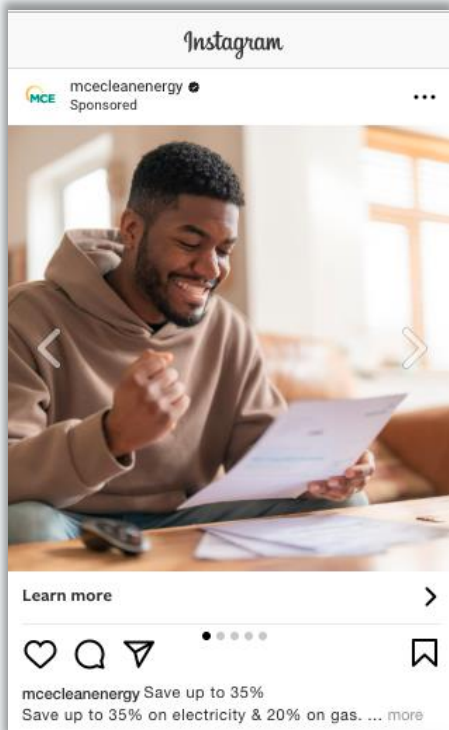
Campaign + materials created:

- 6,241 [English email](#) and [Spanish email](#) sent
- 76 bilingual [postcards](#) sent

Outcomes:

- Enrolled 1,514 (24%) and 46 (61%) customers into Arrearage Management Plan via email and postcard, respectively. Industry average is 1-3%
- Automated customer journey within Salesforce Marketing Cloud resulted in customers receiving marketing materials as soon as they become eligible

Marketing Team: Leads: Kalicia Pivrotto, Allen Chiu; Support: Madeline Sarvey, JSR Strategies



A large promotional graphic with a light teal background. At the top left is the MCE logo. The main text reads: 'Hasta 35% de descuento'. Below this, it asks '¿Cumple con los ingresos? Solicite en línea y reduzca sus facturas.' At the bottom, there is a 'Learn More' button with a right-pointing arrow.

CARE and FERA Bill Discounts

Target customers: Residential customers in arrears

Message: Save up to 35% on your energy bills

Call to action: Apply for CARE/FERA

Campaign + materials created: Bilingual Google and Meta search and display ads

Duration: November 11, 2025 - June 12, 2026

Marketing Team: Leads: Kalicia Pivrotto, Allen Chiu; Support: JSR Strategies





Open Solicitations

Projects like MCE's Voyager Wind II in Kern, CA, supply renewable energy to California's grid.

Become one of our valued partners and vendors helping us to fight climate change.

Interested in working with us on a future project? [Sign up for notifications about upcoming solicitations.](#)

- + Power Supply Solicitations
- + MCE Solicitations
- + Program Implementers' Solicitations

2026 Green Access Request for Offers (RFO)

MCE is seeking qualified suppliers of new-build solar projects for our 2026 Green Access (also known as Disadvantaged Community Green Tariff or DAC-GT) procurement process. Please review the documents in the dropdown below for more information on the RFO.

Capacity Allocation and Remaining Capacity

The capacity of proposed facilities must not be less than 0.5 MW for the Green Access program.

2026 Program Capacity Allocation	Remaining Capacity
3.6 MW	3.6 MW

Instructions for participating in MCE's 2026 Green Access RFO can be found in the 2026 Green Access RFO Overview Instructions.

RFO documents and information

1. 2026 Green Tariff RFO Overview & Instructions (pdf)
2. 2026 Green Tariff Standard Offer Form (xlsx) — updated March 20
3. 2026 Green Tariff Term Sheet (docx)

Green Access

New-build Solar Projects Request for Offers

Target audience: Developers on MCE's contact list

Call to action: Submit an offer

Campaign + materials created:

- 457 [emails](#) and 471 [reminder emails](#)
- webpage

Outcomes:

- Initial email received 5.5% clicks, follow-up email received 3% clicks (vs. 1-3% industry avg.)
- Received 7 bids from solar developers, over twice as many as the last Request For Offers for the program

Marketing Team: Leads: Kalicia Pivirotto; Sarah Dillemath; Support: Madeline Sarvey

Received twice as many bids, compared to 2023!



AGENCY GOAL 3E

**Increase customer
adoption of automation**
(smart charging, thermostats, battery controls)



Your Local Renewable Electricity Provider
Contra Costa | Marin | Napa | Solano



Don't miss out on these savings

Get up to \$20 off your monthly energy bill

Hi Test Related Contact,

You qualify for [MCE's Solar Storage Credit](#). You can save up to \$20 on your monthly bill when you:

- program your battery to discharge daily from 4-9 p.m.
- set your battery reserve to no more than 20%, except to prepare for or during a power outage

Solar Storage Credit Enrollment

Target customers: Residential customers with solar and storage

Message: Save up to \$20 a month on your bill

Call to action: Complete the application

Campaign + materials created:

- 4,551 [emails](#) sent
- 4,337 [follow-up emails](#) sent

Outcomes:

- 285 program enrollments (3.2% enrollment rate, within industry standards)

Marketing Team: Leads: Ayaka Emoto, Sarah Dilleemuth



Contractors Power Breakfast in Concord on March 26

Contractors Power Breakfast

Event Marketing

Target Audience: Commercial contractors serving MCE's service area

Message: Get details on MCE's commercial programs and available incentives while networking with other contractors

Call to action: Register

Campaign + materials created:

- [Event Landing Page](#)
- 165 invitation emails sent, along with two rounds of follow-up emails

Outcomes: 31 contractor attendees

Marketing Team: Lead: Jayne Hollen; Support: Sarah Dillemath

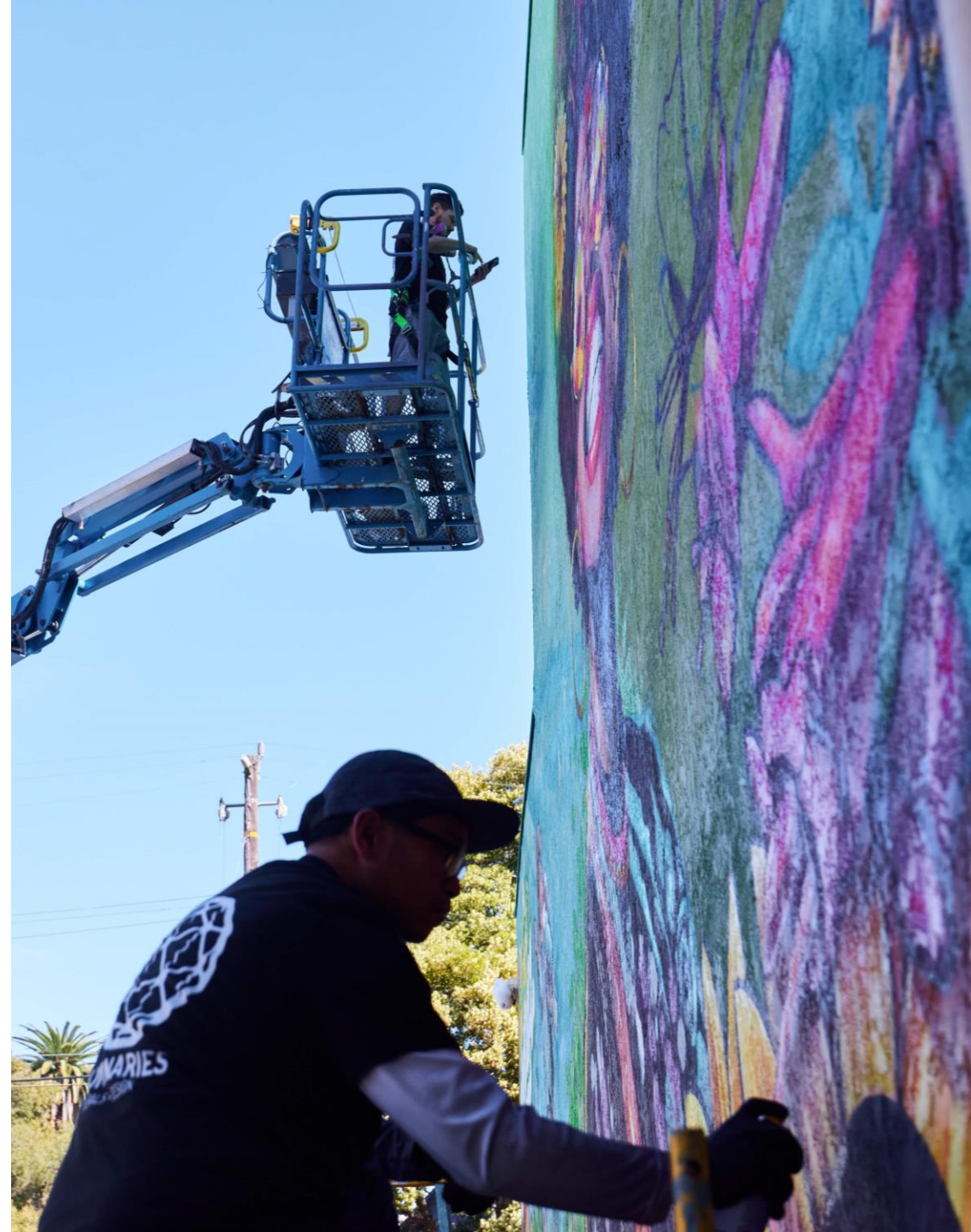


AGENCY GOAL 5A

**Increase understanding
of MCE's value through
storytelling**

Martinez Good Energy Mural

- **Purpose:** Create a mural that reflects MCE's community impact and partnership
- **Landing page:** mceCleanEnergy.org/martinez-mural
- **Location:** The City of Martinez, which joined MCE in 2018, is celebrating its 150th anniversary this year!
- **Community Partner & Mural Site:**
Boys & Girls Clubs of Contra Costa
1301 Alhambra Ave, Martinez, CA 94553
- **Marketing Team:** Lead: Heather Jordan;
Artist: Illuminaries



Martinez Good Energy Mural Community Event

In-Person Event Activities:

- Alhambra High School marching band performance
- Local food and beverages vendors – Barrelista Coffee House; Tacos Don Chai
- MCE and community partner booths – Loaves & Fishes; 350 Action Contra Costa
- Face painting and games – Hollis Banks; Boys & Girls Club

Attendance: 150 members of the community; including City of Martinez Council members and MCE Board members

Press: Organic earned media, including [NBC Bay Area News Spotlight](#) featuring artist interview (Tim Hon)

Marketing Team: Lead: Heather Jordan; Artist: Illuminaries; Support: Madeline Sarvey, JSR Strategies



Brand Awareness

Ad Campaign Results

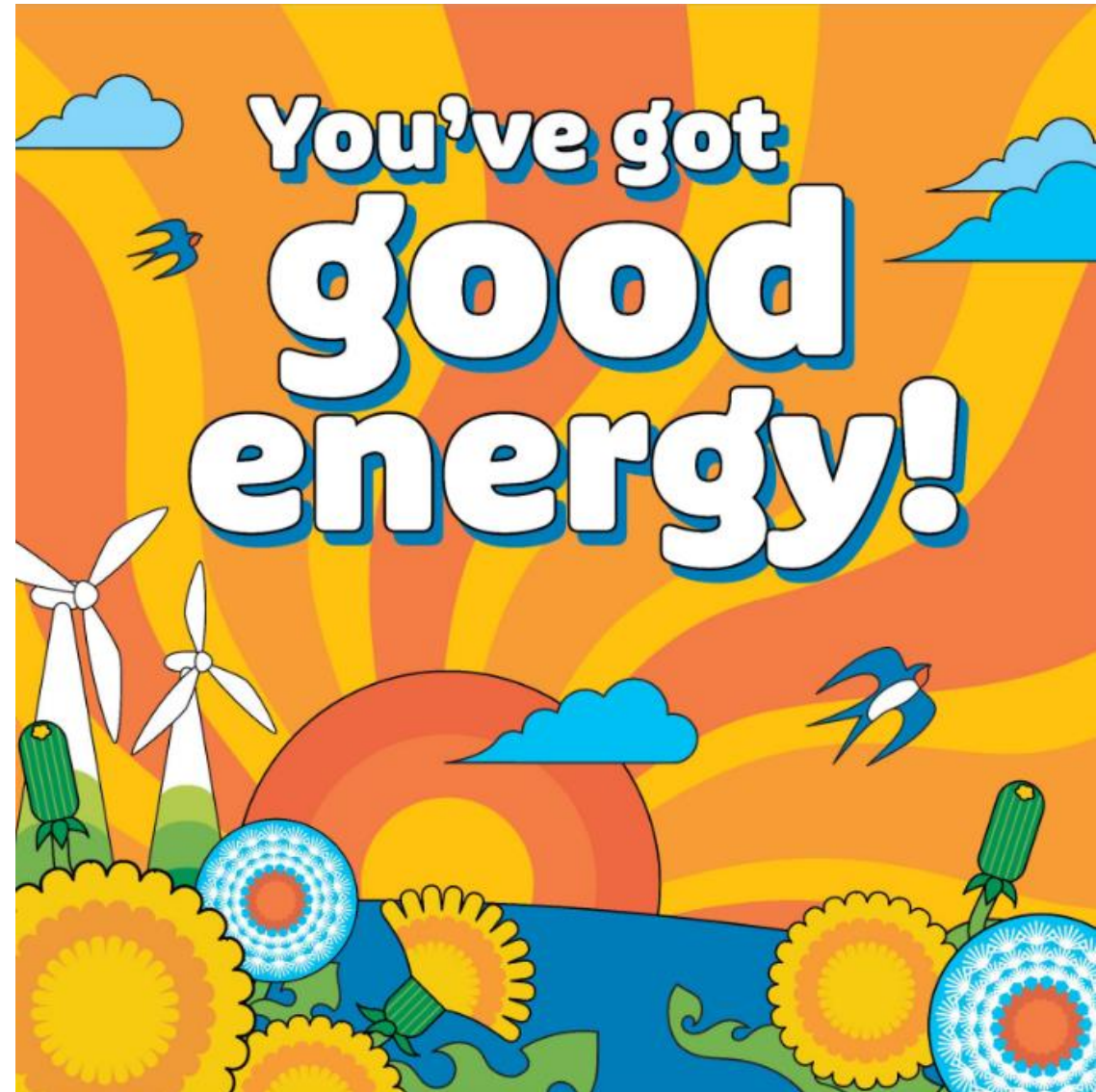
Purpose: Reinforce positive associations with MCE and deepen brand awareness

Performance Summary:

- Out-of-Home (Bus Tails & Queens): 4M impressions
- Social Media (animated, static, and user generated content video): 3.5M impressions
- Cable TV: 1.2M impressions
- Streaming Audio (Spanish only): 700k impressions
- Landing page (YouHaveGoodEnergy.com): 43k views

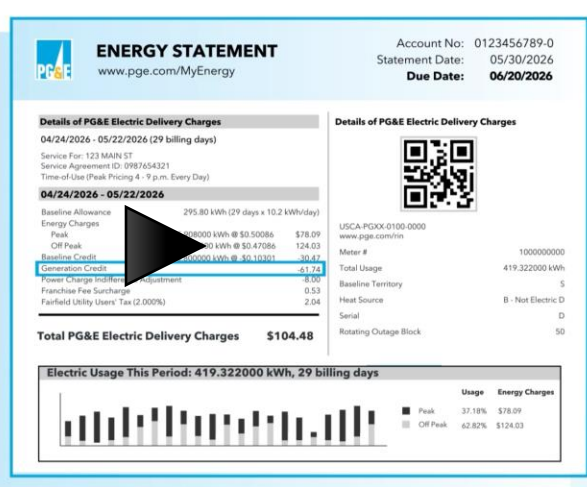
Duration: November 17, 2025 - February 9, 2026

Marketing Team: Lead: Heather Jordan; Support: Most Likely To



English video

PG&E credits back what they would have charged you for generation services



Understanding Your Bill

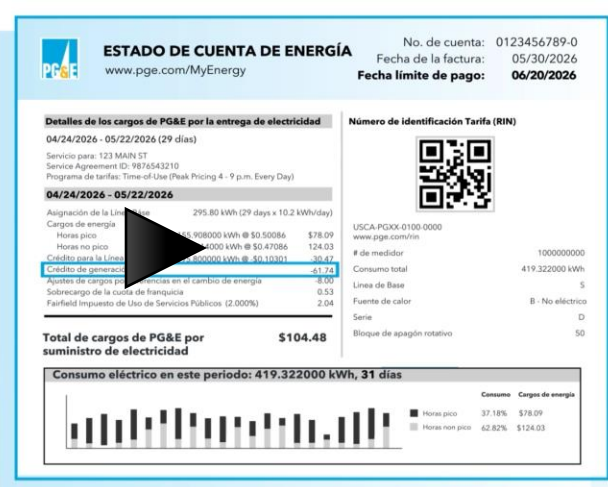
English & Spanish Explainer Videos

Messaging: Let's break down your monthly statement to understand what the charges mean

Marketing Team: Lead: Spike Lomibao; Support: Yett Marketing; JSR Strategies

Spanish video

PG&E le reembolsa lo que le habría cobrado por los servicios de generación



2025 Impact Report

Ads and Emails

Messaging: 15 years of clean energy, climate action, and community power

Campaign and Materials Created:

- Newsprint and digital ads: Daily Republic, East Bay Times, Marin Independent Journal, Napa Valley Register
- 6,690 [emails](#) sent

Landing page: mceCleanEnergy.org/our-impact

Duration: 1/15, 1/22, 1/29, 2/5

Outcomes: 2k visits to landing page

Team: Lead: Jenna Tenney; Support: Sarah Dillemath; Jennifer Beales; Debbie Lamb

Insurance says I owe Why does Quest diagnostics demand \$563?

“unspecified laterality diagnosis code” (a fancy way of saying they didn’t specify which side of your body was being treated), Quest should have immediately corrected and resubmitted the claim before the deadline.

Paraphrasing, our health care system is so messed up. I’ve experienced other health care systems around the world where claims errors like this are almost impossible to make. Everything is handled quickly and efficiently. For example, I just picked up a refill for prescription medication in Seoul, and the entire process from getting the prescription to walking out of the pharmacy with the medication took less than 10 minutes.

But this 18-month odyssey with Quest? Not so efficient.

Under most insurance contracts and state laws, providers have 90 to 365 days to submit claims. Quest apparently missed this deadline, which is entirely its fault, not yours.

You could have prevented some of this headache by closely monitoring your explanation of benefits. But honestly, patients shouldn’t have to be insurance claim

detectives.

When companies like Quest make filing errors, you have recourse. You could have escalated this to Quest’s executive team. Executive escalation often cuts through the bureaucratic nonsense.

Your insurance company, Lucent Health, also bears responsibility here. It should have proactively communicated about the claim status and worked to resolve the filing issue rather than leaving you in the dark for months.

After reviewing your case, I contacted Lucent Health on your behalf. Within days, the company voided the denial and reprocessed your claim. You were caught in a web of corporate incompetence, but persistence paid off. Your insurance is now covering the tests, as it should have from the beginning, and you won’t have to pay that outrageous \$562 retail rate.

Christopher Elliott is the founder of Elliott Advocacy, a nonprofit organization that helps consumers solve their problems. Email him at chris@elliott.org or get help by contacting him at the nonprofit’s site.

Donations seem to when not deserved

But Miss Manners also knows that sometimes one has no choice, if one wants to see the curtain call. In that case, the enthusiasm with which one applauds may be emphatically lessened.

That will teach ‘em.

Dear Miss Manners: My two daughters (ages 23 and 34) are beautiful and talented


where this kind of begging is considered even more “normal.” And as a possible host or co-host of these events, your own involvement is more direct—and therefore even more embarrassing.

Dear Miss Manners: We have a small half-bathroom downstairs that is mainly used by guests. As a cour-

000 Bay Area News Group | Section B | Sunday, February 1, 2026 15

MCE
CELEBRATES
15
YEARS OF SERVICE

2025 IMPACT REPORT
15 Years of Clean Energy,
Climate Action, and
Community Power




For 15 years, MCE has provided Marin, Contra Costa, Napa, and Solano communities with clean energy choices and transparent, public oversight. Our 2025 Impact Report highlights progress in financial strength, local investment, and sustainability across the region.


FINANCIAL STRENGTH
\$13 million net gain in fiscal year ending April 1, 2025 and investment-grade credit ratings (A S&P / A- Fitch)

PUBLIC ACCOUNTABILITY
Independent audits, board-approved budgets, and monthly financial reports published online

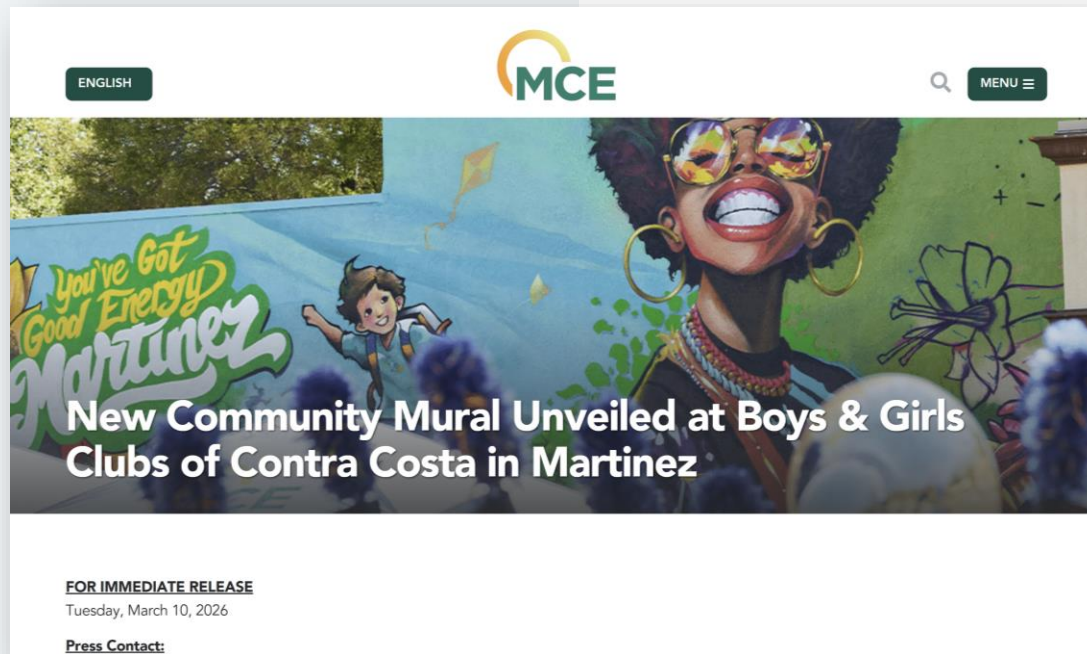
COMMUNITY INVESTMENT
More than \$400 million reinvested in local programs, clean-energy infrastructure, and jobs



Scan to learn more



Press Releases



- [MCE Board Approved 14% Generation Rate Reduction and Bill Relief Beginning April 1](#) – March 20, 2026
- [New Community Mural Unveiled at Boys & Girls Clubs of Contra Costa in Martinez](#) – March 10, 2026
- [MCE Board Votes on Proposed Rate Reduction and Bill Relief to Support Customers Amid State-Driven Cost Increases](#) – February 25, 2026
- [Cleaner Commutes Ahead: Select Bay Area Bridges Move to 100% Renewable Electricity](#) – February 9, 2026

Team: Lead: Jackie Nuñez; Support: Jenna Tenney; Madeline Sarvey

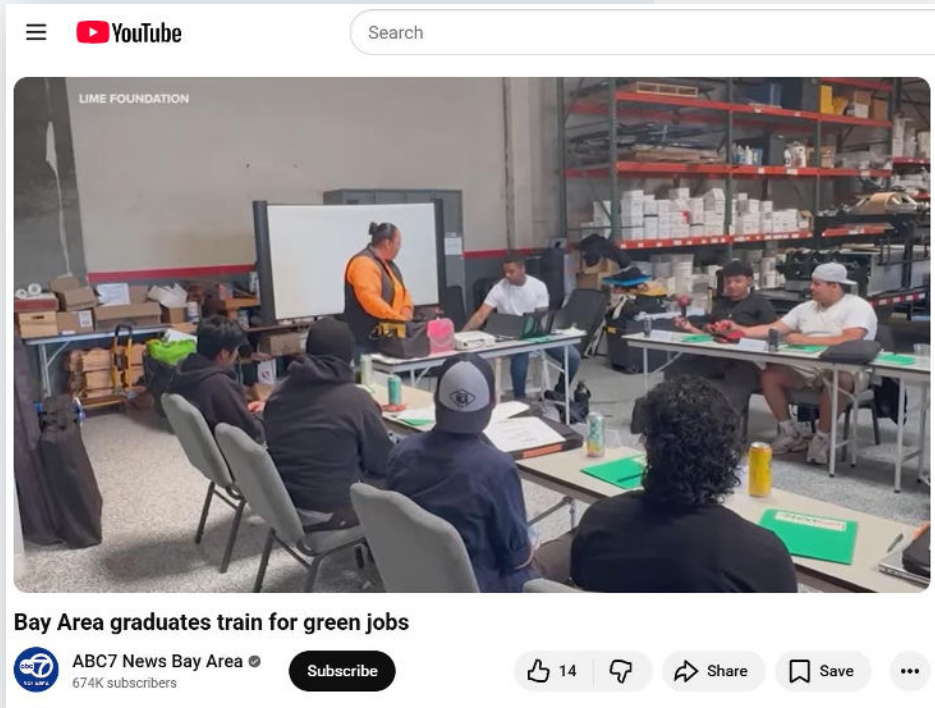
Communications Highlights

- Secured *North Bay Business Journal 40 Under 40 Award* for Mariela Herrick, Senior Community Development Manager
- Published LinkedIn thought leadership articles:
 - [The Transformative Power of Partnership](#) (Tyla Brown)
 - [Reflections from a Clean Energy Leadership Fellowship](#) (Sai Powar)
- Published 2 *Quarterly Communications Toolkits* to support partners in amplifying MCE messaging
- Published [2026 Supplier Diversity Report](#)
- Presented to 30+ SEI Climate Corps Fellows about MCE and effective communications for climate action

Team: Leads: Alexandra McGee (Supplier Diversity), Jared Blandon, Jackie Nuñez, Jenna Tenney, Rori Kirkpatrick (Supplier Diversity)



Earned Media Highlights



[Bay Area graduates train for green jobs \(video\)](#)
ABC7 Feature | Jan 5, 2026

[A look at MCE's first 15 years](#), Diablo Gazette (page 14)

[Pair of Solano bridges part of MCE's Deep Green program](#)
Daily Republic | Feb 11, 2026

[MCE board approves rate cuts starting in April](#)
Marin IJ | Feb 20, 2026

[Letter to the Editor from Javier Montalbo, MCE Customer Programs Mgr](#)
Marin IJ | Mar 3, 2026

[Why a Microgrid Didn't Pencil Out in this California Advanced Energy Community.](#)
Microgrid Knowledge | Mar 3, 2026

[Here's what it will take to unlock the potential of advanced energy communities](#)
Quitting Carbon | Feb 27, 2026

[MCE, Silicon Valley Clean Energy, and ev.energy's dynamic pricing pilot recognized for pioneering equitable grid flexibility and delivering 98% of EV charging off-peak.](#)
Press Release | Feb 25, 2026

[Mural unveiled to inspire climate change](#)
NBC Bay Area | Mar 5, 2026

Team Leads: Jackie Nuñez, Jared Blanton, Jenna Tenney; Support: M2M

Earned Media Highlights Cont.

Q&As

This California electricity provider is all-in on virtual power plants

In a conversation with Quitting Carbon, MCE's Sam Irvine talks about why the electricity provider is so bullish on virtual power plants: "This gives us another tool in the toolbox to help keep costs low and generate revenue."



Justin Gerdes

27 Mar 2026 — 11 min read

POWER

Arevon Starts Construction of \$600 Million Cormorant Energy Storage Project

Darrell Proctor

Sunday, March 29, 2026

SHARE:

An Arizona-headquartered developer, owner, and operator of renewable energy projects said construction of another major energy storage project is underway in California.



Arevon Energy on March 24 said it has begun building the 250-MW/1,000-MWh Cormorant Energy Storage Project in Daly City. The company said the \$600-million installation is expected to enter commercial operation next year.

The project's design has been expanded from its original 188 MW/752 MWh. The project's power generation is contracted under a long-term offtake agreement with MCE, an electricity provider serving more than 1.8-million customers across Contra Costa, Marin, Napa, and Solano counties.

[MCE on track to approve \\$700M budget](#)
Marin IJ | Mar 6, 2026

[New Community Mural Unveiled at Boys & Girls Clubs of Contra Costa in Martinez](#)

Contra Costa News | Mar 10, 2026

[MCE's Mariela Herrick Wins North Bay Business Journal's Forty Under 40 Award](#)
The Press Democrat | Mar 16, 2026

[Tiburon plans battery storage system at police station](#)
Marin IJ | Mar 26, 2026

[Napa Climate Summit looks at resilience](#)
Napa Valley Register | Mar 27, 2026

[This California electricity provider is all-in on virtual power plants](#)
Quitting Carbon | Mar 27, 2026

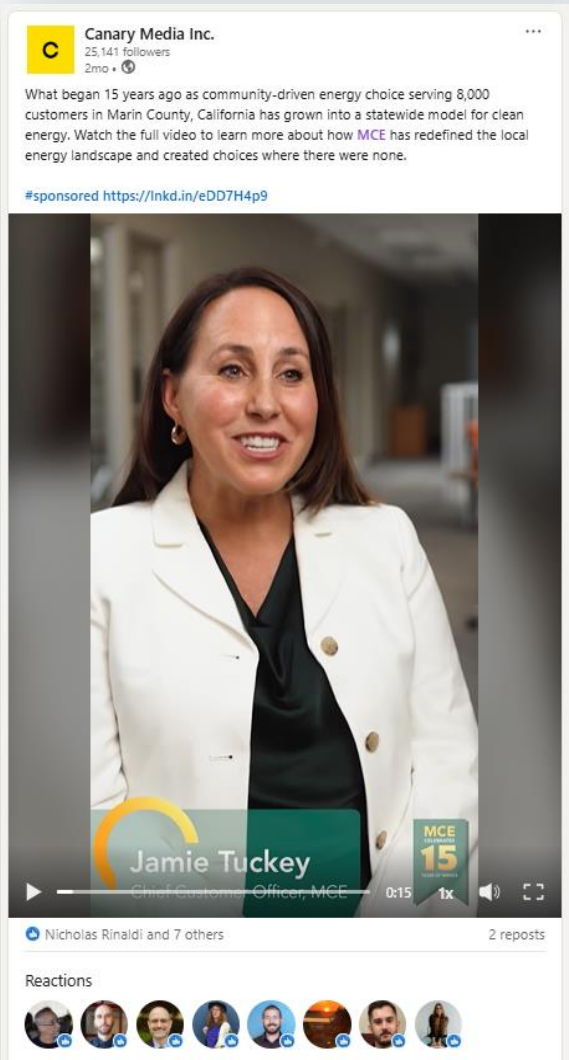
[Arevon Starts Construction of \\$600 Million Cormorant Energy Storage Project](#)
POWER Magazine | Mar 29, 2026

[Editorial: MCE plan for oversight panel deserves discussion](#)
Marin IJ | Mar 29, 2026

[This \\$600M California battery will power 321,000 homes at peak demand](#)
electrek | Mar 30, 2026

Team Leads: Jared Blanton, Jackie Nuñez, Jenna Tenney; Support: M2M

Social Media



Video Campaigns:

- 15 Anniversary video; partnered with Canary Media
 - 30k+ views across Facebook, Instagram, LinkedIn, YouTube
- Martinez Mural video

Key Analytics:

- 22% growth in followers across all platforms
- 5.29M impressions on Facebook
- LinkedIn has strongest engagement rate – 8.6% (vs. 2.7% industry avg.)

Team: Leads: Jackie Nunez, Jenna Tenney;
Support: Tripepi Smith

Social Media Ad Campaign Results

Performance:

- 1.8M impressions
- 638k accounts reached
- ~14k link clicks
- Total spend: ~\$8,500

Ad Placements: Meta (Facebook and Instagram)

Insights: Paid ads on blog posts and Deep Green champion spotlights were the most effective in driving traffic to our website

Team: Lead: Jenna Tenney; Support: Tripepi Smith





Help Your Community Access Funds to Support Climate Action

Learn More

Dear ,

Help us share these opportunities and stories with your partners to inspire action. Together we can do so much more!

Key Updates

- **How Energy Upgrades are Powering Safer Shelters in Marin:** Our partners at Homeward Bound of Marin received \$400,000 in [incentives](#)

Subscriber Emails

- **Newsletters – 12,619 emails sent**
 - [February](#) - 139 page visits; top content: [Contractor Finder tool](#)
 - [March](#) - 233 page visits; top content: [Find Rebates and Incentives](#)
- **Board Update – 296 emails sent**
 - [February](#) - opens: 22 board members; 29 muni staff; top content: [Bay Area graduates train for green jobs](#)
 - [March](#) - opens: 22 board members; 28 muni staff; top content: [New Community Mural Unveiled](#)
- **Community Power Coalition – 257 post-event emails sent**
- **Martinez Mural event – 135 emails sent**

Team: Lead: Jackie Nuñez; Support: Sarah Dillemath

Blog Posts



- [Understanding the California Climate Credit \(and What's Changing in 2026\)](#) – March 26, 2026
- [Community Choice is Energy Democracy in Action](#) – March 19, 2026
- [The Spring-Cleaning Checklist You're Missing: Energy Efficiency Habits That Lower Your Electricity Bill](#) – March 19, 2026
- [MCE Fact vs. Fiction: How Your Local Clean Energy Provider Works for You](#) – March 12, 2026
- [Spring Forward: How Daylight Savings Impacts Your Energy Use](#) – March 5, 2026
- [Join Us for the Mural Celebration in Martinez](#) – February 24, 2026
- [Celebrating Art, Community, and Partnership in Martinez](#) – February 5, 2026
- [Why Induction Cooktops Are a Game-Changer for Your Kitchen](#) – January 29, 2026
- [3 Smart Energy Goals to Power Your New Year](#) – January 22, 2026

Team: Lead: Jenna; Support: Madeline

Photography

Events:

Martinez Mural Celebration,
MCE All Staff: Headshots

Programs:

Home Electrification

Marketing Team:

Leads: Heather Jordan, Spike Lomibao;
Photographer: Hardy Wilson





Thank you!



mceCleanEnergy.org
marketing@mceCleanEnergy.org

Marketing Campaign Alert

2026 Spring Good Energy Advertising

Overview

The 2026 Spring Good Energy campaign will continue to raise brand awareness for MCE, connecting the messaging to the brand in a meaningful way. We are adding 1 new tactic: Cable TV ad (Spanish).

Campaign Details

- Landing Page: youhavegoodenergy.com
- 11 static digital ads: English & Spanish
- 6 animated digital ads: English & Spanish
- 4 bus tails + sides: English & Spanish
- 1 cable tv animated ad (English + Spanish): airing on the 7 highest rated networks (ESPN, HGTV, Food Network, Bravo, Discovery and live events on Sports Bay Area), 18 spots per week per network in all markets
- 1 user generated content (UGC) video (English & Spanish): I Dumped My Toxic Ex - The video will run on Meta platforms (Facebook + Instagram) and highlight proactively upgrading to a Heat Pump Water Heater, sending users to <https://mcecleanenergy.org/heat-pump-rebates> to learn more.

Timing

- April 27 - July 12, 2026

Target Audiences

- General Residential; targeting Adults 25+ in the MCE service area

Metrics

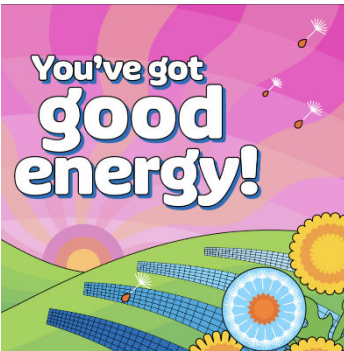
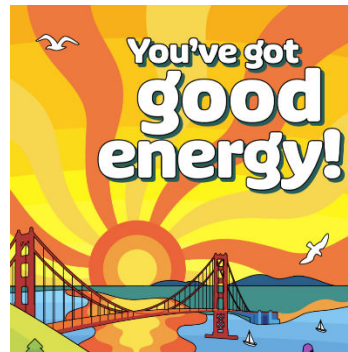
- Ad metrics: ad impressions, reach, click through rate and landing page traffic

Bus Tails & Sides (English + Spanish)





Static Ads & Animated Ads (English + Spanish)



Cable TV Ad

[English](#) | [Spanish](#)

Social User Generated Content (UGC) video: "I Dumped My Toxic Ex"

[English](#) | [Spanish](#)

Contact our team for questions: [Heather Jordan](#) [Nicole Busto](#) [Jared Blanton](#)



RE: Monthly Emerging Opportunities Update, May 5, 2026

From: Alexandra McGee, Vice President of Strategic Initiatives

Background:

As a commitment to MCE's priority to "Be fiscally prudent and amplify our impact by applying for and utilizing state, federal and other funding," staff formed an 'Emerging Opportunities Tiger Team' in early 2023 to secure external funding for MCE programs and community partners. Since then, this cross-departmental effort has met regularly to triage on funding opportunities, prepare for federal compliance requirements, and secure external grant writing support.

The Emerging Opportunities Tiger Team has continued to monitor, prepare for, engage with, and apply to various funding opportunities. Below is a monthly high-level summary of our recent work.

Completed:

- Partnered with Canal Alliance and Redwood Bikeshare to secure a \$20,000 grant expanding e-bike access in San Rafael's Canal neighborhood – a low-income Latino community with significant transportation barriers. Rooted in resident-identified priorities, grant activities will include community workshops and a guided ride series, all culturally responsive and co-designed with the community. MCE already provides sponsors e-bikeshare memberships for 60 Canal residents.
- Collaborated with Rebuilding Together East Bay on a proposal for factory-built homes. If awarded, MCE would be part of the community outreach budget, eligible for a portion of \$540,000 requested.
- Submitted MCE's content for Contra Costa County's Bay REPAIR proposal, including \$1M for MCE's Home Energy Storage program and \$200k for MCE's Green Workforce Pathways program.
- Submitted letter of support for Boys & Girls Club of Martinez to pursue electrification and energy efficiency retrofits for the facility.
- Provided GHG analysis for Benicia's Catalyst application to Bay REPAIR (including HVAC, thermostats, and EVs).

In progress:

- MCE is coordinating with the following to request funding from the Bay Area Air Quality Management District's Local Community Investment Fund (due in late May):

- Richmond - \$1.8M over 3-5 years to extend the Transformative Climate Communities partnership (electrification + roofs)
- Pittsburg - Bike lane and efficient lighting near Pittsburg BART station
- Concord - solar + EV charging stations
- Vallejo - EV fleets; update senior center to a cooling center
- Martinez - Solar + Battery Energy Storage + HVAC at Boys & Girls Club
- Solano County - Workforce, revolving loan fund
- Benicia - Pass through grant proposal for households near the refinery
- Urban Tilth - Electrification + tree planting
- First Five - Solar + Battery Energy Storage; EV charging stations; energy efficiency at a school in Vallejo
- Other grants shared with municipal partners
 - Union Pacific Railroad community benefits fund (due April 30)
 - People's Air Grant (due May 29)
 - Extreme Heat and Community Resilience grant program (due summer 2026)
- Equitable Building Decarb enrollment for NorCal has begun. Meeting with implementer - AEA - to discuss strategy together, largely informational partners to refer project sites back and forth.