



MCE Special Technical Committee Meeting
Tuesday, July 14, 2026
11:00 a.m.

1125 Tamalpais Avenue
San Rafael, CA 94901

2300 Clayton Road, Suite 1500
Concord, CA, 94520

Martinez City Hall
525 Henrietta St
Martinez CA 94533
(City of Martinez)

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

Remote Public Meeting Participation

Video Conference:

<https://us02web.zoom.us/j/82851037385?pwd=NTNsNXN4eXgvQ3AxNnp0UW5FSIkrUT09>

Phone: Dial (669) 900-9128, Meeting ID: 828 5103 7385, Passcode: 142534

DISABLED ACCOMMODATION: If you are a person with a disability who requires an accommodation or an alternative format, please contact MCE at (888) 632-3672 or ada-coordinator@mceCleanEnergy.org at least 72 hours before the meeting start time to ensure arrangements are made.

The Technical Committee 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)
5. Consent Calendar (Discussion/Action)

- C. 1. Approval of 6.5.26 Meeting Minutes
6. Committee Process for Agenda Setting (Discussion/Action)
7. Proposed First Amendment to Renewable Power Purchase Agreement with Mulqueeneey Wind Energy LLC (Discussion/Action)
8. Member Requests for Future Agenda Items* (Discussion/Action)
9. Committee & Staff Matters (Discussion)
10. Adjourn

**Committee Members may request items to be considered for future agendas. An item requested by a Committee Member will only be brought forward with a majority vote and it will appear on a future agenda for discussion only. After discussion and a majority vote, the item will be added to a future agenda for action with staff recommendations for further Committee consideration.*

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MCE TECHNICAL COMMITTEE MEETING MINUTES
Friday, June 5, 2026
10:00 A.M.

Present: Stephanie Andre, City of Larkspur, joined at 10:05 a.m.
Dion Bailey, City of Hercules, Chair
John McCormick, City of Lafayette
Devin Murphy, City of Pinole
Amanda Szakats, City of Pleasant Hill
Brianna Zorn, City of Martinez

Absent: Charles Palmares, City of Vallejo, Vice Chair

**Staff
& Others:** Jesica Brooks, Lead Board Clerk and Executive Assistant
Devin Hanel, Senior Power Procurement Manager
CB Hall, Director of Power Resources
Vicken Kasarjian, Acting CEO and Chief Operating Officer
Jonnie Kipyator, Power Analytics Principal Manager
Linda Lye, Senior Legal Counsel
Nathaniel Malcolm, Senior Commercial Counsel
Stephen Mariani, Manager of Power Resources
Catalina Murphy, General Counsel
Ashley Muth, Internal Operations Associate
James Parker, Pacific Energy Advisors
Justine Parmelee, VP of Internal Operations
Sylvia Potovsky, Internal Operations Intern
Mike Rodriguez-Vargas, Internal Operations Assistant
Enyonam Senyo-Mensah, Manager of Internal Operations
Sabrinna Soldavini, VP of Policy
Jamie Tuckey, Chief Customer Officer

1. Roll Call

(Video [0:00:00](#))

Chair Bailey called the regular Technical Committee meeting to order at 10:00 a.m. with quorum established by roll call.

2. Board Announcements (Discussion)

(Video [0:01:23](#))

Chair Bailey pulled items 8 and 9 from the agenda.

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3. Public Open Time (Discussion)

(Video [0:02:20](#))

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

4. Report from Chief Executive Officer (Discussion)

(Video [0:02:51](#))

Vicken Kasarjian, Acting CEO and Chief Operating Officer, introduced this item.

5. Consent Calendar (Discussion/Action)

(Video [0:06:41](#))

C.1 Approval of 5.1.26 Meeting Minutes

Action: It was M/S/C (Murphy/McCormick) to **Approve the Consent Calendar**. Motion carried by roll call vote. 5-Yays 1-Abstain (Abstention: Zorn Absent: Palmares).

6. Integrated Resource Plan Proceeding (Discussion/Action)

(Video [0:08:10](#))

Sabrina Soldavini, VP of Policy, Jonnie Kipyator, Power Analytics Principal Manager, and James Parker, Pacific Energy Advisors, presented this item and addressed questions from Committee members.

Chair Bailey opened the public comment period and there was a comment from member of the public, Alicia Minyen.

Action: No action required.

7. 2026 Open Season (Discussion)

(Video [1:43:19](#))

Stephen Mariani, Manager of Power Resources, and Devin Hanel, Senior Power Procurement Manager, presented this item and addressed questions from Committee members.

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

Action: No action required.

8. Modification to Committee Process for Agenda Setting (Discussion/Action)

Chair Bailey deferred this item to a future meeting.

9. Member Requests for Future Agenda Items (Discussion)

Chair Bailey deferred this item to a future meeting.

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10. Committee & Staff Matters (Discussion)

(Video [1:59:05](#))

There were no comments.

11. Adjournment

Chair Bailey adjourned the meeting at 11:58 a.m. to the next rescheduled meeting date of the Technical Committee.

Dion Bailey, Chair

Attest:

Justine Parmelee, Secretary



July 14, 2026

TO: MCE Technical Committee
FROM: Catalina Murphy, MCE General Counsel
RE: Committee Process for Agenda Setting (Agenda Item #06)

Dear Technical Committee Members:

Summary:

MCE's Technical Committee adopted a process for agenda setting at its May 1, 2026 meeting. This staff report serves to provide the Committee more procedural information related to the recently adopted process for agenda setting. The Committee may consider modifying the process adopted for agenda setting or keeping the process as approved.

Background:

At its May 1, 2026 regular meeting, the Technical Committee approved a motion to add a standing item to each Technical Committee meeting agenda as follows:

Member Request for Future Agenda Items* (Discussion/Action)

**Committee Members may request items to be considered for future agendas. An item requested by a Committee Member will only be brought forward with a majority vote and it will appear on a future agenda for discussion only. After discussion and a majority vote, the item will be added to a future agenda for action with staff recommendations for further Committee consideration.*

The Brown Act requires legislative bodies to provide the opportunity for public comment "before or during the legislative body's consideration of the item." (Gov. Code § 54954.3(a)(1).)

The process adopted by the Technical Committee at its May 1, 2026 meeting formalized the process for adding agenda items with a majority vote, thus requiring a roll call vote on each item proposed for discussion on future agendas. Because the Committee would be considering and taking action through a formal roll call vote on each potential agenda item addition, public comment is required before any roll call votes are conducted. To implement, the Technical Committee members could be invited to identify all of their items, then the public could be invited to comment, and then the Committee could deliberate and entertain motions for agenda item additions. The approved process indicates that the items that are voted on will then be presented at a future meeting for discussion and then further voted on to determine if another meeting is needed for the Committee to take action on this item.

Staff would respectfully request discretion to work with the Chair on *when* any matter identified for inclusion is placed on a future agenda and *whether* any item identified for inclusion in a future agenda should be agendaized as an informational item only, or would be appropriate and ready for action by the Committee, with an accompanying staff recommendation.

Fiscal Impacts:

None

Recommendation:

If the Committee desires to keep the agenda setting process as approved at its May 1, 2026 Technical Committee meeting, no action is needed.

If the Committee desires to adjust the approved agenda setting process, the Committee may consider a different process.



July 14, 2026

TO: MCE Technical Committee

FROM: Devin Hanel, Senior Power Procurement Manager

RE: Proposed First Amendment to Renewable Power Purchase Agreement with Mulqueeney Wind Energy LLC (Agenda Item #07)

ATTACHMENTS: A. First Amendment to Renewable Power Purchase Agreement between MCE and Mulqueeney Wind Energy LLC (Redacted)
B. Presentation

Dear Technical Committee Members:

Summary:

MCE staff is seeking approval to execute an amendment to the Renewable Power Purchase Agreement (“PPA”) with Mulqueeney Wind Energy LLC that would enable MCE to receive energy, renewable attributes, resource adequacy (“RA”) capacity attributes, and ancillary service products from the facility prior to the PPA start date of October 1, 2028.

MCE signed the PPA with Mulqueeney Wind Energy LLC, an 80 MW wind facility in Alameda County, CA, on September 5, 2025. Per the terms of the PPA, MCE has the right of first refusal on all PPA products that can be delivered prior to the PPA start date, or Expected Commercial Operations Date (ECOD), a period referred to as the “Pre-ECOD Delivery Term.” The facility is expected to come online by January 1, 2027, and the proposed amendment includes provisions that exclusively address the Pre-ECOD Delivery Term.

The Amendment allows MCE to begin receiving the full suite of products and associated benefits available under the PPA almost two years earlier than anticipated under favorable contract terms for MCE and without impacting the PPA delivery term.

Rationale:

The PPA Amendment is a good fit for MCE’s portfolio based on the following considerations:

- Energy and RA capacity produced by the facility would complement MCE’s existing portfolio of resources.
- The project is expected to supply 167,181 megawatt-hours (“MWh”) of renewable energy annually to MCE, or the annual electric needs of approximately 39,805 residential customers.
- The project location has reduced congestion risk and captures premium energy revenues in the California Independent System Operator (“CAISO”) market.

- The project will provide certainty through fixed-priced renewable energy and RA mitigating MCE's near-term market risk.
- The project is being developed and will be operated by an experienced team. Mulqueeney's parent company, Brookfield Renewables, operates a diverse portfolio of wind, solar, and energy storage totaling over 46,000 MW across five continents.

Facility / PPA & Amendment Overview

- Facility Name: Mulqueeney Wind
- Facility Size / Type: 80 MW wind generation facility
- Products under Contract: 75% of available PCC1 Energy, 100% of RA capacity, Ancillary Services
- Price: Fixed with no escalation over the delivery term
- Project location: Alameda County, California
- Pre-ECOD Delivery Commencement Date (Amendment): January 1, 2027
- Pre-ECOD Delivery Term (Amendment): 21 months until the Guaranteed Commercial Operation Date under the PPA
- Guaranteed Commercial Operation Date (PPA): October 1, 2028
- Credit: No credit or collateral obligations for MCE

Fiscal Impacts:

The expected net cost impact on the Fiscal Year Ending (FYE) 2027 budget is \$800,771. Additional costs and benefits will be accounted for in FYE 2028.

Recommendation:

Authorize execution of the Renewable Power Purchase Agreement Amendment with Mulqueeney Wind Energy LLC.

FIRST AMENDMENT TO
RENEWABLE POWER PURCHASE AGREEMENT

This **FIRST AMENDMENT TO RENEWABLE POWER PURCHASE AGREEMENT** (this “Amendment”), effective as of June [●], 2026, is entered into by Mulqueeny Wind Energy LLC, a Delaware limited liability company (“Seller”) and Marin Clean Energy, a California joint powers authority (“Buyer”).

WHEREAS, Seller and Buyer entered into a Renewable Power Purchase Agreement on September 5, 2025 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Agreement”); and

WHEREAS, the Parties desire to modify and amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, intending to be legally bound, the Parties hereby agree as follows:

1. **Definitions.** Any capitalized term used but not defined herein has the meaning assigned thereto in the Agreement.

2. **Amendment.**

(a) Section 1.1 of the Agreement is hereby amended by:

(i) deleting the defined term “Pre-ECOD Contract Price” in its entirety and replacing it with the following:

“Pre-ECOD Contract Price” has the meaning set forth in Exhibit S.

(ii) deleting the defined term “Pre-ECOD Product” in its entirety and replacing it with the following:

“Pre-ECOD Product” means Product in the amount of the Contract Quantity delivered commencing on the Pre-ECOD Delivery Commencement Date.

(iii) adding the following defined terms in the appropriate alphabetical order:

“Pre-ECOD Delivery Commencement Date” means the latest of (a) the first date that the CAISO informs Seller in writing that Seller may deliver Facility Energy to the CAISO, (b) the first date that the PTO informs Seller in writing that Seller has conditional or temporary permission to operate the Facility in parallel, and (c) January 1, 2027.

“Pre-ECOD Delivery Term” means the period commencing on the Pre-ECOD Delivery Commencement Date and ending upon the Commercial Operation Date.

(b) Annex A, attached hereto, is hereby added as a new Exhibit S of the Agreement.

(c) Section 3.6 of the Agreement is hereby replaced in its entirety as follows:

3.6 **Pre-ECOD Product**. Completion of the Facility is expected to occur prior to the Expected Commercial Operation Date. During the Pre-ECOD Delivery Term, Buyer shall purchase, and Seller shall sell, the Product in accordance with the terms of Exhibit S.

(d) Each of Section 17.1(e) and Section 17.1(f) of the Agreement is replaced in its entirety as follows:

(e) Construction All-Risk Insurance. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Pre-ECOD Delivery Commencement Date or, if the Pre-ECOD Delivery Term does not commence, prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming the Seller (and Lender if any) as the loss payee as its interest may appear.

(f) Contractor’s Pollution Liability. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Pre-ECOD Delivery Commencement Date or, if the Pre-ECOD Delivery Term does not commence, prior to the Commercial Operation Date, sudden and accidental Pollution Legal Liability Insurance in the amount of [REDACTED] per occurrence and in the aggregate, naming Seller (and Lender if any) as additional insureds. Pollution liability can be maintained as part of commercial general liability policy.

3. **Miscellaneous.**

(a) Limited Amendment; Effect on the Agreement. The execution, delivery and effectiveness of this Amendment shall be applicable only in the specific instance as expressly provided herein and shall not, except as expressly provided herein, constitute a waiver of any right, power or remedy of any party under the Agreement or any other documents, instruments and agreements executed and/or delivered in connection therewith, other than as set forth herein. Except as expressly provided hereby, all of the terms and provisions of the existing Agreement are, and shall remain, in full force and effect and are hereby ratified and affirmed. From and after the date hereof, each reference in the Agreement (including in the schedules and exhibits thereto) to “this Agreement,” “hereunder,” “hereof,” “herein,” or words of like import shall mean and be a reference to the Agreement as amended hereby.

(b) Counterparts. This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

(c) *Electronic Delivery*. This Amendment may be duly executed and delivered by a Party by executing and delivering, in electronic format (including portable document format (.pdf)), the signature page of a counterpart to the other Party, and, if delivery is made by electronic format, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Amendment shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered as of the date first written above.

**Mulqueeney Wind Energy LLC,
a Delaware limited liability company**

By: _____
Name: _____
Title: _____

**Marin Clean Energy,
a California joint powers authority**

By: _____
Name: _____
Title: _____

**Marin Clean Energy,
a California joint powers authority**

By: _____
Name: _____
Title: _____

Annex A

**EXHIBIT S
PRE-ECOD SALES**

(a) Pre-ECOD Purchase and Sale of Product. During the Pre-ECOD Delivery Term, Seller shall supply and deliver to Buyer the Contract Quantity of Product produced by or associated with the Facility, and Buyer will purchase the Contract Quantity of Product produced by or associated with the Facility, at the Pre-ECOD Contract Price. Seller shall provide Notice to Buyer that it intends to commence the Pre-ECOD Delivery Term at least sixty (60) days prior to commencement of the Pre-ECOD Delivery Term. Buyer may, during the Pre-ECOD Delivery Term, resell or use for another purpose all or a portion of the Contract Quantity of Product, after title and risk of loss thereto has been transferred to Buyer, provided that no such resale or use shall relieve Buyer of any obligations hereunder. During the Pre-ECOD Delivery Term, Buyer will have exclusive rights to offer, bid, or otherwise submit the Contract Quantity of Product, or any component thereof, from the Facility after the Delivery Point for resale in the market, and retain and receive any and all related revenues. Buyer has no obligation to purchase from Seller any Product that cannot be delivered to the Delivery Point as a result of an outage of the Facility, a Force Majeure Event affecting Buyer's ability to receive the Product at the Delivery Point, or a Curtailment Order.

(b) Pre-ECOD Contract Price. The Pre-ECOD Contract Price is [REDACTED].

(c) Pre-ECOD Product. The "Product" during the Pre-ECOD Delivery Term means:

- Facility Energy
- Attributes (Portfolio Content Category 1)
- Capacity Attributes (select options below as applicable)
 - Energy Only Status
 - Full Capacity Deliverability Status
- Ancillary Services

(d) Annual Forecasts for Pre-ECOD Delivery Term. No less than forty-five (45) days before (i) the anticipated Pre-ECOD Delivery Commencement Date and (ii) the beginning of each calendar year during the Pre-ECOD Delivery Term, Seller shall provide to Buyer a non-binding forecast of each month's average-day expected Facility Energy, by hour, for the following calendar year in a form substantially similar to the table found in Exhibit F-1 of the Agreement.

(e) Application of Exhibit C During Pre-ECOD Delivery Term. The Expected Energy for a twelve (12) consecutive month period of the Pre-ECOD Delivery Term is 222,908 MWh. Exhibit C shall apply *mutatis mutandis* during the Pre-ECOD Delivery Term as if the Delivery Term had commenced; provided, that during the Pre-ECOD Delivery Term, (i) references to Contract Year therein shall mean the twelve (12) consecutive month period beginning on the Pre-ECOD Delivery Commencement Date and each subsequent twelve (12) month period, or portion

thereof, during the Pre-ECOD Delivery Term, and (ii) the Curtailment Cap shall be prorated for any such period that is less than twelve (12) months.

(f) Application of Certain Provisions During Pre-ECOD Delivery Term. Without limiting any provisions of general applicability of the Agreement, during the Pre-ECOD Delivery Term, Section 3.2 (Sale of Green Attributes), Section 3.3 (Imbalance Energy), Section 3.4 (Ownership of Renewable Energy Incentives), Section 3.7 (Capacity Attributes), Section 3.9 (CEC Certification and Verification), Section 3.10 (California Renewables Portfolio Standard), Section 3.11 (Change in Law), Section 4.1 (Delivery), Section 4.2 (Title and Risk of Loss), Section 4.3(b) (Monthly Forecast of Facility Energy and Available Generating Capacity), Section 4.3(c) (Day-Ahead Forecast), Section 4.3(d) (Real-Time Forecasts), Section 4.3(e) (Forced Facility Outages), Section 4.3(f) (Forecasting Penalties), Section 4.3(g) (CAISO Tariff Requirements), Section 4.4 (Dispatch Down/Curtailment), Section 4.6 (Reduction in Delivery Obligation), Section 4.8 (WREGIS), Section 4.10 (Interconnection Capacity), and Exhibit D (Scheduling Coordinator Responsibilities) of the Agreement shall apply *mutatis mutandis* during the Pre-ECOD Delivery Term as if the Delivery Term had commenced and the Commercial Operation Date had occurred as of the Pre-ECOD Delivery Commencement Date. For greater clarity with respect to Exhibit D, at least sixty (60) days prior to the Pre-ECOD Delivery Commencement Date, (i) Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to authorize or designate Buyer (or Buyer's designee) as the Scheduling Coordinator for the Facility effective as of the Pre-ECOD Delivery Commencement Date, and (ii) Buyer shall, and shall cause its designee to, take all actions and execute and deliver to Seller and the CAISO all documents necessary to authorize or designate Buyer or its designee as the Scheduling Coordinator for the Facility effective as of the Pre-ECOD Delivery Commencement Date. Buyer shall cause its Scheduling Coordinator to reasonably cooperate with Seller during the testing and commissioning of the Facility prior to the Pre-ECOD Delivery Commencement Date.

(g) RA Shortfalls During Pre-ECOD Delivery Term. Section 3.8 (Resource Adequacy Failure) of the Agreement shall apply *mutatis mutandis* during the Pre-ECOD Delivery Term as if (i) the Delivery Term had commenced, and (ii) the RA Guarantee Date had occurred on the Pre-ECOD Delivery Commencement Date; provided, however, that if the Pre-ECOD Delivery Commencement Date occurs after [REDACTED], then solely for the purposes of determining the commencement of Seller's obligations under Section 3.8 during the Pre-ECOD Delivery Term, the RA Guarantee Date shall be deemed to have occurred on [REDACTED]; subject to the following: (A) during the Pre-ECOD Delivery Term, references to Contract Year therein shall mean the twelve (12) consecutive month period beginning on the Pre-ECOD Delivery Commencement Date and each subsequent twelve (12) month period, or portion thereof, during the Pre-ECOD Delivery Term, and (B) [REDACTED]

[REDACTED]

(h) [REDACTED]



Power Purchase Agreement Amendment with Mulqueeney Wind Energy LLC

MCE Technical Committee

July 14, 2026



Mulqueeny Wind

- Technology: Wind generation facility
- Capacity: 80 MW
- Energy: 167 GWh/year
- Owner/Operator: Brookfield Renewables
- PPA signed in September 2025
- Status: Under construction
- Avian Impact Mitigation: Turbine micrositing, AI-enabled cameras integrated into turbine operations

80MW

**wind in Alameda
County, CA**

Power Purchase Agreement Amendment

- “Pre-Expected Commercial Operations Date” (Pre-ECOD) product
 - Product Content Category 1 (PCC1) Renewable Energy from complementary NorCal wind profile
 - CAISO energy market revenues are correlated with MCE’s load costs due to its location near MCE’s service territory
 - Resource Adequacy (“RA”) Capacity, NorCal Wind reliability factor
- Expected Delivery Start Date: January 1, 2027
- No credit/collateral obligations for MCE

Notable Terms and Conditions

- Protective provisions for MCE
 - RA delivery guarantee
- Fixed price over the pre-ECOD delivery term
- Mirrored provisions of the PPA
- No impact to provisions during the PPA delivery term

Recommendations

Approve:

- Power Purchase Agreement Amendment between MCE and Mulqueeney Wind Energy LLC

Rationale:

- The project resource, size, specifications, and location contribute to and complement MCE's power portfolio
- The energy, PCC1, and resource adequacy benefits provide near-term procurement certainty for MCE
- The project is being developed and operated by a trusted counterparty
- The expected net cost impact on the current Fiscal Year (ending 2027) is approximately \$800k.