1. Board Announcements (Discussion)

2. Public Open Time (Discussion)

3. Report from Executive Officer (Discussion)

4. Approval of 8.20.14 Meeting Minutes (Discussion/Action)

5. County of Napa Outreach (Discussion)

6. Regulatory Affairs (Discussion)

7. Draft Addendum to Agreement with Noble Energy Solutions (Discussion/Action)

8. Office Move Update (Discussion)

9. Review 11.6.14 Draft Board Agenda (Discussion)
Marin Clean Energy
Executive Committee Meeting
Wednesday, October 15, 2014
9:00 A.M.

San Rafael Corporate Center, Boro Room
750 Lindaro Street, San Rafael, CA 94901

Agenda Page 2 of 2

10. Members & Staff Matters (Discussion)

11. Adjourn
Roll Call
Present:
Damon Connolly, City of San Rafael, Chair
Tom Butt, City of Richmond
Kate Sears, County of Marin
Sloan Bailey, Town of Corte Madera
Bob McCaskill, City of Belvedere

Absent: Denise Athas, City of Novato

Staff:
Dawn Weisz, Executive Officer
Jamie Tuckey, Communications Director
Emily Goodwin, Director of Internal Operations
Greg Morse, Business Analyst

Agenda Item #4 – Approval of 7.16.14 Minutes (Discussion/Action)
M/s Butt/McCaskill (passed 5-0) the approval of the 7.16.14 Executive Committee minutes. Director Athas was absent.

Agenda Item #5 – Monthly Budget Reporting Format (Discussion/Action)
M/s Bailey/McCaskill (passed 5-0) the revised monthly budget reporting format. Director Athas was absent.

Agenda Item #6 – Lease Agreement Options for MCE Office Space (Discussion/Action)
M/s Connolly/McCaskill (passed 5-0) the approval to bring the lease agreement for 700 Fifth Avenue to the September Board meeting for vote. Director Athas was absent.
Damon Connolly, Chair

ATTEST:

Dawn Weisz, Executive Officer
November 3, 2014

Your electric account(s) will be enrolled with MCE’s cheaper, greener power in February 2015—unless you choose to opt out.

Napa County Supervisors have voted to join MCE, a not-for-profit, community organization partnering with PG&E to provide your electric service. With our lower rates and cleaner energy, you can save on your monthly bill and do your part to clean up the environment!

We offer choices for 50-100% renewable energy from solar, wind, bioenergy, geothermal and hydroelectricity. Aside from lower rates and cleaner energy, not much will change. PG&E will still handle electric delivery, maintain the power lines, read your meter, and send your monthly bill. MCE will source cleaner power, called electric generation. Your bill will include charges for both PG&E electric delivery and MCE electric generation. You will never be double-billed for your service because MCE’s generation charge will replace PG&E’s.

Here are the options you now have for your power supply, and how to make your choice!

1. MCE’s Light Green 50% renewable energy
   How to Make Your Choice
   Do nothing and your account will be enrolled in February 2015

2. MCE’s Deep Green 100% renewable energy
   A penny more per kilowatt-hour, or about $4/month for the average home, gets you 100% renewable energy!
   How to Make Your Choice
   Enroll online or by phone

3. PG&E’s 22% renewable energy
   How to Make Your Choice
   Enroll online or by phone

It’s your choice and any of these is a simple phone call or website click away. Call 1 (888) 632-3674 or visit www.mceCleanEnergy.org to opt out or sign up for Deep Green. Please have your PG&E bill on hand to process your request.

Sincerely,

Dawn Weisz
MCE Executive Officer
MCE Terms and Conditions of Service

Rates
MCE electric generation rates are stable and affordable. Any changes to MCE rates will be adopted at duly noticed public MCE Board meetings. PG&E charges MCE customers a monthly Power Charge Indifference Adjustment (PCIA) and Franchise Fee Surcharge. These fees are always included in our cost comparisons. View MCE rates and PG&E cost comparisons at www.mceCleanEnergy.org/rates or call 1 (888) 632-3674 for more information.

Financial assistance programs like CARE (California Alternative Rates for Energy), FERA (Federal Electric Rate Assistance), and Medical Baseline Allowance remain the same with MCE. If you are enrolled in any of these programs with PG&E, you will continue to be enrolled if you choose MCE.

Billing
You will receive a single monthly bill from PG&E which will include MCE's electric generation charge. MCE's electric generation charge replaces PG&E's electric generation charge. MCE’s charge is not a duplicate charge or extra fee. PG&E will continue to charge for electric delivery services. If you opt out of MCE, PG&E will begin charging you for electric generation.

Enrollment
As a not-for-profit, community-based organization, MCE is the primary electric generation provider in unincorporated Napa County, Marin County and the Cities of Richmond and San Pablo. California State Assembly Bill 117, passed and signed into law in 2002, requires that programs like MCE automatically enroll customers.

Your account will be enrolled with MCE’s Light Green 50% renewable energy service on your regularly scheduled meter read date in February 2015. You may request to opt out at any time. You may also choose Deep Green 100% renewable energy. To opt out, or to sign up for Deep Green, call 1 (888) 632-3674 or visit www.mceCleanEnergy.org. Please have your PG&E account information on hand to process your request.

Opt Out
You may request to opt out of MCE at any time by calling 1 (888) 632-3674 or by visiting www.mceCleanEnergy.org/opt-out. Please have your PG&E account information on hand to process your request.

If you do not opt out before MCE service starts or within 60 days after MCE service starts you will be subject to the payment of a one-time $5 (residential) or $25 (commercial) termination fee, will not have the option to return to MCE for one year, and will be subject to PG&E’s terms and conditions of service. For information on PG&E’s terms and conditions visit www.mceCleanEnergy.org/terms. You will not be charged a termination fee if you opt out before MCE service starts or within the first 60 days after your enrollment with MCE, or if you cancel electric service. Your opt out request must be received 5 business days prior to your account meter read date in order to switch service to PG&E before your next billing cycle begins. Your account will be transferred to PG&E on your meter read date and cannot be transferred during a billing cycle. You will be charged for all electricity procured by MCE on your behalf prior to the cancellation or transfer of electric service to PG&E.

Failure to Pay
MCE may transfer your account to PG&E upon 14 calendar days’ written notice to you if you fail to pay your bill. If your service is transferred you will be required to pay the termination fee described above.

MCE is governed by a Board of Directors of elected officials from Marin County, Unincorporated Napa County, and the Cities of Richmond and San Pablo. We’re committed to protecting customer privacy. Learn more at www.mceCleanEnergy.org/privacy.
Bienvenido a MCE! Esperamos darle su servicio de generación eléctrica junto con PG&E!

MCE es un proveedor eléctrico de la comunidad, sin ánimo de lucro. MCE ofrece opciones de energía 50% y 100% renovable proveniente de recursos como solar, eólica, biomasa, geotérmica e hidroeléctrica.

MCE y PG&E se han asociado para ofrecer su servicio de electricidad. Mientras que PG&E entrega la energía eléctrica, mantiene las líneas de energía, lee el medidor y envía su factura mensual, MCE provee la electricidad (Generación) y así PG&E ya no lo tiene que hacer.

MCE ofrece ahora tarifas más bajas que las de PG&E. Las tarifas de descuento como CARE y Medical Baseline siguen lo mismo con MCE.

Gracias a MCE, ahora usted puede elegir de donde viene su energía, entre tres opciones diferentes:

1. Como el proveedor de servicio de su comunidad, su(s) cuenta(s) de energía han sido inscrita(s) automáticamente a la energía 50% renovable, MCE Verde Claro.

2. Puede optar por no participar en nuestro servicio de energía 100% renovable, MCE Verde Fuerte con tan solo un centavo adicional por kilovatio-hora, lo que llega a sumar solo $5 adicionales al mes a residentes en general o $13 a los negocios. La mitad de esa prima se invertirá en la construcción de nuevos proyectos de energía renovable locales.

3. Si no desea el servicio de MCE, puede optar por no participar y elegir PG&E como su proveedor de energía renovable del 22%.

Ud. elige, solo llamenos al 1 (888) 632-3674 o haciendo un simple clic en nuestro sitio web www.mceCleanEnergy.org. Tan simple como eso!

Sinceramente,

Dawn Weisz
MCE Executive Officer
Términos y Condiciones del Servicio de MCE

MCE está gobernado por una Junta de Directorios de funcionarios elegidos por el Condado de Marin, incluyendo sus ciudades y pueblos y además por la Ciudad de Richmond. MCE está comprometido a proteger la privacidad de sus clientes. Obtenga más información en www.mceCleanEnergy.org/privacy.

Las Tarifas
Las tarifas de generación eléctrica de MCE son estables y asequibles. PG&E le cobra mensualmente a los clientes MCE una cantidad de Ajuste de Indiferencia (PCIA) y un Recargo de Franquicia. Estas tarifas ya están incluidas en nuestras comparaciones de costos. Las podrá revisar en nuestro sitio web www.mceCleanEnergy.org/rates o llamando al 1 (888) 632-3674 para más información.

Los Programas de asistencia financiera como CARE (Tarifas Alternativas de Energía de California), FERA (Tarifas de Asistencia de Electricidad Federal), y Medical Baseline (Concesión Médica Básica) siguen siendo los mismos para los clientes MCE. Si usted está actualmente inscrito en alguno de estos programas con PG&E, usted continuará inscrito automáticamente cuando elija MCE.

Cualquier cambio en las tasas de MCE se adoptarán y serán debidamente anotadas en las sesiones públicas de la Junta de MCE.

La Facturación
Usted recibirá una única factura mensual de PG&E, la cual incluirá la tarifa de generación eléctrica de MCE. Ese cobro de generación eléctrica de MCE reemplaza el cobro de generación eléctrica PG&E. Ese cobro MCE ni se duplica ni es adicional. PG&E continuará cobrando los servicios de entrega de electricidad. Si Ud. opta por salirse de MCE, PG&E será quien le cobre por la generación eléctrica.

Inscripción
Como organización sin ánimo de lucro basada en la comunidad, MCE es el proveedor de generación eléctrica automático en la Ciudad de Richmond y el condado de Marin. La ley de la Asamblea Estatal de California 117, aprobada y promulgada en el 2002, exige que los programas como MCE inscriban automáticamente a los clientes.

Su cuenta ha sido inscrita en el servicio de energía 50% renovable, MCE Verde Claro. Usted puede solicitar optar por salirse en cualquier momento. También puede optar por energía 100% renovable, MCE Verde Fuerte. Para optar por salirse o para inscribirse en Verde Fuerte, por favor llame al 1 (888) 632-3674 o visite www.mceCleanEnergy.org. Tenga a mano su información de PG&E para procesar su solicitud.

Optar por Salire
Usted puede solicitar optar por salirse de MCE en cualquier momento llamando al 1 (888) 632-3674 o visitando www.mceCleanEnergy.org/opt-out.

Ud. tendrá un plazo de 60 días después del inicio del servicio con MCE para optar por salirse, de lo contrario deberá pagar una tarifa de cancelación única de $ 25 (comercial) y de $5 (residencial), no tendrá la opción de volver a MCE por un año, y estará sujeto a los términos y condiciones del servicio de PG&E. Para obtener información sobre los términos y condiciones de PG&E visite www.mceCleanEnergy.org/terms. No se le cobrará la tarifa de cancelación si opta dentro de los primeros 60 días después de su inscripción con MCE o si cancela el servicio eléctrico. Las cuentas serán transferidas a PG&E el día de la lectura eléctrica de su contador y no se puede transferir durante un ciclo de facturación. Para que su solicitud de exclusión voluntaria sea procesada en la siguiente fecha de lectura del contador, su solicitud debe ser recibida 5 días hábiles antes de la fecha de lectura del contador. Se le cobrará por la electricidad obtenida por MCE en su nombre antes de la cancelación o de la transferencia del servicio eléctrico a PG&E.

Falta de Pago
MCE puede transferir su cuenta a PG&E mediante notificación por escrito de 14 días, si usted no paga ninguna parte de los cobros de MCE en su factura. Si se transfiere el servicio, usted tendrá que pagar el cobro de cancelación descrito anteriormente.
Also, he is opposed to Manzana. He said that he will not approve the project if the Fed’s don’t give us a permit. He said that the CA Fish and Game is ok with the project, but the Dept of the Interior needs to give their ok. Without it, he won’t approve it.

----- Original Message ----- 
From: Cherry, Brian K
To: Bottorff, Thomas E
Sent: Mon May 31 21:27:43 2010
Subject: Peevey

Tom - Sara and I dinner with Mike last night. Carol had a political commitment in LA today and had to leave early so it was just the three of us and my daughter. The evening was social but we did delve into some work matters:

Oakley - Mike insisted again that he was putting Oakley last, to be filled in if some of the other projects don’t get built. I told him again that if that was his intent, then the PD needed revision because it didn’t approve, even conditionally, Oakley’s MWs. He reiterated that wasn’t true, but I told him he was mistaken and that we would come in and point out what needed to be corrected. Mike intimated that the Oakley problem would be addressed in the DWR Novation PD (second revision) but I told him that was risky. We needed changes to the LTPP itself if we wanted to keep Oakley alive. Mike was fine with that and said he would look into it.

Mike mentioned that Steve Larson had scheduled a visit to talk to him about Oakley and that Steve had already met with Clanon. I let Mike know that the developers, not PG&E had hired him. I also told Mike that a successful outcome on Oakley was important to Steve for growing his business with Capital Strategies and Mike understood the implication of that very clearly. I told him that Steve and Chevron were going directly to Schwarzenegger to get Oakley approved and Mike needed to be aware of that. Mike was very dismissive of the Governor, calling him a lame duck. That said, he didn’t tip his hand on the issue. Mike and Arnold and Steve are all close. We have our work cut out for us.

AB32 - Mike stated very clearly that he expects PG&E to step up big and early in opposition to the AB32 ballot initiative. He said it would undermine our reputation if we didn’t fund it, especially given the hits we have taken lately over SmartMeter, Marin and Prop 16 activities. Mike said he told Peter we need to spend at least $1 million. I asked for clarification and he said ‘at least’ doesn’t mean $1 million, it means a lot more. Mike said that we couldn’t spend $50 million on Prop 16 and then claim to be poor. He has approached Sempra and Edison and said we would have egg on our face if they came out in opposition to the initiative before we did. He said it would be a positive move that could help to repair fences with opponents of Prop 16.

Anniversary of PUC - at the end of January, the PUC is hosting a celebration of the Commission’s 100th Anniversary. Mike has put together a Committee headed by Pete Arth, Steve Larson and Bill Bagley who are forming a 501.3c committee (under Mike’s oversight). He expects PG&E, Sempra, Edison and AT&T to contribute $100,000 each to the celebration committee (Edison and AT&T have already confirmed they will contribute) . He said he mentioned it to Peter but wasn’t sure if he had mentioned it to anyone else - but that I was on notice. The amount is steep because the Committee expects to spend $150k or so and use the rest to fund other future Commission events that the State is unwilling to fund. For example, he mentioned he hosted 2 delegations from China recently and he had to fund the dinner for them out of his own pocket because the state is broke. At another event, John Bohn and Mike ponyed up $3,500 out of their own pocket for a lunch. He doesn’t want future Commissioners to face the same dilemma.

GRC - Mike is aware that we are looking for a good GRC decision. He said we have a decent judge who listens but that we couldn’t expect to win everything. I suggested we could live with $625 million and Mike chuckled a bit. I told him that we were concerned about restoring our infrastructure and Mike agreed, noting that TURN and DRA would ruin the industry if left to their own devices. He said to expect a decision in January - around the time of the PUC’s 100th Anniversary celebration. I told him I got the message.

Prop 16 - Mike confirmed that he dropped a Commission resolution opposing Prop 16 because he couldn't get Simon on Board. He was quite pleased with his editorial against Prop 16 and the positive feedback he received on it to date. He said he told Peter he thinks Prop
Mike also said that if we lose, the Board should hold me personally responsible if it fails. Mike thinks win or lose we have sullied our reputation and that it will be a long haul to burnish our credentials again. Mike said he received a call from David Baker regarding PG&E and our recent downfall from PR grace. He said David was looking for dirt and wanted to write an article that would show that our duplicity between what we say and what we do, particularly the contrast between how we behave in Washington and how we behave in California in regards to being Green. However, Mike said he told Baker that PG&E was a leader in CA too and that despite our heavy-handedness in Marin and in SFO on CCA, that we were making major strides to green our business - more so than Edison and Sempra.

CCA - Mike reiterated his belief that our "low road" tactics were not only ineffective but beneath us and have caused more harm than good. He believes we need to simply compare services and take a more positive and proactive outreach. He believes the negative campaign that we have utilized has created the perception again that we are the bully on the block. Mike said he doesn't really support CCA, but it is the law. He believes that nascent CCAs will fail but campaigns like ours turn off even the greatest admirers of our company.

EE Incentives - Mike complained that Bohn has been ineffective in moving this matter quickly. He was hopeful that we would resolve the final true-up this year. He suggested that Peter have lunch or dinner with John and tell him to speed things up. Mike supports us getting incentives but told me not to expect too much given the large amounts we got the last two years. I suggested to Mike that the numbers were still subject to debate, but we could reach some agreement. I jokingly suggested that if he gave us $26 million, we could come up with $3 million or so for AB 32. He said that is a deal he could live with - but we both agreed lots of things above my pay grade have to happen before that is a reality.

Meeting with Peter - Mike wanted to know how the meeting between him and Peter was received. I told him the feedback I had heard was all good and that Peter appreciated meeting with him.

Summit - Mike wants to talk about the direction we are headed as a Company - what we support moving forward relative to renewable policy, CCA, the City and County of SFO and our communication strategy for getting back in the public's good graces.

All in all, we had a nice evening a polished off two bottles of good Pinot. Mike is in Sacramento tomorrow and doesn't get back to the Commission until Wednesday.

That's all.
Addendum for Data Manager Services

Reference:
MASTER PROFESSIONAL SERVICES AGREEMENT
Between Noble Americas Energy Solutions LLC ("Noble")
And Marin Energy Authority ("MEA")
As of ("February 5, 2010")
Addendum Date: [February 8], 2013

This Addendum (the "Addendum") supplements the Marin Energy Authority Master Professional Services Agreement referred to above (the "Agreement") and supersedes the previously executed Addendum for Data Manager Services for the Operational Period set forth below.

This Addendum ("Addendum") is made part of the Master Professional Services Agreement ("Master Agreement") referred to above.

1. **OPERATIONAL PERIOD** The Operational Period for the Addendum shall be from April 1, 2013 through Dec 31, 2017.

2. **DESCRIPTION OF DATA MANAGER SERVICES** During the Operational Period Noble shall provide the Data Manager Services listed below.

(a) Electronic Data Exchange Services:
- Process CCASRs from/to the LDC which specify the changes to a customer’s choice of services such as enrollment in Marin Clean Energy ("MCE") Light Green or Deep Green service, On Bill Repayment (OBR) service, Balanced Payment Plan (BPP), customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
- Obtain all customer usage data from the LDC’s MDMA server to allow for timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).
- Maintain and communicate the amount to be billed by the LDC for services provided by MCE (810 Electronic Data Interchange Files).
- Receive and maintain all data related to payment transactions toward MCE charges from the LDC after payment is received by the LDC from customers (820 Electronic Data Interchange Files).
- Process CCASRs with PG&E when customer status changes.

(b) Qualified Reporting Entity ("QRE") Services:
- Consistent with terms and conditions included in the Qualified Reporting Entity Services Agreement(s) between MEA and Noble, serve as a QRE for certain locally situated, small-scale renewable generators supplying electric energy to MCE through its feed-in tariff ("FIT").
- Submit a monthly generation extract file to WREGIS on MCE’s behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
- For the purpose of collecting applicable generation and usage data for MCE FIT projects and consistent with the LDC’s applicable meter servicing agreement, serve as designated "subcontractor" for certain FIT projects: Noble shall receive applicable electric meter data from the LDC and shall provide such data to MCE for purposes of performance tracking and invoice creation.

(c) Customer Information System:
- Maintain an accurate customer database of all customers who are offered MCE service and identify each customer’s enrollment status, payment, collection status and correspondence with customer.
- Allow MCE to have functional access to the online database to add customer interactions and other account notes.
- Within eight months of contract date, allow MCE to view customer email or written letter correspondence within online database.
- Maintain and provide as needed historical usage data on all customers going back from start of service or no less than five years.
• Maintain viewing access, available to appropriate MEA staff, to view PG&E bills for MCE customers, including supporting the intuitive parsing and labeling of PG&E provided files.
• Process CCASR’s with PG&E when customer status changes.
• Maintain and communicate as needed record of customers who have been offered service with MCE but have elected to opt out, either before or after starting service with MCE.
• Maintain and communicate as needed records of Net Energy Metering credits for customers to be posted on bill and settled annually.
• When requested by MCE, place OBR charges on the relevant customer account, identified by SAID.
• When requested by customer and approved by MCE, place BPP charges on the relevant customer account, identified by SAID.
• Identify customers participating in OBR and BPP programs in database.
• Include OBR and BPP payment information in all relevant reports.
• Perform quarterly BPP reviews to assess appropriate customer charge level.
• Maintain all customer data according to MCE’s customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
• Maintain NES Security Breach Policy.
• Provide master customer list weekly, via SFTP, for MCE importation to web portal.

(d) Customer Call Center:
• Staff a call center during any Statutory Enrollment Period 24 hours a day, 7 days a week.
• Staff a call center during non-enrollment period between the hours of 7 AM and 7 PM PPT Monday through Friday, excluding LDC holidays.
• Ensure sufficient number of Data Manager Experts (trained to Tier 3 level proficiency) are available to seamlessly manage escalated calls between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding LDC holidays.
• Ensure that a minimum of 80% of all calls will be answered within 60 seconds during non-enrollment periods.
• Ensure a no greater than 10% abandon rate for all non-enrollment period calls.
• Record all inbound calls and make available to MEA staff upon request.
• Receive calls from MCE customers referred to Noble by the LDC and receive calls from MCE customers choosing to contact Noble directly without referral from the LDC.
• Provide a contact telephone number on the LDC invoice that would allow MCE customers to contact Noble directly.
• Collect and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.
• Respond to telephone inquiries from MCE customers using a script developed and updated quarterly by MEA. For questions not addressed within the script, refer inquiries either back to the LDC or to MEA.
• Respond to customer inquiries within 24 hours, including inquiries received either through telephone calls, email, fax or web-portal.
• Offer bi-annual cross training to LDC call center.
• Ensure monthly status reports are provided during the first week of each month
• Ensure weekly status reports are provided during enrollment periods.
• Provide translation services for messaging and inbound calls for Spanish, Vietnamese, Mandarin, Cantonese, Tagalog and Laotian languages.

(e) Billing Administration:
• Maintain a table of rate schedules provided by MEA, including Deep Green and On-Bill Repayment (OBR) Charges.
• Send OBR as a separate line item to PG&E for placement on monthly bill during term of repayment. Apply LDC account usage for all MCE customers against applicable rate to allow for customer billing.
• Review application of MCE rates to LDC accounts to ensure that the proper rates are applied to the accounts.
• Timely submit billing information for each customer to the LDC to meet the LDC billing window.
• Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, no more than two billing cycles.
Agenda Item #7: Existing Noble Addendum for Data Services

- Assist with annual settlement process for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to MCE designated printer.
- Provide customer mailing list to MCE designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
- Send an MCE provided letter to customers that are over 90 days and $250 overdue. If no payment is received from the customer within 60 days of notice being sent, issue a CCASR to return customer to LDC.

(f) Reporting:

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<td>Call Center Stats</td>
<td>Weekly, Monthly</td>
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<td>Deep Green Opt Up with Address</td>
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(g) Settlement Quality Meter Data:

- Noble shall provide MCE or MCE’s designated Load Serving Entity (“LSE”) with Settlement Quality Meter Data (“SQMD”) as required from LSE’s by the CAISO.
- Upon MEA’s request, Noble shall submit the SQMD directly to the CAISO on behalf of MCE or MCE’s designated LSE.
- The parties shall work together and agree on an acceptable format for the SQMD.
- MEA agrees that Noble shall have no responsibility for any changes or penalties assessed by the CAISO associated with the SQMD under an indemnity or otherwise.
- Noble shall prepare the SQMD using the same level of care that Noble would use if preparing the SQMD for its own account as an LSE, however, Noble hereby disclaims in advance that any representation is made or intended that the SQMD is necessarily complete, or free from error.

4. FEES

(a) Monthly Fee. Each month during the Operational Period, MEA shall pay Noble a $30,000 fee.

(b) Meter Fee. Each month during the Operational Period, MEA shall pay Noble $1.50 for each MCE Customer meter enrolled in the CCA service.

(c) Cancellation Fee. The Parties agree that the condition set forth in Section 7(a) of the Agreement has been satisfied and therefore the Cancellation Fee described in Section 7(a) of the Agreement shall no longer be applicable.
5. **PRICING ASSUMPTIONS**

The Fees defined in Section 4 are based on service to 125,000 meters. The parties acknowledge that a "material change" in such quantities may cause Noble to incur higher marginal costs to perform its obligations under this Agreement. A "material change" shall be at least a 20% deviation from 125,000 meters served. In the event of material change in Contract Quantities, Noble may adjust the fees in Section 4 as necessary to cover the higher marginal costs.

The Fees defined in Section 4 include only the services and items expressly set forth in this Addendum. Unless otherwise agreed to by the Parties in an Addendum, the cost of any additional deliverables provided by NES to MEA shall be passed through directly to MEA without mark-up using a labor rate of $150.00 per hour.

6. **NOTICES**

The notice addresses as set forth in Section 21 of the Agreement are updated as follows:

<table>
<thead>
<tr>
<th>Contract Manager:</th>
<th>MCE; Attn.: Emily Goodwin</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCE Address:</td>
<td>781 Lincoln Ave., Suite 320</td>
</tr>
<tr>
<td></td>
<td>San Rafael, CA 94901</td>
</tr>
<tr>
<td>Telephone No.:</td>
<td>(415) 464-6035</td>
</tr>
</tbody>
</table>

Notices shall be given to Contractor at the following address:

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Noble Americas Energy Solutions; Attn: Drake Welch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>401 West A Street, Suite 500</td>
</tr>
<tr>
<td></td>
<td>San Diego, CA 92101</td>
</tr>
<tr>
<td>Telephone No.:</td>
<td>(619) 684-8039</td>
</tr>
</tbody>
</table>

7. **DEFINITIONS**

"CCA Service" means Community Choice Aggregation Service which permits cities, counties or a joint powers agency whose governing boards have elected to acquire their electric power needs, hereinafter referred to as Community Choice Aggregators (CCA), to provide electric services to utility end-use customers located within their service area(s) as set forth in California Public Utilities Code Section 366.2 and other Commission directives.

"CCA Service Request ("CCASR")" means requests in a form approved by MCE's Local Utility to change a CCA's customer or utility customer's choice of services which could include returning a CCA's customer to bundled utility service or direct access service.

"LDC" means the relevant electric utility such as Pacific Gas and Electric Company.

"Mass Enrollment" means the automatic enrollment of customers into a CCA program where new service is being offered for the first time to a group of eligible customers.

"Meter Data Management Agent (MDMA) Services" means reading the LDC's customers' meters, validating the meter reads, editing the meter reads if necessary and transferring the meter reading data to a server pursuant to MCE's LDC standards.

"Statutory Enrollment Period" means three months prior to a Mass Enrollment, the month in which the Mass Enrollment occurs, and the two months following Mass Enrollment. The Statutory Enrollment Period takes place over a six month period.
NOBLE AMERICAS ENERGY SOLUTIONS LLC
By: 
Title: James M. Wood
President

MARIN ENERGY AUTHORITY
By: 
Title: Executive Officer

By: 
Title: Chairman of the Board
### Schematic Project Schedule

**Marin Clean Energy TI**  
700 5th Ave., San Rafael  
9/3/2014  
1 of 1

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Assume Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Starting from execution of lease:</strong></td>
<td></td>
</tr>
<tr>
<td>lease +10 da. Standard AIA Cost Plus construction contract signed and release to order long lead items</td>
<td>09.15.14</td>
</tr>
<tr>
<td>lease +24 da. 80% CD set issued for hard subcontractor bids</td>
<td>09.29.14</td>
</tr>
<tr>
<td>lease +52 da. Submit for Building Permit</td>
<td>10.27.14</td>
</tr>
<tr>
<td>lease +94 da. Building Permit issued (allowing for one round of plan check comments and re-submittal)</td>
<td>12.08.14 estimated timing based on recent history</td>
</tr>
<tr>
<td>lease +95 da. Start hard const. project including interior building fire sprinkler infrastructure (allow for holidays)</td>
<td>12.09.14 estimated timing not guaranteed</td>
</tr>
<tr>
<td>lease +95 da. Apply to MMWD for in-street sprinkler main work</td>
<td>12.09.14</td>
</tr>
<tr>
<td>lease +180 da. Substantial Completion</td>
<td>03.09.15 incl. deducts for holidays</td>
</tr>
</tbody>
</table>

**Post Occ.:**

- **NOTE:** Elevator and site work may be performed under separate permit pending further development
Marin Clean Energy
Board of Directors Meeting
Thursday, November 6, 2014
7:00 P.M.

San Rafael Corporate Center, Tamalpais Room
750 Lindaro Street, San Rafael, CA 94901

1. Board Announcements (Discussion)

2. Public Open Time (Discussion)

3. Report from Executive Officer (Discussion)

4. Consent Calendar (Discussion/Action)
   C.1 9.18.14 Board Retreat Minutes
   C.2 10.2.14 Board Minutes
   C.3 Monthly Budget Report

5. Appointment of Chair and Vice-Chair for MCE Board (Discussion/Action)

6. Resolution No. 2014-XX Honoring MCE Board Member Damon Connolly (Discussion/Action)

7. Appointment of Directors to MCE Standing Committees (Discussion/Action)
Marin Clean Energy
Board of Directors Meeting
Thursday, November 6, 2014
7:00 P.M.

San Rafael Corporate Center, Tamalpais Room
750 Lindaro Street, San Rafael, CA 94901

Agenda Page 2 of 2

8. Agreement with [Counterparty Name] for MCE Power Supply (Discussion/Action)

9. Energy Efficiency Update (Discussion)

10. Communications Update (Discussion)

11. Regulatory and Legislative Update (Discussion)

12. Board Member & Staff Matters (Discussion)

13. Adjourn