



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

**Board of Directors Meeting  
Thursday, June 20, 2019  
7:00 P.M.**

**Charles F. McGlashan Board Room, 1125 Tamalpais Avenue, San Rafael, CA 94901  
Mt. Diablo Room, 2300 Clayton Road, Suite 1150, Concord, CA 94920**

**Agenda Page 1 of 2**

**Swearing in of New Board Members**

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 3.21.19 Meeting Minutes
  - C.2 Approved Contracts Update
  - C.3 Updated MCE Voting Shares
  - C.4 Resolution 2019-03 Amending MCE's Conflict of Interest Code
  - C.5 Professional Services Agreement with Mogo Marketing and Media
  - C.6 Resolution 2019-04 Accepting an Administrative Extension to November 30, 2019 of the Credit Agreement with River City Bank in the Principal Amount of \$25,000,000
  - C.7 MCE Treasurer's Report: Statement of Investments
6. De-energizing, Critical Facilities and Emergency Alert Systems (Discussion)
7. Proposed MCE Rate Changes for July 1, 2019 (Discussion/Action)
8. New Board Member Additions to Committees (Discussion/Action)



Agenda material can be inspected at 1125 Tamalpais Avenue, San Rafael, CA 94901 on the Mission Avenue side of the building and at One Concord Center, 2300 Clayton Road, Concord, CA 94520 at the Clayton Rd. entrance. The meeting facilities are in accessible locations. If you are a person with a disability and require this document in an alternate format (example: Braille, Large Print, Audiotape, CD-ROM), you may request it by using the contact information below. If you require accommodation (example: ASL Interpreter, reader, note taker) to participate in any MCE program, service or activity, you may request an accommodation by calling (415) 464-6032 (voice) or 711 for the California Relay Service or by e-mail at [djackson@mceCleanEnergy.org](mailto:djackson@mceCleanEnergy.org) not less than **four work days** in advance of the event.



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

**Board of Directors Meeting**  
**Thursday, June 20, 2019**  
**7:00 P.M.**

**Charles F. McGlashan Board Room, 1125 Tamalpais Avenue, San Rafael, CA 94901**  
**Mt. Diablo Room, 2300 Clayton Road, Suite 1150, Concord, CA 94920**

**Agenda Page 2 of 2**

9. Adjustment of Scope of Work for Executive Committee  
(Discussion/Action)
10. Regulatory and Legislative Updates (Discussion)
11. Board Matters & Staff Matters (Discussion)
12. Adjourn



Agenda material can be inspected at 1125 Tamalpais Avenue, San Rafael, CA 94901 on the Mission Avenue side of the building and at One Concord Center, 2300 Clayton Road, Concord, CA 94520 at the Clayton Rd. entrance. The meeting facilities are in accessible locations. If you are a person with a disability and require this document in an alternate format (example: Braille, Large Print, Audiotape, CD-ROM), you may request it by using the contact information below. If you require accommodation (example: ASL Interpreter, reader, note taker) to participate in any MCE program, service or activity, you may request an accommodation by calling (415) 464-6032 (voice) or 711 for the California Relay Service or by e-mail at [djackson@mceCleanEnergy.org](mailto:djackson@mceCleanEnergy.org) not less than **four work days** in advance of the event.

**DRAFT**

**MCE BOARD MEETING MINUTES  
Thursday, March 21, 2019  
7:00 P.M.**

**Mt. Diablo Room  
2300 Clayton Road, Suite 1150  
Concord, CA 94520**

**Charles F. McGlashan Board Room  
1125 Tamalpais Avenue  
San Rafael, CA 94901**

---

**Call to Order: Chair Kate Sears called the regular meeting to order at 7:05 P. M.**

**Present:** Mike Anderson, City of Lafayette (*San Rafael*)  
Denise Athas, City of Novato (*San Rafael*)  
Sloan Bailey, Town of Corte Madera (*San Rafael*)  
Tom Butt, City of Richmond (*San Rafael*)  
Barbara Coler, Town of Fairfax (*San Rafael*)  
Kevin Haroff, City of Larkspur (*San Rafael*)  
Sue Higgins, City of Oakley (Concord)  
Greg Lyman, City of El Cerrito (*San Rafael*)  
Bob McCaskill, City of Belvedere (*San Rafael*)  
Tim McGallian, City of Concord (*Concord*)  
Elizabeth Patterson, City of Benicia (*Concord*)  
Scott Perkins, City of San Ramon (*Concord*)  
Rupert Russell, Town of Ross (*San Rafael*)  
Vincent Salimi, City of Pinole (*San Rafael*)  
Kate Sears, County of Marin (*San Rafael*)  
Shanelle Scales-Preston, City of Pittsburg (*Concord*)  
Renata Sos, Town of Moraga (*Concord*)  
Brad Wagenknecht, County of Napa (*San Rafael*)  
Justin Wedel, City of Walnut Creek (*Concord*)  
Jon Welner, Town of Tiburon (*San Rafael*)  
Ray Withy, City of Sausalito (*San Rafael*)

**Absent:** Lisa Blackwell, Town of Danville  
Arturo Cruz, City of San Pablo  
Federal Glover, Contra Costa County  
Ford Greene, Town of San Anselmo  
Andrew McCullough, City of San Rafael  
Sashi McEntee, City of Mill Valley  
Rob Schroder, City of Martinez

**Staff  
& Others:**

Darlene Jackson, Board Clerk/Executive Assistant to CEO  
Vicken Kasarjian, Chief Operating Officer  
Alexandra McGee, Community Power Organizer

**DRAFT**

Catalina Murphy, Legal Counsel  
Enyo Senyo-Mensah, Internal Operations Assistant  
Garth Salisbury, Finance Director of Finance  
Daniel Settlemyer, Regulatory and Policy Assistant  
Heather Shepard, Director of Public Affairs  
Taylor Sherman, Internal Operations Assistant  
Alice Stover, Director Customer Programs  
Maira Strauss, Senior Finance Analyst  
Shalini Swaroop, General Counsel  
Lisa Barrett Sween, Outside Counsel, Jackson Lewis  
Dawn Weisz, Chief Executive Officer  
Sandra Zelaya, Public Affairs Assistant

**CLOSED SESSION**

**Conference with Legal Counsel – Anticipated Litigation  
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2).  
One case.**

**Swearing in of New Board Members**

CEO, Dawn Weisz conducted the Oath of Office for the following new Board members: Mike Anderson, City of Lafayette, Tim McGallian, City of Concord, and Shanelle Scales-Preston, City of Pittsburg. The new Board members were welcomed.

**1. Roll Call/Quorum**

Director Kate Sears called the regular meeting to order at 7:05 P.M. with quorum established by roll call.

**2. Board Announcements (Discussion)**

There were none.

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

Chair Sears opened the public comment period and there were no speakers.

The regular meeting was adjourned to Closed Session at 7:10 P.M.

The regular meeting was reconvened at 7:45 P.M.

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

CEO, Dawn Weisz, reported on the following:

- Eight new Board members were introduced

**DRAFT**

- Introduced Director of Finance, Garth Salisbury and COO, Vicken Kasarjian shared a bit of Mr. Salisbury's background.
- Certification Letter from the CPUC was received approving Solano County as MCE member. It is expected that Solano County will appoint an MCE Board representative soon.
- The City of Mill Valley is formalizing the process to delegate MCE representation to the City of Sausalito per provisions stated in MCE's JPA.
- Consent Calendar item C.4, First Agreement with CLEAResult has been pulled from the agenda for further discussion.
- PG&E rate changes will be delayed due to issues on the regulatory front.
- MCE participated in a recent Senate Committee Hearing.
- MCE website survey will be open until Monday.

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

- C.1 Approval of 10.18.18 Meeting Minutes
- C.2 Approval of 1.28.19 Special Meeting Minutes
- C.3 Approved Contracts Update
- C.4 First Agreement with CLEAResult Consulting, Inc.

Chair Sears opened the public comment period and there were no speakers.

Action: It was M/S/C (Perkins/Patterson) to **approve Consent Calendar items: C.1, C.2, and C.3.** Item C.4 was removed for further discussion. Motion carried by unanimous vote. (Abstained: Director Higgins on C.1 and C.2)

Action: **It was M/S/C (Wagenknecht/McGallian) to approve Consent Calendar item C4.** Motion carried by unanimous vote.

(Absent: Directors: Lisa Blackwell, Arturo Cruz, Federal Glover, Ford Greene, Andrew McCullough, Sashi McEntee and Rob Schroder).

**6. Presentation of Charles F. McGlashan Advocacy Award (Discussion/Action)**

Alexandra McGee, Community Power Organizer, presented this item and addressed questions from Board members.

Chair Sears opened the public comment period and there were comments from member of the public, Wei-Tai Kwok, Sustainability Lafayette.

Action: It was M/S/C (Haroff/Patterson) to **Honor Sustainable Lafayette, Resilient Neighborhoods, and Verna Causby-Smith with EAH Affordable Housing as the recipients of the 2018 Charles F. McGlashan Advocacy Award.** Motion carried by unanimous vote. (Absent: Directors: Lisa Blackwell, Arturo Cruz, Federal Glover, Ford Greene, Andrew McCullough, Sashi McEntee and Rob Schroder).

**DRAFT**

**7. New Board Member Additions to Committees (Discussion/Action)**

Dawn Weisz, Chief Executive Officer, presented this item and addressed questions from Board members.

Chair Sears opened the public comment period and there were no speakers.

Action: It was M/S/C (Wedel/Anderson) to **approve the following members be added to the following Committees: Technical Committee: Justin Wedel and Executive Committee: Renata Sos and Tim McGallian.** Motion carried by unanimous vote. (Absent: Directors: Lisa Blackwell, Arturo Cruz, Federal Glover, Ford Greene, Andrew McCullough, Sashi McEntee, Rob Schroder).

**8. Proposed Budgets for Fiscal Year 2019/20 (Discussion/Action)**

Garth Salisbury, Director of Finance, presented this item and addressed questions from Board members.

Chair Sears opened the public comment period and there were no speakers.

Action: It was M/S/C (Haroff/Perkins) to **approve: 1) the proposed Budgets for FY 2019/20 and, 2) the consolidation of the Local Renewable Energy Development Fund and the Renewable Energy Reserve Fund and renaming of the fund to Local Renewable Energy and Program Development Fund.** Motion carried by unanimous vote. (Absent: Directors: Lisa Blackwell, Arturo Cruz, Federal Glover, Ford Greene, Andrew McCullough, Sashi McEntee, Rob Schroder).

**9. Resolution No. 2019-02 Appointing Chief Operating Officer as Treasurer (Discussion/Action)**

Dawn Weisz, Chief Executive Officer, presented this item and addressed questions from Board members.

Chair Sears opened the public comment period and there were no speakers.

Action: It was M/S/C (Athas/Patterson) to **adopt Resolution 2019-02 Appointing Chief Operating Officer as Treasurer of MCE.** Motion carried by unanimous roll call vote. (Absent: Directors: Lisa Blackwell, Arturo Cruz, Federal Glover, Ford Greene, Andrew McCullough, Sashi McEntee, Rob Schroder).

**10. Amendment to MCE Policy 014: Investment Policy (Discussion/Action)**

**DRAFT**

Garth Salisbury, Director of Finance, presented this item and addressed questions from Board members.

Chair Sears opened the public comment period and there were no speakers.

Action: It was M/S/C (Patterson/Lyman) to **approve the amended MCE Policy 014: Investment Policy pending changes to Bankers Acceptances and Money Market Fund ensuring language consistency.** Motion carried by unanimous roll call vote. (Absent: Directors: Lisa Blackwell, Arturo Cruz, Federal Glover, Ford Greene, Andrew McCullough, Sashi McEntee, Rob Schroder).

**11. Resolution No. 2019-01 Regarding LAIF Investments (Discussion/Action)**

Garth Salisbury, Director of Finance, presented this item and addressed questions from Board members.

Chair Sears opened the public comment period and there were no speakers.

Action: It was M/S/C (Anderson/McGallian) to **1) adopt Resolution 2019-01 Rescinding Resolution No. 2018-05 and Authorizing Investment of Monies in the Local Agency Investment Fund and, 2) revisit the item at May Executive Committee.** Motion carried by unanimous roll call vote. (Absent: Directors: Lisa Blackwell, Arturo Cruz, Federal Glover, Ford Greene, Andrew McCullough, Sashi McEntee, Rob Schroder).

**12. Ordinance 2018-02 Establishing an Alternative Claims Procedure (Discussion/Action)**

Catalina Murphy, Legal Counsel, presented this item and addressed questions from Board members.

Chair Sears opened the public comment period and there were no speakers.

Action: It was M/S/C (Wedel/Sos) to **waive second reading and adopt Ordinance 2018-02 of the Board of Directors of Marin Clean Energy Establishing an Alternative Claims Procedure pursuant to Government Code 935.** Motion carried by unanimous roll call vote. (Absent: Directors: Lisa Blackwell, Arturo Cruz, Federal Glover, Ford Greene, Andrew McCullough, Sashi McEntee, Rob Schroder)

**13. Update on MCE Community Activities and Interface (Discussion)**

Heather Shepard, Director of Public Affairs, presented this item and addressed questions from Board members.

Chair Sears opened the public comment period and there were no speakers.

Action: No action required.

**DRAFT**

**14. Board Matters & Staff Matters (Discussion)**

There were no announcements.

**15. Adjournment**

Chair Kate Sears adjourned the meeting at 10:13 P.M. to the next scheduled Board Meeting on April 18, 2018.

---

**Kate Sears, Chair**

**Attest:**

---

**Dawn Weisz, Secretary**





June 20, 2019

TO: MCE Board of Directors  
 FROM: Bill Pascoe, Power Supply Resources Coordinator  
 RE: Approved Contracts Update (Agenda Item #05 – C.2)

Dear Board Members:

**SUMMARY:** This report summarizes agreements entered into by the Chief Executive Officer and if applicable, the Chair of the Technical Committee since the last regular Board meeting in March. This summary is provided to your Board for information purposes only.

### Review of Procurement Authorities

In March 2018, your Board adopted Resolution 2018-03 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 Chief Executive Officer is required to report all such contracts and agreements to the MCE Board of Directors on a regular basis.

### Summary of Agreements

Month	Purpose	Maximum Annual Contract Amount	Term of Contract
March 2019	Sale of Resource Adequacy	(\$20,000)	Under 1 Year
March 2019	Sale of Resource Adequacy	(\$130,000)	Under 1 Year
March 2019	Sale of Resource Adequacy	(\$50,00)	Under 1 Year
April 2019	Purchase of Bundled Renewable Energy	\$1,100,000	Under 1 Year
April 2019	Purchase of Bundled Renewable Energy	\$175,000	Under 1 Year
April 2019	Sale of Resource Adequacy	(\$35,000)	Under 1 Year
April 2019	Sale of Resource Adequacy	(\$300,000)	Under 1 Year
April 2019	Purchase of Resource Adequacy	\$250,000	Under 1 Year
April 2019	Purchase Resource Adequacy	\$70,000	Under 1 Year
April 2019	Sale of Resource Adequacy	(\$175,000)	Under 1 Year
April 2019	Sale of Resource Adequacy	(\$50,000)	Under 1 Year
April 2019	Sale of Resource Adequacy	(\$30,000)	Under 1 Year

<i>April 2019</i>	<i>Purchase of Carbon Free energy</i>	<i>\$600,000</i>	<i>Under 1 Year</i>
<i>April 2019</i>	<i>Purchase of Carbon Free energy</i>	<i>\$725,000</i>	<i>1-5 Years</i>
<i>April 2019</i>	<i>Purchase of Carbon Free energy</i>	<i>\$775,000</i>	<i>1-5 Years</i>
<i>May 2019</i>	<i>Purchase of Resource Adequacy</i>	<i>\$1,300,000</i>	<i>Under 1 Year</i>
<i>May 2019</i>	<i>Sale of Resource Adequacy</i>	<i>(\$110,000)</i>	<i>Under 1 Year</i>
<i>May 2019</i>	<i>Sale of Resource Adequacy</i>	<i>(\$85,000)</i>	<i>Under 1 Year</i>
<i>May 2019</i>	<i>Purchase of Bundled Renewable Energy</i>	<i>\$775,000</i>	<i>Under 1 Year</i>
<i>May 2019</i>	<i>Purchase of Resource Adequacy</i>	<i>\$1,600,000</i>	<i>1-5 Years</i>
<i>May 2019</i>	<i>Purchase of Bundled Renewable Energy</i>	<i>\$9,300,000</i>	<i>1-5 Years</i>
<i>May 2019</i>	<i>Purchase of System Energy</i>	<i>\$7,500,000</i>	<i>1-5 Years</i>
<i>May 2019</i>	<i>Purchase of System Energy</i>	<i>\$34,500,000</i>	<i>1-5 Years</i>

**Fiscal Impact:** Expenses associated with these Contracts and Agreements that are expected to occur during FY 2019/20 are within the FY 2019/20 Operating Fund Budget. Expenses associated with future years will be incorporated into budget planning as appropriate. Total sales during FY 2019/20 were \$985,000.

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



June 20, 2019

TO: MCE Board of Directors

FROM: Kirby Dusel, Resource Planning & RE Programs

RE: Board of Directors Voting Shares Update (Agenda Item #05 – C.3)

ATTACHMENTS: A. MCE Joint Powers Agreement  
B. Exhibit D to the MCE Joint Powers Agreement: Voting Shares

---

Dear Board Members:

Consistent with the MCE Joint Powers Agreement (“JPA”), attached hereto as Attachment A, your Board is attributed voting shares based on current MCE membership as well as the respective retail electric loads of each member community.<sup>1</sup> Such voting shares are determined via a two-step process, which considers the following factors: 1) the current number of MCE members (Section 4.9.2.1 of the JPA); and 2) the annual retail electric load within each member community relative to the total retail electric load served by MCE (Section 4.9.2.2 of the JPA). Each factor is expressed as a ratio with a weight of 50% ascribed to each factor.

The first factor (total number of MCE members) results in an equal voting share for each MCE member: this fractional voting share is currently 1.47% for each MCE member, derived through the following calculation:  $1/34 * 50\% = 1.47\%$ . The second factor is derived by determining the ratio of each member’s annual retail electric load to MCE’s total retail electric load; the resultant ratio is also multiplied by 50%. For example, if retail load within the unincorporated County of Napa is 291 GWh and MCE’s total retail load is 5,264 GWh, the County of Napa’s load-related voting share is 2.76%:  $291/5,264 * 50\% = 2.76\%$ . As a result, the County of Napa’s total MCE voting share would be 4.23%, reflecting a summation of the percentages derived through the previously described factors. Again, the load-weighted voting share will vary by community.

MCE’s voting shares are to be updated annually before March 1<sup>st</sup> of each year, as per Section

---

<sup>1</sup> Retail electric sales are quantified in the following manner: 1) for existing Members that received MCE generation service during the entirety of CY 2018, historical billing records have been compiled to quantify actual retail sales; 2) for Members that commenced MCE generation service during CY 2018 (receiving such service for a portion of the 2018 calendar year), historical retail sales reflect 2018 customer usage data provided by PG&E for any pre-enrollment months and actual MCE customer billing records for post-enrollment months; and 3) for any Member(s) that have yet to receive MCE generation service, retail sales estimates have been derived in consideration of historical 2018 customer usage data, as provided by PG&E, adjusted via an estimated opt-out assumption reflective of average actual historical opt-out rates observed by MCE.

4.9.2.2 of the JPA, to reflect changes in annual retail electric load as well as changes and/or additions to MCE's member communities. However, due to data availability (for calendar year 2018), MCE's voting shares update was somewhat delayed.

At this time, MCE has the necessary data to update its voting shares calculation and has prepared a revised Exhibit D to the MCE Joint Powers Agreement, which reflects the results of these updated calculations. Exhibit D reflects key elements of MCE's voting shares calculations, consistent with Sections 4.9.2.1 and 4.9.2.2 of the JPA, and also reflects the total, load-weighted voting share attributable to each member.

Pursuant to Section 4.9.2.3 of the JPA, Exhibit D can be updated and approved by the Board without amending the JPA. Therefore, the staff recommends approval of the attached Exhibit D which reflects the revised and updated voting shares of the current MCE communities. Upon approval, Exhibit D will replace the existing Exhibit D in the JPA as the most current version.

**Fiscal Impact:** No fiscal impacts.

**Recommendation:** Approve Exhibit D to the MCE Joint Powers Agreement.

**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 Amendent No. 13 dated October 18, 2018**

**Among The Following Parties:**

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

**Town of San Anselmo**  
**City of San Pablo**  
**City of San Rafael**  
**City of San Ramon**  
**City of Sausalito**  
**City of St. Helena**  
**Town of Tiburon**  
**City of Walnut Creek**  
**Town of Yountville**  
**County of Contra Costa**  
**County of Marin**  
**County of Napa**  
**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

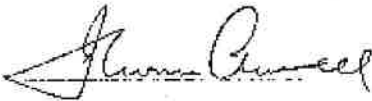
Title: Mayor

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

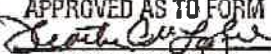


**ARTICLE 9**

**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: Mayer  
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: 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:   
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 the Marin Energy Authority.

By: 

Name: CHARLES F. MCGLASHAN

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: 

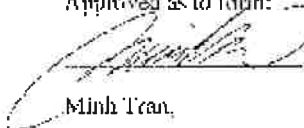
Name: Mark Luce,

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: Scott Hanin  
Title: City Manager  
Date: 1/9/14  
Party: City of El Cerrito

**ARTICLE 9  
SIGNATURE**

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

By: David Weinsort

Name: David Weinsort

Title: Mayor

Date: 2.12.09

Party: Town of Fairfax



**ARTICLE 9**

**SIGNATURE**

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

By: 

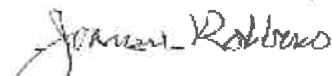
Name: Mark Mitchell

Title: Mayor

Date: 3-14-16


Party: City of Lafayette

Attest:

  
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 Cheu  
Title: Mayor, Larkspur  
Date: November 16, 2011  
Party: CITY OF LARKSPUR

**ARTICLE 9  
SIGNATURE**

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

By: *Shawn E. Marshall*

Name: Shawn E. Marshall

Title: Mayor

Date: December 2, 2008

Party: City of Mill Valley

**ARTICLE 9  
SIGNATURE**

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

By: Madeline R. Kellner

Name: Madeline R. Kellner

Title: Mayor

Date: October 7, 2011

Party: City of Novato

**ARTICLE 9**

**SIGNATURE**

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

By: *Deane M. Laughlin*  
Name: *Deane M. Laughlin*  
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 Maria 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 the Marin Energy Authority.

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

Attest:

Debra Radice  
Deputy City Clerk

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

**ARTICLE 9**

**SIGNATURE**

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

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

**ARTICLE 9  
SIGNATURE**

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

By:



Name: ALICE FREDERICKS

Title: MAYOR

Date: 2/10/09

Party: TOWN OF TIBURON

**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 hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Steven R. Rogers

Title: Town Manager

Date: 4/12/16

Party: Town of Yorkville

**ARTICLE 9**

**SIGNATURE**

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

By: 

Name: Brad Kilger \_\_\_\_\_

Title: City Manager \_\_\_\_\_


Date: 7/26/17 \_\_\_\_\_

Party: City of Martinez

**ARTICLE 9**

**SIGNATURE**

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

By:   
Name: Joe Sopranti  
Title: City manager  
Date: 7/24/2017  
Party: City of Pittsburg



**ARTICLE 9**

**SIGNATURE**

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

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

Name: JOE GORTON

Title: CITY MANAGER

Date: 7/31/17

Party: City of San Ramon

**ARTICLE 9**

**SIGNATURE**

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

By:

A handwritten signature in black ink, appearing to read "Valerie J. Barone", written over a horizontal line.

Name: Valerie J. Barone

Title: City Manager

Date: July 24, 2017

Party: City of Concord

**ARTICLE 9**

**SIGNATURE**

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

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

Name: Federal D. Glover

Title: Chair, Board of Supervisors

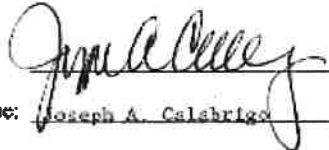
Date: August 1, 2017

Party: Contra Costa County

**ARTICLE 9**

**SIGNATURE**

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

By:  \_\_\_\_\_  
Name: Joseph A. Calabrese \_\_\_\_\_  
Title: Town Manager \_\_\_\_\_  
Date: July 17, 2017 \_\_\_\_\_  
Party: Town of Danville

**ARTICLE 9**

**SIGNATURE**

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

By:



Name: Robert Priebe

Title: Town Manager

Date: July 24, 2017

Party: Town of Marin

**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 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

**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: 

Name: Eric Casher

Title: City Attorney

Date: 7/5/17



**Exhibit A**

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

**-Definitions-**

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

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

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

“Agreement” means this Joint Powers Agreement.

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

“Authority” means the Marin Energy Authority.

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

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

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

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

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

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

“Implementation Plan” means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

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

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

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

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

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

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

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

**Exhibit B**

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

**-List of the Parties-**

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

**Exhibit C****Marin Energy Authority****- Annual Energy Use -**

This Exhibit C is effective as of October 18, 2018.

<b>Party</b>	<b>kWh (2017)</b>
<b>City of American Canyon</b>	<b>68,955,413</b>
<b>City of Belvedere</b>	<b>7,650,037</b>
<b>City of Benicia</b>	<b>113,473,495</b>
<b>City of Calistoga</b>	<b>26,787,693</b>
<b>City of Concord*</b>	<b>535,484,388</b>
<b>Town of Corte Madera</b>	<b>44,135,831</b>
<b>County of Contra Costa*</b>	<b>846,712,037</b>
<b>Town of Danville*</b>	<b>179,825,522</b>
<b>City of El Cerrito</b>	<b>57,917,571</b>
<b>Town of Fairfax</b>	<b>18,182,921</b>
<b>City of Lafayette</b>	<b>98,004,380</b>
<b>City of Larkspur</b>	<b>42,991,627</b>
<b>City of Martinez*</b>	<b>148,593,742</b>
<b>City of Mill Valley</b>	<b>44,395,650</b>
<b>County of Marin</b>	<b>227,286,301</b>
<b>Town of Moraga*</b>	<b>46,999,113</b>
<b>City of Napa</b>	<b>329,813,779</b>
<b>County of Napa</b>	<b>310,572,948</b>
<b>City of Novato</b>	<b>186,270,302</b>
<b>City of Oakley*</b>	<b>111,425,259</b>
<b>City of Pinole*</b>	<b>65,770,486</b>
<b>City of Pittsburg*</b>	<b>413,969,922</b>
<b>City of Richmond</b>	<b>390,351,942</b>
<b>Town of Ross</b>	<b>9,772,866</b>
<b>Town of San Anselmo</b>	<b>32,862,447</b>
<b>City of San Ramon*</b>	<b>325,049,470</b>
<b>City of Saint Helena</b>	<b>48,963,808</b>
<b>City of San Pablo</b>	<b>66,311,864</b>
<b>City of San Rafael</b>	<b>227,948,054</b>
<b>City of Sausalito</b>	<b>31,538,040</b>
<b>County of Solano*</b>	<b>186,837,283</b>
<b>Town of Tiburon</b>	<b>29,290,586</b>
<b>City of Walnut Creek</b>	<b>357,691,687</b>
<b>Town of Yountville</b>	<b>33,328,188</b>
<b>MCE Total Energy Use</b>	<b>5,665,164,653</b>

\*2017 usage data as provided by PG&E. All other usage data reflects MCE customer billing records for 2017.

**EXHIBIT D**

<b>Marin Energy Authority</b>				
<b>- Voting Shares -</b>				
This Exhibit D is effective as of October 18, 2018.				
<b>Party</b>	<b>kWh (2017)</b>	<b>Section 4.9.2.1</b>	<b>Section 4.9.2.2</b>	<b>Voting Share</b>
City of American Canyon	68,955,413	1.47%	0.61%	<b>2.08%</b>
City of Belvedere	7,650,037	1.47%	0.07%	<b>1.54%</b>
City of Benicia	113,473,495	1.47%	1.00%	<b>2.47%</b>
City of Calistoga	26,787,693	1.47%	0.24%	<b>1.71%</b>
City of Concord*	535,484,388	1.47%	4.73%	<b>6.20%</b>
Town of Corte Madera	44,135,831	1.47%	0.39%	<b>1.86%</b>
County of Contra Costa*	846,712,037	1.47%	7.47%	<b>8.94%</b>
Town of Danville*	179,825,522	1.47%	1.59%	<b>3.06%</b>
City of El Cerrito	57,917,571	1.47%	0.51%	<b>1.98%</b>
Town of Fairfax	18,182,921	1.47%	0.16%	<b>1.63%</b>
City of Lafayette	98,004,380	1.47%	0.86%	<b>2.34%</b>
City of Larkspur	42,991,627	1.47%	0.38%	<b>1.85%</b>
City of Martinez*	148,593,742	1.47%	1.31%	<b>2.78%</b>
City of Mill Valley	44,395,650	1.47%	0.39%	<b>1.86%</b>
County of Marin	227,286,301	1.47%	2.01%	<b>3.48%</b>
Town of Moraga*	46,999,113	1.47%	0.41%	<b>1.89%</b>
City of Napa	329,813,779	1.47%	2.91%	<b>4.38%</b>
County of Napa	310,572,948	1.47%	2.74%	<b>4.21%</b>
City of Novato	186,270,302	1.47%	1.64%	<b>3.11%</b>
City of Oakley*	111,425,259	1.47%	0.98%	<b>2.45%</b>
City of Pinole*	65,770,486	1.47%	0.58%	<b>2.05%</b>
City of Pittsburg*	413,969,922	1.47%	3.65%	<b>5.12%</b>
City of Richmond	390,351,942	1.47%	3.45%	<b>4.92%</b>
Town of Ross	9,772,866	1.47%	0.09%	<b>1.56%</b>
Town of San Anselmo	32,862,447	1.47%	0.29%	<b>1.76%</b>

City of San Ramon*	325,049,470	1.47%	2.87%	<b>4.34%</b>
City of Saint Helena	48,963,808	1.47%	0.43%	<b>1.90%</b>
City of San Pablo	66,311,864	1.47%	0.59%	<b>2.06%</b>
City of San Rafael	227,948,054	1.47%	2.01%	<b>3.48%</b>
City of Sausalito	31,538,040	1.47%	0.28%	<b>1.75%</b>
County of Solano*	186,837,283	1.47%	1.65%	<b>3.12%</b>
Town of Tiburon	29,290,586	1.47%	0.26%	<b>1.73%</b>
City of Walnut Creek	357,691,687	1.47%	3.16%	<b>4.63%</b>
Town of Yountville	33,328,188	1.47%	0.29%	<b>1.76%</b>
<b>MCE Total Energy Use</b>	<b>5,665,164,653</b>	<b>50.00%</b>	<b>50.00%</b>	<b>100.00%</b>
*2017 usage data as provided by PG&E.				
All other usage data as reflected in MCE customer billing records for 2017.				

<b>Marin Energy Authority</b>				
<b>- Voting Shares -</b>				
This Exhibit D is effective as of May 16, 2019.				
<b>Community</b>	<b>kWh (2018)</b>	<b>Section 4.9.2.1</b>	<b>Section 4.9.2.2</b>	<b>Voting Share</b>
City of American Canyon	68,863,048	1.47%	0.65%	<b>2.12%</b>
City of Belvedere	7,559,724	1.47%	0.07%	<b>1.54%</b>
City of Benicia	109,006,957	1.47%	1.04%	<b>2.51%</b>
City of Calistoga	25,789,501	1.47%	0.24%	<b>1.72%</b>
City of Concord**	501,470,719	1.47%	4.76%	<b>6.23%</b>
Town of Corte Madera	43,648,487	1.47%	0.41%	<b>1.89%</b>
County of Contra Costa**	681,702,620	1.47%	6.47%	<b>7.95%</b>
Town of Danville**	159,892,242	1.47%	1.52%	<b>2.99%</b>
City of El Cerrito	57,473,778	1.47%	0.55%	<b>2.02%</b>
Town of Fairfax	17,686,976	1.47%	0.17%	<b>1.64%</b>
City of Lafayette	93,395,203	1.47%	0.89%	<b>2.36%</b>
City of Larkspur	42,300,429	1.47%	0.40%	<b>1.87%</b>
City of Martinez**	146,808,415	1.47%	1.39%	<b>2.86%</b>
City of Mill Valley	44,162,656	1.47%	0.42%	<b>1.89%</b>
County of Marin	231,127,804	1.47%	2.20%	<b>3.67%</b>
Town of Moraga**	43,500,705	1.47%	0.41%	<b>1.88%</b>
City of Napa	301,529,775	1.47%	2.86%	<b>4.33%</b>
County of Napa	290,789,633	1.47%	2.76%	<b>4.23%</b>
City of Novato	181,481,295	1.47%	1.72%	<b>3.19%</b>
City of Oakley**	104,385,215	1.47%	0.99%	<b>2.46%</b>
City of Pinole**	61,147,704	1.47%	0.58%	<b>2.05%</b>
City of Pittsburg**	400,751,543	1.47%	3.81%	<b>5.28%</b>
City of Richmond	375,238,422	1.47%	3.56%	<b>5.03%</b>
Town of Ross	9,582,633	1.47%	0.09%	<b>1.56%</b>
Town of San Anselmo	32,112,858	1.47%	0.31%	<b>1.78%</b>
City of San Ramon**	297,534,056	1.47%	2.83%	<b>4.30%</b>
City of Saint Helena	48,272,027	1.47%	0.46%	<b>1.93%</b>
City of San Pablo	63,560,391	1.47%	0.60%	<b>2.07%</b>
City of San Rafael	219,591,665	1.47%	2.09%	<b>3.56%</b>
City of Sausalito	31,737,097	1.47%	0.30%	<b>1.77%</b>
County of Solano*	170,226,648	1.47%	1.62%	<b>3.09%</b>
Town of Tiburon	29,117,609	1.47%	0.28%	<b>1.75%</b>
City of Walnut Creek	340,868,665	1.47%	3.24%	<b>4.71%</b>
Town of Yountville	31,866,947	1.47%	0.30%	<b>1.77%</b>
MCE Total Energy Use	5,264,183,447	50.00%	50.00%	<b>100.00%</b>
Retail electric sales are quantified in the following manner: 1) for existing Members that received MCE generation service during the entirety of CY 2018, historical billing records have been compiled to quantify actual retail sales; 2) for Members that commenced MCE generation service during CY 2018 (receiving such service for a portion of the 2018 calendar year), historical retail sales reflect 2018 customer usage data provided by PG&E for any pre-enrollment months and actual MCE customer billing records for post-enrollment months; and 3) for any Member(s) that have yet to receive MCE generation service, retail sales estimates have been derived in consideration of historical 2018 customer usage data, as provided by PG&E,				
*Expected to receive MCE service in CY 2020.				
**First received MCE service in CY 2018.				



June 20, 2019

TO: MCE Board of Directors

FROM: Catalina Murphy, Legal Counsel

RE: Resolution 2019-03 Amending MCE's Conflict of Interest Code (Agenda Item #05 – C.4)

ATTACHMENTS: A. Resolution 2019-03 Amending MCE's Conflict of Interest Code  
B. Written Description of Changes  
C. MCE Conflict of Interest Code in Strikeout/Underline Format

Dear Board Members:

**SUMMARY:**

The Political Reform Act (“the Act”) (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and publish conflict of interest codes. The Conflict of Interest Code is intended to identify and disclose foreseeable disqualifying financial conflicts of interest for decision-makers within the agency and therefore provide transparency, as required by the Act. MCE’s Conflict of Interest Code was last updated in October 2018. Pursuant to the Fair Political Practices Commission (“FPPC”), which has the primary responsibility to oversee the administration of the Political Reform Act, this Code must be regularly updated to reflect the current structure of the agency.

The recent restructure of the agency requires MCE’s Conflict of Interest Code to be updated to identify new positions and the relevant employees who must file Statements of Economic Interests to disclose their potential financial conflicts.

MCE noticed the changes to its Conflict of Interest Code by distributing the proposed amendment and a Notice to Amend the Conflict of Interest Code to its employees. The Notice to Amend established a written comment period in which employees or the public could comment in writing on the proposed amendment. During the forty-five (45) day comment period, no comments were submitted and no requests for a hearing on the proposed amendment were made. The attachments included in this report are the documents that were made available during the written comment period.

**Fiscal Impact:**

None.

**Recommendation**

Adopt Resolution 2019-03 Amending MCE’s Conflict of Interest Code.



## **RESOLUTION 2019-03**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY AMENDING MCE's CONFLICT OF INTEREST CODE**

**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 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 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 Walnut Creek, and the Town of Yountville; and

**WHEREAS**, On March 5 2009, MCE (then, Marin Energy Authority) approved Resolution 2009-02, duly adopting a Conflict of Interest Code as required by the Political Reform Act (Government Code Section 81000, et seq.). MCE last amended its duly adopted Conflict of Interest Code on October 18, 2018, by approving Resolution 2018-10; and

**WHEREAS**, MCE wishes to amend Appendix A of its Conflict of Interest Code to update official employee designations by including added positions due to the recent restructure of MCE that will now require disclosure and enumerate the appropriate disclosure categories to all designated positions listed.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of MCE:

A. The amended designated positions and assigned disclosure categories described in Appendix A are hereby incorporated into the MCE Conflict of Interest Code by reference.

B. All officials and employees required to submit a statement of economic interests pursuant to Appendix A shall file their statements with the Chief Executive Officer or his or her designee. The Chief Executive Officer shall make and retain a copy of all statements filed. All retained statements, original or copied, shall be available for public inspection and reproduction (Government Code Section 81008).

C. MCE hereby directs the General Counsel to coordinate the preparation of a revised Conflict of Interest Code in succeeding even-numbered years in accordance with the requirements of Government Code Sections 87306 and 87306.5. The revised Code should reflect any changes in official employee designations and/or disclosures. If no revisions to the Code are required, MCE shall submit a report to the California Fair

Political Practices Commission no later than October 1st of the same year, stating that amendments to the Code are not required.

**PASSED AND ADOPTED** at a regular meeting of the MCE Board of Directors on this 20th day of June, 2019, by the following vote:

	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
County of Marin				
Contra Costa County				
County of Napa				
County of Solano				
City of American Canyon				
City of Belvedere				
City of Benicia				
City of Calistoga				
City of Concord				
Town of Corte Madera				
Town of Danville				
City of El Cerrito				
Town of Fairfax				
City of 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 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 Walnut Creek				
Town of Yountville				

---

CHAIR, MCE

**Attest:**

---

SECRETARY, MCE

**Marin Clean Energy  
Appendix A to the Conflict of Interest Code**

**Designated Positions**

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
• Chief Operating Officer	1, 2, 3
○ Manager of Administrative Services	1, 2, 3
○ Director of Power Resources	1, 2, 3
▪ Manager of Power Resources	1, 2, 3
▪ Power Supply Contracts Manager	1, 2, 3
○ Director of Customer Programs	1, 2, 3
▪ Manager of Customer Programs	1
○ Director of Finance	1, 2, 3
▪ Manager of Finance	1, 2, 3
• Director of Human Resources, Diversity, and Inclusion	1, 2, 3
○ Manager of Human Resources	1
• General Counsel	1, 2, 3
○ Legal Counsel	1, 2, 3
• Director of Policy	1, 2, 3
○ Senior Policy Counsel	1, 2, 3
○ Policy Counsel	1, 2, 3
○ Senior Policy Analyst	1, 2, 3
○ Policy Analyst	1, 2, 3
○ Regulatory and Legislative Policy Manager	1, 2, 3
• Director of Public Affairs	1, 2, 3
○ Manager of Customer Care and Analytics	1
○ Manager of Community and Customer Engagement	1
○ Manager of Marketing and Communications	1
• Consultants/New Positions	*

\*Definition of Consultant and Note Regarding Disclosure Categories for Consultants/New positions:

This category of designated positions includes consultants who make (not just recommend) governmental decisions, such as whether to approve a rate, rule, or regulation involving electric generation, adopt or grant MCE approval to design, develop, construct, sell, purchase, or acquire facilities that generate electricity, or adopt or grant MCE approval of policies, standards, or guidelines for MCE. Such consultants shall disclose at the same level as the comparable designated position identified elsewhere in the Code.

This category also includes all new/future positions that make or participate in making decisions including positions that perform comparable, the same, or substantially all the same duties for MCE as those that are being performed by an individual holding a designated position in MCE's Conflict of Interest Code. Such new positions shall

disclose at the same level as the comparable designated position identified elsewhere in the Code.

---

The following positions are NOT covered by the Conflict of Interest Code because they must file under Government Code Section 87200 and, therefore, are listed for informational purposes only:

Members of the Board of Directors  
Members of the Board of Directors (Alternates)  
Chief Executive Officer

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

**CONFLICT OF INTEREST CODE  
FOR  
MARIN CLEAN ENERGY**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of **Marin Clean Energy (MCE)**.

Individuals holding designated positions shall file their statements of economic interests with MCE, which will make the statements available for public inspection and reproduction. (Government Code Section 81008.) All statements will be retained by MCE.

## Marin Clean Energy Appendix A to the Conflict of Interest Code

### Designated Positions

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
● Chief Operating Officer	1, 2, 3
● <u>Manager of Administrative Services</u>	<u>1, 2, 3</u>
○ Director of Power Resources	1, 2, 3
● <u>Manager of Power Resources</u>	<u>1, 2, 3</u>
■ Power Supply Contracts Manager	1, 2, 3
○ Director of Customer Programs	1, 2, 3
■ <del>Manager of Customer Programs</del>	<del>1</del>
■ <u>Director of Internal Operations</u>	<u>1, 2, 3</u>
○ <del>Manager of Human Resources</del>	<del>1</del>
○ Director of Finance	1, 2, 3
■ <u>Manager of Finance</u>	<u>1, 2, 3</u>
● <u>Director of Human Resources, Diversity, and Inclusion</u>	<u>1, 2, 3</u>
● <u>Manager of Human Resources</u>	<u>1</u>
● General Counsel	1, 2, 3
○ Legal Counsel	1, 2, 3
● <del>Director of Regulatory and Legislative Policy</del>	<del>1, 2, 3</del>
● <u>Policy Counsel</u>	<u>1, 2, 3</u>
○ <u>Senior Policy Counsel</u>	<u>1, 2, 3</u>
○ <u>Policy Counsel</u>	<u>1, 2, 3</u>
○ Senior Policy Analyst	1, 2, 3
○ <u>Policy Analyst</u>	<u>1, 2, 3</u>
○ <u>Regulatory and Legislative Policy Manager</u>	<u>1, 2, 3</u>
● Director of Public Affairs	1, 2, 3
○ <del>Deputy Director, Account Services</del>	<del>1</del>
○ <del>Deputy Director, Community Development</del>	<del>1</del>
○ <del>Deputy Director, Marketing Communications</del>	<del>1</del>
○ <u>Manager of Customer Care and Analytics</u>	<u>1</u>
○ <u>Manager of Community and Customer Engagement</u>	<u>1</u>
○ <u>Manager of Marketing and Communications</u>	<u>1</u>
● Consultants/New Positions	*

\*Definition of Consultant and Note Regarding Disclosure Categories for Consultants/New positions:

This category of designated positions includes consultants who make (not just recommend) governmental decisions, such as whether to approve a rate, rule, or regulation involving electric generation, adopt or grant MCE approval to design, develop, construct, sell, purchase, or acquire facilities that generate electricity, or adopt or grant MCE approval of policies, standards, or guidelines for MCE. Such consultants shall disclose at the same level as the comparable designated position identified elsewhere in the Code.

This category also includes all new/future positions that make or participate in making decisions including positions that perform comparable, the same, or substantially all the same duties for MCE as those that are being performed by an individual holding a designated position in MCE's Conflict of Interest Code. Such new positions shall disclose at the same level as the comparable designated position identified elsewhere in the Code.

---

The following positions are NOT covered by the Conflict of Interest Code because they must file under Government Code Section 87200 and, therefore, are listed for informational purposes only:

Members of the Board of Directors  
Members of the Board of Directors (Alternates)  
Chief Executive Officer

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.



**Marin Clean Energy  
Appendix B to the Conflict of Interest Code**

**Disclosure Categories:**

**Category 1:** Persons in this category shall disclose:

- (a) Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by MCE.
- (b) Interests in real property located within the jurisdiction of MCE or within two miles of the boundaries of the jurisdiction of MCE, or within two miles of any land owned or used by MCE.

**Category 2:** Persons in this category shall disclose investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources that engage in the design, development, construction, sale, or the acquisition of facilities that generate electricity, including, wind, solar, geothermal, hydroelectric, ocean, garbage, and biomass.

**Category 3:** Persons in this category shall disclose investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources that are energy or environmental consultants, research firms, or engineering firms, entities that design, build, manufacture, sell, distribute, or service equipment of the type that is utilized by electric power suppliers, including, wind, solar, geothermal, hydroelectric, ocean, garbage, and biomass, or any entity that is, or within the past 12 months has been, party to an MCE proceeding before any local, state, or regional regulatory or judicial entity.



June 20, 2019

TO: MCE Board of Directors

FROM: Heather Shepard, Director of Public Affairs

RE: Professional Services Agreement with Mogo Marketing and Media  
(Agenda Item #05 - C.5)

ATTACHMENT: Draft Agreement with Mogo Interactive

Dear Executive Committee Members:

---

**SUMMARY:**

The proposed Agreement with Mogo Interactive is a contract to support MCE's print and digital advertising campaigns for 2019-2020 fiscal year. This contract would support budgeted activities including:

- Deep Green digital advertising campaign, focused on increasing the number of residential and commercial accounts on MCE's Deep Green 100% Renewable Energy product, with the goal of enrolling 20,000 customers to opt-up to Deep Green 100% Renewable Energy service by the end of 2020.
- Solano County – New community inclusion, outreach and education as part of planned enrollment activities which will include local print and digital advertising.
- Local print + digital advertising campaign across MCE's service area to increase MCE's brand awareness, provide education regarding MCE benefits, highlight community partnerships with the overall goal of increasing awareness and participation rates in targeted communities.

The proposed Agreement would commence upon contract execution and continue through March 31, 2020.

**Background:**

Since 2017, MCE has worked with Mogo Interactive to execute digital advertising campaigns for MCE's products and programs, including the MCEv campaign promoting electric vehicle rebates in 2018 and the Deep Green 100% Renewable Energy campaign in 2017. Their work has been

instrumental in generating awareness about and participation in MCE and its respective products and programs. They have assisted MCE staff in buying traditional and digital media to help further educate and engage with customers on MCE's products and program offerings.

Under the proposed Agreement, Mogo Interactive would be compensated based on their time and materials. The full not-to-exceed contract value would be \$335,000 through March 31, 2020.

**Fiscal Impacts:** The expenditures related to the proposed Agreement are included in the approved FY 2019/20 budget.

**Recommendation:** Approve the proposed Agreement with Mogo Interactive.



## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this “Agreement”) is entered into as of **June 20, 2019** between **Marin Clean Energy** (“Client”) and Mogo Marketing + Media, LLC., doing business as MogoARTS Marketing, Mogo Interactive, and Mogo, (“Agency”) regarding the services described below.

### **ARTICLE 1. TERM OF AGREEMENT**

1.01. Term. The effective date of this Agreement shall be **June 20, 2019**. Continuation of services set out in this agreement shall constitute continuation of the terms and conditions set forth within.

1.02. Budget. The gross budget, including media and fees for the 2019 - 2020 Fiscal Year (April 1, 2019 - March 31, 2020) will total and does not exceed \$335,000.

### **ARTICLE 2. SERVICES TO BE PERFORMED BY AGENCY**

2.01. Specific Services. Client hereby retains Agency to perform certain tasks as needed by the Client from time to time as agreed to by the parties including the tasks described in the Scope of Work Attachment A hereto and any other Scopes of Work executed by the parties under this Agreement (“Covered Matters”). This agreement shall be amended to include new matters by mutual consent of the parties and without the need for the parties to execute a new Agreement. The parties generally contemplate that the services to be rendered by Agency in connection with the Covered Matters/Projects will consist of Agency acting as advertising, media planning/buying agency and online ad network for Client. From time to time Agency may also provide creative branding services to Client via its affiliates under this Agreement. Agency will provide specific services in the area of digital campaign strategy, particularly: Online Media Planning, Online Media Negotiation/Buying, Ad Serving, Media Reconciliation and Reporting. Any additional specific services to be rendered by Agency shall be defined in the Scopes of Work executed between Agency and Client.

2.02. Relationship of the Parties. The relationship of the Parties shall be solely that of agency and independent contractor. This Agreement does not create any partnership, joint venture, single business entity, or employment relationship between the Parties.

2.03 Reporting. In performing services relating to the covered matters, Agency shall report to **Marin Clean Energy**

### **ARTICLE 3. COMPENSATION**



3.01. Compensation. Client agrees to pay Agency the agreed upon charges as outlined in the campaign media recommendation.

3.02. Payment of Compensation. All charges are due and payable based upon due date(s) reflected on invoice(s), to be sent upon confirmation of the approved plan. For all media which Agency pays on Client's behalf, payment must be received by Agency prior to the start date. For any other charges, payment is due no later than in net thirty (30) days. A payment will be deemed late, for purposes of this agreement, if not received by Agency by the twentieth day of the month.

3.03. Late payments. Any late payments, as defined in paragraph 3.02 above, shall be increased by a 1.5% late charge for each month the payment is due. This 1.5% late fee will be compounded monthly.

3.04. Additional Services. Additional services (in addition to those listed above) may be individually billed and are due and payable in net thirty (30) days.

3.05. Overdue Account. Agency may discontinue work under this Agreement without notice if the account is overdue. Agency has the option of resuming service or terminating the Agreement after payment of overdue balances and late fees. Client agrees to compensate Agency for any remaining balance due for services rendered.

3.06. Media Budgets. Agency purchases advertising inventory and provides comprehensive ad serving services on Client's behalf across dozens of display, video, social, search and mobile advertising marketplaces. The pricing model is based on Real-Time Bidding auction environments common to Ad Exchanges. These highly complex marketplaces are in a constant state of fluctuation based on supply, demand, seasonality and audience targeting criteria. Agency's programmatic buying platform provides visibility as to spend; however, it can be difficult to deliver planned media budgets to the exact dollar. Any campaign budgets that are under-spent or over-spent for a given year will be reconciled each quarter, in January, April, July, and October with the unspent amount either returned to Client or carried to Client's next campaign. When Agency overspends, there is no expectation for Client to pay the overage, but any overage will be factored into the unspent amount during the reconciliation process.

#### **ARTICLE 4. OBLIGATIONS OF AGENCY**

4.01. Commitment. Agency agrees to devote such time and effort as is reasonably required to perform the above-described services in a professional manner. Agency also agrees to expend best efforts to see that all Client needs are being met and all deadlines are adhered to.

4.02. Confidentiality. Agency acknowledges that in the course of performing services or work for Client, Agency may be given access to "Confidential Information." Confidential Information shall have the same meaning as it is defined in the MCE Non-Disclosure Agreement signed by



the parties dated June 20, 2019. In consideration of being made privy to such Confidential Information, and of the contracting for the Agency's professional services by Client, Agency hereby agrees to hold the same in strict confidence, and not to disclose it, or otherwise make it available, to any person or third party without the prior written consent of Client.

4.03. Subcontracting. Client understands and agrees that Agency may subcontract any creative branding services to be provided under this Agreement to its affiliates. Agency will remain responsible for the quality and performance of all such services under this Agreement. Client will not have any payment obligation to any subcontractor used by Agency to perform any service under this Agreement.

## **ARTICLE 5. OBLIGATIONS OF CLIENT**

5.01. Cooperation of Client. Client agrees to comply with all reasonable requests of Agency and to provide access to all documents and other information reasonably necessary to the performance of Agency's duties under this Agreement.

5.02. Grant of Authority. Client grants Agency full rights and authority to undertake advertising and media buying services on behalf of Client. Client provide Agency with the right and authority to solicit introductions to Client and its product(s) from any online media outlets.

5.03. Indemnity. Client agrees to defend, indemnify and hold Agency harmless against any loss, cost or expense Agency may sustain or incur as the result of any claim, suit or proceeding made, brought or threatened against Agency arising out of the Agreement, except for Agency's acts of negligence, recklessness or willful misconduct in the performance of this Agreement. The expenses indemnified against include reasonable attorneys' fees and costs incurred in any litigation identified above.

## **ARTICLE 6. TERMINATION OF AGREEMENT**

6.01. Termination of Agreement. This Agreement shall continue in effect for the stated Term of the Agreement, or until terminated by either party, whichever occurs first. Either party may terminate this Agreement on ninety (90) days written notice to the other party. Notice may be given with or without cause. All Scopes of Work will automatically terminate upon termination of this Agreement and all payments due under this Agreement at time of termination shall be due and payable at the time of termination.



6.02. Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of the following event: (a) Bankruptcy or insolvency of either party; (b) Termination of a Covered Matter.

## **ARTICLE 7. GENERAL PROVISIONS**

7.01. Notices. Any notices required to be given under this Agreement by either party to the other shall be in writing and may be given either by personal delivery (including, but not limited to, delivery by messenger or courier service) or by email, U.S. mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed effective upon actual receipt; mailed notices shall be deemed effective upon actual receipt or on the fourth day after mailing, whichever occurs first.

7.02. Entire Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the parties with respect to the rendering of services by Agency for Client and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification or renewal of this Agreement must be made in writing and signed by both parties.

7.03. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

7.04. Disputes Between The Parties. In the event of a disagreement between the parties to this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the non-prevailing party. Attorneys' fees shall be awarded whether the claim for relief is based on contract law, tort law, or both. The venue where any dispute shall be maintained is the County of Marin, State of California.

7.05. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.06. No Recourse against Constituent Members of Client.

Client is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. Client shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Agency shall have no rights and shall not make any claims, take any actions or



assert any remedies against any of Client's constituent members in connection with this Agreement.

Executed at Corte Madera, California, as of the date first set forth above.

<p>Mogo Marketing + Media, LLC.</p> <p>DocuSigned by: By: <u>Danielle Johnson</u> Danielle Johnson Mogo Marketing + Media, LLC.</p>	<p>CLIENT</p> <p>By: _____ <b>Marin Clean Energy</b></p>
---	--





## Scope of Work

### Deep Green/Anniversary Campaign Development Project

This Scope of Work (“SOW”) is issued under the Professional Services Agreement between Marin Clean Energy (“Client”) and Mogo Marketing + Media, LLC., doing business as MogoARTS Marketing, Mogo Interactive, and Mogo, (“Agency”) dated [June 20, 2019] (the “Agreement”).

A. All defined terms in this SOW have the same meaning as in the Agreement unless this SOW expressly states otherwise.

B. All references to Services and Deliverables below are restricted to the Services and Deliverables under this SOW, and not those under the parties’ other SOWs, if any.

C. Services.

#### 1. Brand Strategy and Strategic Leadership

Agency’s Leadership Team will be assigned to this project to guide Client in:

a. Creative/Campaign Concept Development

#### 2. Project Management

Agency’s Client Services Team will assist Client in:

a. Planning & Scheduling

b. Client Services/Project Management

#### 3. Creative Services

Agency’s Creative Services Team will lead Client in the following project deliverables:

a. Creative/Art Direction

b. Graphic Design

c. Copywriting

#### 4. Production Services

Agency’s Production Team will work with Client on the following project deliverables:



- a. Display Production
- b. Social Production

D. Process, Project Deliverables, Project Fees and Expenses.

<i>Deep Green/Anniversary Campaign Development</i>	<i>Fees</i>
Kickoff Meeting and Summary Report	N/C
Campaign Concept Development	\$9,000
Campaign Production	\$4,000
<i>Total Costs:</i>	<i>\$13,000*</i>

**\*Fee based on Agency’s \$200 per hour blended rate**

**Expenses.**

This proposal does not include expenses for travel, transportation, printing, shipping, voice over recording, studio rental, talent, production, photography, licensing/rights fees and other ancillary project related costs. These costs will be pre-approved and billed separately.

**Hourly Reporting.**

Detailed hourly reports will be produced and reported to Client through the Harvest time tracking and management system. Agency’s Client Services team will update and discuss monthly reports with Client and customize hours accordingly per the outlined agreement.

The Harvest software system is an agency specific hours and profitability tracking tool that allows for the creation of detailed hours reports. Harvest can be utilized for weekly, monthly and full year reporting as deemed necessary by the parties. A full reconciliation report will be run and reviewed by both parties to assess the hours that have been initially set to determine if an adjustment is necessary. Both parties must agree to any and all revisions to this executed proposal.

**Payment Schedule.**



Upon Agreement and Execution of this Statement (100%) \_\_\_\_\_ \$13,000.  
00

Total: \_\_\_\_\_ \$13,000.  
00

Upon signing and returning the Agreement and this Scope of Work, Client will remit initial payment per the Payment Schedule above. Payment must be received prior to Agency engaging on the work described herein.

**AGENCY:**

**Name:** \_\_\_\_\_ Danielle Johnson \_\_\_\_\_ **Date:** \_\_\_\_\_ 6/12/2019 \_\_\_\_\_

**Title:** \_\_\_\_\_ COO \_\_\_\_\_

**Signature:** \_\_\_\_\_  \_\_\_\_\_  
7B9D8CFF1A37480...

**CLIENT:**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_



June 20, 2019

TO: MCE Board of Directors

FROM: Garth Salisbury, Director of Finance

RE: Resolution 2019-04 Accepting an Administrative Extension to November 30, 2019 of the Credit Agreement with River City Bank in the Principal Amount of \$25,000,000. (Agenda Item #05 – C.6)

ATTACHMENTS: A. Proposed Resolution 2019-04 accepting an Administrative Extension to November 30<sup>th</sup> of the Credit Agreement with River City Bank  
B. Executed Administrative Extension Letter from River City Bank dated June 12, 2019

---

**Dear Board Members:**

**Summary:**

MCE Finance Staff has negotiated an Administrative Extension to MCE's Credit Agreement with River City Bank. The Administrative Extension extends the expiration of the Credit Agreement by three months; from August 31, 2019 to November 30, 2019. No other changes or amendments to the Agreement are needed. The extension of the Agreement will allow MCE staff to undertake a survey of the bank market to determine if there are more cost competitive options, update the credit agreement and potentially negotiate additional favorable terms, and evaluate the potential need to increase the amount of the Agreement. If any proposed amendments are recommended for the Credit Agreement with River City Bank staff will bring those changes back to the Board for consideration.

The \$25,000,000 Revolving Credit Agreement as Amended was approved by your Board in August 2015 to enable MCE to borrow funds and order the issuance of letters of credit to support power purchase contracts. The Credit Agreement was amended three times to effectuate minor administrative changes, to change the amount of the Credit Agreement from \$15,000,000 to \$20,000,000 and eventually to the current amount of \$25,000,000. Additionally, the amendments added flexibility for MCE by converting the Agreement from a Non-Revolving to a Revolving Credit Agreement, reducing the frequency of credit updates and relaxing certain covenants in the agreement as MCE's financial position improved over the ensuing four years. The third amendment improved the value of the Credit Agreement to MCE by renegotiating certain terms that were required by Moody's Investors Service which allowed MCE to include the facility in our calculation of available liquidity – an important benchmark in Moody's credit ratings analysis.

**Fiscal Impact:**

Costs associated with accepting the Administrative Extension to the Credit Agreement with River City are included in the FY 2019/20 Budget.

**Recommendations:**

Adopt Proposed Resolution No. 2019-04 accepting the Administrative Extension to the Credit Agreement with River City Bank.

**RESOLUTION NO. 2019-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
MARIN CLEAN ENERGY ACCEPTING AN ADMINISTRATIVE EXTENSION TO A  
CREDIT AGREEMENT WITH RIVER CITY BANK EXTENDING THE TERMINATION  
DATE OF THE AGREEMENT FROM AUGUST 31, 2019 TO NOVEMBER 30, 2019**

**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 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 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 Walnut Creek, and the Town of Yountville; and

**WHEREAS**, River City Bank (RCB) has been MCE's primary bank since March 8, 2010; and

**WHEREAS**, MCE continues to expand the number of entities with which it contracts for power supply, and it is beneficial to utilize industry standard credit terms for power purchase contracts; and

**WHEREAS**, MCE staff negotiated the terms of a non-revolving credit facility with River City Bank to provide credit support for future power purchase contracts; and

**WHEREAS**, the RCB credit facility allows MCE to borrow cash or to direct the issuance of standby letters of credit (SBLC) that would be used as credit support for MCE's forward purchases of energy.

**WHEREAS**, MCE Board of Directors approved the Non-Revolving Credit Agreement by and between MCE and RCB on August 21, 2015; and

**WHEREAS**, CEO Dawn Weisz approved the First Amendment to the Non-Revolving Credit Agreement on February 23, 2016 by and between MCE and RCB making ministerial changes to the Agreement; and

**WHEREAS**, MCE Board of Directors approved the Second Amendment to the Non-Revolving Credit Agreement to convert the Non-Revolving Credit Agreement to a Revolving Credit Agreement and to increase the principal amount of the credit agreement from \$15,000,000 to \$20,000,000 on May 19, 2016; and

**WHEREAS**, MCE Board of Directors approved the Third Amendment to the Non-Revolving Credit Agreement extending the termination date of the Agreement from August 31, 2017 to August 31, 2019, increasing the principal amount of the Credit

Agreement from \$20,000,000 to \$25,000,0000 and amending certain other terms and conditions in MCE’s favor.

**WHEREAS**, by accepting the Administrative Extension of the Credit Agreement the termination date of the Agreement would be extended from August 31, 2019 to November 30, 2019.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of MCE that the Board hereby accepts the Administrative Extension of the Credit Agreement with River City Bank.

**PASSED AND ADOPTED** at a regular meeting of the MCE Board of Directors on this 20<sup>th</sup> day of July 2019, 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 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 San Ramon				
City of Richmond				
Town of Ross				

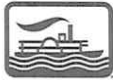
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of Sausalito				
City of St. Helena				
Town of Tiburon				
City of Walnut Creek				
Town of Yountville				

\_\_\_\_\_  
CHAIR, MCE BOARD

ATTEST:

\_\_\_\_\_  
SECRETARY, MCE BOARD





**River City Bank**

June 12, 2019

VIA E-MAIL AND U.S. MAIL

Marin Clean Energy  
Garth Salisbury, Director of Finance  
1125 Tamalpais Ave.  
San Rafael, CA 94901  
E-mail: [gsalisbury@mceCleanEnergy.org](mailto:gsalisbury@mceCleanEnergy.org)

Re: Loan No. 5084548339 (the "Revolving Credit") to Marin Clean Energy  
("Borrower") from River City Bank ("Lender")

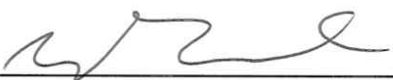
Dear Mr. Salisbury,

Reference is made to the Non-Revolving Credit Agreement dated as of August 21, 2015, between Borrower and Lender, as amended by the First Amendment to Non-Revolving Credit Agreement dated as of March 17, 2016, the Second Amendment to Credit Agreement dated as of May 19, 2016, and the Third Amendment to Credit Agreement dated as of July 20, 2017 (collectively, the "Credit Agreement"). Capitalized terms used but not defined herein have the meanings set forth in the Credit Agreement.

Borrower has requested a short-term extension of Termination Date, which is currently August 31, 2019. This letter serves to notify Borrower that Lender has approved Borrower's request and hereby extends the Termination Date to November 30, 2019.

Except as expressly set forth herein, the Credit Agreement and the other Loan Documents are not modified in any respect, and all of their terms remain in full force and effect.

**River City Bank**

Signed:   
Name: R.J. Wood  
Title: Vice President



June 20, 2019

TO: MCE Board of Directors

FROM: Vicken Kasarjian, COO and Treasurer  
Garth Salisbury, Director of Finance and Deputy Treasurer

RE: Monthly Report of Investment Securities (Agenda Item #05 - C.7)

Attachments: May, 2019 Statement of Investments

---

**Dear Board Members:**

This memorandum is to verify and report in writing to the Board regarding the responsibilities designated to the MCE Treasurer and Deputy Treasurer pursuant to MCE's Investment Policy: Policy 014. The Investment Policy, as amended in March of this year, expanded the definition of Permitted Investments and required additional reporting requirements to the Board as follows:

**Monthly obligation to report new investment transactions:**

Government Code Section 53607 and MCE's Investment Policy require MCE to report in writing to the Board any investment transactions (defined as purchases, sales or exchanges of securities) made during the prior month. Staff has attached a Statement of Investments for the month ending May 31, 2019 reflecting the maturity of a \$4,000,000 2.32% 6 month FDIC insured Certificate of Deposit (CD) issued by River City Bank which matured on May 2, 2019. The amount of the maturing CD was rolled into three month CD with an interest rate of 2.55% which will mature on August 1, 2019. The Treasurer and Deputy Treasurer will provide Statements of Investments as required throughout the year.

**No Action Needed**

This memorandum and associated attachments are to inform the Board pursuant to the requirements of MCE Policy 014: Investment Policy and Government Code Section 53607. There is no action requested of the Board at this time.

**Marin Clean Energy  
Treasurer Report  
Statement of Investments**  
As of 5/31/2019

<b>Investment Description</b>	<b>Maturity</b>	<b>Call Date</b>	<b>Interest Rate</b>	<b>Purchase Price</b>	<b>YTM</b>	<b>Most Recent Price (MTM)</b>	<b>Ratings</b>	<b>% Total Portfolio</b>
Revenue Account			0.00%			\$ -		0.00%
Operating Account			0.00%			\$ 1,000,000.00		1.12%
Payroll Account			0.00%			\$ 346,995.44		0.39%
Money Market (Reserve Fund)			2.54%			\$ 2,582,168.00		2.88%
Money Market (Main Account)			2.54%			\$ 49,139,723.64		54.85%
CAISO Collateral			2.34%			\$ 6,228,435.77		6.95%
CDARS 3 month	8/1/2019		2.55%	4,000,000.00		\$ 4,008,391.90		4.47%
CDARS 12 month	10/31/2019		2.47%	6,000,000.00		\$ 6,086,672.84		6.79%
ICS Sweep			0.00%			\$ -		0.00%
ICS Cash Sweep			2.58%			\$ 10,039,624.15		11.21%
CPUC Bond			0.00%	100,000.00		\$ 100,000.00		0.11%
EE Checking			0.00%			\$ 4,416,653.36		4.93%
EE Money Market			2.00%			\$ 5,640,255.88		6.30%
<b>Total</b>						<b>\$ 89,588,920.98</b>		<b>88.77%</b>
Average Yield on All Investments			2.33%					
<b>Average Yield on MCE Funded Investments</b>			<b>2.48%</b>					

# Public Alert & Warning Systems Overview & Key Challenges



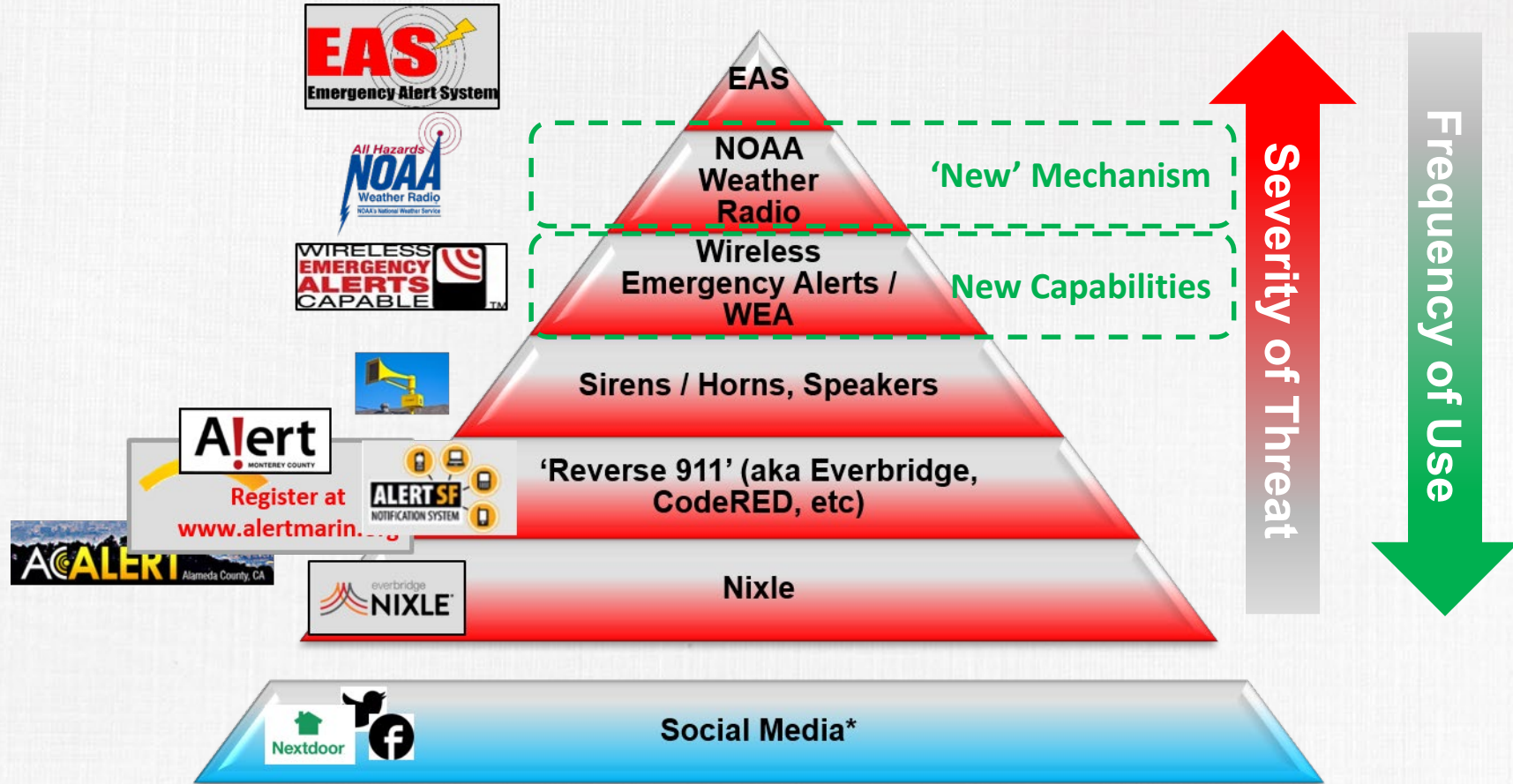
Woody Baker-Cohn, Marin County Sheriff's Office / OES  
[wbaker-cohn@marinsheriff.org](mailto:wbaker-cohn@marinsheriff.org) / 415-473-2724

# Bay Area Alert & Warning

- Four counties with differing A & W considerations
  - Contra Costa
    - AtHoc & Nixle
    - Refineries
  - Napa
    - Nixle
  - Marin
    - Everbridge & Nixle
  - Solano
    - Everbridge & Nixle

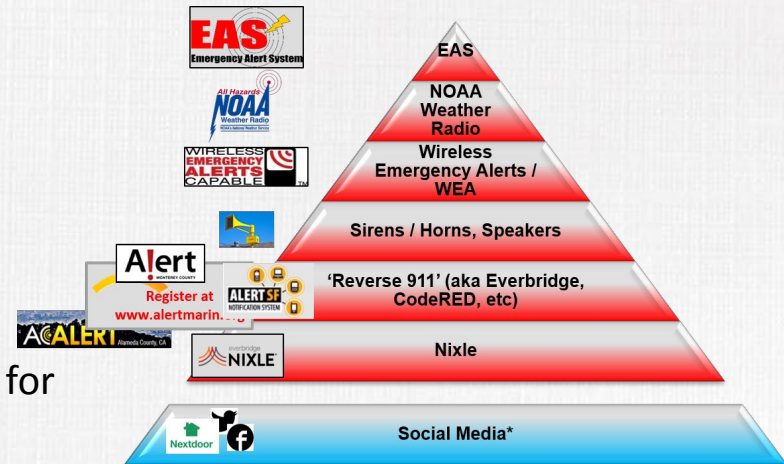


# Mass Notification Landscape



# Common Thresholds

- The challenge
  - Setting consistent public expectations for public alert & warning
    - Increase opt ins, decrease later opt outs
    - Needs to be at least metroarea-wide
- Marin's approach
  - Reverse 911 (aka AlertMarin) & higher reserved for imminent threat / take protective action\*
    - Expectation is alerts are very rare & maybe life saving
    - *Everyone needs to sign up*
  - Nixle for lower level alerts (i.e. major road closure, drift smoke)
    - Alerts will be more frequent
    - Sign up, if you want lower aquity alerts
  - Social media for preparedness, marketing
  - *Will generally use reverse 911+Nixle+social media for imminent threat / take protective action*
- Consistent alerting & public expectation setting through common alerting thresholds



**This Needs to be Bay Area-wide – at least**



# Alert & Warning Challenges

- Fundamental challenges
  - The move away from landlines (55% of adults only have wireless phones – 1/18)
  - Mobile public - especially in the Bay Area
  - Difficulty getting the public to subscribe
  - Different alerting systems in use
  - Varying alerting thresholds
  - Non-English speakers
  - AFN alerting
- Additional challenges in the face of de-energization
  - Loss of cellular infrastructure in long term de-energization cripples public alerting – at the time we are most likely to need it
  - Alerting & potentially moving those with power dependent medical needs
  - Mobility impaired individuals will need more time & resources to evacuate







Inexorable fact about civil defense:

**THE SIREN ALONE IS NOT ENOUGH!**

Deficiencies of old-style mechanical systems now corrected by Fyr-Fyter's new Municipal Penetrator®

You can't talk to people through a siren! What's more, no high-intensity mechanical siren or air horn can give you the completely uniform coverage you need from a warning device. You get "dead spots" in some areas, and too much noise in others.

In fact, there are twelve reasons why the Municipal Penetrator is your best choice over any other warning device. It provides more functions and better coverage, for less money, than any other warning device. It combines all Civil Defense signals, including the new, extremely desirable fire signal

and public address feature, into one all-transistorized electronic system.

It is a perfect system for any size city. Why not write today for brochure containing further details. Fyr-Fyter Electronic & Alarm Corp., PO Box 66, US Highway 1, Edison, N.J.



34 March 1963 • THE AMERICAN CITY





## Community Wildfire Safety Program Public Safety Power Shutoff

### Working Together To Protect Our Communities From Wildfires

Given the continued and growing threat of extreme weather and wildfires, and as an additional precautionary measure following the 2017 and 2018 wildfires, we are expanding and enhancing our Community Wildfire Safety Program to further reduce wildfire risks and help keep our customers and the communities we serve safe. This includes expanding our Public Safety Power Shutoff program beginning with the 2019 wildfire season to include all electric lines that pass through high fire-threat areas – both distribution and transmission.

We know how much our customers rely on electric service and that there are safety risks on both sides. We will only proactively turn off lines in the interest of safety to help reduce the likelihood of an ignition when extreme fire danger conditions are forecasted. While customers in high fire-threat areas are more likely to be affected, any of PG&E's more than 5 million electric customers could have their power shut off if their community relies upon a line that passes through a high fire-threat area.

### Public Safety Power Shutoff Criteria

Our Wildfire Safety Operations Center (WSOC) monitors fire danger conditions across our service area and evaluates whether to turn off electric power lines in the interest of safety.

**While no single factor will drive a Public Safety Power Shutoff, some factors include:**



#### A RED FLAG WARNING

declared by the National Weather Service



#### LOW HUMIDITY LEVELS

generally 20% and below



#### FORECASTED SUSTAINED WINDS GENERALLY ABOVE 25 MPH AND WIND GUSTS IN EXCESS OF APPROXIMATELY 45 MPH,

depending on location and site-specific conditions such as temperature, terrain and local climate



#### CONDITION OF DRY FUEL

on the ground and live vegetation (moisture content)



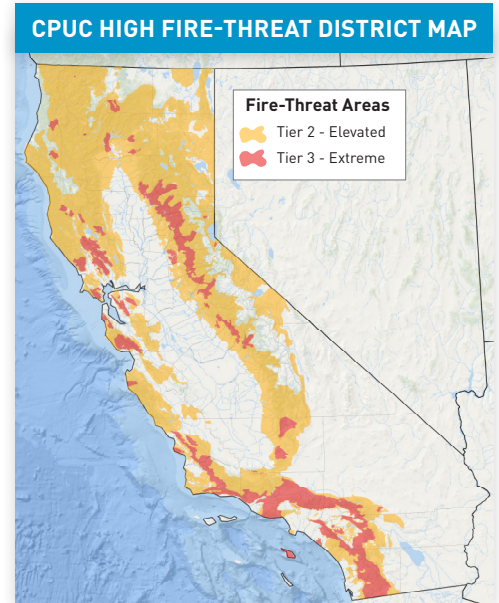
#### ON-THE-GROUND, REAL-TIME OBSERVATIONS

from PG&E's WSOC and field observations from PG&E crews

May 2019

## Potentially Impacted Areas

- The most likely electric lines to be considered for shutting off for safety will be those that pass through areas that have been designated by the California Public Utilities Commission (CPUC) as at elevated (Tier 2) or extreme (Tier 3) risk for wildfire. This includes both distribution and transmission lines.
- The specific area and number of affected customers will depend on forecasted weather conditions and which circuits PG&E needs to turn off for public safety.
- Although a customer may not live or work in a high fire-threat area, their power may also be shut off if their community relies upon a line that passes through an area experiencing extreme fire danger conditions.
- This means that any customer who receives electric service from PG&E should be prepared for a possible public safety power outage.



Source: California Public Utilities Commission  
[cpuc.ca.gov/FireThreatMaps](http://cpuc.ca.gov/FireThreatMaps)

## PSPS Event Notifications

Extreme weather threats can change quickly. When possible, we will provide customers with advance notice prior to turning off the power. We will also provide updates until power is restored.

### TIMING OF NOTIFICATIONS (when possible)

- **~48 HOURS** before power is turned off
- **~24 HOURS** before power is turned off
- **JUST BEFORE** power is turned off
- **DURING THE PUBLIC SAFETY OUTAGE**
- **ONCE POWER HAS BEEN RESTORED**



### HOW WE'LL NOTIFY CUSTOMERS

We will attempt to reach customers through **calls, texts and emails** using the contact information we have on file. We will also use **pge.com** and **social media** channels, and we will keep **local news** and **radio outlets** informed and updated.

## Working With Our Customers To Prepare

We are continuing to reach out to our customers and communities about wildfire safety and steps they can take to prepare their homes, families and businesses.

- **Update your contact info** by visiting [pge.com/mywildfirealerts](http://pge.com/mywildfirealerts) today to make sure we have your current contact information.
- **Identify backup charging methods** for phones and keep hard copies of emergency numbers.
- **Plan for any medical needs** like medications that need to be refrigerated or devices that require power.
- **Build or restock your emergency kit** with flashlights, fresh batteries, first aid supplies and cash.

## Learn More

about PG&E's Community Wildfire Safety Program.



Call us at  
**1-866-743-6589**



Email [wildfire\\_safety@pge.com](mailto:wildfire_safety@pge.com)



Visit [pge.com/wildfiresafety](http://pge.com/wildfiresafety)



June 20, 2019

TO: MCE Board of Directors

FROM: Justin Kudo, Strategic Analysis and Rates Manager &  
John Dalessi, Pacific Energy Advisors

RE: Proposed Rates for Fiscal Year 2019/2020 (Agenda Item #07)

ATTACHMENT: Proposed Rates for FY 2019/2020

Dear Board Members:

---

**SUMMARY:**

The MCE Implementation Plan and Statement of Intent (“Implementation Plan”) describes the policies and procedures for setting and modifying electric rates for MCE. MCE rates are typically reviewed on an annual basis after PG&E has made its primary annual rate update to determine whether rate changes are warranted in consideration of the fiscal year’s proposed budget, rate competitiveness, rate stability, customer understanding, efficiency and equity among customers.

MCE’s Ad Hoc Ratesetting Committee and Executive Committee reviewed several alternatives beginning in April, 2019 to arrive at the recommended rate proposal. The Committees focused on maintaining MCE’s cost competitiveness while addressing increasing costs in the energy supply market. The recommended rate proposal, which sets rates at levels intended to allow for a modest customer savings while maintaining financial stability and achieving existing reserve targets, was identified as the best fit for meeting MCE ratesetting policies and was therefore recommended for Board approval.

MCE’s Executive Committee recommends designing MCE generation rates for FY 2019/20 to achieve a specified discount to PG&E’s generation rates resulting from the Energy Resource and Recovery Account (ERRA) proceeding, net of applicable surcharges. Under this proposal, costs for MCE customers, on average, would increase by 6.6% and would average at least 0.3% below the cost of PG&E service. The 0.3% savings is estimated using the highest PCIA vintage available, meaning that typical customer savings would be closer to 1% due to the lower PCIA rates associated with the earlier PCIA vintages applicable to most MCE customers. The proposed rates would yield a projected reserve contribution of \$50.3 million during FY 2019/2020, equating to 12.5% of fiscal year revenues and aligning with MCE’s existing reserve policy.

## **BACKGROUND – MCE RATESETTING CYCLE, POLICIES AND PROCESS**

### **Ratesetting Cycle**

MCE typically adjusts its rates on an annual basis, with initial rates proposed to committees in February and taking effect in early April after approval by the full Board. Ratesetting is usually coordinated with the annual budgeting cycle due to the inherent linkages between the MCE Budget and MCE rates. Rates may also be adjusted more frequently, when necessary, to ensure recovery of all MCE program costs.

The initial release of the proposed rates initiates a thirty-day public review and comment period. If rate increases are being proposed, the affected MCE customers are provided with notice of proposed rate increase. Following completion of the thirty-day public review and comment period, final rates are adopted by the Board. Final rates may differ from the initially proposed rates to account for changes in MCE's budget, consideration of public comments received during the aforementioned review period, and/or other factors that may be considered by your Board.

During 2019, PG&E has delayed implementation of its Annual Electric True-Up (AET), their key annual rate change, and there have also been delays in PG&E's finalization and implementation of the 2019 ERRA at the CPUC. It is expected that PG&E will implement revised ERRA 2019 rates on July 1<sup>st</sup>, with possible delays to September 1<sup>st</sup> or beyond. As a result, MCE's ratesetting cycle was initiated at the April 29<sup>th</sup> Ad Hoc Ratesetting Committee Meeting, with the goal of implementing rate changes by July 1<sup>st</sup>.

### **Ratesetting Objectives**

MCE has established various objectives that are considered in designing MCE rates. These ratesetting objectives are as follows:

Revenue sufficiency: rates must recover all expenses, debt service and other expenditure requirements, and build prudent reserves; i.e., the "revenue requirement".

Rate competitiveness: rates must allow MCE to successfully compete in the marketplace to retain and attract customers.

Rate stability: rate changes should be minimized to reduce customer bill impacts.

Customer understanding: rates should be simple, transparent and easily understood by customers.

Equity among customers: rate differences among customers should be justified by differences in usage characteristics and/or cost of service.

Efficiency: rates should encourage conservation and efficient use of electricity (e.g., off-peak vehicle charging or time-of-use load shifting).

To the extent that the objectives may be in tension with one another, the rate proposal attempts to strike an appropriate balance. For example, a cost-of-service analysis might suggest that a particular rate should be increased, but the increase might be limited in the interest of rate stability and/or rate competitiveness. In accordance with the Implementation Plan, the policy of revenue sufficiency may not be violated; however, the

Board may use discretion in how the other ratesetting objectives are reflected in MCE rates.

### **Ratesetting Process**

The ratesetting cycle begins with a forecast of MCE electric energy sales for the coming fiscal year. The forecast includes the number of customers that are expected to be enrolled and take service on each of the MCE rate schedules as well as the monthly billing quantities expected under each rate schedule. Depending upon the rate schedule in question, billing quantities can include monthly kWh, kWh during specified time-of-use periods (e.g., on-peak, partial peak, off-peak), maximum monthly kW demand and maximum kW demand during specified time-of-use periods. The forecasted billing quantities are used to derive a forecast of revenues at current (and proposed) MCE rates.

The projected revenue at current rates, termed “present rate revenues”, is compared to fiscal year budget items that must be funded through such rates (the “revenue requirement”) to determine whether rate adjustments are warranted for purposes of addressing any projected surplus or deficit. MCE’s budget for the current fiscal year is based on MCE’s current rates with no changes forecast; the rate changes proposed herein would modify that budget revenue forecast.

For rate design purposes, customers are classified based on end-use and other service characteristics in an attempt to represent groups of customers with relatively similar cost-of-service profiles. MCE has established nine customer classes that include: residential (E-1), small commercial (A-1 and A-6), medium commercial (A-10), large commercial (E-19), industrial (E-20), agricultural (Ag), street lighting (SL) and traffic control (TC) end uses. Revenues are allocated based on a cost of service analysis, assessment of rate competitiveness, and other policy considerations.

Typical end uses within the commercial customer classes are described below:

<b>Rate Group</b>	<b>Example End Use</b>
E-1	Residential
A-1 and A-6	Small office, small retail
A-10	Bank, restaurant, mixed use retail
E-19	Department store, large office building, grocery store
E-20	Institutional, hospital, college, water treatment facility
Ag	Agricultural
SL-1	Street and area lighting
TC-1	Traffic lights

Rates are designed for the various rate schedules associated with each customer class in order to recover the revenue requirement allocated to that class. There are currently 40 rate schedules and sub rates under which MCE customers may take service subject to the relevant eligibility criteria. MCE determines rate schedule eligibility by mapping each MCE rate schedule to an equivalent PG&E rate schedule; as customers select their PG&E rate, they are automatically placed on a corresponding MCE rate schedule.

## Revenue Allocation

The rate proposal allocates revenues among customer classes in a manner that brings average rates for all customer classes, inclusive of PG&E surcharges (Power Charge Indifference Adjustment or “PCIA” and the Franchise Fee Surcharge or “FFS”), closer to parity with PG&E. The proposed annualized revenue changes and cost differences relative to PG&E, by customer class are shown in Table 1:

**Table 1: Proposed Rate Comparative Analysis Summary (Annualized for Twelve Month Period)**

Rate Group	Present MCE Generation + PG&E Charges <sup>1</sup>	Proposed MCE Generation + PG&E Charges <sup>2</sup>	Revenue at PG&E Bundled Rates <sup>3</sup>	Total Cost Difference	Cost Difference
E-1	482,236,289	523,368,232	524,756,651	(1,388,419)	-0.3%
A-1	141,955,387	146,311,459	146,641,367	(329,907)	-0.2%
A-6	25,577,813	27,004,234	27,071,417	(67,184)	-0.2%
A-10	141,223,222	146,393,495	146,783,739	(390,244)	-0.3%
E-19	138,930,528	142,962,557	143,362,651	(400,093)	-0.3%
E-20	75,375,833	77,591,583	77,834,489	(242,906)	-0.3%
Ag	6,558,750	6,807,426	6,823,835	(16,410)	-0.2%
SL	6,690,786	6,495,046	6,507,495	(12,449)	-0.2%
TC	953,342	990,586	992,715	(2,129)	-0.2%
<b>Total</b>	<b>1,019,501,950</b>	<b>1,077,924,618</b>	<b>1,080,774,359</b>	<b>(2,849,741)</b>	<b>-0.3%</b>

The cost figures in Table 1 represent forecast total delivered electricity costs over a twelve-month period, inclusive of generation charges, distribution and other delivery charges, and, for MCE customers, the PCIA and Franchise Fee surcharges. As can be seen from Table 1, the proposed rate changes are not uniform across the different customer classes served by MCE. The proposed differential rate adjustments were made based on a comparative rate analysis and designed to bring average MCE customer costs for all customer classes below what the costs would be under bundled PG&E rates.

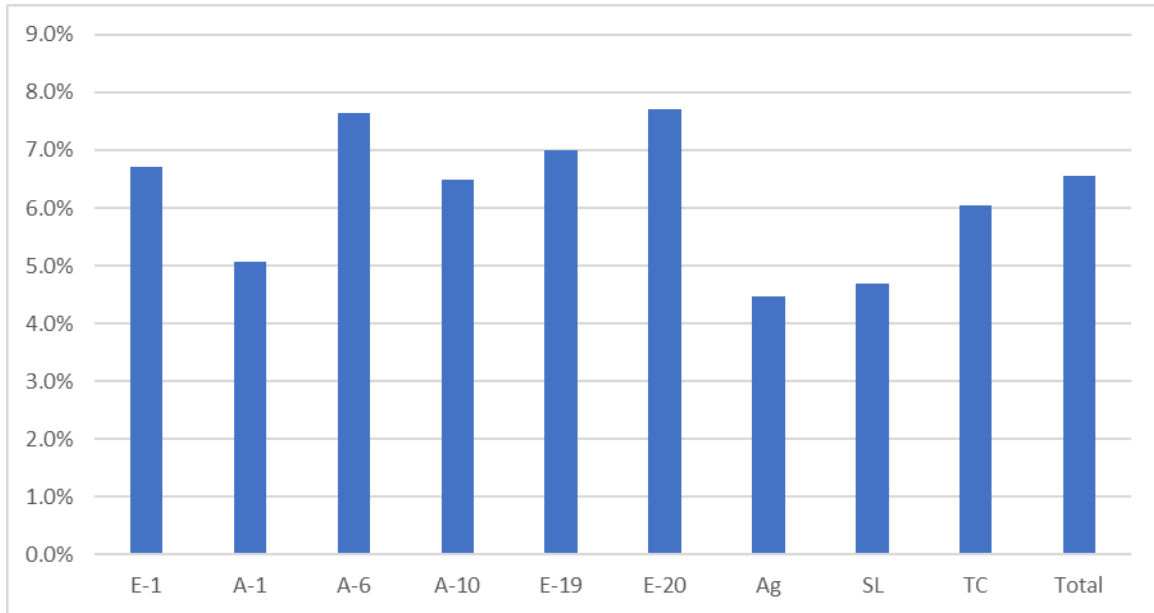
Customer electric bill are expected to increase by an average of 6.6% due to a combination of MCE rate changes and changes to PG&E’s PCIA rates. Figure 1 illustrates the estimated customer bill impacts for typical customers across customer classes.

<sup>1</sup> Includes current MCE charges and PG&E delivery and PCIA/Franchise Fee Surcharges for 2019 vintage. PG&E rates are expected as of July 1<sup>st</sup>, 2019, per AL 5527-E.

<sup>2</sup> Includes MCE charges and PG&E delivery and PCIA/Franchise Fee surcharges for 2019 vintage. PG&E rates are expected as of July 1<sup>st</sup>, 2019, per AL 5527-E.

<sup>3</sup> Includes PG&E generation and delivery charges.

**Figure 1: Average Monthly Bill Impacts**



## Rate Design

The individual rate components on each rate schedule were examined in relation to the costs of providing electric service as well as how they compare to the corresponding PG&E rate, after taking forecasted PCIA surcharges into consideration. Generally speaking, each rate component reflects a similar percentage discount relative to the PG&E rate structure. As a result of CPUC approved changes to the PCIA methodology, the residential PCIA is decreasing while other PCIA rates are increasing. To maintain steady rates and a similar overall rate change to all customer classes, residential rates are increasing more than other classes. However, the overall on-bill change would be consistent with other customer classes. A comparison of current and proposed rates is included in Attachment A.

## EV2 Rates

PG&E has submitted filings to implement an EV (Electric Vehicle) rate successor tariff, EV2, which if approved would replace EV for most customers in October. The Executive Committee has recommended that your Board direct staff to implement an EV2 rate as PG&E's final EV2 rate becomes available, following the same savings of approximately 0.3% of total bill for MCE customers.

EV2 is structured similarly to EV but follows the new peak period of 4 p.m. to 9 p.m. (rather than the current peak of 2 p.m. to 9 p.m.). Rate pricing will be updated by PG&E to match marginal costs associated with the new hours. Residential solar customers – benefitting from the additional peak hours of 2 p.m. to 4 p.m. and associated rates – will be able to keep the current EV rate structure for up to five years.

Customers with very annual high usage – just under 500% of the typical household usage – will be ineligible to continue on the EV2 rate schedule. PG&E has indicated that this is intended to prevent current utilization of the rate for non-EV purposes, particularly residential marijuana cultivation. Affected customers will receive a notification of



potential disqualification from the EV2 rate before being moved to a different residential rate (E-TOU-B).

### **Standby Rates**

Standby is a rare rate schedule used to serve customers under certain conditions, often customers supplied by electricity from self-generation or non-utility sources. MCE does not currently have an established Standby rate. The Executive Committee has recommended that your Board direct staff to implement a Standby rate as part of the current ratesetting process following the same savings of approximately 0.3% of total bill for MCE customers. The MCE Standby rate would apply to a very small number of existing customers.

### **New Commercial Rates**

Across California, most utilities are restructuring the time-of-use periods applied in rate setting. As part of this effort PG&E will be introducing new optional commercial rate schedules similar to existing commercial rate structures, but with their peak period shifted from the current 12 p.m. to 6 p.m. period to a 4 p.m. to 9 p.m. period. Corresponding partial-peak and off-peak periods will be adjusted, peak seasons will be shortened, and a new “super off peak” rate will be introduced during the Spring. The Executive Committee has recommended that your Board direct staff to implement a similar rate structure for MCE as soon as possible once PG&E’s rates become available. The rate structure would follow the same savings of approximately 0.3% of total bill for MCE customers.

The goal of these new rates is to incentivize shifting of load away from periods of peak grid strain and to better match rates with the cost of serving load. The current peak period of 12 p.m. to 6 p.m. is no longer consistent with the current shape and pricing of power on California’s power grid. Current energy prices tend to decrease in the middle of the day and increase in the evening as solar goes offline, causing a phenomenon commonly referred to as the “duck curve”.

While these rates are expected to be available from PG&E in October of 2019, they will be optional for the first year. In October 2020 they are expected to become mandatory for most customer classes – with exceptions for certain solar-friendly rates.

### **Customer Outreach**

MCE customer outreach efforts were initiated following the Executive Committee decision to move forward with the proposed rate adjustments. Customer notifications were initiated through on-bill messages starting with the May 7<sup>th</sup> billing cycle, via MCE’s website and through rate documents available at MCE’s front desks. MCE’s contact center was also provided with detailed information on the rate change, with direction to track and escalate inquiries where appropriate.

MCE’s Notice of Proposed Rate Adjustment was also run as a newspaper advertisement in each of MCE’s four counties, with ads running on May 15<sup>th</sup> and June 5<sup>th</sup>. The notices are 1/6<sup>th</sup> of a page and provide general information on the rate increase, as well as where and how comments can be submitted. These notices were printed in the East Bay Times, the Marin Independent Journal, the Napa Valley Register, and the Benicia Herald.

Staff initiated direct outreach to MCE's largest customers to notify them of the rate changes and answer any concerns they might have about MCE or PG&E's upcoming rate changes. Additionally, staff provided a summary of the rate change to municipal agencies through its May update.

### **Termination Fees**

MCE's rates and charges include a Termination Fee applicable to customers departing MCE service after the initial sixty-day post enrollment opt-out period. The Termination Fee is proposed to remain unchanged for FY 2019/20. The Administrative Fee component of the Termination Fee would remain at \$5 for residential customers and \$25 for non-residential customers. The Cost Recovery Charge component of the Termination Fee, which would apply in the event MCE is unable to recover the costs of supply commitments attributable to the customer that is terminating service, would remain at zero.

### **Recommendations:**

1. Authorize MCE staff to adjust MCE rate so that they provide an average 0.3% total bill savings relative to PG&E using PG&E's 2019 ERRRA rates effective July 1<sup>st</sup> or as soon as possible thereafter, and make additional rate changes linked to the 2019 ERRRA if PG&E's ERRRA rate changes are delayed or bifurcated, and require additional alignment to achieve the 0.3% total bill savings.
2. Authorize staff to implement EV2A, standby rates, and new time-of-use commercial rates effective July 1<sup>st</sup> or as soon as possible thereafter providing for an average 0.3% total bill savings from PG&E.

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
<b>RESIDENTIAL CUSTOMERS</b>										
E-1, EL-1, EM, EML, ES, ESL, ESR, ESRL, ET, ETL	E-1									
	ENERGY CHARGE (\$/KWH)	All Energy	0.06800	0.03443	0.10243	0.08500	0.03058	0.11558	0.11639	-0.70%
E-6, EL-6	E-6									
	ENERGY CHARGE (\$/KWH)									
		Summer Peak	0.18600	0.03443	0.22043	0.22700	0.03058	0.25758	0.25912	-0.59%
		Summer Part Peak	0.08200	0.03443	0.11643	0.10500	0.03058	0.13558	0.13612	-0.40%
		Summer Off-Peak	0.04300	0.03443	0.07743	0.05500	0.03058	0.08558	0.08591	-0.38%
		Winter Partial Peak	0.06500	0.03443	0.09943	0.08300	0.03058	0.11358	0.11379	-0.18%
		Winter Off-Peak	0.05200	0.03443	0.08643	0.06900	0.03058	0.09958	0.09998	-0.40%
EV-A, EV-B	EV									
	ENERGY CHARGE (\$/KWH)									
		Summer Peak	0.21200	0.03443	0.24643	0.24400	0.03058	0.27458	0.27567	-0.40%
		Summer Part Peak	0.07000	0.03443	0.10443	0.10200	0.03058	0.13258	0.13285	-0.20%
		Summer Off-Peak	0.02200	0.03443	0.05643	0.03600	0.03058	0.06658	0.06676	-0.27%
		Winter Peak	0.05700	0.03443	0.09143	0.07200	0.03058	0.10258	0.10301	-0.42%
		Winter Partial Peak	0.02300	0.03443	0.05743	0.03300	0.03058	0.06358	0.06436	-1.21%
		Winter Off-Peak	0.02300	0.03443	0.05743	0.03800	0.03058	0.06858	0.06915	-0.82%
E-TOU-A, EL-TOU-A	E-TOU-A									
	ENERGY CHARGE (\$/KWH)									
		Summer Peak	0.15300	0.03443	0.18743	0.16800	0.03058	0.19858	0.19995	-0.69%
		Summer Off-Peak	0.07800	0.03443	0.11243	0.09300	0.03058	0.12358	0.12438	-0.64%
		Winter Peak	0.06600	0.03443	0.10043	0.08100	0.03058	0.11158	0.11261	-0.91%
		Winter Off-Peak	0.05200	0.03443	0.08643	0.06700	0.03058	0.09758	0.09832	-0.75%
E-TOU-B, EL-TOU-B	E-TOU-B									
	ENERGY CHARGE (\$/KWH)									
		Summer Peak	0.17800	0.03443	0.21243	0.19000	0.03058	0.22058	0.22185	-0.57%
		Summer Off-Peak	0.07200	0.03443	0.10643	0.08800	0.03058	0.11858	0.11879	-0.18%
		Winter Peak	0.06900	0.03443	0.10343	0.08400	0.03058	0.11458	0.11501	-0.37%
		Winter Off-Peak	0.04900	0.03443	0.08343	0.06500	0.03058	0.09558	0.09621	-0.65%
E-TOU-C3	E-TOU-C3									
	ENERGY CHARGE (\$/KWH)									
		Summer Peak	0.12700	0.03443	0.16143	0.14300	0.03058	0.17358	0.17493	-0.77%
		Summer Off-Peak	0.06300	0.03443	0.09743	0.08000	0.03058	0.11058	0.11149	-0.82%
		Winter Peak	0.07000	0.03443	0.10443	0.08700	0.03058	0.11758	0.11847	-0.75%
		Winter Off-Peak	0.05300	0.03443	0.08743	0.07000	0.03058	0.10058	0.10114	-0.55%

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
<u>COMMERCIAL, INDUSTRIAL AND GENERAL SERVICE CUSTOMERS</u>										
A-1-A	A-1-A									
	ENERGY CHARGE (\$/KWH)									
		SUMMER	0.09200	0.02559	0.11759	0.10200	0.02993	0.13193	0.13258	-0.49%
		WINTER	0.05700	0.02559	0.08259	0.06100	0.02993	0.09093	0.09121	-0.31%
A-1-B	A-1-B									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.10800	0.02559	0.13359	0.11600	0.02993	0.14593	0.14664	-0.48%
		PART-PEAK	0.08600	0.02559	0.11159	0.09200	0.02993	0.12193	0.12298	-0.85%
		OFF-PEAK	0.05700	0.02559	0.08259	0.06500	0.02993	0.09493	0.09563	-0.73%
		<u>WINTER</u>								
		PART-PEAK	0.08400	0.02559	0.10959	0.09200	0.02993	0.12193	0.12279	-0.70%
		OFF-PEAK	0.06300	0.02559	0.08859	0.07100	0.02993	0.10093	0.10188	-0.93%
A-6	A-6									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.34000	0.02559	0.36559	0.35500	0.02993	0.38493	0.38637	-0.37%
		PART-PEAK	0.10200	0.02559	0.12759	0.11600	0.02993	0.14593	0.14679	-0.59%
		OFF-PEAK	0.04500	0.02559	0.07059	0.05800	0.02993	0.08793	0.08849	-0.63%
		<u>WINTER</u>								
		PART-PEAK	0.07100	0.02559	0.09659	0.08300	0.02993	0.11293	0.11396	-0.90%
		OFF-PEAK	0.05200	0.02559	0.07759	0.06600	0.02993	0.09593	0.09646	-0.55%

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
A-10-A	<b>A-10-A</b>									
	ENERGY CHARGE (\$/KWH)	SUMMER	0.08100	0.02599	0.10699	0.09000	0.03130	0.12130	0.12184	-0.44%
		WINTER	0.05800	0.02599	0.08399	0.06200	0.03130	0.09330	0.09354	-0.26%
	DEMAND CHARGE (\$/KW)	SUMMER MAX	4.85000			5.65000			5.68000	-0.53%
	<b>A-10-A-P</b>									
	ENERGY CHARGE (\$/KWH)	SUMMER	0.07776	0.02599	0.10375	0.08000	0.03130	0.11130	0.11184	-0.48%
		WINTER	0.05568	0.02599	0.08167	0.05500	0.03130	0.08630	0.08722	-1.05%
	DEMAND CHARGE (\$/KW)	SUMMER MAX	4.65600			4.93000			4.93000	0.00%
A-10-B	<b>A-10-B</b>									
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>								
		PEAK	0.13500	0.02599	0.16099	0.14300	0.03130	0.17430	0.17512	-0.47%
		PART-PEAK	0.08200	0.02599	0.10799	0.08800	0.03130	0.11930	0.11999	-0.58%
		OFF-PEAK	0.05400	0.02599	0.07999	0.06000	0.03130	0.09130	0.09192	-0.67%
		<u>WINTER</u>								
		PART-PEAK	0.06500	0.02599	0.09099	0.07200	0.03130	0.10330	0.10405	-0.72%
		OFF-PEAK	0.04900	0.02599	0.07499	0.05500	0.03130	0.08630	0.08698	-0.78%
	DEMAND CHARGE (\$/KW)	SUMMER MAX	4.85000			5.65000		5.68000	5.68000	-0.53%
	<b>A-10-B-P</b>									
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>								
		PEAK	0.12960	0.02599	0.15559	0.13100	0.03130	0.16230	0.16285	-0.34%
		PART-PEAK	0.07872	0.02599	0.10471	0.08000	0.03130	0.11130	0.11228	-0.87%
		OFF-PEAK	0.05184	0.02599	0.07783	0.05400	0.03130	0.08530	0.08566	-0.42%
		<u>WINTER</u>								
		PART-PEAK	0.06240	0.02599	0.08839	0.06700	0.03130	0.09830	0.09859	-0.29%
		OFF-PEAK	0.04704	0.02599	0.07303	0.05100	0.03130	0.08230	0.08271	-0.50%
	DEMAND CHARGE (\$/KW)	SUMMER MAX	4.65600			4.93000			4.95000	-0.40%

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
E-19-S, V	<b>E-19-S</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.10500	0.02192	0.12692	0.11700	0.02880	0.14580	0.14610	-0.21%
		PART-PEAK	0.06500	0.02192	0.08692	0.07000	0.02880	0.09880	0.09896	-0.16%
		OFF-PEAK	0.04000	0.02192	0.06192	0.03900	0.02880	0.06780	0.06773	0.10%
		<u>WINTER</u>								
		PART-PEAK	0.05900	0.02192	0.08092	0.06300	0.02880	0.09180	0.09250	-0.76%
		OFF-PEAK	0.04500	0.02192	0.06692	0.04600	0.02880	0.07480	0.07548	-0.90%
	DEMAND CHARGE (\$/KW)									
		<u>SUMMER</u>								
		PEAK	12.60000			14.64000			14.71000	-0.48%
		PART-PEAK	3.10000			3.61000			3.63000	-0.55%
E-19-P, V	<b>E-19-P</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.09700	0.02192	0.11892	0.10500	0.02880	0.13380	0.13493	-0.84%
		PART-PEAK	0.05800	0.02192	0.07992	0.06100	0.02880	0.08980	0.09043	-0.70%
		OFF-PEAK	0.03500	0.02192	0.05692	0.03300	0.02880	0.06180	0.06183	-0.05%
		<u>WINTER</u>								
		PART-PEAK	0.05300	0.02192	0.07492	0.05500	0.02880	0.08380	0.08442	-0.73%
		OFF-PEAK	0.04000	0.02192	0.06192	0.04000	0.02880	0.06880	0.06890	-0.15%
	DEMAND CHARGE (\$/KW)									
		<u>SUMMER</u>								
		PEAK	11.25000			13.02000			13.09000	-0.53%
		PART-PEAK	2.75000			3.17000			3.19000	-0.63%
E-19-T, V	<b>E-19-T</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.06000	0.02192	0.08192	0.06400	0.02880	0.09280	0.09306	-0.28%
		PART-PEAK	0.04800	0.02192	0.06992	0.04900	0.02880	0.07780	0.07846	-0.84%
		OFF-PEAK	0.03400	0.02192	0.05592	0.03000	0.02880	0.05880	0.05914	-0.57%
		<u>WINTER</u>								
		PART-PEAK	0.05000	0.02192	0.07192	0.05200	0.02880	0.08080	0.08076	0.05%
		OFF-PEAK	0.03800	0.02192	0.05992	0.03700	0.02880	0.06580	0.06592	-0.18%
	DEMAND CHARGE (\$/KW)									
		<u>SUMMER</u>								
		PEAK	12.40000			14.32000			14.39000	-0.49%
		PART-PEAK	3.10000			3.59000			3.61000	-0.55%

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
E-19-R-S, V-R-S	<b>E-19-R-S</b>									
	ENERGY CHARGE (\$/KWH)									
	<u>SUMMER</u>									
	PEAK		0.24000	0.02192	0.26192	0.30600	0.02880	0.33480	0.33654	-0.52%
	PART-PEAK		0.09500	0.02192	0.11692	0.10700	0.02880	0.13580	0.13646	-0.48%
	OFF-PEAK		0.03900	0.02192	0.06092	0.03900	0.02880	0.06780	0.06773	0.10%
	<u>WINTER</u>									
	PART-PEAK		0.06000	0.02192	0.08192	0.06300	0.02880	0.09180	0.09250	-0.76%
	OFF-PEAK		0.04500	0.02192	0.06692	0.04600	0.02880	0.07480	0.07548	-0.90%
E-19-R-P, V-R-P	<b>E-19-R-P</b>									
	ENERGY CHARGE (\$/KWH)									
	<u>SUMMER</u>									
	PEAK		0.23000	0.02192	0.25192	0.29600	0.02880	0.32480	0.32673	-0.59%
	PART-PEAK		0.08800	0.02192	0.10992	0.09800	0.02880	0.12680	0.12728	-0.38%
	OFF-PEAK		0.03400	0.02192	0.05592	0.03300	0.02880	0.06180	0.06183	-0.05%
	<u>WINTER</u>									
	PART-PEAK		0.05300	0.02192	0.07492	0.05500	0.02880	0.08380	0.08442	-0.73%
	OFF-PEAK		0.04000	0.02192	0.06192	0.04000	0.02880	0.06880	0.0689	-0.15%
E-19-R-T, V-R-T	<b>E-19-R-T</b>									
	ENERGY CHARGE (\$/KWH)									
	<u>SUMMER</u>									
	PEAK		0.23000	0.02192	0.25192	0.31000	0.02880	0.33880	0.34024	-0.42%
	PART-PEAK		0.08500	0.02192	0.10692	0.10200	0.02880	0.13080	0.13194	-0.86%
	OFF-PEAK		0.03200	0.02192	0.05392	0.03000	0.02880	0.05880	0.05914	-0.57%
	<u>WINTER</u>									
	PART-PEAK		0.05000	0.02192	0.07192	0.05200	0.02880	0.08080	0.08076	0.05%
	OFF-PEAK		0.03800	0.02192	0.05992	0.03700	0.02880	0.06580	0.06592	-0.18%

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
E-20-S	<b>E-20-S</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.09500	0.02107	0.11607	0.10800	0.02744	0.13544	0.13597	-0.39%
		PART-PEAK	0.06000	0.02107	0.08107	0.06500	0.02744	0.09244	0.09304	-0.64%
		OFF-PEAK	0.03600	0.02107	0.05707	0.03600	0.02744	0.06344	0.06356	-0.19%
		<u>WINTER</u>								
		PART-PEAK	0.05500	0.02107	0.07607	0.05900	0.02744	0.08644	0.08680	-0.41%
		OFF-PEAK	0.04100	0.02107	0.06207	0.04300	0.02744	0.07044	0.07083	-0.55%
	DEMAND CHARGE (\$/KW)									
		<u>SUMMER</u>								
		PEAK	12.20000			14.20000			14.27000	-0.49%
		PART-PEAK	3.00000			3.50000			3.52000	-0.57%
E-20-P	<b>E-20-P</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.10200	0.01967	0.12167	0.11200	0.02616	0.13816	0.13876	-0.43%
		PART-PEAK	0.06100	0.01967	0.08067	0.06500	0.02616	0.09116	0.09153	-0.40%
		OFF-PEAK	0.03700	0.01967	0.05667	0.03600	0.02616	0.06216	0.06247	-0.50%
		<u>WINTER</u>								
		PART-PEAK	0.05600	0.01967	0.07567	0.05900	0.02616	0.08516	0.08530	-0.16%
		OFF-PEAK	0.04200	0.01967	0.06167	0.04300	0.02616	0.06916	0.06961	-0.65%
	DEMAND CHARGE (\$/KW)									
		<u>SUMMER</u>								
		PEAK	13.40000			15.55000			15.63000	-0.51%
		PART-PEAK	3.15000			3.68000			3.70000	-0.54%
E-20-T	<b>E-20-T</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.06200	0.01808	0.08008	0.06600	0.02447	0.09047	0.09137	-0.99%
		PART-PEAK	0.04900	0.01808	0.06708	0.05200	0.02447	0.07647	0.07704	-0.74%
		OFF-PEAK	0.03400	0.01808	0.05208	0.03300	0.02447	0.05747	0.05807	-1.03%
		<u>WINTER</u>								
		PART-PEAK	0.05100	0.01808	0.06908	0.05400	0.02447	0.07847	0.07929	-1.03%
		OFF-PEAK	0.03900	0.01808	0.05708	0.04000	0.02447	0.06447	0.06472	-0.39%
	DEMAND CHARGE (\$/KW)									
		<u>SUMMER</u>								
		PEAK	15.85000			18.53000			18.62000	-0.48%
		PART-PEAK	3.75000			4.42000			4.44000	-0.45%



**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
E-20-R-S	E-20-R-S									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.22000	0.02107	0.24107	0.27200	0.02744	0.29944	0.30078	-0.45%
		PART-PEAK	0.09000	0.02107	0.11107	0.10100	0.02744	0.12844	0.12873	-0.23%
		OFF-PEAK	0.03700	0.02107	0.05807	0.03600	0.02744	0.06344	0.06356	-0.19%
		<u>WINTER</u>								
		PART-PEAK	0.05500	0.02107	0.07607	0.05900	0.02744	0.08644	0.08680	-0.41%
		OFF-PEAK	0.04200	0.02107	0.06307	0.04300	0.02744	0.07044	0.07083	-0.55%
E-20-R-P	E-20-R-P									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.24000	0.01967	0.25967	0.29200	0.02616	0.31816	0.31955	-0.43%
		PART-PEAK	0.08900	0.01967	0.10867	0.10000	0.02616	0.12616	0.12684	-0.54%
		OFF-PEAK	0.03700	0.01967	0.05667	0.03600	0.02616	0.06216	0.06247	-0.50%
		<u>WINTER</u>								
		PART-PEAK	0.05500	0.01967	0.07467	0.05900	0.02616	0.08516	0.08530	-0.16%
		OFF-PEAK	0.04200	0.01967	0.06167	0.04300	0.02616	0.06916	0.06961	-0.65%
E-20-R-T	E-20-R-T									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.23000	0.01808	0.24808	0.27700	0.02447	0.30147	0.30301	-0.51%
		PART-PEAK	0.08400	0.01808	0.10208	0.09500	0.02447	0.11947	0.12026	-0.66%
		OFF-PEAK	0.03500	0.01808	0.05308	0.03300	0.02447	0.05747	0.05807	-1.03%
		<u>WINTER</u>								
		PART-PEAK	0.05100	0.01808	0.06908	0.05400	0.02447	0.07847	0.07929	-1.03%
		OFF-PEAK	0.04000	0.01808	0.05808	0.04000	0.02447	0.06447	0.06472	-0.39%

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
STOUS	<b>STOUS</b>									
	ENERGY CHARGE (\$/KWH)									
	<u>SUMMER</u>									
	PEAK		NA	0.01261	0.01261	0.09600	0.02234	0.11834	0.11892	-0.49%
	PART-PEAK		NA	0.01261	0.01261	0.07700	0.02234	0.09934	0.10005	-0.71%
	OFF-PEAK		NA	0.01261	0.01261	0.05300	0.02234	0.07534	0.07536	-0.03%
	<u>WINTER</u>									
	PART-PEAK		NA	0.01261	0.01261	0.08000	0.02234	0.10234	0.10306	-0.70%
	OFF-PEAK		NA	0.01261	0.01261	0.06100	0.02234	0.08334	0.08393	-0.70%
	RESERVATION CHARGE (\$/KW)		NA			0.46000			0.46000	0.00%
STOUP	<b>STOUP</b>									
	ENERGY CHARGE (\$/KWH)									
	<u>SUMMER</u>									
	PEAK		NA	0.01261	0.01261	0.09600	0.02234	0.11834	0.11892	-0.49%
	PART-PEAK		NA	0.01261	0.01261	0.07700	0.02234	0.09934	0.10005	-0.71%
	OFF-PEAK		NA	0.01261	0.01261	0.05300	0.02234	0.07534	0.07536	-0.03%
	<u>WINTER</u>									
	PART-PEAK		NA	0.01261	0.01261	0.08000	0.02234	0.10234	0.10306	-0.70%
	OFF-PEAK		NA	0.01261	0.01261	0.06100	0.02234	0.08334	0.08393	-0.70%
	RESERVATION CHARGE (\$/KW)		NA			0.46000			0.46000	0.00%
STOUT	<b>STOUT</b>									
	ENERGY CHARGE (\$/KWH)									
	<u>SUMMER</u>									
	PEAK		NA	0.01261	0.01261	0.07600	0.02234	0.09834	0.09907	-0.74%
	PART-PEAK		NA	0.01261	0.01261	0.06100	0.02234	0.08334	0.08352	-0.22%
	OFF-PEAK		NA	0.01261	0.01261	0.04000	0.02234	0.06234	0.06296	-0.98%
	<u>WINTER</u>									
	PART-PEAK		NA	0.01261	0.01261	0.06300	0.02234	0.08534	0.08597	-0.73%
	OFF-PEAK		NA	0.01261	0.01261	0.04700	0.02234	0.06934	0.07017	-1.18%
	RESERVATION CHARGE (\$/KW)		NA			0.38000			0.38000	0.00%
<u>AGRICULTURAL CUSTOMERS</u>										
AG-1-A	<b>AG-1-A</b>									
	ENERGY CHARGE (\$/KWH)									
	SUMMER		0.07700	0.02546	0.10246	0.08500	0.02652	0.11152	0.11235	-0.74%
	WINTER		0.05800	0.02546	0.08346	0.06300	0.02652	0.08952	0.09011	-0.65%
	CONNECTED LOAD (\$/HP)									
	SUMMER MAX		1.35000			1.53000			1.54000	-0.65%
	WINTER MAX		-			-				
AG-1-B	<b>AG-1-B</b>									
	ENERGY CHARGE (\$/KWH)									
	SUMMER		0.08000	0.02546	0.10546	0.08900	0.02652	0.11552	0.11606	-0.47%
	WINTER		0.05700	0.02546	0.08246	0.06300	0.02652	0.08952	0.09047	-1.05%
	DEMAND CHARGE (\$/KW)									
	SUMMER MAX		2.00000			2.31000			2.31000	0.00%
	WINTER MAX		-			-				
AG-RA	<b>AG-RA</b>									
	ENERGY CHARGE (\$/KWH)									
	<u>SUMMER</u>									
	PEAK		0.24200	0.02546	0.26746	0.28200	0.02652	0.30852	0.30989	-0.44%
	OFF-PEAK		0.04500	0.02546	0.07046	0.05100	0.02652	0.07752	0.07805	-0.68%

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
		<u>WINTER</u>								
		PART-PEAK	0.05200	0.02546	0.07746	0.05900	0.02652	0.08552	0.0863	-0.90%
		OFF-PEAK	0.04200	0.02546	0.06746	0.04700	0.02652	0.07352	0.07347	0.07%
	CONNECTED LOAD (\$/HP)									
		SUMMER	1.3000			1.5100			1.52	-0.66%
		WINTER	-			-				
AG-RB	<b>AG-RB</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.21500	0.02546	0.24046	0.25300	0.02652	0.27952	0.28078	-0.45%
		OFF-PEAK	0.04500	0.02546	0.07046	0.05100	0.02652	0.07752	0.07773	-0.27%
		<u>WINTER</u>								
		PART-PEAK	0.04100	0.02546	0.06646	0.04400	0.02652	0.07052	0.0713	-1.09%
		OFF-PEAK	0.03500	0.02546	0.06046	0.03400	0.02652	0.06052	0.06073	-0.35%
	DEMAND CHARGE (\$/KW)									
		<u>SUMMER</u>								
		MAX	1.9000			2.2500			2.26	-0.44%
		PEAK	2.1500			2.5300			2.52	0.40%
		WINTER	-			-				

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
AG-VA	<b>AG-VA</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.21000	0.02546	0.23546	0.24300	0.02652	0.26952	0.27113	-0.59%
		OFF-PEAK	0.04300	0.02546	0.06846	0.04800	0.02652	0.07452	0.07489	-0.49%
		<u>WINTER</u>								
		PART-PEAK	0.05100	0.02546	0.07646	0.05800	0.02652	0.08452	0.08454	-0.02%
		OFF-PEAK	0.04000	0.02546	0.06546	0.04500	0.02652	0.07152	0.07196	-0.61%
	CONNECTED LOAD (\$/HP)									
		SUMMER	1.3500			1.5800			1.59	-0.63%
		WINTER	-			-				
AG-VB	<b>AG-VB</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.18500	0.02546	0.21046	0.22600	0.02652	0.25252	0.25382	-0.51%
		OFF-PEAK	0.04400	0.02546	0.06946	0.04900	0.02652	0.07552	0.0764	-1.15%
		<u>WINTER</u>								
		PART-PEAK	0.03900	0.02546	0.06446	0.04500	0.02652	0.07152	0.07231	-1.09%
		OFF-PEAK	0.03500	0.02546	0.06046	0.03500	0.02652	0.06152	0.06157	-0.08%
	DEMAND CHARGE (\$/KW)									
		<u>SUMMER</u>								
		MAX	1.7500			2.0800			2.09	-0.48%
		PEAK	2.2500			2.6800			2.69	-0.37%
		WINTER	-			-				

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
AG-4-A, AG-4-D	<b>AG-4-A</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.13700	0.02546	0.16246	0.15600	0.02652	0.18252	0.18347	-0.52%
		OFF-PEAK	0.04600	0.02546	0.07146	0.05200	0.02652	0.07852	0.07921	-0.87%
		<u>WINTER</u>								
		PART-PEAK	0.05100	0.02546	0.07646	0.05700	0.02652	0.08352	0.08394	-0.50%
		OFF-PEAK	0.04000	0.02546	0.06546	0.04500	0.02652	0.07152	0.07152	0.00%
	CONNECTED LOAD (\$/HP)									
		SUMMER	1.35000			1.55000			1.56	-0.64%
		WINTER	-			-				
AG-4-B, AG-4-E	<b>AG-4-B</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.09900	0.02546	0.12446	0.11300	0.02652	0.13952	0.13991	-0.28%
		OFF-PEAK	0.04900	0.02546	0.07446	0.05400	0.02652	0.08052	0.0812	-0.84%
		<u>WINTER</u>								
		PART-PEAK	0.04600	0.02546	0.07146	0.05200	0.02652	0.07852	0.07918	-0.83%
		OFF-PEAK	0.03900	0.02546	0.06446	0.04100	0.02652	0.06752	0.06738	0.21%
	DEMAND CHARGE (\$/KW)									
		<u>SUMMER</u>								
		MAX	2.35000			2.74000			2.75	-0.36%
		PEAK	2.50000			2.91000			2.92	-0.34%
		WINTER	-			-				
AG-4-C, AG-4-F	<b>AG-4-C</b>									
	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>								
		PEAK	0.11600	0.02546	0.14146	0.13500	0.02652	0.16152	0.16183	-0.19%
		PART-PEAK	0.05600	0.02546	0.08146	0.06500	0.02652	0.09152	0.09162	-0.11%
		OFF-PEAK	0.03800	0.02546	0.06346	0.03900	0.02652	0.06552	0.0661	-0.88%
		<u>WINTER</u>								
		PART-PEAK	0.04100	0.02546	0.06646	0.04600	0.02652	0.07252	0.07334	-1.12%
		OFF-PEAK	0.03700	0.02546	0.06246	0.03600	0.02652	0.06252	0.06239	0.21%
	DEMAND CHARGE (\$/KW)									
		<u>SUMMER</u>								
		PEAK	5.90000			6.76000			6.79	-0.44%
		PART-PEAK	1.00000			1.15000			1.16	-0.86%
		WINTER	-			-				

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)	
AG-5-A, AG-5-D	<b>AG-5-A</b>	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>									
		PEAK	0.12600	0.02546	0.15146	0.14300	0.02652	0.16952	0.17023	-0.42%	
		OFF-PEAK	0.05100	0.02546	0.07646	0.05700	0.02652	0.08352	0.08417	-0.77%	
		<u>WINTER</u>									
		PART-PEAK	0.05500	0.02546	0.08046	0.06100	0.02652	0.08752	0.08815	-0.71%	
		OFF-PEAK	0.04400	0.02546	0.06946	0.04800	0.02652	0.07452	0.07518	-0.88%	
		CONNECTED LOAD (\$/HP)									
		SUMMER	3.70000			4.22000			4.24	-0.47%	
		WINTER	-			-					
		AG-5-B, AG-5-E	<b>AG-5-B</b>	ENERGY CHARGE (\$/KWH)							
<u>SUMMER</u>											
PEAK	0.11000			0.02546	0.13546	0.14100	0.02652	0.16752	0.16834	-0.49%	
OFF-PEAK	0.03200			0.02546	0.05746	0.03000	0.02652	0.05652	0.05659	-0.12%	
<u>WINTER</u>											
PART-PEAK	0.04500			0.02546	0.07046	0.05300	0.02652	0.07952	0.07989	-0.46%	
OFF-PEAK	0.02800			0.02546	0.05346	0.02000	0.02652	0.04652	0.04696	-0.94%	
DEMAND CHARGE (\$/KW)											
<u>SUMMER</u>											
MAX	4.45000					5.13000			5.16	-0.58%	
PEAK	5.55000					6.42000			6.45	-0.47%	
WINTER	-			-							
AG-5-C, AG-5-F	<b>AG-5-C</b>	ENERGY CHARGE (\$/KWH)									
		<u>SUMMER</u>									
		PEAK	0.09000	0.02546	0.11546	0.11200	0.02652	0.13852	0.13949	-0.70%	
		PART-PEAK	0.04500	0.02546	0.07046	0.05400	0.02652	0.08052	0.08054	-0.02%	
		OFF-PEAK	0.03200	0.02546	0.05746	0.03200	0.02652	0.05852	0.0586	-0.14%	
		<u>WINTER</u>									
		PART-PEAK	0.03700	0.02546	0.06246	0.03800	0.02652	0.06452	0.06518	-1.01%	
		OFF-PEAK	0.03000	0.02546	0.05546	0.02800	0.02652	0.05452	0.0552	-1.23%	
		DEMAND CHARGE (\$/KW)									
		<u>SUMMER</u>									
		PEAK	10.30000			11.91000			11.97	-0.50%	
PART-PEAK	1.90000			2.24000			2.25	-0.44%			
WINTER	-			-							

**MARIN CLEAN ENERGY**

PROPOSED RATES AS OF JULY 1, 2019

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	CURRENT MCE GENERATION RATE	CURRENT PG&E FEES (PCIA & FF)	CURRENT EFFECTIVE GENERATION RATE	PROPOSED MCE GENERATION RATE	PROPOSED PG&E FEES (PCIA & FF)	PROPOSED EFFECTIVE GENERATION RATE	PROPOSED PG&E GENERATION RATE	MCE GENERATION & PG&E FEES VS. PG&E GENERATION (negative % indicates savings with MCE)
<u>STREET AND OUTDOOR LIGHTING</u>										
LS-1, LS-2, LS-3, OL-1	<b>SL</b>									
	ENERGY CHARGE (\$/KWH)		0.07500	0.00658	0.08158	0.06800	0.02461	0.09261	0.09278	-0.18%
TC-1	<b>TC-1</b>									
	ENERGY CHARGE (\$/KWH)		0.06400	0.02559	0.08959	0.07300	0.02993	0.10293	0.10350	-0.55%
<u>DEEP GREEN OPTION</u>										
Customers electing the Deep Green service option will pay the applicable rate for the Light Green service option plus the Deep Green Energy Charge.										
	ENERGY CHARGE (\$/KWH)		0.01000			0.01000				
<u>LOCAL SOL OPTION</u>										
For customers taking service under the Local Sol service option, the MCE generation charges of the participating customer's otherwise applicable tariff will be replaced with the following Local Sol Rate:										
	ENERGY CHARGE (\$/KWH)		0.14200			0.14200				
<u>Voltage Discount</u>										
For rate schedules not segregated by service voltage, each component of the standard rate shall be discounted for primary or higher service voltage.										
			4%			4%				



# 2019 Rates Discussion

Board of Directors  
June 20, 2019



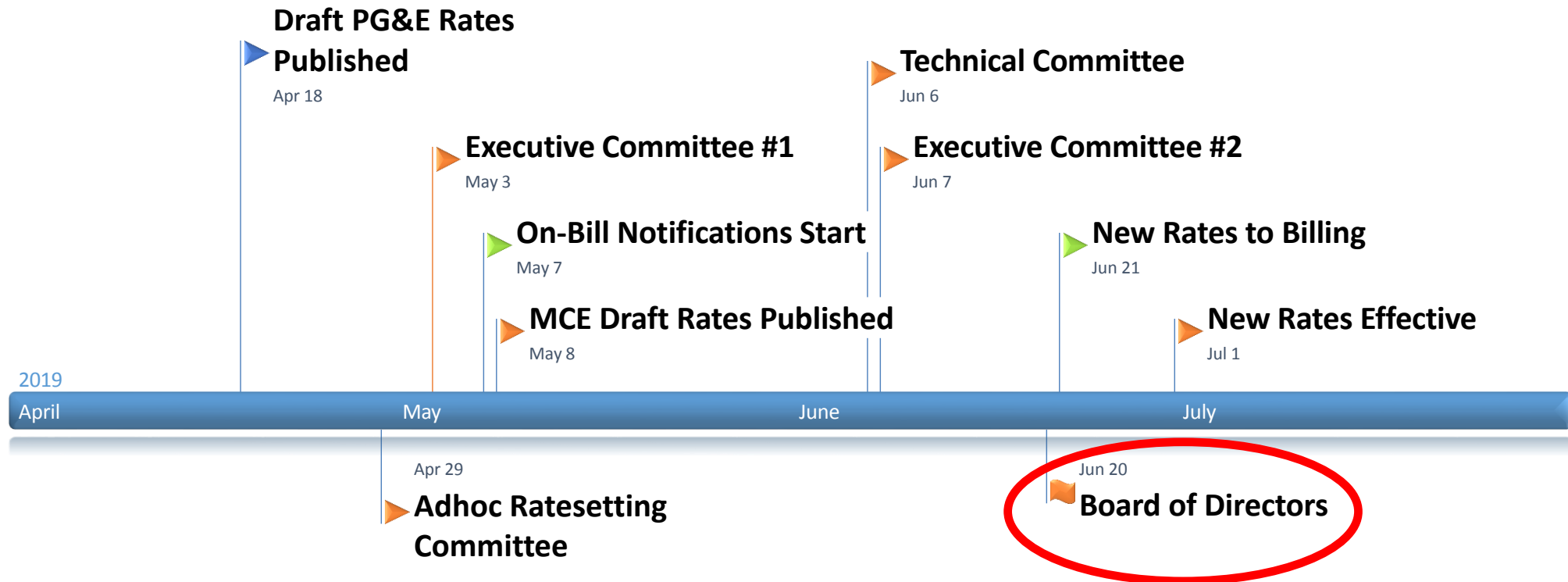
# Discussion Items

- Executive Summary
- Review of Ratemaking Principles and Reserve Policy
- Ratesetting History & Customer Impacts
- Revenue Modeling & Rate Scenarios
- Customer Outreach and Feedback
- Additional Rates for Implementation
- Executive Committee Guidance

# Executive Summary

- PG&E generation rates have increased twice so far in 2019.
- PG&E rates are likely changing again July 1<sup>st</sup> or September 1<sup>st</sup>.
- MCE rates have been below PG&E's since January 2017. Without rate changes, on July 1 MCE customers will be paying about 5.7% less than PG&E (inclusive of PCIA).
- PCIA is expected to increase, but PG&E generation rate increases have a counterbalancing effect; net improvement in MCE rate competitiveness.
- Necessary to bring generation rates closer to PG&E's:
  - Power supply costs have increased.
  - Additional revenue is needed for rate stabilization and reserve requirements.
  - Proposed scenarios would increase rates but keep costs below PG&E rates (incl. PCIA). <sup>3</sup>

# Ratesetting Timeline (July 1<sup>st</sup> Implementation)



# Review of Ratemaking Principles

Revenue sufficiency: rates must recover all expenses, debt service and other expenditure requirements, and build prudent reserves; i.e., the “revenue requirement”.

Rate competitiveness: rates must allow MCE to successfully compete in the marketplace to retain and attract customers.

Rate stability: rate changes should be minimized to reduce customer bill impacts.

Customer understanding: rates should be simple, transparent and easily understood by customers.

Equity among customers: rate differences among customers should be justified by differences in usage characteristics and/or cost of service.

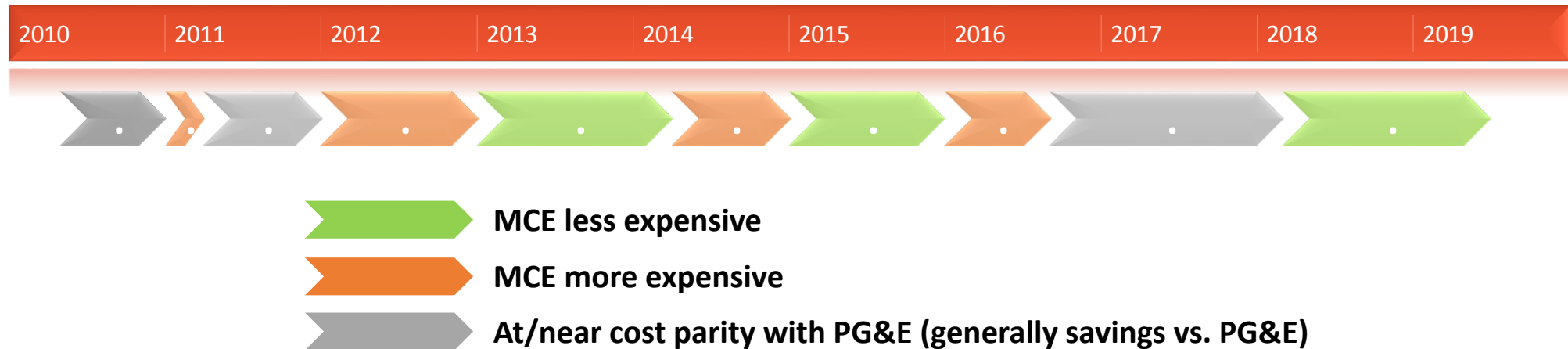
Efficiency: rates should encourage conservation and efficient use of electricity (e.g., off-peak vehicle charging or time-of-use load shifting).

# MCE Reserves & Rate Stabilization Fund

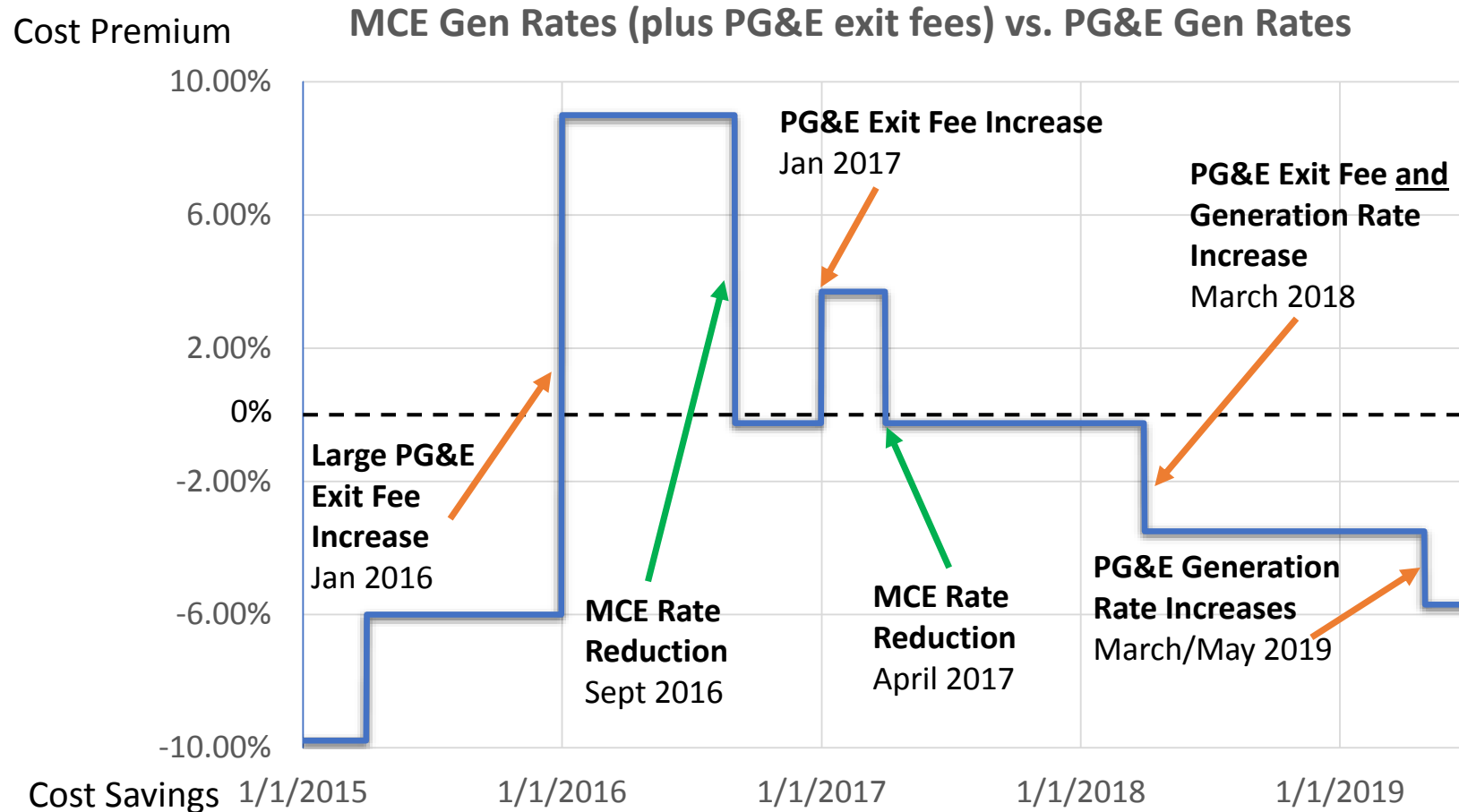
- Reserves are needed to address rate variation, market volatility, load fluctuations, regulatory uncertainty, and credit stability.
- MCE Reserve Policy sets a Net Position target of 40% of projected energy and operating expenses for the coming fiscal year → equivalent to approximately 140 days liquidity (days cash on hand).
- MCE needs to add approximately \$50.3 million in additional revenue to meet its reserve target of March 31, 2020.

# Ratesetting History

- MCE costs have generally been lower than PG&E costs
- Limited correlation between costs differential and opt outs
- Cost difference is very rarely more than +/- 5% of total bill



# History of Recent Rate Changes



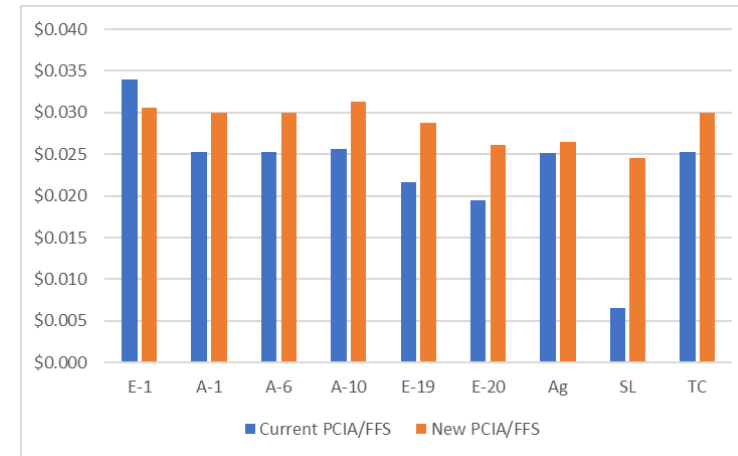
**Comparative rates can change due to Generation rate or exit fee (PCIA & Franchise Fee) changes**

**PG&E Generation rate increases bolster MCE competitiveness; fee increases diminish it**

**MCE has not changed rates since 2017, despite market cost increases**

# PCIA Rate Changes Expected July 1<sup>st</sup>

Rate Group	Customer Type	Current PCIA/FFS	New PCIA/FFS	% Increase	Increase \$/Month	% Bill Increase
E-1	Residential	\$0.034	\$0.031	-10%	-\$1.62	-1.6%
A-1	Small Commercial	\$0.025	\$0.030	18%	\$6.05	1.8%
A-6	Small Commercial	\$0.025	\$0.030	18%	\$20.15	1.8%
A-10	Medium Commercial	\$0.026	\$0.031	22%	\$89.76	2.6%
E-19	Large Commercial	\$0.022	\$0.029	33%	\$246.51	3.7%
E-20	Industrial	\$0.019	\$0.026	35%	\$6,189.05	4.3%
Ag	Agricultural	\$0.025	\$0.027	5%	\$1.73	0.6%
SL	Street Lighting	\$0.007	\$0.025	279%	\$17.01	7.5%
TC	Traffic Control	\$0.025	\$0.030	18%	\$1.24	1.9%
Total		\$0.028	\$0.030	6%	\$1.46	0.8%



PCIA to increase overall by 6% for MCE's customer base and will be allocated to customer groups using a different methodology, disproportionately impacting non-residential customers.



# Current MCE Rate Averages Vs. PG&E

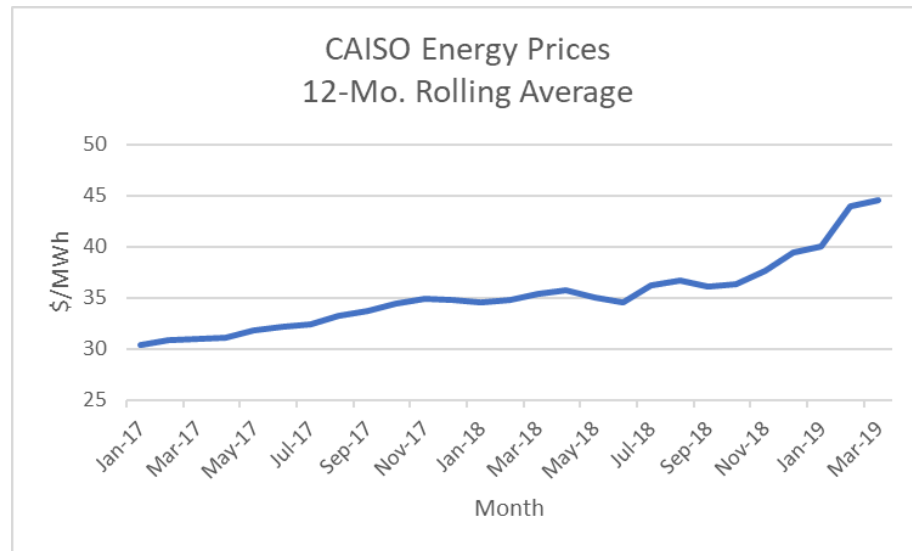
Rate Group	Customer Type	MCE Service (\$/KWh)	PG&E Service (\$/KWh)	Difference \$/Month	Difference % of Bill
E-1	Residential	\$ 0.201	\$ 0.219	-\$8.41	-8.1%
A-1	Small Commercial	\$ 0.244	\$ 0.252	-\$10.45	-3.2%
A-6	Small Commercial	\$ 0.242	\$ 0.256	-\$61.19	-5.5%
A-10	Medium Commercial	\$ 0.212	\$ 0.220	-\$133.15	-3.8%
E-19	Large Commercial	\$ 0.187	\$ 0.193	-\$205.65	-3.1%
E-20	Industrial	\$ 0.152	\$ 0.157	-\$4,553.07	-3.2%
Ag	Agricultural	\$ 0.209	\$ 0.218	-\$10.77	-3.9%
SL	Street Lighting	\$ 0.249	\$ 0.242	\$6.42	2.8%
TC	Traffic Control	\$ 0.232	\$ 0.241	-\$2.55	-4.0%
Total		\$ 0.202	\$ 0.214	-\$10.82	-5.7%

On average, MCE service projected to be 5.7% lower than PG&E bundled service. MCE could increase rates and remain the least expensive option.

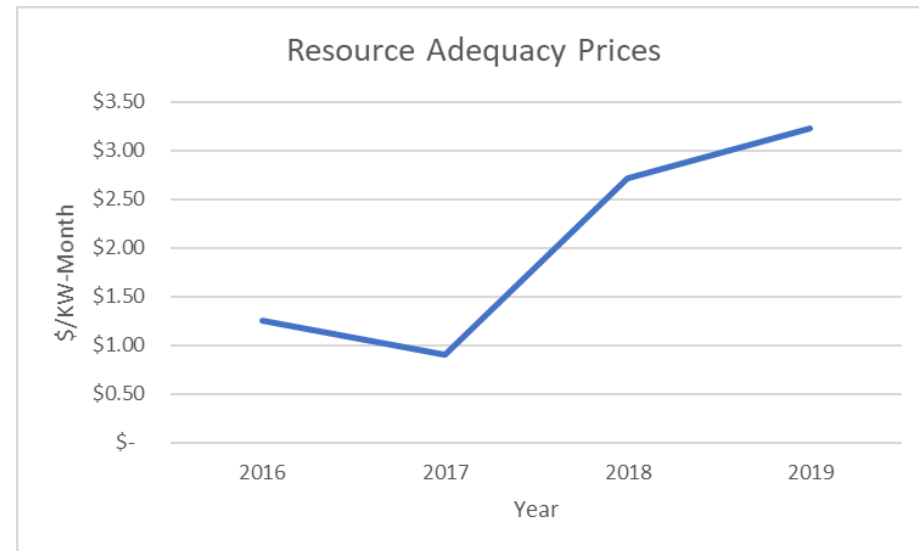
*Figures are for fully delivered MCE service, inclusive of PCIA and delivery charges, vs. PG&E bundled service. PG&E rates are expected as of July 1<sup>st</sup>, 2019, per AL 5527-E.*

# Wholesale Power Cost Trends

## Northern California Energy Prices



## Resource Adequacy (Capacity) Costs



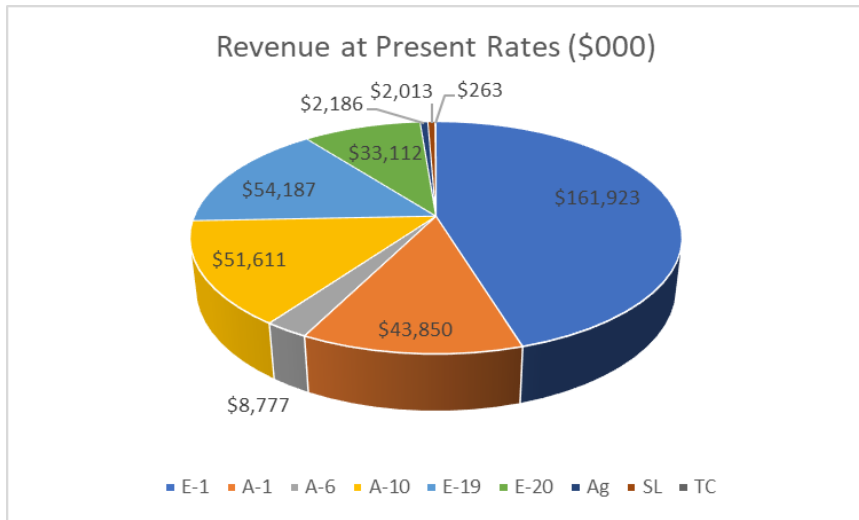
# Annual Costs: Proposed MCE Rates vs. PG&E

- Executive Committee proposes setting MCE rates to achieve 0.5% discount to PG&E generation rates, which results in approximately 0.3% discount on total electric bill.

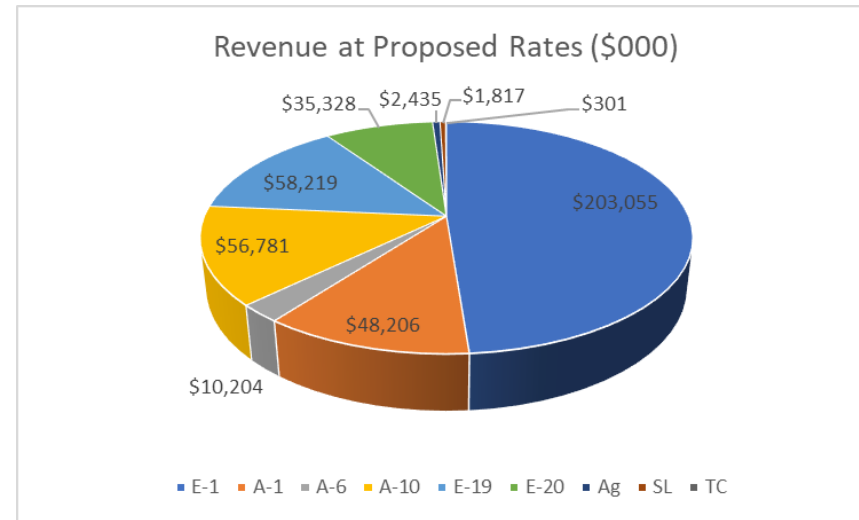
Rate Group	Present MCE Generation + PG&E Charges	Proposed MCE Generation + PG&E Charges	Revenue at PG&E Bundled Rates	Total Cost Difference	Cost Difference
E-1	482,236,289	523,368,232	524,756,651	(1,388,419)	-0.3%
A-1	141,955,387	146,311,459	146,641,367	(329,907)	-0.2%
A-6	25,577,813	27,004,234	27,071,417	(67,184)	-0.2%
A-10	141,223,222	146,393,495	146,783,739	(390,244)	-0.3%
E-19	138,930,528	142,962,557	143,362,651	(400,093)	-0.3%
E-20	75,375,833	77,591,583	77,834,489	(242,906)	-0.3%
Ag	6,558,750	6,807,426	6,823,835	(16,410)	-0.2%
SL	6,690,786	6,495,046	6,507,495	(12,449)	-0.2%
TC	953,342	990,586	992,715	(2,129)	-0.2%
<b>Total</b>	<b>1,019,501,950</b>	<b>1,077,92,618</b>	<b>1,080,774,359</b>	<b>(2,849,741)</b>	<b>-0.3%</b>

*Includes MCE charges and PG&E delivery and PCIA/Franchise Fee Surcharges for 2019 vintage. PG&E rates are expected as of July 1<sup>st</sup>, 2019, per CPUC Advice Letter 5527-E.*

# MCE Revenues at Present and Proposed Rates

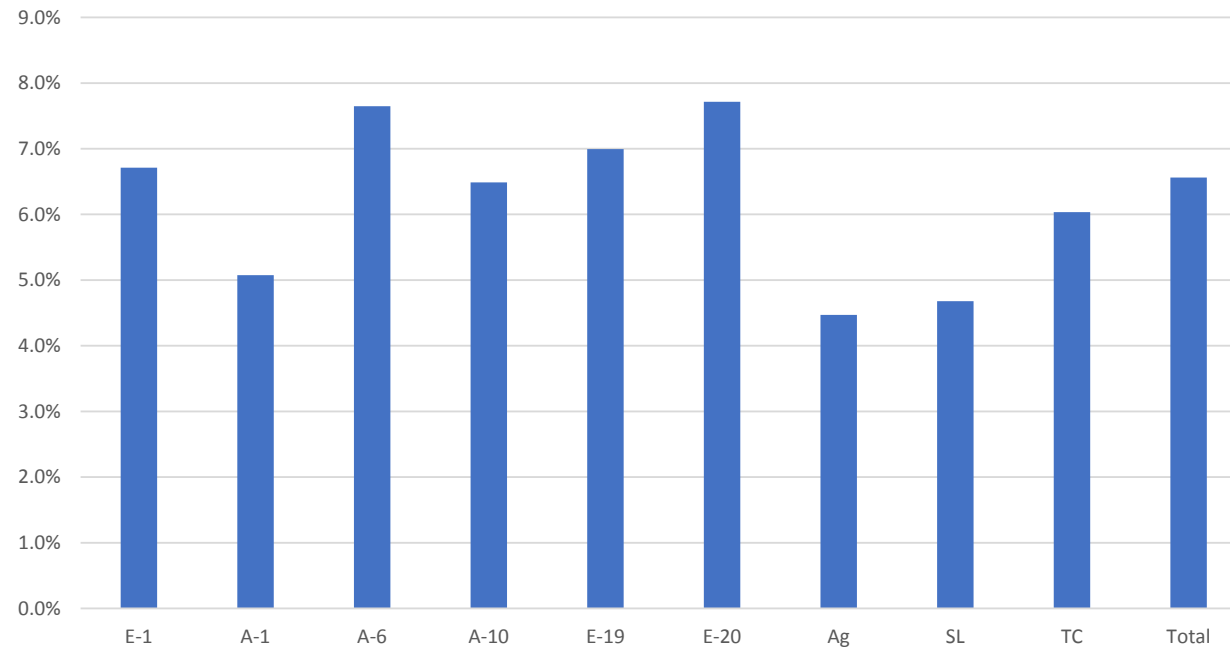


Total Annual Revenue: \$357.8 million  
 FY 2019/2020 Reserve Contribution: \$7.0 million  
 (based on forecasts)



Total Annual Revenue: \$416.3 million  
 FY 2019/2020 Reserve Contribution: \$50.3 million  
 (based on forecasts)

# Average Monthly Electric Bill Changes



- Comparison of estimated total bill increase
- Current MCE/PG&E rates compared with expected July 1<sup>st</sup> MCE/PG&E Rates.

# Summary of Customer Notifications

## **Newspaper Ad Notices**

- Ad notices running twice in all four Counties (mid May and early June)
- 1/6<sup>th</sup> page Ads
- East Bay Times, Marin IJ, Napa Valley Register, and Benicia Herald

## **Website/Digital (Updated May 7<sup>th</sup>)**

- Home page banner
- Rates pages updated with new rate tables and Ad notice
- Social Media posts

## **On-bill Messaging**

- Customers received on-bill messages May 7<sup>th</sup> – end of June

## **Walk-ins**

- Documents available front desk of MCE's San Rafael and Concord offices

## **Large Customers (>35% of load)**

- Top 100 customers were contacted personally beginning in early May

## **Municipal Outreach**

- Rate information sent in May updates

## **Contact Center**

- Detailed FAQs sent to Contact Center representatives
- In-bound calls and emails to Pittsburg Contact Center then escalated to MCE staff as needed



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

**ENERGY STATEMENT**  
 www.pge.com/MyEnergy

Account No:  
 Statement Date: 05/14/2019  
 Due Date: 06/04/2019

**Details of MCE Electric Generation Charges**

04/08/2019 - 05/07/2019 (30 billing days)

Service For:  
 Service Agreement ID: ESP Customer Number:

04/08/2019 - 05/07/2019

Rate Schedule: NEM E-6

Deep Green	85.542000 kWh	@ \$0.01000	\$0.86
Generation - Off Peak - Summer	51.069000 kWh	@ \$0.04300	2.20
Generation - Off Peak - Winter	11.166000 kWh	@ \$0.05200	0.58
Generation - Part Peak - Winter	23.307000 kWh	@ \$0.06500	1.51
Generation - Part Peak - Summer	-0.378000 kWh	@ \$0.08200	-0.03
Generation - On Peak - Summer	-16.225000 kWh	@ \$0.18600	-3.02
NEM Generation Bonus	-16.603000 kWh	@ \$0.01000	-0.17

Energy Charge 1.93 0.02

Your MCE NEM Credit Balance is now \$0.00.  
 MCE is changing rates effective 7/1 to yield a 0.3% discount relative to PG&E.  
 Public comment welcome at [www.mceCleanEnergy.org/rates](http://www.mceCleanEnergy.org/rates), or, visit our offices.

**Total MCE Electric Generation Charges \$1.95**

**Service Information**

Total Usage 68.939000 kWh

For questions regarding charges on this page, please contact:

MCE  
 1-888-632-3674  
[info@mcecleanenergy.org](mailto:info@mcecleanenergy.org)

**Additional Messages**

MCE is a not-for-profit, public agency that sources 50-100% renewable energy for your electricity supply.

MCE's generation charges replace what PG&E would otherwise charge you for electric generation. These charges are refunded to you in the 'Generation Credit' line on the 'Details of PG&E Electric Delivery Charges' page of your statement. PG&E continues to provide electric delivery and billing services. Gas services are not provided by MCE.

If you have any questions about MCE, please visit us online at [www.mceCleanEnergy.org](http://www.mceCleanEnergy.org), or visit our local offices at:

MCE  
 1125 Tamalpais Avenue  
 San Rafael, CA 94901  
 or  
 MCE  
 2300 Clayton Road, Suite 1150  
 Concord, CA 94520

We're happy to help!

MCE is committed to protecting our customer privacy. Learn more about our privacy policy at [mceCleanEnergy.org/privacy](http://mceCleanEnergy.org/privacy).

May 8, 2019

**MCE Notice of Proposed Rate Adjustments Effective July 1, 2019**

Marin Clean Energy (MCE), the default electric energy generation service provider serving Contra Costa, Marin, Napa, and Solano is considering rate adjustments effective July 1. To learn more visit: [mceCleanEnergy.org/rates](http://mceCleanEnergy.org/rates) or join one of our upcoming Committee or Board Meetings June 6, 7, and 20, 2019.

Since 2015, MCE has typically provided a discount to customers below PG&E costs and in 2019 will continue to provide stable and competitive rates. During times when the cost of energy is lower, MCE has been able to keep rates low and pass savings along to customers. Due to higher energy costs in 2019 and to ensure rate parity across customer classes in response to recent changes in how PG&E exit fees are allocated, MCE is adjusting rates effective July 1, 2019.

MCE's proposed rate adjustments would result in an average MCE customers' total bill costs (inclusive of generation, franchise fee, transmission, and distribution) increasing 6.6%, for an average total bill savings of 0.3% relative to PG&E costs, based on current forecasted PG&E rates.

MCE is a not-for-profit, public agency that sets rates to support ambitious renewable energy and greenhouse gas reduction targets, and ensure local community investment in new clean energy projects and programs while passing rate savings along to customers where possible. MCE is exceeding state renewable energy and carbon-free targets decades early, and has supported 10 local renewable energy projects (31MW) and over 500 electric vehicle charging stations across its service area.

Please visit MCE's website for rate information for specific customer classes: [mceCleanEnergy.org/rates](http://mceCleanEnergy.org/rates).

The public is welcome to provide comments. Call us at 1 (888) 632-3674 (Mon-Fri, 7 am-7 pm), email us at [info@mceCleanEnergy.org](mailto:info@mceCleanEnergy.org), or visit one of MCE's offices (Mon-Fri, 9 am-4 pm) to examine a copy of MCE's rates change proposal and related exhibits. Office locations: One Concord Center, 2300 Clayton Road, 11th Floor, Concord, CA 94520 and 1125 Tamalpais Avenue, San Rafael, CA 94901.

# Notice of Proposed Rate Adjustments: Website



<https://www.mceCleanEnergy.org>

Search ... 

Your Energy Choices

Rates & Billing



Energy Savings

Solar & Electric Vehicles

Energy Sources

Meetings & Events

Community News

 MCE is proposing changing rates effective July 1, 2019, resulting in a 0.3% customer discount relative to PG&E costs. Learn more about proposed rate changes and opportunities to provide public comment at [mcecleanenergy.org/rates](https://www.mcecleanenergy.org/rates). 

## MCE Notice of Proposed Rate Adjustments

MCE is proposing changing rates effective July 1, 2019, resulting in a 0.3% customer discount relative to PG&E costs.

A summary of proposed rate changes is below.

 [MCE Notice of Proposed Rate Adjustments \(pdf\)](#) – dated 5/8/19

 [MCE 2019 Proposed Rates Table \(pdf\)](#) – proposed rates effective 7/1/19

Public comment is welcome at [info@mceCleanEnergy.org](mailto:info@mceCleanEnergy.org) or one of our upcoming Committee or Board Meetings:

- Technical Committee June 6, 2019
- Executive Committee June 7, 2019
- Board of Directors June 20, 2019

You are welcome to call us at 1 (888) 632-3674 (Mon – Fri, 7 am – 7 pm) or visit our offices if you have questions about these proposed changes or your account.

<https://www.mceCleanEnergy.org/rates>



# Customer Feedback to date

## Contact Center Feedback:

- No significant increase relating to proposed rates (<15 inquiries)

## Municipal Feedback:

- Cities of Mill Valley and Larkspur requested presentations on rates

## Large Load Customers' Feedback:

- Want to confirm MCE still less expensive than PG&E
- Appreciate proactive reach outs
- MCE Value proposition resonates:
  - Rate stability and rate competitiveness
  - Community benefits + local focus
  - Alignment with sustainability goals

# EV Rate Changes

Issue: PG&E is replacing the current EV rate (EVA) with a new rate (EV2A), expected July 1.

Executive Committee and Ad Hoc Ratesetting Committee Recommendation: Instruct staff to establish an EV2A rate as soon as possible once PG&E's EV2A rates become available. Rates should be set with the same relative pricing to PG&E as other MCE rates.

Details:

- PG&E's EV2A's peak will shorten from 2-9p to 4-9p consistent with some other new rates.
- PG&E's EV2A is expected to become optional July 1<sup>st</sup>, and mandatory November 1<sup>st</sup>.
- EV2A rates will be flatter than those of EVA – lower peak pricing, higher off-peak pricing.
- Customers with very high usage (about 500% of average) will be removed and placed in ETOUB; Aimed at limiting abuse of EV rates by activities such as cannabis growing.

# Standby Rate Implementation

Issue: MCE does not have a standby rate, but has a few standby customers who take the standby rate offered by PG&E.

Executive Committee and Ad Hoc Ratesetting Committee Recommendation: Instruct staff to establish a standby rate as part of the ratesetting process. Rates should be set with the same relative pricing to PG&E as other MCE rates.

Details:

- Standby rates typically apply to customers with on-site self-generation.
- Standby rates would only apply to a handful of customers.

# New Commercial Time of Use Rate Schedules

Issue: PG&E is launching a suite of new commercial rate schedules, which use a 4-9p peak instead of a 12-6p. These schedules will be optional October 2019, then fully replace existing commercial rates on October 2020.

Executive Committee and Ad Hoc Ratesetting Committee Recommendation: Instruct staff to create new Time of Use rate schedules as they become available from PG&E. Rates should be set to the same relative pricing to PG&E rates as other MCE rates.

## Details:

- Most commercial customers are already on time-of-use rates with a 12-6p peak.
- New rates will promote shifting load to evening hours to reduce the “duck curve”.
- Rates will also be flatter – lower peaks, higher off peaks, more consistent pricing.
- Shorter summer period (from six months to four).
- New spring “super off peak” from 9a-2p March through May.

# Executive Committee Recommendations

1. Adopt rates which achieve an average 0.3% total bill savings to all customer classes relative to PG&E's 2019 ERRRA rates, effective July 1, 2019 or as soon as possible afterwards and;
2. Authorize staff to implement EV2A, standby, and new commercial rates on July 1<sup>st</sup> or as they become available from PG&E to yield an average 0.3% total bill savings relative to PG&E.

# Appendix

# Residential Scenario Comparison

## A current typical household electricity bill:

	PG&E	MCE
PG&E Delivery	\$ 58.17	\$ 58.17
Generation	\$ 50.91	\$ 30.60
PCIA & Franchise Fee	\$ -	\$ 15.30
<b>Total</b>	<b>\$ 109.07</b>	<b>\$104.07</b>

A typical household currently saves about \$5 per month compared to PG&E rates.

## Using July 1<sup>st</sup> proposed rates:

	PG&E	MCE
<b>Total</b>	<b>\$ 110.41</b>	<b>\$109.90</b>
Margin vs. PG&E		-0.46%
Reserve Contribution	\$ -	\$46.9M

Proposed rates would maintain a small savings compared to new PG&E rates.

Further discounting rates from PG&E costs approximately \$5.2 million per 1% generation rate discount (resulting in -\$0.45/month for a typical household)

\* rates and costs are illustrative based on proposed scenarios; actual rates may differ



## MCE Ad Hoc Audit Committee Overview and Scope

Typical Membership: 3 or 4

2019 Proposed Members:

1. Bob McCaskill
2. Elizabeth Pabon-Alvarado
3. Kevin Haroff
4. Raymond Withy

Membership Process: MCE strives to assemble an Ad Hoc Audit 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 Ad Hoc Audit Committee are therefore first offered to any interested and applicable Board member whose county is not yet represented by one county and one city member. Interested members can be added at a meeting of the Board when “New Committee Members” is on the Agenda. The Ad Hoc Audit Committee is typically formed by the Board in the spring in advance of the annual audit cycle that begins in May of each year.

Meeting Dates: To be determined; typically in summer months

### Scope

Each year MCE contracts with an independent auditing firm to audit MCE’s annual financial statements. The Ad Hoc Audit Committee is responsible for appointing the independent auditor, meeting with the auditor on at least one occasion without staff present, reviewing financial issues or judgments, and investigating other matters pertaining to the audit as it deems necessary. The mandate of the Ad Hoc Audit Committee begins once the Board approves its creation, and will end with the presentation of the audited financial statements to the Board.

### Authority of Ad Hoc Audit Committee

- Approve the selection of auditor and execute the contract for services with MCE’s auditor
- Receive the findings of the auditor and meet with the auditor privately as needed
- Investigate other matters pertaining to the audit as it deems necessary
- Report to the governing body that the audit committee has discussed the financial statements with management, with the independent auditors in private, and privately among committee members and believes that they are fairly presented, to the extent such a determination can be made solely on the basis of such conversations



## MCE Board Offices and Committees

### **Board Offices:**

Kate Sears, Chair  
Tom Butt, Vice Chair  
Vicken Kasarjian, Auditor/Treasurer  
Dawn Weisz, Secretary

### **Executive Committee**

1. Tom Butt, Chair
2. Denise Athas
3. Sloan Bailey
4. Lisa Blackwell
5. Barbara Coler
6. Ford Greene
7. Kevin Haroff
8. Bob McCaskill
9. Tim McGallian
10. Kate Sears
11. Renata Sos

### **Technical Committee**

1. Kate Sears, Chair
2. Kevin Haroff
3. Greg Lyman
4. Scott Perkins
5. Rob Schroder
6. Ray Withy
7. Justin Wedel

### **Ad Hoc Ratesetting Committee 2019**

1. Sloan Bailey
2. Ford Greene
3. Kevin Haroff
4. Greg Lyman
5. Bob McCaskill
6. Scott Perkins
7. Ray Withy

### **Ad Hoc Audit Committee 2019**

1. *Bob McCaskill - Interested*
2. *Kevin Haroff - Interested*
3. *Elizabeth Pabon-Alvarado - Interested*
4. *Ray Withy - Interested*



June 20, 2019

TO: MCE Board of Directors

FROM: Catalina Murphy, Legal Counsel

RE: Adjustment of Scope of Work for Executive Committee (Agenda Item #09)

ATTACHMENTS: A. Draft Executive Committee Scope (Clean)  
B. Draft Executive Committee Scope (Blackline)

Dear Board Members:

**SUMMARY:**

The attached revisions to the scope of MCE's Executive Committee reflect the approval and recommending authority of the Executive Committee as per recent resolutions adopted by your Board of Directors that delegate such authority.

On March 15, 2018, your Board of Directors adopted Resolution 2018-04 Designating the Chief Executive Officer as the Purchasing Agent Pursuant to Government Code 25500 and Delegating Purchasing Agent Authority. The revisions to the Executive Committee Scope make direct reference to Resolution 2018-03 in order to directly reference, not restate, the delegations of the Board to the Executive Committee.

Additionally, on October 18, 2018, your Board of Directors adopted Resolution 2018-09 which delegated authority related to compensation and tenure matters (other than that of the CEO) to the Chief Executive officer, in consultation with the Executive Committee. Your Board, through Resolution 2018-09, did not completely divest this authority, and may at its sole discretion retain and exercise authority on these matters as it deems necessary. The revisions to the Executive Committee Scope reflect the results of Resolution 2018-09.

**Recommendation**

Approve adjustments to the Scope of Work for Executive Committee.



## MCE Executive Committee Overview and Scope

Maximum Membership: 12

Current Members: Tom Butt, City of Richmond (Chair)  
Denise Athas, City of Novato  
Sloan Bailey, Town of Corte Madera  
Lisa Blackwell, Town of Danville  
Barbara Coler, Town of Fairfax  
Ford Greene, Town of San Anselmo  
Kevin Haroff, City of City of Larkspur  
Bob McCaskill, City of Belvedere  
Tim McGallian, City of Concord  
Kate Sears, County of Marin  
Renata Sos, Town of Moraga

Membership Process: MCE strives to assemble an Executive 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 Executive Committee are therefore first offered to any interested and applicable Board member whose county is not yet represented by one county and one city member. Interested members can be added at a meeting of the Board when "New Committee Members" is on the Agenda.

Current meeting date: First Fridays of each month at 12:00pm

### Scope

The scope of the MCE Executive Committee is to explore, discuss and provide direction or approval on general issues related to MCE including legislation, regulatory compliance, strategic planning, outreach and marketing, contracts with vendors, human resources, finance and budgeting, debt, rate-setting and agenda setting for the regular MCE Board meetings and annual Board retreat.

### Authority of Executive Committee

Executive Committee is authorized to make decisions regarding:

- Legislative positions outside of the Board-approved legislative plan
- Procurement pursuant to Resolution 2018-04 or its successor
- Compensation and evaluation of the CEO
- Ad hoc committees

- Honorary awards

The Executive Committee also serves to make recommendations to the Board regarding:

- The annual budget and budget adjustments
- Rate setting
- Entering into debt
- MCE Policies (such as Policy 013: Reserve Policy and Policy 014: Investment Policy)



## MCE Executive Committee Overview and Scope

Maximum Membership: 12

Current Members: Tom Butt, City of Richmond (Chair)  
Denise Athas, City of Novato  
Sloan Bailey, Town of Corte Madera  
Lisa Blackwell, Town of Danville  
Barbara Coler, Town of Fairfax  
Ford Greene, Town of San Anselmo  
Kevin Haroff, City of City of Larkspur  
Bob McCaskill, City of Belvedere  
Tim McGallian, City of Concord  
Kate Sears, County of Marin  
Renata Sos, Town of Moraga

Membership Process: MCE strives to assemble an Executive 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 Executive Committee are therefore first offered to any interested and applicable Board member whose county is not yet represented by one county and one city member. Interested members can be added at a meeting of the Board when “New Committee Members” is on the Agenda.

Current meeting date: First Fridays of each month at 12:00pm

### Scope

The scope of the MCE Executive Committee is to explore, discuss and provide direction or approval on general issues related to MCE including legislation, regulatory compliance, strategic planning, outreach and marketing, contracts with vendors, human resources, finance and budgeting, debt, rate-setting and agenda setting for the regular MCE Board meetings and annual Board retreat.

### Authority of Executive Committee

Approval of legislative Executive Committee is authorized to make decisions regarding:

- Legislative positions outside of the Board-approved legislative plan
- ~~Approval of contracts with vendors~~
- ~~Approval of new staff positions and compensation ranges within the Board approved budget~~

- ~~Approval of Ad Hoc Committees that serve a temporary role and function such as the Ad hoc Contracts Committee, Ad hoc Audit Committee and Ad hoc Inclusion Committee~~
- ~~Approval of Recipient of McGlashan Advocacy Award~~
- Recommendations Procurement pursuant to Resolution 2018-04 or its successor
- Compensation and evaluation of the CEO
- Ad hoc committees
- Honorary awards

The Executive Committee also serves to make recommendations to the Board regarding ~~the~~:

- The annual budget and ~~any~~ budget adjustments
- ~~Recommendations to the Board regarding rate~~ Rate setting
- ~~Recommendations to the Board to enter~~ Entering into debt
- ~~Recommendations to the Board regarding~~ MCE Policies (such as Policy 013: Reserve Policy and Policy 014: Investment Policy)



June 20, 2019

TO: MCE Board of Directors  
FROM: Shalini Swaroop, General Counsel  
RE: Policy Update on Regulatory and Legislative Items (Agenda Item #10)

Dear Board Members:

---

Below is a summary of the key activities at the legislature and the California Public Utilities Commission (CPUC) impacting Community Choice Aggregation (CCA) and MCE.

**I. Legislature**

This is a list of the most pertinent bills for MCE at this time. Given historic shifts in the energy industry, including PG&E's bankruptcy, this session has intense activity. Bills have gone through their house of origin and are currently being heard in policy committees in the second house.

**a. AB 56 (Garcia)**

This bill would create a centralized procurement entity for resource adequacy and some renewable energy purposes for all end-use customers in the state. This entity would undertake procurement at the direction of the CPUC. By directing centralized procurement of capacity and energy resources, this bill would likely increase costs for CCA customers and undermine CCA local governance. MCE has officially opposed this bill and is in conversations with the bill sponsor. The bill passed the Assembly Floor 41-21, the minimum number required to pass the bill. The author has committed to working with CCAs before the bill is presented in Senate policy committees.

**b. SB 155 (Bradford)**

This bill would give the CPUC enforcement rights to ensure that load serving entities procure what the CPUC has approved in its Integrated Resource Plan process. This changes a ten-year planning process to a short-term and premature procurement process, damages CCA procurement autonomy, and undermines CCA board local governance. The bill passed the Senate Floor 32-4. Two of the four no votes were attributed to MCE service area representatives: Sen. McGuire and Sen. Glazer. MCE and CalCCA will continue to lobby this bill through the Assembly.

**c. SB 774 (Stern)**

This bill requires investor owned utilities (IOUs) to work with the Office of Emergency Services and local governments to identify locations to increase grid resiliency. The IOUs are then authorized to file applications with the CPUC to build microgrid projects owned and operated by the IOU that are funded from all ratepayers. The bill effectively shuts CCAs out of microgrid development and ownership. The bill passed the Senate Floor with a vote of 30-7. CalCCA is working with the author's office to amend the bill.

**d. AB 1362 (O'Donnell)**

This bill required the CPUC's Code of Conduct that limits IOU marketing against CCAs to be expanded. The bill intended to allow IOUs to communicate with local governments on CCAs and also would have created a new Code of Conduct that CCAs would have to adhere to in communicating with local governments. MCE led CalCCA advocacy efforts on this bill and was able to receive amendments in the Assembly Utilities and Energy committee to largely abate CCA concerns. CalCCA and MCE are now neutral on this bill.

**e. SB 350 (Hertzberg)**

This bill would authorize the CPUC to consider a multiyear centralized RA mechanism, among other options, to most efficiently and equitably meet specified RA goals. This bill would have cost implications for CCA customers and local governance implications for CCA boards. This bill passed the Senate Floor 37-0. MCE and CalCCA are in discussions with the author's office.

**f. SB 520 (Hertzberg)**

This bill would authorize the CPUC to develop threshold attributes for a load-serving entity to serve as the Provider of Last Resort (POLR); and to establish a structure, such as an auction, to determine which LSE should serve as POLR, and what benefits an LSE would receive if selected. This bill has implications for CCA operations and cost allocation for CCA customers. This bill passed the Senate floor 36-0. MCE and CalCCA are in discussions with the author's office.

**II. California Public Utilities Commission (CPUC)**

**a. Integrated Resource Planning (IRP) Final Decision**

On April 25, the CPUC adopted a decision in the IRP proceeding. The decision declined to certify MCE's IRP, along with 15 other CCAs' IRPs, solely due to the absence of emissions calculations for Particular Matter (PM) and Nitrogen Oxide (NOx) associated with each CCA's portfolio. The decision directs CCAs to provide such data by June 14, 2019 via a Tier 2 Advice Letter. MCE staff will be working on the emissions calculation based on the guidance provided by the CPUC.

The decision also criticizes the general ambiguity in most CCAs' filings, citing the lack of evidence of long-term contracts, which may not result in sufficient resource procurement



consistent with the state's environmental policy goals. The decision also creates a separate procurement track to explore additional backstop procurement needed for near- and medium-term reliability and renewable integration.

MCE staff will continue to work closely with the CPUC's Energy Division staff to provide relevant data that will inform the CPUC's modeling and analysis. MCE will also continue to advocate for processes where the CPUC and CCAs' local governing boards can collaboratively plan for resource procurement to meet the state's environmental policy goals.

#### **b. Resource Adequacy (RA) Proposed Decision**

On May 24, the CPUC issued a proposed decision (PD) regarding issues addressed in Track 3 of the RA proceeding. The PD adopted all the capacity requirements recommended by the California Independent System Operator (CAISO), and refined several aspects of the RA program.

Notably, the CPUC updated the penalty price for non-compliance, as well as the trigger price, which is the price that could lead to the CPUC granting load serving entities (LSEs) waivers for non-compliance, as long as the LSE has demonstrated its attempts to procure RA resources. These prices have been adjusted upward to reflect the current market value of resources.

Importantly, the CPUC has also proposed to adopt load migration meet and confer requirements for CCAs and Investor Owned Utilities (IOUs). LSEs that anticipate load migration will be required to meet in advance of the filing deadline for RA year-ahead forecasts, and each LSE should describe the meetings in its year-ahead filing.

Lastly, the CPUC directs the Energy division to convene a workshop and a working group on various technical issues, including adopting a qualifying capacity calculation methodology for solar plus storage resources.

#### **c. Final Decision Implementing Senate Bill (SB) 237**

On May 30, 2019, the CPUC adopted a decision in Phase 1 of the SB 237 Implementation proceeding. SB 237, passed in 2018, directed the CPUC to increase the Direct Access (DA) load cap by 4,000 GWh statewide for commercial customers by June 1, 2019.

As directed, the CPUC authorized the expansion. MCE, however, achieved its primary objective, which was to postpone the 4,000 GWh DA expansion until 2021 to ensure that DA providers comply with the full year-ahead RA process. As such, MCE will not see departures of its commercial customers under SB 237 until January 2021 at the earliest. The delayed implementation also provides MCE sufficient time to revise and optimize its energy and capacity portfolios to accommodate customer departures to DA and mitigate stranded costs. Based on currently available information, MCE may see 2-3% of its load depart for DA service. MCE will receive updated information on potential load departures in Q3 2019.

Phase 2 of the proceeding will commence in Q3 of 2019. This phase will address legal and policy issues surrounding a further expansion of DA. The proceeding will culminate in a CPUC report to the legislature outlining its recommendations for DA expansion.

**d. 2019 PG&E Energy Resource Recovery Account (ERRA) Forecast Proceeding**

In February 2019, the CPUC issued a decision adopting PG&E's 2019 PCIA revenue requirement, which is used to set the 2019 PCIA rate. The decision, however, also directed PG&E to implement a true-up of 2018 brown power prices and revise the adopted 2019 PCIA revenue requirement accordingly.

Pursuant to the 2019 ERRA Decision, PG&E filed a series of implementation advice letters calculating the value of the brown power true-up and revising the overall 2019 PCIA revenue requirement. Due to MCE and CCA advocacy, these revisions reduced the 2019 PCIA revenue requirement by approximately \$200 million, which will materially reduce the PCIA rate paid by MCE customers.

PG&E expects to implement the 2019 PCIA rate on July 1, 2019, and MCE will update its rates accordingly.

**e. Power Charge Indifference Adjustment Proceeding**

MCE has continued its involvement in the PCIA Phase II working group process as a part of CalCCA. The primary issues being discussed are: (1) how to set and true-up the annual benchmarks used to value the utilities' portfolios and set an appropriate PCIA; (2) how to implement a PCIA pre-payment methodology; (3) how to improve IOU forecasting of CCA departing load; and (4) how to reduce IOU portfolio costs and optimize IOU portfolios.

On May 31, CalCCA and PG&E filed a Joint Final Report with the CPUC detailing a PCIA benchmarking and true-up proposal. CalCCA and PG&E reached consensus on a number of issues including reporting requirements, timelines for reporting, and which products to use to set and true-up the PCIA benchmarks. PG&E and CalCCA continue to disagree, however, on how to value attributes and products retained by the IOUs (i.e. unsold capacity and renewable energy products). CalCCA is also working with SCE to develop a sales framework to facilitate sales from IOU portfolios to CCAs in a way that maximizes value for CCAs and reduces IOU portfolio costs.

The CPUC will issue a series of decisions addressing the above-mentioned issues. The first decision is expected in September 2019 and will address the proposed true-up and benchmarking proposal. The CPUC will issue a decision on portfolio optimization and cost reduction in mid-2020.

**f. Energy Savings Assistance Program Guidance Decision**

On April 30, 2019, the CPUC issued a Proposed Decision (PD) issuing guidance for the California Alternate Rates for Energy (CARE) and Energy Savings Assistance (ESA) program applications for 2021-2026. The IOUs have a statutory target to provide the opportunity to participate in low-income energy efficiency (EE) programs to all eligible and willing customers by 2020 and hence, the PD is focusing on new and innovative

design approaches for the future ESA program. The Commission specifically highlights the need to focus on the multifamily sector and proposes a third-party program implementation model for a multifamily whole-building program (MFWB) program, similarly to the programs implemented under the general EE programs.

MCE is particularly interested in the future of the multifamily sector under the ESA program because of its implementation of the “Low-Income Families and Tenants” (LIFT) pilot program under ESA since October 2017. The LIFT pilot program was developed to service low-income multifamily properties that were not benefitting from existing low-income EE programs due to factors like language or location, amongst others. The pilot is scheduled to terminate by October 2019. MCE is currently evaluating how to continue engaging with low-income multifamily properties under the ESA program in the future. To ensure that MCE has the opportunity to continue working with multifamily properties under the ESA program under the new MFWB program paradigm, staff filed comments and reply comments to the ESA Guidance PD on May 20 and May 28, respectively.

#### **g. Net Energy Metering Proceeding - DAC Community Solar & Solar Information Packet**

Under the Net Energy Metering Proceeding R.14-07-002, MCE engaged on two topics over the past few months.

On April 29, 2019, the CPUC issued Draft Resolution E-4999 that approved, with modifications, the IOU’s Advice Letters to implement the new Disadvantaged Communities (DAC) Green Tariff (DAC-GT) and Community Solar Green Tariff (CS-GT) programs. The programs provide a 20% total bill discount to residential customers located in a DAC when enrolling under a community solar program located in a DAC. The CPUC explicitly grants CCAs the opportunity to develop their own DAC-GT and CS-GT programs. MCE has been collaborating with other interested CCAs in following the implementation plans of the IOUs to ensure that the proposed rules and regulations are acceptable for potential future CCA programs. The joint CCAs filed opening comments on the Draft Resolution on May 20 and the CPUC agreed with most of the CCAs comments and updated the final Resolution accordingly. The final Resolution was voted out by the Commission on May 30, 2019. MCE is currently undertaking an internal analysis of program feasibility and staff resource needs before determining next steps on engaging in the DAC-GT and CS-GT programs.

Also under the NEM Proceeding, MCE collaborated with other CCAs on comments regarding the Revised NEM Solar Consumer Information Packet (NEM Info Packet) that the CPUC distributed for informal feedback on April 26. The NEM Info Packet is geared at improving consumer protection for customers with rooftop solar on a Net-Energy Metering (NEM) tariff and provides customers with information, tools and a step-by-step roadmap that a customer should go through before signing a contract for solar. The joint CCAs provided comments on the NEM Info Packet on May 8 to point out some misleading language in the NEM Info Packet for CCA solar customers and to provide clarifying language for the role of CCAs in solar programs.

#### **h. Energy Efficiency Policy Proceeding**

Under the Energy Efficiency (EE) policy proceeding (R.13-11-005), MCE engaged in two Rulings issued by the CPUC in April and May 2019.

On May 6, MCE submitted opening comments in response to a Ruling seeking comment on a new framework for energy efficiency market transformation initiatives (MTIs). The main issues MCE commented on were related to the selection of an administrator for the new MTI programs, coordination with the existing EE programs under the general EE rolling portfolio and cost-effectiveness requirements for the MTIs.

On May 21, MCE submitted opening comments in response to a Ruling inviting comments on the 2019 Draft Energy Efficiency Potential and Goals Study (P&G Study) jointly with the City of Lancaster. The joint CCA's comments were limited to the issue of ensuring that non-IOU EE program administrators such as CCAs and Regional Energy Networks (RENs) are appropriately considered in the development of the P&G study. At this point in time, energy savings goals and potential are only identified on an IOU service territory level, therefore not providing the same level of value to CCAs as it does to IOUs.

Additionally, MCE is working with other stakeholders in the development of guidelines for programs that claim savings measured by changes in normalized metered energy consumption (NMEC).