



SCHEDULE FIT

Feed-In Tariff for Distributed Renewable Generation

Revised and Effective as of January 2020

I. Applicability

Schedule FIT is available to qualifying Applicants who wish to sell renewable energy to MCE from an eligible small-scale distributed renewable generation resource (“Eligible Resource”). Schedule FIT is applicable to Eligible Resources with a generating capacity of up to one (1) MW AC. Eligible Resources using solar photovoltaic (PV) technology are additionally required to include an energy storage facility (the “Storage Facility”). The Eligible Resource and, if applicable, the Storage Facility are referred to herein as the “Facility”.

Service under Schedule FIT is available to qualifying Applicants on a first-come, first-served basis until (a) the combined rated generating capacity of all Eligible Resources and Facilities under contract and in the FIT queue with MCE reaches twenty-five (25) MW. Applicants will be required to enter into MCE’s standard, non-negotiable, long-term power purchase agreement (the “FIT PPA”) in order to take service under Schedule FIT.

MCE reserves the right to revise Schedule FIT, the related FIT Application and the terms of the FIT PPA from time to time. MCE is not obligated to enter into a FIT PPA with any Applicant, and MCE has no binding obligation under or in connection with this Schedule FIT until a related FIT PPA is duly executed by and between an Applicant and MCE for a Facility.

II. Eligible Territory

This Schedule FIT is applicable to any Facility physically located and interconnected within any member jurisdiction of MCE’s service territory (the “Eligible Territory”).

III. General Conditions

1. REQUIRED APPLICATION AND CONTRACT

Service under this Schedule FIT is subject to MCE’s approval of the Applicant’s FIT Application, and MCE’s execution of a FIT PPA with Applicant.

2. CONTRACT DELIVERY TERM

Each FIT PPA shall have a delivery term of twenty (20) years beginning from the Commercial Operation Date (the “Delivery Term”).

3. PARTICIPATION IN OTHER MCE PROGRAMS

A Facility taking service under this Schedule FIT may not also obtain benefits from any of the following:

- a) a power purchase agreement with MCE for deliveries from the same Eligible Resource; or
- b) any Net Energy Metering (“NEM”) option for energy deliveries from the same Eligible Resource.

4. ENVIRONMENTAL ATTRIBUTES

A Facility accepting service under this Schedule FIT will deliver to MCE both the electric energy generated and any environmental attributes (associated with such electric energy) produced by the Facility.

5. DEFINITION OF ELIGIBLE RESOURCES

For purposes of this Schedule FIT, an Eligible Resource must qualify and be certified by the California Energy Commission (“CEC”) as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in California Public Utilities Code Section 399.12 or Section 399.16, and as described in the most current edition of CEC’s guidebook of Renewables Portfolio Standard (“RPS”) Eligibility, as may be amended or supplemented from time to time. An Eligible Resource must also meet the capacity requirements and requirements described herein.

6. ELECTRICAL INTERCONNECTION

A Facility receiving service under this Schedule FIT shall be interconnected within the Eligible Territory and shall be required to: 1) comply with applicable wholesale generation interconnection procedures established by Pacific Gas and Electric Company’s (“PG&E”) Electric Generation Interconnection group, other applicable interconnecting utility, and/or the California Independent System Operator (“CAISO”), as appropriate (collectively, “Interconnection Provider”); and 2) shall execute applicable agreements with the Interconnection Provider to establish and maintain interconnection with such transmission or distribution system. Any resources not meeting the requirements specified in the applicable interconnection procedures of the Interconnection Provider will **not** be eligible for service under this Schedule FIT. Electric interconnection of the Facility, including execution of all applicable agreements, shall be the sole responsibility and expense of the Applicant.

7. METERING REQUIREMENTS

A Facility receiving service under this Schedule FIT shall comply with all applicable rules when installing a meter appropriate for full buy/sell or excess sale agreements, and which can be read daily by means acceptable to the Interconnection Provider and MCE. Such meter must be a revenue grade meter capable of separately metering the Facility, and must be installed on the high side of the Facility’s step up transformer, unless otherwise approved by MCE. All costs associated with such installation will be the responsibility of the Applicant. The Applicant shall be responsible for procuring and maintaining any communication systems required by the Interconnection Provider and MCE for retrieving meter data.

8. PERMITTING

A Schedule FIT Applicant must obtain all necessary permits from the appropriate jurisdictional agency having authority and shall maintain such permits, as may be required, for the duration of the FIT PPA.

9. WORKFORCE

- a) Local Hire Requirements: Applicant will ensure that fifty percent (50%) of the construction workhours from its workforce (including contractors and subcontractors) providing work and services at the project site are obtained from permanent residents who live within the same county in which the Facility will be located during the period from full notice to proceed to the general contractor (NTP) through receipt of a permission to operate letter (PTO) from the interconnecting utility (such period, the “Construction Phase”). Applicant’s construction of the Facility is also subject to any local hire requirements specific to the city or town where the Facility is located.
- b) Prevailing Wage: Applicant will ensure that all employees hired by Applicant and its contractors and subcontractors, that are performing work or providing services at the project site during the Construction Phase are paid wages at rates not lower than those prevailing for workers performing similar work in the locality as provided by Division 2, Part 7, Chapter 1 of the California Labor Code (“Prevailing Wage Requirement”). Nothing herein shall require Applicant, its contractors and subcontractors to comply with, or assume liability created by other inapplicable provisions of the California Labor Code.

10. ROOFTOP/CAR PORT PRICE BONUS

An Eligible Resource that is located on a rooftop or carport and has a nameplate capacity of 250 kW or less is eligible for a \$5/MWh price bonus in addition to the then applicable Pricing Condition (the “Rooftop Price Bonus”). The Rooftop Price Bonus will be applicable for a period of no longer than five (5) years, commencing on the Commercial Operation Date.

11. ADDITIONAL INCENTIVES

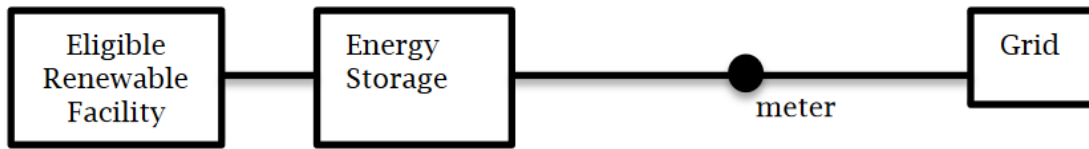
An Eligible Resource that uses a non-solar, non-baseload fuel source otherwise meeting the eligibility criteria expressed in the CEC’s most current edition of the RPS Eligibility guidebook to generate electricity, is eligible for a \$7.00/MWh price bonus in addition to the then applicable Pricing Condition (the “Technology Bonus”). The Technology Bonus will be applicable for the entire Delivery Term.

12. SUPPORT FOR POLLINATOR HABITAT

MCE supports healthy habitats for bees, bats, butterflies, hummingbirds and other pollinators through pollinator habitat creation, restoration, and protection efforts. Each Facility using solar photovoltaic (PV) resources that is located on arable land is required to use reasonable efforts to achieve a score of 70 or above on the Pollinator-friendly solar scorecard (“Scorecard”) attached as Appendix B. Every three (3) years during the Delivery Term, Applicant shall be responsible for providing an updated Scorecard to MCE.

13. STORAGE FACILITY

The Storage Facility must be in compliance with the current version of the CEC RPS Eligibility guidebook and must be integrated with the Eligible Resource such that the Storage Facility is capable of storing only energy produced by the Eligible Resource, either as an intermediary form of energy during the generation cycle or after electricity has been generated. There is no separate compensation for the output of the Storage Facility, which is deemed to be included in the Contract Price.



14. ELIGIBLE RESOURCE AT ONE SITE

There may not be more than one exporting renewable energy facility, including the Eligible Resource, being developed or operating on or adjacent to an Assessor Parcel Number (APN) occupied, in part or fully, by the Facility.

IV. Eligibility Criteria

1. Capacity: The nameplate capacity of the Eligible Resource cannot exceed one (1) MW AC.
2. Location: The Facility must be physically located and interconnected within the Eligible Territory.
3. Eligible Renewable Resource: The Eligible Resource must utilize a fuel source meeting the eligibility criteria expressed in the CEC’s most current edition of the RPS Eligibility guidebook.
4. Storage Facility: Eligible Resources using solar photovoltaic (PV) technology shall include a co-located four-hour Storage Facility with an installed capacity that is at least forty percent (40%) of the installed generating capacity of the Eligible Resource.
5. Interconnection: At the time of application submittal, the Applicant must provide documentation substantiating that the Facility has (a) passed all Fast Track screens, (b) passed Supplemental Review, (c) completed a System Impact Study in the Independent Study process, or (d) completed a Phase 1 Study in the Cluster Study Process with the Interconnection Provider. All defined terms with initial capitalization not otherwise defined in this Schedule FIT shall have the meanings set forth in the Interconnection Provider’s applicable tariff.
6. Site Control: At the time of application submittal, the Applicant must provide documentation demonstrating full site control via ownership, lease or an option to lease upon FIT PPA execution. Any site lease shall reflect a term length no less than the Delivery Term of the FIT PPA.
7. Prior Experience: At the time of application submittal, the Applicant must include three (3) recent renewable generating project references, all of which must have been successfully completed by the Applicant’s development team.
8. Pending Applications or Executed FIT PPA with Affiliated Party: The Applicant must identify any affiliate, subsidiary, or parent of Applicant, or a corporation, partnership or other legal entity wholly owned by Applicant (collectively, an “Affiliated Party”) that has or will be submitting a FIT Application and which has been offered or has executed a FIT PPA. As used herein, (1) “parent” shall mean a company which owns a majority of Applicant’s voting equity; (2) “subsidiary” shall mean an entity wholly owned by Applicant or at least fifty-one percent (51%) of whose voting equity is owned by Applicant; and (3) “affiliate” shall mean an entity controlled, controlling or under common control with Applicant. If the Applicant has a preference as to which FIT Application should be selected, Applicant should indicate this in its FIT Application. In order to make the FIT program available to the broadest possible range of potential Applicants, and to avoid

concentration of development, execution and credit risk with any Applicant and its affiliates, MCE fully reserves its right, in its sole discretion, to reject the FIT Application of any Applicant if MCE has offered a FIT PPA to an Affiliated Party of such Applicant.

9. Description of Facility: At the time of application submittal, the Applicant must provide:
 - a) a to-scale Site Map of the Facility showing the arrangement of all major components of the Facility with the name of the Facility, nameplate capacity of the Eligible Resource and Storage Facility in DC and AC, longitude and latitude of the centroid of the Eligible Resource clearly labeled, in addition to labeling major cross streets and clearly marking the outer boundary of the Facility and all Assessor Parcel Numbers included in and adjacent to the Facility; and
 - b) a single line diagram which includes the Facility's point of interconnection on the electric distribution system.
10. Determination of Eligibility Criteria: All determinations by MCE regarding the interpretation of the foregoing eligibility criteria, and the Applicant's satisfaction thereof, are final.

V. FIT Queue and Capacity

1. QUEUE ASSIGNMENT

MCE will maintain the FIT queue on a first-come, first-served basis. Queue position shall be based on the submittal date and time of a complete and conforming FIT Application, as determined by MCE in its reasonable discretion, delivered to the email address identified in the FIT Application.

2. REVIEW AND CURE PERIOD

Upon receipt, MCE will review the FIT Application for completeness. If any minor deficiencies in the Application are identified by MCE staff, the Applicant will have ten (10) business days, from the date of MCE's notification, to cure the deficiency or deficiencies (the "Cure Period"). During the Cure Period, Applicant will retain its queue position. If the Applicant fails to cure the deficiency or deficiencies within the Cure Period, the Applicant's position in MCE's FIT queue will be forfeited and reallocated.

If material deficiencies are identified during MCE's review, MCE will notify the Applicant of the incomplete FIT Application. Further review of the Application will be discontinued and no queue position will be assigned. The Applicant may re-apply for participation in MCE's FIT program after all issue(s) have been resolved. A queue position will be assigned to the Applicant at the time the Application is deemed complete, subject to MCE's then-current available FIT capacity and the prevailing FIT price at that time.

All determinations by MCE regarding the completeness of a FIT Application are final.

Once a FIT Application is deemed complete, MCE will provide notice to the Applicant indicating the assigned MCE FIT queue position and applicable Contract Price.

3. CAPACITY PER PRICING CONDITION

The megawatt capacity allocated to each Pricing Condition is outlined in Section VII, below. A Pricing Condition will be deemed complete when MCE has determined that the megawatts associated with approved FIT Applications in a given Pricing Condition reasonably fill the megawatts allocated to that Condition. Once deemed complete, the next eligible FIT Application, on a first-come, first-served basis, will be assigned to the subsequent Pricing Condition until the megawatts allocated for the program have been filled, as determined by MCE. MCE reserves the right to review and adjust Pricing Conditions anytime during the duration of the program for non-executed PPAs and non-queue holders in its sole discretion.

4. REALLOCATION OF TERMINATED MEGAWATTS

For any megawatts associated with FIT queue reservations that fail to execute a FIT PPA, or any megawatts associated with executed FIT PPAs that terminate before or after the Guaranteed Commercial Operation Date, MCE may, in its discretion, reallocate those megawatts into the then current Pricing Condition, unless the final Pricing Condition (Condition 12) has already been deemed complete.

5. RESERVATION IN QUEUE IS NONTRANSFERRABLE

The queue position is specific to the proposed location for the Facility identified in the original FIT Application. Any change in the Facility location is considered a new resource and shall require a new FIT Application to reserve funds at the current FIT rate.

VI. Payment

Under this Schedule FIT, MCE will pay for all energy, environmental attributes, capacity, and if applicable, storage-related services and attributes (the “Product”) delivered by the Facility at a fixed rate based on metered energy quantities multiplied by the applicable Contract Price for the Delivery Term of the FIT PPA.

Applicable Contract Prices are presented below in Section VII (Contract Price Schedule) and will also be reflected in the FIT PPA. Please note that the program limits the annual quantity of MWh eligible for payment per installed AC MW to 2,800 MWh/year for solar projects and 3,600 MWh/year for all other renewable technologies. No payment shall be made for energy delivered in excess of the foregoing caps

VII. Contract Price Schedule

MCE has established the following Contract Price Schedule which will be used to determine the Contract Price paid to a Facility meeting the requirements of this Schedule FIT. MCE’s Board of Directors may periodically review and revise this Contract Price Schedule¹.

If the addition of a Facility would cause the Cumulative MW Allocation to be exceeded for a corresponding FIT Pricing Condition, MCE will apply a weighted average of the nameplate generating

¹ MCE staff reserves the right to divert select FIT projects to the MCE “Local Sol” cooperative solar development program under the terms of any condition without regard to active FIT condition, at the sole discretion of MCE staff and subject to approval of the MCE Board of Directors. Capacity assigned to the Local Sol program will not affect the price schedule or the active condition (rate) for FIT projects.

capacity of the Facility attributable to each FIT Pricing Condition to establish the Contract Price paid under the FIT PPA.

| FIT Pricing Conditions | Contract Price (20-year Term, \$/MWh) | Cumulative MW Allocation |
|-------------------------------|--|---------------------------------|
| Condition 1 | \$ 137.66 | 2 |
| Condition 2 | \$ 120.00 | 4 |
| Condition 3 | \$ 115.00 | 6 |
| Condition 4 | \$ 110.00 | 8 |
| Condition 5 | \$ 105.00 | 10 |
| Condition 6 | \$ 95.00 | 12 |
| Condition 7 | \$ 90.00 | 15 |
| Condition 8 | \$ 85.00 | 17 |
| Condition 9 | \$ 80.00 | 19 |
| Condition 10 | \$ 75.00 | 21 |
| Condition 11 | \$ 70.00 | 23 |
| Condition 12 | \$ 65.00 | 25 |

APPENDIX A DEFINED TERMS

“AC” means alternating current.

“Commercial Operation Date” means the date on which the Facility is operating and is in compliance with applicable interconnection and system protection requirements, and able to produce and deliver energy pursuant to the terms of the FIT PPA.

“Contract Price” has the meaning set forth in Section VII (Contract Price Schedule).

“Contract Price Schedule” means the table set forth in Section VII (Contract Price Schedule).

“Cumulative MW Allocation” has the meaning set forth in Section VII (Contract Price Schedule).

“DC” means direct current.

“Delivery Term” has the meaning set forth in Section III (General Conditions).

“Eligible Resource” has the meaning set forth in Section I (Applicability).

“Eligible Territory” has the meaning set forth in Section II (Eligible Territory).

“Facility” has the meaning set forth in Section I (Applicability).

“FIT” means feed-in tariff.

“FIT Application” means the application for MCE’s FIT program, which can be found on MCE’s website.

“FIT PPA” has the meaning set forth in Section I (Applicability).

“Guaranteed Commercial Operation Date” has the meaning set forth in the FIT PPA.

“Interconnection Provider” has the meaning set forth in Section III (General Conditions).

“kW” means kilowatt.

“MCE” means Marin Clean Energy, a California joint powers authority.

“MW” means megawatt.

“MWh” means megawatt hours.

“Prevailing Wage Requirement” has the meaning set forth in Section III (General Conditions).

“Pricing Condition” has the meaning set forth in Section VII (Contract Price Schedule).

“Product” has the meaning set forth in Section VI (Payment).

“Schedule FIT” means MCE’s Feed-in Tariff Schedule for Eligible Resources of up to one (1) MW.

“Storage Facility” has the meaning set forth in Section I (Applicability).

