

Marin Clean Energy Board of Directors Meeting Thursday, November 6, 2014 7:00 P.M.

Dawn Weisz Executive Officer

Damon Connolly Chair City of San Rafael

Kathrin Sears Vice Chair County of Marin

Bob McCaskill City of Belvedere

Sloan C. Bailey Town of Corte Madera

Larry Bragman Town of Fairfax

Kevin Haroff City of Larkspur

Garry Lion
City of Mill Valley

Brad Wagenknecht County of Napa

Denise Athas City of Novato

Tom Butt City of Richmond

Carla Small Town of Ross

Ford Greene Town of San Anselmo

Ray Withy
City of Sausalito

Emmett O'Donnell Town of Tiburon

1 (888) 632-3674 mceCleanEnergy.org

781 Lincoln Ave., #320 San Rafael, CA 94901 San Rafael Corporate Center, Tamalpais Room 750 Lindaro Street, San Rafael, CA 94901

Agenda Page 1 of 3

- Board Announcements (Discussion)
- 2. Public Open Time (Discussion)
- 3. Report from Executive Officer (Discussion)
- 4. Consent Calendar (Discussion/Action)
 - C.1 9.18.14 Board Retreat Minutes
 - C.2 10.2.14 Board Minutes
 - C.3 Monthly Budget Report
 - C.4 Approved Contracts Update
 - C.5 1st Addendum to 2nd Agreement with Stion Corp.
 - C.6 1st Addendum to 1st Agreement with Today's Sustainability
 - C.7 2nd Agreement with Bevilacqua Knight Inc. for Technical Support on Energy Efficiency Program Development
- Appointment of Chair and Vice-Chair for MCE Board (Discussion/Action)













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- 6. Resolution No. 2014-07 Honoring MCE Board Member Damon Connolly (Discussion/Action)
- Appointment of Directors to MCE Standing Committees (Discussion/Action)
- 8. MCE Integrated Resource Plan (Discussion/Action)
- 9. Noble Addendum for Data Management Services (Discussion/Action)
- MCE Office Space Update (Discussion/Action)
- Agreement with Puget Sound Energy to Supply MCE's Voluntary Renewable Energy Requirements (Discussion/Action)
- Agreement with WM Renewable Energy, LLC for Renewable Power Supply (Discussion/Action)













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- 13. Energy Efficiency Update (Discussion)
- 14. Communications Update (Discussion)
- 15. Regulatory and Legislative Update (Discussion)
- 16. Board Member & Staff Matters (Discussion)
- **17.** Adjourn











MARIN CLEAN ENERGY BOARD MEETING THURSDAY, OCTOBER 2, 2014 7:00 P.M.

SAN RAFAEL CORPORATE CENTER, TAMALPAIS ROOM 750 LINDARO STREET, SAN RAFAEL, CA 94901

Roll Call

Present: Damon Connolly, City of San Rafael

Bob McCaskill, City of Belvedere Sloan Bailey, Town of Corte Madera

Kevin Haroff, City of Larkspur Garry Lion, City of Mill Valley Denise Athas, City of Novato

Elizabeth Robbins, Alternate, Town of Ross

Ford Greene, Town of San Anselmo

Ray Withy, City of Sausalito

Emmett O'Donnell, Town of Tiburon Brad Wagenknecht, County of Napa

Absent: Kate Sears, County of Marin

Larry Bragman, Town of Fairfax Tom Butt, City of Richmond

Staff: Dawn Weisz, Executive Officer

Elizabeth Kelly, Legal Director

Beckie Menten, Director of Energy Efficiency

Allison Kirk, Account Manager I Kirby Dusel, Technical Consultant John Dalessi, Technical Consultant Brian Goldstein, Technical Consultant

Emily Goodwin, Director of Internal Operations

Darlene Jackson, Clerk

Public Session: 7:07 PM

Agenda Item #1- Board Announcements (Discussion)

None

Agenda Item #2 - Public Open Time (Discussion)

Chris Brown, Main Street Moms, spoke briefly on her involvement as a MCE advocate in the community and her desire to stay updated. Chair Connolly welcomed her and thanked her for her ongoing engagement with MCE.

Member of the public Stan Sparrow shared that he attended an intrasolar conference and reported some big changes regarding solar and government. He shared the IRS has changed its definition of what solar is and how those changes could benefit MCE. Chair Connolly thanked Mr. Sparrow for attending the meeting and sharing that information.

Agenda Item #3 - Report from Executive Officer (Discussion)

Executive Officer Dawn Weisz reported on this item.

Ms. Weisz welcomed MCE's newest Board Member Brad Wagenknecht from the County of Napa. She shared that Brad was sworn in at MCE's Board Retreat held in September. Future Board member Andrew McCullough, City of San Rafael was introduced and welcomed.

Ms. Weisz announced in order to comply with Brown Act Updates, commencing tonight and moving forward, MCE will conduct "Roll Call Voting" on each meeting agenda action item. Darlene Jackson, Board Clerk will conduct the roll call following each action item.

Ms. Weisz shared a few upcoming events: (1) The Draft Climate Action Plan Update has been posted to the County's Climate website (www.marincounty.org/climate) and the County is seeking public input on the Draft CAP Update. The County will go over details at a public workshop at 6:30PM Monday October 6th at the Marin Center Exhibit Hall. If anyone would like more information Ms. Weisz directed them to the Marin County website or advised written comments may be submitted to opena@marincounty.org, (2) Power Association of Northern California ("PANC") Luncheon on October 21st and, (3) MCE hosted Calpine Geysers Field trip on Thursday, October 23rd from 8am-5pm and if additional information is required, in Katie Gaier's absence, inquiries should be directed to Darlene Jackson or Emily Goodwin.

Ms. Weisz introduced a Procurement Team item and presented a slideshow of various site visits attended by Director of Power Resources, Greg Brehm. She talked briefly about the following 3 current contracts: Recurrent Energy Kansas; EDP Renewables - Rising Tree Wind Farm (Ms. Weisz discussed the California Condor Monitoring Station in relation to Wind Farms); EDF Cottonwood (Buck Institute) and; Recurrent Energy - Mustang which is a 30 MW of solar project currently under negotiation and in development.

Member of the public Stan Sparrow expressed his concern regarding the location of this solar project to the King County fires explaining solar panels burn quite easily and the water shortage could present a problem.

Director Connolly moved into Consent Calendar and indicated he, Director Withy and Alternate Robbins would abstain from voting on the Minutes. Director Greene asked that Consent Calendar Items C.5 Records Retention and C.6 1st Addendum to 2nd Agreement with Troutman Sanders be pulled for further discussion.

Agenda Item #4 – Consent Calendar (Discussion/Action)

- C.1 9.4.14 Board Minutes
- C.2 Monthly Budget Report
- C.3 Approved Contracts Update
- C.4 MCE Power Content Label and Attestation

- C.5 Records Retention
- C.6 1st Addendum to 2nd Agreement with Troutman Sanders

Director Greene indicated his concern is regarding Records Retention policy specifically General Electronic Correspondence and its retention for 2 years. He is concerned about how "general correspondence" is being defined. He wondered if it might be beneficial to retain electronic correspondence for a longer term.

He wondered if there is correspondence that could help MCE and evidentiary cover the agency in the future and we've prematurely eliminated it that would not be a good idea.

Ms. Weisz explained that this policy relates to items that have officially become public record. There is plenty of email correspondence that often gets deleted in the normal course of business; it therefore doesn't become a public record. However, if it has been saved and stored for a period of time it is considered to be public record and would then be subject to this "Records Retention" policy.

Also, by way of background, this policy was recently revised through 6 months of review of our Executive Committee and was brought back to the Board for changes. It could be returned to the Executive Committee for further discussion as this particular item does relate to some recent developments on the regulatory front.

Legal Director Beth Kelly explained the initial policy was developed by our external counsel for municipal law, Richards Watson & Gershon and MCE believes it includes all relevant best practices but she certainly is open to further revisions.

Director Greene indicated that he is happy to defer to the judgment of municipal law counsel.

Director Connolly asked what the initial recommendation on this item was. Ms. Kelly said the recommendation was 2 years.

Director Greene addressed Consent Calendar item #C.6. As he understands the Staff Report, MCE has used the \$50,000 as designated in the original agreement and Troutman Sanders function is providing advice with respect to power purchase agreements; Ms. Weisz confirmed this role.

Director Greene asked Ms. Weisz to fill the Board in on why there is a need for the extra funds. Per Ms. Weisz, Troutman Sanders has been assisting MCE as transaction counsel while negotiating power purchase agreements. As indicated on the slide deck presented at the beginning of the meeting, MCE has entered into a couple of significant PPAs within the last few months. A couple of them came out of our Open Season process and a couple of them are related to our recent expansion. In addition, MCE engaged Troutman Sanders to help MCE with the Chevron transaction and the lease agreement review. They have in-house counsel with expertise in the Brownfields development and renewable energy. The work on the Brownfield project coupled with the expansion related to new contracting efforts have created the need for some additional support from this firm.

Roll Call Vote:

McCaskill – YeaBailey – YeaHaroff – YeaLion – YeaAthas – YeaGreene – Yea

O'Donnell – Yea Wagenknecht – Yea

Consent Item C.1 – 9.4.14 Board Minutes

Connolly – Abstain Withy – Abstain Alternate Robbins – Abstain

M/s Athas/Lion (passed 8-0-3) approved items #s 1, 2, 3 and 4 on the consent calendar. Directors Bragman, Butt and Sears were absent.

M/s Greene/McCaskill (11-0-0) approved consent calendar items #s 5 and 6. Directors Bragman, Butt and Sears were absent.

Roll Call Vote:

Connolly – Yea McCaskill – Yea Bailey – Yea Haroff – Yea
Lion – Yea Athas – Yea Greene – Yea O'Donnell – Yea

Wagenknecht – Yea Withy – Yea Alternate Robbins – Yea

<u>Agenda Item #5 - Third Amendment to Lease with San Rafael Corporate Center (Discussion/Action)</u> Emily Goodwin, Director of Internal Operations presented this item.

Ms. Goodwin mentioned this item is a formality necessary to terminate our existing lease agreement early with the San Rafael Corporate Center ("SRCC"). As the Staff Report notes, MCE's current lease agreement with SRCC runs through December 31, 2019. Based on the recent buyout of the SRCC by California Corporate Center Acquisition LLC, and conditions set forth to motivate early termination of lease options for existing tenants, MCE staff negotiated an incentive package to terminate the current lease agreement.

The MCE Board approved the lease agreement at 700 Fifth Avenue in San Rafael allowing MCE the opportunity to terminate the current lease agreement at SRCC. Ms. Goodwin shared the agreement for terminating MCE's existing lease at the SRCC and vacating the building on or before February 28, 2015 allows that:

- 1. All remaining lease costs are waived as of September 11, 2014, the date of full execution of the new lease agreement at 700 Fifth Avenue. This equates to a monthly savings of \$16,605.95 for the remainder of 2014 and \$16,754.66 for January and February 2015.
- 2. A payment will be made from the landlord to MCE in the amount of \$400,000 upon successful evacuation of the existing office space by February 28, 2015. These funds will be used to cover moving and other office-related expenses. MCE has no option to renew the lease with SRCC since the agreement has now been signed.

Director Connolly complimented Ms. Goodwin and the staff on an excellent job and how well the negotiations came together. Ms. Goodwin promised to update the Board on progress related to the move and tenant improvements.

Roll Call Vote:

Connolly – Yea McCaskill – Yea Bailey – Yea Haroff – Yea
Lion – Yea Athas – Yes Greene – Yea O'Donnell – Yea

Wagenknecht – Yea Withy – Yea Alt. Robbins – Yea

M/s Greene/Athas (passed 11-0-0) approved the Third Amendment to Lease with San Rafael Corporate Center. Directors Bragman, Butt and Sears were absent.

Agenda Item #6 – Resolution 2014-06 Approving the City of Benicia as an MCE Member and Authorizing: 1. Amendment 9 to the MCE JPA and 2. Submittal of Amendment to MCE Revised Implementation Plan Adding the City of Benicia (Discussion/Action)

Dawn Weisz, Executive Officer introduced this item.

Ms. Weisz reminded the Board of the feasibility analysis work done for the City of Benicia which was initially brought to the Technical Committee and briefly discussed at the Board Retreat. The City of Benicia requested membership with MCE earlier this year. Ms. Weisz deferred to John Dalessi, Operations and Development Consultant to provide the results of the analysis. John Dalessi presented the Program Impact Analysis for the City of Benicia. He noted that this is the third analysis they have done since the enrollment of the City of Richmond and for those who have experienced the process, the same format was followed with Benicia.

He shared that the analysis was completed on August 29, 2014. The projected impacts of this prospective membership expansion was entirely positive, demonstrating meaningful increases in renewable energy sales, expected reductions in GHG emissions, and an approximate 3% rate reduction for all MCE customers, both current and prospective.

There would also be an increase of renewable energy use in the State due to MCE's high overall renewable energy content relative to the current service from PG&E. That would translate into approximately 55,000 MWh per year and annual GHG reductions would be 15 million pounds.

Director O'Donnell noted it is obvious that power usage is heavily skewed toward the large commercial/industrial sector. He asked if we have reached out to those potential large power users as a part of this process or if there is just an assumption that 80% would opt out Mr. Dalessi said participation by the industrial sector was included in the analysis and lack of participation in that sector would still yield positive results, but rather than the 3% we would be looking at something closer to 2%.

To speak directly to Director O'Donnell's question about outreach, Mr. Dalessi explained he does not believe that has started yet. Ms. Weisz offered we are waiting for Benicia's formal action before we begin outreach to any customers.

Director Withy asked whether a community could ever fail a quantitative analysis; what would be the structure of a community that MCE couldn't incorporate? Mr. Dalessi indicated he believes it would be more of a timing issue of expansion relative to what power supply costs are. Right now the prices are relatively low on conventional and renewable power supplies. So adding additional sales is a good thing as it creates a greater margin because MCE rates compared to generation supply costs leave a fairly large gap. The differences between cities are going to be driven primarily by the unique load profile of each respective customer base.

Director O'Donnell asked if we knew yet how the rates would be set for Benicia's large users, and would there be different rates for different categories. Mr. Dalessi indicated yes; MCE has multiple rate schedules and they are competitive across the board. The rate schedules applied in the analysis will be

the ones applied to the customers. The industrial customers pay a relatively low kW rate with MCE in line with PG&E but MCE's com-20 rate is currently lower than PG&E, so there is opportunity to attract these type customers.

Member of the public Stan Sparrow asked Mr. Dalessi to explain the PCIA charge that appears on his monthly bill. Mr. Dalessi explained that this is one of MCE's primary regulatory issues and has always been a top MCE priority in terms of finding resolution to this unfair exit fee. PCIA is a charge that PG&E imposes on MCE customer bills to protect the utility from bearing the above market costs of power when customers depart bundled service.

Director Connolly requested the status of the City of El Cerrito's request for membership. Ms. Weisz shared El Cerrito's study is currently underway, and she expects to bring the results to the October Technical Committee and subsequently to the Board at the November meeting.

Roll Call Vote:

Connolly – Yea McCaskill – Yea Bailey – Yea Haroff – Yea
Lion – Yea Greene – Yea O'Donnell – Yea

Wagenknecht – Yea Withy – Yea Alt. Robbins - Yea

M/s Bailey/O'Donnell (11-0-0 passed) approved the following actions, subject to the adoption by the City of Benicia of the ordinance required by Public Utilities Code Section 366.2(c)(10) and such ordinance becoming effective: (1) the execution of the Marin Clean Energy (formerly "Marin Energy Authority") Joint Powers Agreement by the City of Benicia; (2) Resolution 2014-06 of the Board of Directors of Marin Clean Energy approving the City of Benicia as a member of Marin Clean Energy; (3) Amendment 9 to the MCE Joint Powers Authority Agreement and (4) Submittal of Amendment to MCE Implementation Plan and Statement of Intent to the California Public Utilities Commission. Directors Bragman, Butt and Sears were absent.

<u>Agenda Item #7 – Power Purchase Agreement with RE Mustang, LLC (Discussion/Action)</u> Kirby Dusel, Technical Consultant, presented this item.

Mr. Dusel provided a brief description and history of MCE's relationship with RE Mustang, LLC. He reported that as a result of MCE's 2014 Open Season Procurement Process for Renewable Energy, staff received a Power Purchase Agreement ("PPA") offer from Recurrent Energy for output from a new solar photovoltaic facility located in California's Central Valley. The facility is being developed by RE Mustang LLC, a wholly owned subsidiary of San Francisco based Recurrent Energy, the same counterparty with which MCE has a PPA for the RE Kansas project. Mr. Dusel also reported RE Kansas is in the final stage of construction and is expected to be online in January 2015.

The energy deliveries align with MCE's future Product Content Category 1 (in-state bundled) need, energy deliveries will reduce MCE's average projected renewable energy cost over the 15-year contract term, anticipated energy deliveries are generally sufficient to supply 14,000 average MCE residential customers, and this PPA will satisfy MCE's long-term RPS contracting obligations.

The location of the project is in Lemoore, Kings County which is 185 miles Southeast of San Rafael. The product is available energy with resource adequacy capacity. This is 30 MW of a 100 MW facility and the expected annual energy production is 84,400 MWh.

Mr. Dusel indicated there is one noteworthy consideration related to the Federal Investment Tax Credit. This particular 30% tax credit expires on December 31, 2016 and is available to various renewable energy technologies, solar in particular.

Director Haroff asked in relation to the Tax Credit, what is needed to qualify for the credit. Mr. Dusel responded his understanding is the facility needs to begin delivering power in order to qualify.

Director Connolly asked how large of an open position we have for the next couple of years. Per Mr. Dalessi the open resource needs are for the conventional power supplies. Mr. Dalessi further commented that we would be well covered on renewables and slightly exceed our need for the Bucket 1 product tied to state regulatory requirements.

Director Connolly asked Mr. Dusel to touch on the Shell Energy North America ("SENA") agreement as it relates to our goal of timing delivery of the agreement to align with renewable energy deliveries of the SENA Agreement.

Mr. Dusel shared that through the various SENA confirmation agreements we have a phasing out of renewable energy that will be met under those agreements. Mr. Dusel reminded the Board when this agency first started serving customers, MCE was doing so under a full requirements agreement with SENA where they were providing all of the basic energy requirements for our customers including renewables. As we grew and entered into new renewable supply contracts we entered into more independent PPAs specifically for renewable energy. We therefore have a declining renewable delivery schedule under the SENA arrangement.

Director O'Donnell asked why we are considering entering into a 15-year contract when we saw in the slide presentation made earlier by Ms. Weisz, a reference to various MCE contracts in the 2-3 year range. He asked for an explanation as to why we are entering into such a big commitment especially in terms of pricing.

Mr. Dusel noted the reason for having a long-term agreement, in part, has to do with more competitive pricing. It is less about the contract term and more about the size of the commitment or the level of capacity and what proportion of the total supply is being committed to through this type arrangement.

Mr. Dalessi noted if you want to get new renewable facilities built you must offer long-term contracts. Ms. Weisz shared, that MCE has typically sought long-term projects when buying California-based renewables and noted that being able to lock in price for a long term gives MCE the ability to plan better. The terms of our initial California-based contracts were 20-25 year agreements. Recently we've had shorter agreements come our way with competitive prices because there was a particular generator coming online with dedicated supply at a future date and the developer was looking for a place to sell the energy before that time. This particular opportunity comes in mid-range. Based on our Integrated Resource Plan and having layers of diversified supply contracts (capacity and term) it fits nicely into our portfolio needs.

Alternate Director Robbins inquired about the document being a draft; there are several blank spaces where various pieces of information perhaps should be known by the Board before this is approved. Per Ms. Weisz, those are commercial contract terms that we aren't able to disclose publicly until after execution of the contract. Since this is a public Board packet, those numbers have not been included; however, the terms of this proposed contract were discussed at the Ad Hoc Contracts Committee so Board members were involved in that discussion. She noted that one of the benefits of being a public agency is that we disclose all contract information after the contract is approved and Investor Owned Utilities do not.

Director Bailey, a member of the Ad Hoc Contracts Committee commended the staff on the excellent job in providing a clear presentation of a complicated discussion relative to merits. After hearing all those things it is his judgment that this fits well within our portfolio.

Director Lion, also a member of the Ad Hoc Contracts Committee, noted this sounded like a very competitive, attractive opportunity for Bucket 1 needs and he agrees with Director Bailey's assessment.

Director Connolly asked about the viability of the project. Mr. Dusel noted that was one of the key considerations. In light of the good track record Recurrent has had with its other projects and progress made, they were at the top of the list.

Director Connolly shared his impression is that solar market pricing is favorable right now and prices are quite low. Mr. Dusel indicated that is the case and it is due to a number of factors.

M/ Lion/Haroff (11-0-0 passed) approve the Power Purchase Agreement with RE Mustang LLC additional Renewable Energy Supply. Directors Bragman, Butt and Sears were absent.

Roll Call Vote:

Connolly – Yea McCaskill – Yea Bailey – Yea Haroff – Yea
Lion – Yea Athas –Yes Greene – Yea O'Donnell – Yea

Wagenknecht – Yea Withy – Yea Alt. Robbins – Yea

Per Ms. Weisz the Regulatory Update was presented prior to the Energy Efficiency Update

Agenda Item #8 - Energy Efficiency Update (Discussion)

Beckie Menten, Energy Efficiency Director presented this item.

Ms. Menten shared Program Updates on:

- Program Implementation
- 2015 Proposed Decision for funding Energy Efficiency Programs
- Energy Efficiency barriers and solutions, thoughts and strategies for addressing those as we move forward into 2015 and 2016
- On the Multifamily Program front incentives have been increased by 20% and we are focusing on closing projects currently in the pipeline.

Ms. Menten reported on the Small Commercial Program and that there was an HVAC Contractor workshop held. It was not heavily attended but it did provide an opportunity for the Energy Efficiency team to sit down and speak candidly about the program.

Director Haroff asked about the economic incentives for the HVAC contractor. Per Ms. Menten the more savvy the contractors the more they understand the messaging and are able to use it to their advantage. The rebates and incentives help offset the incremental costs between the placing of a unit that is at standard efficiency and one that is at a higher efficiency. The contractor can use that messaging to maximize program participation.

(NOTE: DIRECTOR BAILEY LEFT THE MEETING AT THE BEGINNING OF THIS PRESENTATION.)

Ms. Menten reported MCE has ceased mailing to low energy users in the Home Utility Report ("HUR") Program due to the information not being processed in the expected manner. Overall, the program is producing savings but we are looking at ways to change the messaging. We are considering moving back to a pilot program basis and training consumers on how to do more in terms of energy savings. In spite of low energy users, this program remains the highest functioning of the programs.

Ms. Menten shared that the Property Assessed Clean Energy ("PACE") Financing Program has been approved in Unincorporated Marin, Larkspur, Novato, Fairfax, San Anselmo, San Rafael, and soon Corte Madera. She shared that the Residential Program has a limited time opportunity for a \$500 rebate and the SunShares program is now available for cities/counties.

Member of the public Leslie Alden asked about the difference in rates charged by the PACE program and general mortgage rates. Ms. Menten explained that mortgage rates are currently about as low as you can get, whereas the PACE Program is a bit higher for residential. She indicated if someone had a home equity line of credit they might want to consider using it.

Ms. Menten reported on the various accomplishments made by the Energy Efficiency team, specifically the Proposed Decision: 2015 Funding that was issued on September 16, 2014, and that MCE was granted most of its requests. She indicated that the CPUC is moving towards implementing a "rolling portfolio."

Ms. Menten discussed current high level program barriers and proposed solutions as well as current barriers and solutions at the program level. Some specific program barriers are 1) direction to avoid duplication of existing programs, 2) lack of access to data, 3) competition from existing programs, 4) uncertain or shifting regulatory framework, 5) brand recognition, and 6) ramp up.

Some proposed solutions for these high level barriers are 1) become primary energy efficiency provider in service territory which allows a balanced portfolio and diminishes competition with third party programs, 2) supplement CPUC funding with other funding avenues i.e. DWR grants, CEC grants and DOE grants, and 3) work to achieve regulatory reform.

Director Connolly mentioned that we are pigeon-holed into the types of programs we are able to serve. From a societal standpoint avoidance of unnecessary duplication is a value. This does seem to be a sector where the IOU is at least perceived as performing fairly well. How does one reconcile those two points: duplication is not something we want yet we don't want to be ham-strung either? Ms. Menten responded by saying, she would dig heavily into the concept they are doing a good job. One metric is

when you look at evaluation in monitoring results they consistently achieve about 50% of the target they said they would get. Another thing worth looking at is that the IOUs are good at gaming the regulatory framework that they are in and not as good with long-term outcomes. There needs to be massive improvements for all implementers and the way energy efficiency is handled.

Director Connolly asked if this is possibly a way to spur further competition in the market. We should be designated as the primary provider or have first right of refusal. It is impossible to compete on equal footing with PG&E as the playing field not level. The un-level playing field is reinforced by the regulatory framework that they are operating within. She would prefer to have first right of refusal initially and to revisit opening competition later.

Ms. Weisz noted if there were a level playing, field competition would be a good option, and there clearly is not a level playing field, and this creates difficulty for us in serving customers. There is currently lots of confusion when it comes to energy incentives and this confusion often leads to inaction.

Director Connolly stated that at minimum we should ask for no barriers to insure we get a balanced portfolio.

Ms. Weisz noted that the CCA in Massachusetts has taken over the Energy Efficiency program from their local utility because they ran into a lot of these same challenges and it is reportedly working very well.

Director O'Donnell asked if there was anything out of the box we can do to either replicate what PG&E does or look at other energy efficiency programs and do something no one else is doing. Ms. Menten reminded the Board that at the Board Retreat she distributed a paper and she found that there is something about straightforward, simple approach represents an innovative, out-of-the box concept at this point.

Director O'Donnell mentioned smart phone apps that are available for various things, including vehicle electrification. He would like to see Energy Efficiency programs that can find some cutting edge, emerging technology that can be used.

(NOTE: DIRECTOR GREENE LEFT MEETING DURING THIS PRESENTATION.)

Director Haroff indicated he sees real potential in the water saving scenario. He asked to what extent is the Energy Efficiency team engaged with the Water District to explore with collective work to improve energy efficiency and water. Ms. Menten mentioned one of the first things the Energy Efficiency team did in 2012 was to reach out to all water districts in the area to see how we could work together. MCE staff had a mixed reception: Northern Marin Water District was not as receptive, staff experienced barriers with EBMUD but MMWD was a phenomenal partner for MCE.

Agenda Item #9 - Regulatory and Legislative Updates (Discussion/Action)

Beth Kelly, Legal Director presented this item.

Ms. Kelly reminded the Board that tonight's discussion is an action item as indicated by the draft letter from the MCE Board to the Policy and Planning Division of the CPUC. She has been working with Director Connolly on this letter.

Ms. Kelly discussed a couple of legislative items. She shared SB 1414 was signed into law regarding new electrical demand response requirements for load serving entities which now will include CCAs.

She discussed AB 2661 that would have restricted CCA employees from serving on the California Energy Commission for two years after the term of their employment. The legislation was vetoed by the Governor.

Ms. Kelly shared as a point of interest SB 1275 (Encouraging EV Adoption) bill was signed into law. This sets forth the Charge Ahead California Initiative and the idea is to 1,000,000 zero-emission and near-zero-emission vehicles on the road by January 1, 2023. There is a particular focus on disadvantaged, low-income and middle-income folks and she thinks this may end up being a unique opportunity for MCE to be involved in the electrification of transport.

Ms. Kelly shared on the CPUC front and in the news there has been a lot of activity; particularly the reporting on the close relationship between PG&E and the CPUC. She noted that the CPUC's rules of practice and procedure prohibit "judge shopping." She discussed several emails and correspondences between several CPUC Commissioners and PG&E regarding the gas transmission case which is approximately a \$1 billion rate case before the CPUC where PG&E specifically requested a change in Administrative Law Judge.

Ms. Kelly discussed the Regulatory turmoil and fallout at the CPUC and at PG&E as a result of these actions. She noted from the MCE perspective we are civil servants and our customers deserve the highest level of service from an effective, efficient, trusted and transparent agency.

She set forth several key takeaways for MCE: 1) Our requests at the CPUC are reasonable and comply with law and regulation; 2) We must be aware of high level access and of IOUs; and 3) We must always remember our duties as civil servants to maintain the highest ethical standards.

Director O'Donnell spoke about had it not been for the San Bruno gas issue a lot of this would not have been disclosed and he wonders how many other things have not been disclosed.

Director Connolly asked if Ms. Kelly thinks there will be some type of reform happening as a result. Ms. Kelly indicated she believes that some measure of change will occur at the CPUC and beyond is inevitable. She has seen a distinct change in tone from folks she has worked with at Energy Division. As far as reform it remains to be seen.

Director Lion asked Ms. Kelly if she could speculate on what the chances that President Peevey might step aside. Per Ms. Kelly there has been a lot of discussion about whether or not President Peevey should step down or be removed from his position as President. She doesn't have much more to contribute to that and to date the Governor has not taken specific action. Peevey's term ends in December and it is unclear whether or not he will seek another term.

Ms. Kelly presented Cost Allocation Mechanism ("CAM") what it means and why it is a problem for MCE and CCAs in general. Ms. Kelly shared following the release of the Board packet a discussion draft of a "White Paper" was released by the Policy and Planning Division of the PUC regarding CAM. The relevance of that "White Paper" would address how CCAs and other load serving entities would enter into the CAM picture it is worth deeper discussion before reviewing the actual draft.

Ms. Kelly provided chronology and explained how much of a moving target CAM is since January 2014. She explained that CAM is growing as part of the total portfolio, what the CPUCs rationale is for CAM, what is wrong with that rationale and MCE's general arguments to change CAM.

The draft White Paper symbolizes the first step that the Commission has taken to begin to reform CAM in the context of CCAs. In the White Paper there is an interest to reflect the long-term procurement of CCAs.

Ms. Kelly shared the staff-level response of MCE, jointly with other CCAs.

Director Connolly requested that the letter be more strongly stated on the impacts of CCA. Directors Lion, Connolly and Greene recommended defining early on in the response letter the "whys" and "hows" of what strikes the heart of CCAs. Ms. Kelly indicated that she will make the response letter more forceful.

Director Greene asked for clarification on when new communities join MCE and we modify the Implementation Plan, whether those modifications reflect a procurement schedule, and if so whether it could impact CAM. Ms. Kelly noted the Implementation Plan touches on our initial procurement of the launch of service as a CCA. What we actually do is much more extensive. Each year we have the Integrated Resource Plan ("IRP") which has our long-term procurement plan process which is our procurement autonomy that determines how we procure.

She noted that MCE's procurement has been incredibly successful and has surpassed requirements of the renewables portfolio standard (RPS) by leaps and bounds since MCE launched. The Commission is currently looking at multi-year forward capacity procurement which may impact CAM.

Ms. Kelly clarified what is expected in the response to the CAM White Paper. She will prepare revisions, present them to Director Connolly for review and with his approval submit the comments to the CPUC.

M/ Greene/Haroff (11-0-0 passed) approved MCE's response to CAM White Paper with noted revisions. Directors Sears, Bragman and Butt were absent.

Agenda Item #10 - Communications Update (Discussion)

Allison Kirk, Public Affairs Account Manager presented this item.

Ms. Kirk talked about the Deep Green Solar Schools Campaign and shared the winners of that campaign were Terra Linda High School and 2nd and 3rd runners up were Novato High School and Tomales High School, respectively. She also reported the Deep Green enrollments increased by 15% during that campaign.

Ms. Kirk reported that the Marin Ad Campaign will run from September – January. She shared details of the Napa Outreach and Enrollment as follows: 1) The Napa Ad Campaign will run from November – February, 2) the Napa Enrollment Notice Schedule, 3) the Richmond Ad Campaign will run from December – January, and 4) the San Pablo Ad Campaign will run from January – April.

Director Athas mentioned she has seen several ads on TV and they are very effective and very well done. She noted the TV ads tend to run alongside PG&E ads.

Agenda Item 11 - Board and Staff Matters (Discussion)
None
Agenda Item #12 – Adjourn
9:55PM
Damon Connolly, Chair
,
Attest:
Dawa Waisa Casastan
Dawn Weisz, Secretary



November 6, 2014

TO: Marin Clean Energy Board

FROM: Greg Morse, Business Analyst

RE: Monthly FY 14 Budget Report (Agenda Item #04 - C.3)

ATTACHMENT: MCE Budget Reports 2014-09 (Unaudited)

Dear Board Members:

SUMMARY:

The attached budget update compares the FY 2015 budget to the unaudited revenue and expenses of MCE for the month ending September 2014.

Expenditures over the last month have been stable and have remained within budget. Electric sales and costs of energy were both slightly below projections, netting MCE a slightly lower than expected growth in available funds. Legal expenses were slightly up over the last month and are expected to continue at that level for the reminder of the calendar year.

Overall, MCE continues to spend below projections, as reflected in year-to-date figures.

Recommendation: No action needed. Informational only.

Financial Plumbline

ACCOUNTANTS' COMPILATION REPORT

Board of Directors Marin Clean Energy

We have compiled the accompanying budgetary comparison schedules of Marin Clean Energy (a California Joint Powers Authority) for the period ended September 30, 2014. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements with undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statement.

Certain accounting functions provided by Maher Accountancy are considered management functions by the American Institute of Certified Public Accountants. Accordingly, we are not independent with respect to Marin Clean Energy.

Maker Accountancy

October 17, 2014

MARIN CLEAN ENERGY

OPERATING FUND

BUDGETARY COMPARISON SCHEDULE

April 1, 2014 through September 30, 2014

	2013/14 YTD Actual	2014/15 YTD Budget	2014/15 YTD Actual	2014/15 YTD Budget Variance (Under) Over	2014/15 YTD Actual/Budget %	2014/15 Annual Budget	2014/15 Budget Remaining
REVENUE AND OTHER SOURCES:							
Revenue - Electricity (net of allowance)	\$ 39,706,915	52,197,004	\$ 50,714,690	\$ (1,482,313.54)	97.16%	\$ 101,138,394	\$ 50,423,704
EXPENDITURES AND OTHER USES:							
CURRENT EXPENDITURES							
Cost of energy	33,979,691	41,405,507	40,441,521	(963,986)	97.67%	88,410,551	47,969,030
Staffing	645,047	950,625	955,594	4,969	100.52%	1,950,000	994,406
Technical consultants	277,120	289,013	252,997	(36,016)	87.54%	560,000	307,003
Legal counsel	63,842	181,458	197,676	16,218	108.94%	335,000	137,324
Communications consultants							
and related expenses	496,736	281,250	235,305	(45,945)	83.66%	750,000	514,695
Data manager	1,173,656	1,335,000	1,324,154	(10,846)	99.19%	2,670,000	1,345,846
Service fees- PG&E	259,389	335,000	341,983	6,983	102.08%	670,000	328,017
Other services	136,352	150,000	165,054	15,054	110.04%	300,000	134,946
General and administration	147,352	175,000	208,321	33,321	119.04%	350,000	141,679
Marin County green business program	15,000	15,000	-	(15,000)	0.00%	15,000	15,000
Solar rebates	-	-	-	-	0.00%	25,000	25,000
Total current expenditures	37,194,185	45,117,853	44,122,605	(995,248)	97.79%	96,035,551	51,912,946
CAPITAL OUTLAY	2,737	10,000	9,966	(34)	99.66%	20,000	10,034
DEBT SERVICE	642,155	597,500	596,939	(561)	99.91%	1,195,000	598,061
INTERFUND TRANSFER TO:							
Local Renewable Energy Development Fund	51,536	109,994	109,994		100.00%	109,994	
Total expenditures	37,890,613	45,835,347	44,839,504	\$ (995,843)	97.83%	97,360,545	\$ 52,521,041
Net increase (decrease) in available fund balance	\$ 1,816,302	\$ 6,361,657	\$ 5,875,186	\$ (486,471)		\$ 3,777,849	\$ (2,097,337)

MARIN CLEAN ENERGY ENERGY EFFICIENCY PROGRAM FUND BUDGETARY COMPARISON SCHEDULE

April 1, 2014 through September 30, 2014

	Budget	Actual	Budget emaining	Actual/ Budget
REVENUE AND OTHER SOURCES: Public purpose energy efficiency program	\$ 1,505,702	\$ 532,168	\$ 973,534	35.34%
EXPENDITURES AND OTHER USES: CURRENT EXPENDITURES				
Public purpose energy efficiency program	 1,505,702	 532,168	 973,534	35.34%
Net increase (decrease) in fund balance	\$ _	\$ 		

^{*} Transfer of \$547,500 for security of On Bill Repayment program not recognized as expenditure.

LOCAL DEVELOPMENT RENEWABLE ENERGY FUND BUDGETARY COMPARISON SCHEDULE

April 1, 2014 through September 30, 2014

	Budget	Actual	udget naining	Actual/ Budget
REVENUE AND OTHER SOURCES: Transfer from Operating Fund	\$ 109,994	\$ 109,994	\$ -	100.00%
EXPENDITURES AND OTHER USES: Capital Outlay	109,994	16,592	93,402	15.08%
Net increase (decrease) in fund balance	\$ 	\$ 93,402		

MARIN CLEAN ENERGY BUDGETARY SUPPLEMENTAL SCHEDULE

April 1, 2014 through September 30, 2014

	Actual
Other services	
Recruiting	-
Audit	\$ 34,500
Accounting	60,900
IT Consulting	6,906
Human resources & payroll fees	3,257
Legislative consulting	45,000
Miscellaneous professional fees	14,491
Other services	\$ 165,054
General and administration	
Cell phones	\$ 467
Bank service fee	-
Data and telephone service	18,174
Insurance	7,171
Office and meeting rentals	100,234
Office equipment lease	2,974
Dues and subscriptions	29,160
Conferences and professional education	2,749
Travel	7,338
Business meals	4,543
Interest and late fees	15,836
Miscellaneous administration	57
Office supplies and postage	19,618
General and administration	\$ 208,321



November 6, 2014

TO: Marin Clean Energy Board

FROM: Sarah Estes-Smith, Administrative Associate

RE: Approved Contracts Update (Agenda Item #04 – C.4)

Dear Board Members:

SUMMARY:

On March 7, 2013 your Board adopted Resolution 2013-04 which authorized the Executive Officer to enter into and execute contracts for an amount not to exceed \$25,000 within a fiscal year consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations. The MCE Integrated Resource Plan (IRP) approved in November of 2012 further authorized the Executive Officer to enter into and execute short term power purchase agreements for energy, capacity and renewable energy for less than or equal to 12 months.

The following chart summarizes contracts of this nature which have been entered into during the previous month:

Month	Purpose	Contractor	Maximum Contract Amount	Term of Contract
October	General contractor consulting services for 700 Fifth Avenue project	Precision GCC, Inc.	\$5,000	6 months
October	Survey and engineering services for MCE Solar 1 project	Wood Rogers, Inc.	\$25,000	6 months
October	Tariff interpretation and consulting services regarding the MCE Solar 1 project	Gerald Cabrera	\$8,000	5 months
October	Engineering of 2 PV systems at the MCE Solar 1 site	Stion Corporation	\$25,000	14 months

Month	Purpose	Contractor	Maximum Contract Amount	Term of Contract
October	Film and produce a feature segment on MCE for TV series	Today's Sustainability	\$25,000	9 months
October	Resource Adequacy 1 MW Jan-Dec 2015	Shell Energy North America	\$33,600	12 months
October	Resource Adequacy 8 MW Jun-Dec 2015	Shell Energy North America	\$19,600	7 months
October	Resource Adequacy Various MW Apr-Dec 2015	Shell Energy North America	\$24,750	9 months
October	Resource Adequacy 14 MW Jan-Mar 2015	Shell Energy North America	\$8,250	3 months
October	Resource Adequacy Various MW Feb-Dec 2015	Shell Energy North America	\$12,650	11 months
October	Resource Adequacy Various MW Jan-May 2015	Shell Energy North America	\$5,750	5 months
October	Resource Adequacy Various MW Jun-Aug 2015 & Nov-Dec 2015	Shell Energy North America	\$5,750	5 months
October	Environmental Consulting services for MCE Solar 1 project	Rincon Consultants, Inc.	\$10,000	5 months

Recommendation: Information only. No action required.



November 6, 2014

TO: Marin Clean Energy Board of Directors

FROM: Greg Brehm, Director of Power Resources

RE: First Addendum to Second Agreement with Stion Corporation (Agenda

Item #04 – C.5)

ATTACHMENTS:

A. First Agreement with Stion Corporation

B. Second Agreement with Stion Corporation

C. First Addendum to Second Agreement with Stion Corporation

Dear Board Members:

SUMMARY:

On July 19th, 2013, MCE entered into an Agreement with Stion Corporation to provide development, design and engineering services for the proposed PV Systems at the Richmond Port Warehouse and Golden Gate Transit Terminal. The Agreement was for \$10,000 and expired on March 31st, 2014.

On October 27th, 2014, MCE entered into the Second Agreement with Stion Corporation to provide development, design and engineering services for the Initial PV System ("Site 1") to be located within the reclamation area of the Chevron Refinery property, on the Former Fertilizer Plant Area.

MCE staff requests approval of the attached First Addendum to the Second Agreement, which would reflect an increase of \$25,000 for a total contract amount to not exceed \$50,000. This increase reflects the inclusion of an additional PV System ("Site 2") to be located within the reclamation area of the Chevron Refinery property, on the Landfill 15 Site.

Recommendation: Approve First Addendum to Second Agreement with Stion Corporation.

MARIN ENERGY AUTHORITY STANDARD SHORT FORM CONTRACT

FIRST AGREEMENT BY AND BETWEEN MARIN ENERGY AUTHORITY AND STION CORPORATION

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day July 19th, 2013 by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and Stion Corporation, a Delaware corporation with offices located at 6321 San Ignacio Avenue, San Jose, CA 95119, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services:

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MEA, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The MEA agrees to make available all pertinent data and records for review, subject to MEA Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of \$10,000.

5. TIME OF AGREEMENT:

This Agreement shall commence on **July 19th**, **2013**, and shall terminate on **March 31st**, **2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under Section 16 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The MEA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MEA may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MEA may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the MEA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MEA evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MEA.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Contract shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Contract. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MEA shall have the right, during regular business hours, to review and audit all records relating to this Contract during the Contract period and for at least five (5) years from the date of the completion or termination of this Contract. Any review or audit may be conducted on Contractor's premises or, at MEA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MEA. Contractor shall refund any monles erroneously charged.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

- A. If the Contractor falls to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the MEA may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

13. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MEA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA shall solely be responsible for all debts, obligations and Ilabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Greg Brehm				
MEA Address:	781 Lincoln Ave., Suite 320				
	San Rafael, CA 94901				
Telephone No.:	(415) 464-6037				

Notices shall be given to Contractor at the following address:

Agenda Item #4-C.5, Att. A: 1st Agrmnt w/Stion

	Contractor:		Kevin Mackamul for Stion Corporation	
	Address:		6321 San Ignacio Avenue, San Jose, CA 95119	
20. ACKNOWLEGE	Telephone N		(408) 284-8803 <u>FS</u>	
		\boxtimes	Check applicable Exhibits CONTRACTOR'S INITIALS	
ЕХНІВП	<u> A.</u>	×	Scope of Services	
EXHIBIT	<u>B.</u>	×	Fees and Payment	
IN WITNESS WHERE	OF, the partie	s ha	ve executed this Contract on the date first above written.	
APPROVED BY Marin Energy Author		-	CONTRACTOR: STION CURPORATION	
Executive Officer By:	A		Name: Jeffrey Cheng VP Projects & Systems	
18212.countypediapetaropasson lesson	noof legicus is ett Nuclean	a para yan	nilarosa kaisa en an ana ser l'étorno es recanos es canos es canos d'America es l'Addillos con agracios de conservations de conservation	
REASON(S) REVIEW Standard	: Short Form (Cont	VAL <i>(Only required if any of the noted reason(s) applies)</i> ent Has Been Modified counsel at Marin Energy Authority's Request	
MEA Counse	əl:			

EXHIBIT A SCOPE OF SERVICES (required)

- Develop, design and engineer solar layouts, elevation renderings, and single line electrical or similar engineering documents required for permitting and interconnection of the proposed Photovoltaic (PV) Systems at the Facilities.
- 2. Manage and coordinate any specialized engineering, including Civil, Geotechnical, Architectural or Environmental required for completion of Conditional Use Permit and/or Building Permit applications for the proposed Photovoltaic (PV) Systems at the PV Facilities. All specialized engineering shall be submitted to client for approval prior to commencement of work and client shall contract directly with the third party vendor for approved specialized engineering.
- Coordinate with clients efforts to secure Conditional Use Permits and/or Building Permits as required for the proposed PV Systems at the PV Facilities.
- Develop and submit (2) California Solar Incentive applications for the proposed PV Systems at the PV Facilities on behalf of the Client.
- Develop and submit (2) Interconnection Applications to Pacific Gas & Electric for the proposed PV Systems at the PV Facilities on behalf of the Client. Participate in all required planning meetings with the distribution provider, PG&E.

PV Systems and PV Facilities

Location 1	PV System	Total Capacity (DC)
Richmond Port Warehouse ~1411 Harbor Way South, Richmond CA	Rooftop/Carport Canopy	504kW DC Rooftop & 593kW DC Carport
Location 2	PV System	Total Capacity (DC)
Golden Gate Transit Terminal 1101 Andersen Drive, San Rafael, CA	Rooftop	207kW DC Rooftop
Golden Gate Transit Terminal 1101 Andersen Drive, San Rafael, CA	Busport Canopy	270kW DC Busport Canopy

EXHIBIT B FEES AND PAYMENT SCHEDULE (required)

The total Contract Price for this Agreement shall not exceed USD \$10,000 total.

- \$2,000 shall be due upon completion of all documentation and engineering required for submission of each of the 2 interconnection applications.
- \$1,500 shall be due to the Contractor upon receipt of each of the 2 fully executed interconnection agreements from Pacific Gas & Electric for the Photovoltaic (PV) Systems at the Facilities.
- \$1,500 shall be due upon receipt of each approved Bullding Permit and/or Conditional Use Permit, if required, for the 2 Photovoltaic (PV) Projects at the Facilities.

MARIN CLEAN ENERGY STANDARD SHORT FORM CONTRACT

SECOND AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND STION CORPORATION

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day October 27, 2014 by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and STION CORPORATION, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: engineering for the interconnection application for a solar photovoltaic systems ("Initial PV System") to be located within the reclamation area of the Chevron Refinery property adjacent to Castro Street in the City of Richmond ("PV Facilities" or "Location");

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall invoice MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of \$25,000.

5. TIME OF AGREEMENT:

This Agreement shall commence on **October 27, 2014**, and shall terminate on **December 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold the MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for

such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, the MCE may terminate this Agreement by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE 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. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from the MCE's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Agreement Manager and all notices shall be given to MCE at the following location:

Contract Manager:	Sarah Estes-Smith, Administrative Associate
MCE Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

	Contractor:	Stion Corporation c	o Jeffrev Chena	
<u>:</u>	Address:	6321 San Ignacio A		
-		San Jose, CA 9511		
-	T-1-1-1-1-1		7	
8	Telephone No.:	408-284-8803		
20. ACKNOWLEGEN	NENT OF EXHIB	<u>ITS</u>		
	\boxtimes	Check applic	able Exhibits	CONTRACTOR'S INITIALS
EXHIBIT	<u>A.</u>	Scope of Services		Ja
EXHIBIT	<u>B.</u> ⊠	Fees and Payment		J.C.
IN WITNESS WHERE	OF, the parties ha	ave executed this Agreeme	ent on the date first above	e written.
APPROVED BY Marin Clean Energy: By: Executive Officer Date	-CO-	2017	CONTRACTOR: SI	VP Projects System Corpor
			Name: Jeffrey Cheng	1
By: \(\sigma\) \(\alpha\) Chairman		-	Date: 10/29/2	22 14
Date	:	<u>*</u>		
REASON(S) REVIEW:	Short Form Cont	VAL <i>(Only required if an</i>) ent Has Been Modified counsel at Marin Clean Er	of the noted reason(s	ammanammanammanammanaminamana) applies)
MCE Counsel:				Pate:

EXHIBIT A SCOPE OF SERVICES (required)

Contractor will provide the following engineering services as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

- 1. Develop, design and engineer solar layouts and single line electrical or similar engineering documents required for an interconnection application with PG&E for the proposed Initial PV System at the Location.
- Coordinate with Client on Interconnection Agreement issues as required for the proposed Initial PV System at the Location.
- 3. Develop and submit "Fast Track" Small Generator Interconnection Application to Pacific Gas & Electric for the proposed 2 MW Single Axis Tracking PV Systems ("Initial PV System") at the Location on behalf of the Client. Client has specifically requested that the Interconnection Application reflect the Initial PV System on Site 1 Former Fertilizer Plant Area (Approximately 20 acres):

<u>Location</u>	Initial PV System	Initial Total Capacity (AC)
Site 1 – Former Fertilizer Plant Area	Single Axis Tracking using Stion STL	~2 MW
(approximately 20 acres)	frameless modules	

- 4. Participate in all required planning meetings with the distribution provider, PG&E.
- Contractor acknowledges that this agreement does not create an obligation to enter into any future agreements for work with MCE.
- 6. Contractor agrees that all designs, if required, will allow for equipment and technology substitutions by other vendors/ developers solicited through a public Request for Proposals (RFP) process administered by MCE for this Location.

EXHIBIT B FEES AND PAYMENT SCHEDULE

For services provided under this agreement, MCE shall pay the Contractor in accordance with the following payment schedule:

- 1. \$5,000 deposit shall be due upon full execution of this Agreement.
- 2. \$10,000 shall be due to the Contractor upon the submission to PG&E of the complete interconnection application to Pacific Gas & Electric required for the Initial PV System at the Location.
- 3. \$10,000 shall be due to the Contractor upon the execution of the Interconnection Agreement (\$25,000 total) by Pacific Gas & Electric for the Initial PV System at the Location.

Note: The above payments shall include "reimbursable expenses" which shall include reasonable travel expenses and actual expenditures made by Stion Corporation in the performance of its services (blueprints, reproductions, etc.) and shall be billed at vendor invoice.

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of \$25,000 for the term of the agreement.

FIRST ADDENDUM TO SECOND AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND STION CORPORATION

This FIRST ADDENDUM is made and entered into on November 6, 2014 by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and STION CORPORATION (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide engineering services as directed by MCE staff dated October 27, 2014 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$25,000 for the engineering services described within the scope therein; and

WHEREAS the parties seek to revise the scope of the Agreement in Exhibit A to include the development of Site 2 as requested and directed by MCE staff; and

WHEREAS the parties desire to amend Section 4 and Exhibit B of the agreement to increase the contract amount by \$25,000 for a total not to exceed \$50,000.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibits A and B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of \$50,000.

2. Exhibit A of the Agreement is hereby replaced with the following:

Contractor will provide the following engineering services as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

- Develop, design and engineer solar layouts and single line electrical or similar engineering documents required for an interconnection application with PG&E for the proposed PV Systems at the Locations.
- 2. Coordinate with Client on Interconnection Agreement issues as required for the proposed PV Systems at the Locations.

3. Develop and submit "Fast Track" Small Generator Interconnection Applications to Pacific Gas & Electric for the proposed PV Systems at the Locations on behalf of the Client. Client has specifically requested that the Interconnection Applications reflect the PV Systems on each site:

<u>Location</u>	Initial PV System	Initial Total Capacity (AC)
Site 1 – Former Fertilizer	Single Axis Tracking using	~2 MW
Plant Area (approximately	Stion STL frameless	
20 acres)	modules	
Site 2 – Landfill 15 Site	Ballasted Fixed Tilt using	~10 MW
(approximately 30 acres)	Stion STL frameless	
,	modules	

- 4. Participate in all required planning meetings with the distribution provider, PG&E.
- 5. Contractor acknowledges that this agreement does not create an obligation to enter into any future agreements for work with MCE.
- 6. Contractor agrees that all designs, if required, will allow for equipment and technology substitutions by other vendors/ developers solicited through a public Request for Proposals (RFP) process administered by MCE for these Locations.
- 3. Exhibit B is hereby replaced with the following:

For services provided under this agreement, MCE shall pay the Contractor in accordance with the following payment schedule:

- 1. \$5,000 deposit shall be due upon full execution of this Agreement.
- 2. \$5,000 deposit shall be due upon full execution of this Addendum to the Agreement.
- 3. \$20,000 shall be due to the Contractor upon the submission to PG&E of the complete interconnection applications to Pacific Gas & Electric required for the PV Systems at the Locations.
- 4. \$20,000 shall be due to the Contractor upon the execution of the Interconnection Agreements by Pacific Gas & Electric for the PV Systems at the Locations.

Note: The above payments shall include "reimbursable expenses" which shall include reasonable travel expenses and actual expenditures made by Stion Corporation in the performance of its services (blueprints, reproductions, etc.) and shall be billed at vendor invoice.

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of \$50,000 for the term of the agreement.

4. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.



November 6, 2014

TO: Marin Clean Energy Board of Directors

FROM: Jamie Tuckey, Communications Director

RE: First Addendum to Agreement with Today's Sustainability (Agenda Item

#04 - C.6

ATTACHMENTS:

A. Agreement with Today's Sustainability

B. First Addendum to Agreement with Today's Sustainability

Dear Board Members:

SUMMARY:

Today's Sustainability is a major television series dedicated to informing and educating the national and international consumer on the companies, ideas and technologies that are setting the gold standard for environmentally conscious sustainability in the 21st Century. MCE was selected to be highlighted in a 7 minute segment on Today's Sustainability for national television broadcast as part of a ½ hour segment on NBC Universal.

On October 17, 2014, MCE entered into an Agreement with Today's Sustainability to provide filming and production services of a 7 minute feature about MCE's story, expertise and practice, detailing how MCE has contributed to making a significant difference in today's sustainability.

The Agreement with Today's Sustainability also includes the production of a custom written and produced 1 minute educational commercial spot which will be broadcast up to 50 times on network and/or cable television networks such as NBC Universal, CNBC, MSNBC, Discover Channel and Fox News to promote MCE's story.

In addition, Today's Sustainability will create a full color, full page advertisement in a top business or environmental magazine of MCE's choice such as Green Living, ECOS magazine, Grist or National Geographic, among others.

The Agreement with Today's Sustainability will allow for MCE to be featured in the Today's Sustainability TV Series, and will result in the other services and benefits listed above. The contract amount reflects the Featured Participant Fee that is required for inclusion in the series. MCE staff requests approval of the attached First Addendum, which would reflect an increase of \$2,900 for a total contract amount to not exceed \$27,900.

Recommendation: Approve First Addendum to Agreement with Today's Sustainability.

MARIN CLEAN ENERGY STANDARD SHORT FORM CONTRACT

FIRST AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND TODAY'S SUSTAINABILITY

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day October 17, 2014 by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and TODAY'S SUSTAINABILITY, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: film and produce a feature segment on MCE to be included in the Today's Sustainability Series;

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall invoice MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of \$25,000.

5. TIME OF AGREEMENT:

This Agreement shall commence on October 17, 2014, and shall terminate on July 31, 2015. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold the MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE may conclusively rely thereon.

NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, the MCE may terminate this Agreement by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE 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. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from the MCE's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Agreement Manager and all notices shall be given to MCE at the following location:

Sarah Estes-Smith, Administrative Associate		
781 Lincoln Ave., Suite 320		
San Rafael, CA 94901		
(415) 464-6028		

Agenda Item #4-C.6, Att. A: Agreement w/Today's Sustainability

Notices shall be given to Contractor at the following address:

Contractor: Gemma Gabriel or Dave Baker, Today's Sustainability TV Studios
Address: gemma@tstvseries.com or dave@tstvseries.com
Figueroa at Wilshire, 601 S. Figueroa Street, Suite 405, Los Angeles, CA 90017
Telephone No.: 310-935-3142 or 310-736-4143
20. ACKNOWLEGEMENT OF EXHIBITS
Check applicable Exhibits CONTRACTOR'S INITIALS
EXHIBIT A. Scope of Services
EXHIBIT B.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.
APPROVED BY Marin Clean Energy: CONTRACTOR:
By: Date: 10-24-14 By: Date: BAKER. Name: DAVE BAKER.
By: N/a Date: 10/17/14
Chairman / / / Date:
MCE COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies) REASON(S) REVIEW: Standard Short Form Content Has Been Modified
Optional Review by MCE Counsel at Marin Clean Energy's Request
MCE Counsel: Date:

EXHIBIT A SCOPE OF SERVICES (required)

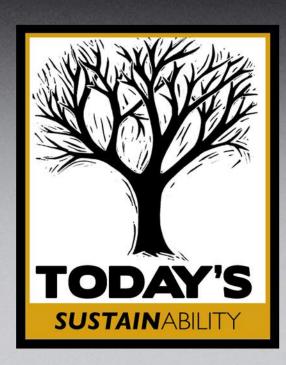
Contractor will provide the following filming and production services as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

- Production of a 7 minute feature about MCE's expertise and practice, detailing how MCE's expertise has contributed to making a significant difference in Today's Sustainability;
- Inclusion of that full 7 minute feature segment in the Today's Sustainability Series for national television broadcast as part of a ½ hour segment on NBC Universal and/or equivalent [per network information in package];
- A special extended version [approx. 8-10 minutes] master MPEG4 copy of the segment for MCE to use as an educational tool for any promotional/educational purpose;
- 4. Production of a custom written and produced 1 minute billboard educational commercial spot;
- The educational commercial will be broadcast up to 50 times on network and/or cable television on networks such as NBC Universal, CNBC, MSNBC, Discovery Channel, Fox News to promote MCE's story, series, topic and cause as a feature segment on the Today's Sustainability series;
- 6. MCE's video segment will be sent to 250,000 of MCE's intended target audience via narrowcast; and
- A feature in a 4-color, full page advertisement in a top business or environmental magazine and/or journal of MCE's choice (Green Living, ECOS magazine, Grist, National Geographic, etc.).

EXHIBIT B FEES AND PAYMENT SCHEDULE

For services provided under this agreement, MCE shall pay the Contractor \$25,000 upon receipt of invoice. In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of \$25,000 for the term of the agreement.





MEDIA PACKAGE TODAY'S SUSTAINABILITY is the first major television series dedicated to informing and educating the national and international consumer on the companies, ideas and technologies that are setting the gold standard for environmentally conscious sustainability in the 21st Century.

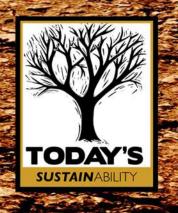
With topics ranging from Climate Change to clean energy to mobilization of collaborative consumption, TODAY'S SUSTAINABILITY is destined to become THE source for lucid analysis and astute insight on the major developments in sustainable living.

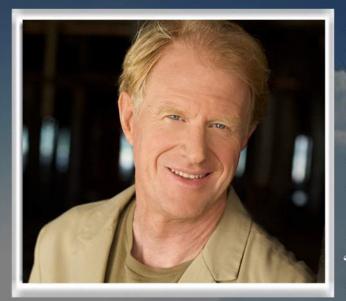
Working in conjunction with:

- Earth System Governance Project (ESGP)
- Global Environment Facility (GEF)
- Intergovernmental Panel on Climate Change (IPCC)
- United Nations Environment Programme (UNEP)
- World Nature Organization (WNO)
- World Wide Fund for Nature (WWF)
- ...the TODAY'S SUSTAINABILITY series is established as one of the most respected and trusted names in environmental programming.

Featuring industry experts from around the globe, and with an A list celebrity host (himself a committed environmental rights advocate)

TODAY'S SUSTAINABILITY is THE "must see" TV series of the season!





Ed Begley Jr... Today's Sustainability Series.

Born September 16, 1949 in Los Angeles, California. He considers himself an environmentalist first and an actor second. As environmental issues become more pressing a few individuals are leading the way in "taking action".

One such person in California is Ed Begley Jr.

Turning up at Hollywood events on his bicycle, Ed has been considered an environmental leader in the Hollywood community for many years. He serves on the boards of Green Wish, the Coalition For Clean Air, The Thoreau Institute and the advisory board of the Union Of Concerned Scientists. He's also active with many other organizations.

Ed's work has earned him a number of awards from some of the most prestigious environmental groups in the nation, including the California League of Conservation Voters, the Natural Resources Defense Council, the Coalition for Clean Air, Heal the Bay, Santa Monica Baykeeper and the Cesar Chavez Foundation.

He currently lives near Los Angeles, in a self-sufficient home powered by solar energy. Ed and his family are currently documenting construction of a new Platinum LEED-certified home

Inspired by the works of his Academy Award-winning father, Ed Begley Jr. became an actor. He first came to audiences' attention for his portrayal of Dr. Victor Ehrlich on the long-running hit television series St. Elsewhere, for which he received six Emmy nominations. Edward had a recurring role in Six Feet Under, Veronica Mars, Arrested Development, and several other TV shows. He also starred in Stephen King's Kingdom Hospital. Since then, Ed has moved easily among feature, television and theatre projects.

Ed co-starred in the Woody Allen movie Whatever Works with Larry David, as well as the Seth Rogan/Judd Apatow filmPineapple Express, and a number of Christopher Guest films, including A Mighty Wind, Best In Show and For Your Consideration. Other feature film credits include Batman Forever, The Accidental Tourist and The In-Laws.



Guests who participate on the Today's Sustainability Series as full sponsors benefit from the following:

- ullet P roduction of A full 5-7 minute feature Segment about how their particular environmental technology, product, and/or work has contributed to impacting the the advancement of Sustainability in the world.
- ullet Distribution of that segment on the Today's Sustainability television series to be distributed on national and international television (see attached network information)
- ullet A special extended version (Approx. 8-10 minutes) master MPEG4 copy of the segment for participants to use as a promotional/educational web-site or tradeshow video and/or for any other promotional/educational purpose
- ullet Production of a 1 minute billboard commercial spot written and produced in conjunction with the featured guests promotional and advertising objectives.
- ullet Broadcast of the commercial spot regionally, nationally and/or internationally up to 50 times on network and/or cable television
- ullet All segments will also be sent directly to 250,000 targeted environmental professional and/or consumers who have specifically requested information through the top journals in your specialty.
- ullet A feature in a 4-color, full page advertisement in one of 5 top environmental/sustainability magazines and/or journals specific to your specialty...such as:
 - ~National Wildlife
 - ~Inc
 - ~Better Homes & Gardens
 - ~Natural Life Magazine
 - ~Nature Conservancy

- ~National Geographic
- ~Family Circle
- ~Environment
- ~Fortune
- ~OnEarth



Environment

Environment: Science and Policy for Sustainable Development analyzes the problems, places, and people where environment and development come together, illuminating concerns from the local to the global.



OnEarth

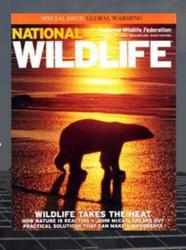
OnEarth explores the contemporary environmental landscape through the lenses of science, public health, technology, culture, business, food, and politics.

Examining the challenges that confront our earth and its inhabitants, and evaluating the most promising solutions.

National Wildlife

National Wildlife is dedicated to protecting wildlife and habitat and inspiring the future generation of conservationists. Facing the challenges of the 21st century...

- Working with diverse groups to achieve our common conservation goals.
- Forming resilient and sustainable solutions to problems facing our environment and wildlife.
- Focusing on the future of conservation as well as the present, to ensure America's wildlife legacy lives on.



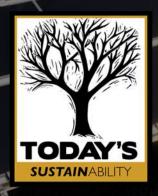


NATURE Conservancy

Through stunning photography and inspiring, world-class writing, Nature Conservancy transports thr reader to the many places the Conservancy works to protect and preserve — from lush rainforests, harsh deserts and the landscapes in between.

Environmental Journals

A wide variety of industry leading environmental journals.





























This is NBCUniversal

NBCUniversal is one of the world's leading media and entertainment companies in the development, production, and marketing of entertainment, news, and information to a global audience. NBCUniversal owns and operates a valuable portfolio of news and entertainment television networks, a premier motion picture company, significant television production operations, a leading television stations group, and world-renowned theme parks. Comcast Corporation owns a controlling 51% interest in NBCUniversal, with GE holding a 49% stake.

Television

NBC Television Network

The NBC Television Network's strength derives from combining NBC's strong national identity and programming with the local identity and programming of its affiliates in communities across America. The sale of advertising time enables the NBC Television Network to provide programming to the public free of charge.

Affiliated television stations are an integral part of NBC's overall broadcast service. The NBC Television Network broadcasts approximately 5,000 hours of TV programming each year, transmitting to more than 200 affiliated stations across the United States. These independently owned affiliates then broadcast the NBC signal to an estimated 99 percent of all homes in the United States with television sets. In addition to airing NBC's national programming, affiliates serve their communities by producing news, sports, and public affairs programming that addresses local needs.

NBC Owned Television Stations

NBC Owned Television Stations is the division of NBCUniversal that includes 10 local television stations and their digital channels and websites, as well as a group of out-of-home properties and a production company. The 10 stations produce and deliver compelling and unique local news, information and entertainment programming to viewers in the communities they serve, which include New York, Los Angeles, Chicago, Philadelphia, San Francisco Bay Area, Dallas-Fort Worth, Washington, D.C., Miami, San Diego and Connecticut, with a goal of connecting to their audiences anytime and anywhere.

NBC Owned Television Stations:

NBC New York (WNBC)

NBC Los Angeles (KNBC)

NBC Chicago (WMAQ)

NBC Philadelphia (WCAU)

NBC Bay Area (KNTV)

NBC Dallas/Fort Worth (KXAS)

NBC Washington (WRC)

NBC Miami (WTVJ)

NBC San Diego (KNSD)

NBC Connecticut (WVIT)



Telemundo Network & Stations

Spanish-language broadcast network Telemundo leads the industry in the production and distribution of high-quality Spanish-language content across its multiplatform portfolio to U.S. Hispanics and audiences around the world. Telemundo reaches 94% of U.S. Hispanic viewers in 210 markets through its 14 owned stations, 48 broadcast affiliates, and over 1,000 cable affiliates. Telemundo also owns one independent Spanish-language television station WKAQ in Puerto Rico.

Telemundo Owned Stations:

KVEA (Los Angeles)

WNJU (New York)

WSCV (Miami)

KTMD (Houston)

WSNS (Chicago)

KXTX (Dallas/Fort Worth)

KVDA (San Antonio)

KSTS (San Francisco/San Jose)

KTAZ (Phoenix)

KNSO (Fresno)

KDEN (Denver)

KBLR (Las Vegas)

WNEU (Boston/Merrimack)

KHRR (Tucson)

Independent Station:

WKAQ (Puerto Rico)

NBC UNIVERSAL TELEVISION STATIONS:

WKAQ 2 Telemundo ID: "Telemundo 2" City: San Juan, PR Owner: NBC Universal

Station Info: Digital Full-Power - 55 kw

Market: Puerto Rico

KNBC 4 NBC ID: "NBC 4"

City: Los Angeles, CA Owner: NBC Universal

Station Info: Digital Full-Power - 380 kW

Market: Los Angeles

WNBC 4 NBC ID: "4 New York" City: New York City, NY Owner: NBC Universal

Station Info: Digital Full-Power - 200.2 kW

Market: New York

WRC 4 NBC ID: "NBC 4"

City: Washington, DC Owner: NBC Universal

Station Info: Digital Full-Power - 813 kW

Market: Washington, DC



KXAS 5 NBC ID: "NBC 5"

City: Fort Worth, TX Owner: NBC Universal

Station Info: Digital Full-Power - 891 kW

Market: Dallas-Ft. Worth

WMAQ 5 NBC ID: "NBC 5" City: Chicago, IL Owner: NBC Universal

Station Info: Digital Full-Power - 350 kW

Market: Chicago

WTVJ 6 NBC ID: "NBC 6" City: Miami, FL Owner: NBC Universal

Station Info: Digital Full-Power - 1000 kW

Market: Miami-Ft. Lauderdale

WCAU 10 NBC ID: "NBC 10"

City: Philadelphia, PA Owner: NBC Universal

Station Info: Digital Full-Power - 700 kW

Market: Philadelphia

KNTV 11 NBC ID: "NBC 11" City: San Jose, CA Owner: NBC Universal

Station Info: Digital Full-Power - 103.1 kW Market: San Francisco-Oakland-San Jose

KWHY 22 Spanish City: Los Angeles, CA Owner: NBC Universal

Station Info: Digital Full-Power - 486 kW

Market: Los Angeles

KDEN 25 Telemundo ID: "Telemundo Denver" City: Longmont, CO Owner: NBC Universal

Station Info: Digital Full-Power - 540 kW

Market: Denver

WVIT 30 NBC ID: "NBC 30"

City: New Britain, CT Owner: NBC Universal

Station Info: Digital Full-Power - 3090 kw

Market: Hartford-New Haven

KBLR 39 Telemundo ID: "Telemundo 39" City: Paradise, NV Owner: NBC Universal

Station Info: Digital Full-Power - 230 kW

Market: Las Vegas

KNSD 39 NBC

ID: "NBC San Diego" City: San Diego, CA Owner: NBC Universal

Station Info: Digital Full-Power - 370 kW

Market: San Diego

KXTX 39 Telemundo ID: "Telemundo 39" City: Dallas, TX

Owner: NBC Universal

Station Info: Digital Full-Power - 1000 kW

Market: Dallas-Ft. Worth

KTAZ 39 Telemundo City: Phoenix, AZ Owner: NBC Universal

Station Info: Digital Full-Power - 550 kW

Market: Phoenix

KHRR 40 Telemundo City: Tucson, AZ Owner: NBC Universal

Station Info: Digital Full-Power - 396 kW

Market: Tucson

WSNS 44 Telemundo City: Chicago, IL Owner: NBC Universal

Station Info: Digital Full-Power - 467 kW

Market: Chicago



WNJU 47 Telemundo ID: "Telemundo 47" City: Newark, NJ Owner: NBC Universal

Station Info: Digital Full-Power - 650 kW

Market: New York

KTMD 47 Telemundo ID: "Telemundo 47" City: Galveston, TX Owner: NBC Universal

Station Info: Digital Full-Power - 1000 kW

Market: Houston

KSTS 48 Telemundo ID: "Telemundo 48" City: San Jose, CA Owner: NBC Universal

Station Info: Digital Full-Power - 257 kW Market: San Francisco-Oakland-San Jose

KEJT-LP 50 Telemundo City: Salt Lake City, UT Owner: NBC Universal Station Info: Class-A - 37 kw Market: Salt Lake City

KNSO 51 Telemundo City: Merced, CA Owner: NBC Universal

Station Info: Digital Full-Power - 4170 kw

Market: Fresno-Visalia

WSCV 51 Telemundo ID: "Telemundo 51" City: Fort Lauderdale, FL Owner: NBC Universal

Station Info: Digital Full-Power - 1000 kW

Market: Miami-Ft. Lauderdale

KVEA 52 Telemundo ID: "Telemundo 52" City: Corona, CA Owner: NBC Universal

Station Info: Digital Full-Power - 54 kW

Market: Los Angeles

KVDA 60 Telemundo City: San Antonio, TX Owner: NBC Universal

Station Info: Digital Full-Power - 1000 kW

Market: San Antonio

WNEU 60 Telemundo City: Merrimack, NH Owner: NBC Universal

Station Info: Digital Full-Power - 80 kW

Market: Boston



RESEARCH

VIEWER TARGETED

Persons: 25-54 Men: 25-54 Women: 25-54

VIEWER PROFILE

Base: Adults 25-54

Median Age: 41.7

Median Individual Income: \$ 43,651 Median HH Income: \$ 74,653 Median Home Value \$238,635

Median # of Children in Household: 1.3 % Attended College: 68%

Source: MRI Doublebase 2007, Base: A25-54

VIEWER LIFESTYLE

Active Lifestyle	Index	Early Adopters	Index
15+ round trips by plane	152	Visited online blogs	130
Member of country clubs	149	Watched online video	130
Spent \$6,000+ on foreign vacation	148	Made personal or business travel plans online	128
Played golf/last 12 months	130	Listened to radio on the internet	127
3+ foreign business trip by plane	125	Imported vehicle bought new	120
3+ foreign vacation trips by plane	125	Spent \$300+ on computer software at home	119
Member of frequent flyer program	124	Spent \$3,000+ on home PC	119
Played tennis /last 12 months	122	Downloaded music	119
Any casino gambling	121	Made a purchase for personal or business use online	118
Dine out out 2+ times a week	121	Home owns a fax machine	116
Household owns vacation/weekend home	120	Have internet access at home	114
Any domestic trip for business (paid for by company)	117	Domestic vehicle bought new	114
3+ domestic round trips	107	Own a digital camera	113
Go to live theater/last 12 months	106	Made a phone call online	113
Go to museums/last 12 months	106	Own a laptop/notebook/tablet pc at home	112
Active Investors		Household owns any MP3 players	110
Tracked investments or traded stocks, bonds or		In the Know	
mutual funds online	146	Read Wall Street Journal	184
Value of owned home: \$500,000+	129	Read Newsweek	164
Own \$150,000+ in stocks	127	Read New York Times	154
Value of any stocks or any other market		Read Time	146
instrument: \$50,000+	120	Read PC Magazine or PC World	142
Own any securities	118	Visited a TV network or TV show's website	138
Have a money market account	116	Obtained information online about real estate	135
Used financial planning/money management counsel	116	Obtained latest news/current events online	133
Used a stock rating service	111	Obtained financial information online	131
Household owns investment real estate	108	Obtained information online for new or used	
Source: MRI Doublebase 2007, Base: A25-54. Indexed to national average.		car purchase	128

DAYPART VIEWING

			A25-54 Skew	
Daypart			W25-54	M25-54
Morning	Mon-Fri	6a-9a	43%	57%
Daytime	Mon-Fri	9a-4p	44%	58%
Weekend	Sat/Sun	6a-6p	58%	43%
Fringe	Mon-Fri	4p-7p	37%	63%
Prime	Mon-Fri	7p-11p	41%	59%
	Sat/Sun	8p-11p	55%	45%



NBC Entertainment

NBC Entertainment develops and schedules programming for the network's primetime, late-night, and daytime schedules. NBC's quality programs and balanced lineup have earned the network critical acclaim, numerous awards, and ratings success. The network has earned more Emmy Awards than any network in television history.

NBC's roster of popular scripted series includes critically acclaimed comedies like Emmy winners The Office, starring Steve Carell, and 30 Rock, starring Alec Baldwin and Tina Fey. Veteran, award-winning dramas on NBC include Law & Order: SVU, Chuck, and Friday Night Lights. Unscripted series for NBC include the hits The Voice, The Biggest Loser, Celebrity Apprentice, and America's Got Talent. NBC's late-night story is highlighted by The Tonight Show with Jay Leno, Late Night with Jimmy Fallon, Last Call with Carson Daly, and Saturday Night Live. NBC Daytime's Days of Our Lives consistently finishes among daytime's top programs in the valuable women 18-34 category. Saturday mornings the network broadcasts Qubo on NBC, a three-hour block that features fun, entertaining, and educational programming for kids, including the award-winning, 3-D animated series Veggie Tales. For more information visit nbc.com.

NBC News

NBC News has been a leading source of global news and information for more than 75 years. Every week, NBC News provides more than 30 hours of television news programming, including the top-rated NBC Nightly News with Brian Williams, Today, and Meet the Press programs. Dateline NBC and Rock Center with Brian Williams are the network's primetime newsmagazines. NBC is the only broadcast news division with an affiliated cable channel, MSNBC, which provides 24-hour-a-day coverage of news events around the globe. Online, MSNBC.com is the No. 1 video news site on the Internet. NBC News has also built an engaged following on Facebook, Twitter, and other social networks.

In addition to its leading news programs, the network's portfolio includes cutting-edge platforms such as NBC News Mobile and NBC News Radio, and innovative ventures such as Peacock Productions, an award-winning in-house production company; NBC Learn, the network's educational arm; NBC News Archives, a sales website leveraging over 70 years' worth of NBC News content; and TheGrio.com, a video-centric news community devoted to the African-American audience. NBCNewschannel is the network's liaison to over 200 affiliate stations across the country.

NBC Sports & Olympics

NBC Sports & Olympics, known for amassing large audiences while presenting the most prestigious properties in sports, represents superior production, broad promotion, and mutually beneficial partnerships, all designed to elevate the sport.

As evidence of its ability to amass large audiences, NBC Sports recently broadcast the Vancouver Olympic Games, the second-most-watched Winter Olympics in U.S. television history with 190 million viewers, and Super Bowl XLIII, which achieved the largest single audience in U.S. television history with a record 152 million viewers. NBC Sports is now home to seven of the top nine most-watched events in U.S. television history.

As America's Olympic Network, NBC has broadcast more Olympics than any other network and owns the rights to the Olympic Games through 2020. NBC Sports has broadcast 16 Super Bowls, tied with CBS for the most Super Bowls broadcast by a single network.



Bravo

With more breakout stars and critically acclaimed unscripted original series than any other network on cable, Bravo's original programming—from hot cuisine to haute couture—delivers the best in food, fashion, beauty, design, and pop culture to the most engaged, upscale, and educated audience in cable.

Currently available in more than 90 million homes, Bravo's arts and culture slate includes critically acclaimed creative competition and docu-series such as the Emmy- and James Beard Award-winning Top Chef, Emmy Award-winning Kathy Griffin: My Life on the D-List, and the 14-time Emmy-nominated Inside the Actors Studio. The network's slate also includes water-cooler sensations such as The Real Housewives franchise. Bravo reaches its unique audience through every consumer touch point and across all platforms on-air, online, and on the go, giving Bravo's fans a menu of options to experience the network.

Bravo has been an NBCUniversal cable network since December 2002 and was the first television service dedicated to film and the performing arts when it launched in December 1980. For more information visit bravoty.com.

Chiller

Chiller is the only network devoted to delivering viewers round-the-clock scares. Chiller's eclectic slate of adrenaline-fueled, soul-stirring entertainment includes classic drama and anthology series (Tales from the Darkside, Twin Peaks, Nightmare Cafe), international programming (Spine Chillers, Strange), and a broad offering of films, including feature-length premieres on the first Friday of each month. Chiller is currently available in over 33 million homes. To learn more, visit chillerty.com.

Cloo

Cloo is the new destination for crime and mystery fans. The network boasts the best catalogue of crime and mystery programming, from original series and contemporary scripted dramas to iconic programs and the genres' best movies. Cloo is available in more than 38 million homes. The Cloo website is located at http://www.cloo.com/.

CNBC

With CNBC in the United States and Canada, CNBC in Asia, CNBC in Europe, CNBC World, and CNBC HD+, CNBC is the recognized world leader in business news, providing real-time financial market coverage and business information to millions of households around the world. The network's 17 live hours a day of business programming in North America (weekdays, 4 a.m. to 9 p.m.) is produced at CNBC's global headquarters in Englewood Cliffs, N.J., and also includes reports from CNBC News bureaus worldwide. CNBC.com and CNBC Mobile Web (mobile.cnbc.com) offer real-time stock quotes and charts, CNBC's breaking news and analysis, and market and pre-market data. Additionally, CNBC.com provides videos, live streaming of events and market opens in Asia and Europe, and industry and topic-specific blogs from our award-winning reporters and guests. CNBC eaches more than 97 million U.S. households.

CNBC World

CNBC World is a 24-hour digital network offering live global financial market information and programming. CNBC World leverages the resources of CNBC business news from Asia and Europe to create a round-the-clock global business news network with live, in-depth market coverage from around the world. CNBC World is available in 36 million homes across the U.S. via cable and satellite.



Comcast Sports Group

Comcast Sports Group operates 14 local networks that deliver 2,400 sporting events annually and breaking news and analysis to more than 50 million cable and satellite homes. Comcast Sports Group's sports networks are: Comcast SportsNet Bay Area, Comcast SportsNet California, Comcast SportsNet Chicago, Comcast SportsNet Mid-Atlantic, Comcast SportsNet New England, Comcast SportsNet Northwest, Comcast SportsNet Philadelphia, SNY, The Mtn.—Mountain West Sports Network, CSS, and Comcast Sports Southwest. Comcast Sports Group also manages New England Cable News (NECN), the nation's largest regional news network, and The Comcast Network, based in Philadelphia and Washington, which delivers community-oriented programming.

E! Entertainment Television

E! is television's top destination for all things entertainment and celebrity. E! is currently available to 97 million cable and satellite subscribers in the U.S. and the E! Everywhere initiative underscores the company's dedication to making E! content available on all new media platforms any time and anywhere from online to broadband video to wireless to radio to VOD. Popular programming includes E! core franchises E! News, The Soup, Chelsea Lately, and Fashion Police as well as the network's hit series Keeping Up with the Kardashians, Kourtney and Khloé Take Miami, Kourtney and Kim Take New York, Kendra, and Holly's World. Additionally, E!'s "Live from the Red Carpet" signature events keep fans connected to their favorite stars on Hollywood's biggest nights.

G4

G4 offers the last word on gaming, technology, animation, interactivity, and "geek culture" for the male 18-34 demo. The network has given young guys of today's digital generation a television home. G4 is the No. 1 podcasted cable network in America and is available in 60 million cable and satellite homes nationwide. G4tv.com is a top web destination for video game news and information. The network's popular original programming includes Attack of the Show!, X-Play, American Ninja Warrior and Campus PD. G4 also continues to expand its live event coverage at CES, Comic-Con, E3, Tokyo Game Show and more. The network's key acquisitions include Heroes and Lost. G4's Multiplex features content on all possible digital platforms, including G4tv.com, G4 Mobile, G4 Podcasts, G4 on Demand, G4 Video Player, G4 Wii Portal, and G4 PS3 Portal.

Golf Channel

Golf Channel is a multimedia, golf entertainment and services company based in Orlando, Florida. Co-founded by Arnold Palmer, the Golf Channel cable network is available in more than 120 million homes worldwide through cable, satellite, and wireless companies. Exclusive partnerships with the world's top tours allow Golf Channel to feature more live golf coverage than all other networks combined, added to a programming schedule distinguished by golf's best news, instruction, and original programming. Golf Channel's digital platform of businesses is led by golfchannel.com, the No. 1 golf destination on the Internet, delivering unmatched coverage of the world of golf, as well as services that help the recreational player with how to play, what to play, and where to play golf.



MSNBC

Built on the worldwide resources of NBC News, MSNBC, the Place for Politics, defines news for the next generation with world-class reporting and a full schedule of live news coverage, political analysis, and award-winning documentary programming, 24 hours a day, seven days a week. MSNBC's home on the Internet is msnbc.com, which boasts the state-of-the-art technology of Microsoft and the first-rate reporting of NBC News. Employing the newsgathering resources of NBC News and its more than 200 affiliate stations, MSNBC offers viewers the highest-quality news coverage.

mun2

mun2 [moon–dos] is the lifestyle cable network for today's culture connectors: bicultural Latinos 18-34. As the uniquely American, bilingual network that amplifies the Latino experience, mun2 reflects the best of both worlds. From reality to music, on-air to digital, mun2 creates original content across a multiscreen platform. Part of the Telemundo Group, mun2 is distributed to more than 31 million households.

Oxygen Media

Oxygen Media is a multiplatform lifestyle brand that delivers relevant and engaging content to young women who like to "live out loud." Oxygen is rewriting the rulebook for women's media, with a vast array of unconventional and original content including The Glee Project, Bad Girls Club, Hair Battle Spectacular, and Tori & Dean: Home Sweet Hollywood. A social media trendsetter, Oxygen is a leading force in engaging modern young women, wherever they are, with popular features online including OxygenLive.com, the real-time social viewing party that is also available as an app for the iPhone and iPad. Oxygen is available in 77 million homes and online at and on mobile devices at www.oxygen.com. Follow us on Twitter at http://www.twitter.com/OxygenPR.

Sprout

Available in over 50 million homes, Sprout is the first 24-hour preschool destination available on TV, on demand, and online for children ages 2-5 and their parents and caregivers. The 24-hour digital channel, which launched in September 2005 along with the website (SproutOnline.com), is the only channel that follows the day of a preschooler from breakfast to bedtime with its distinctive, interactive programming and original hosted blocks. Sprout's VOD offering is the No.1 on demand service for younger children with over one billion views.

Sprout is a partnership among NBCUniversal, HIT Entertainment, PBS, and Sesame Workshop. Its program lineup of gold-standard, curriculum-based preschool shows includes: Sesame Street, Bob the Builder, Barney & Friends, The Wiggles, Thomas & Friends, Caillou, The Berenstain Bears, Roary the Racing Car, dirtgirlworld, and more.

Style Network

The Style Network is the destination for women 18-49 with a passion for the best in relatable, inspiring and transformational lifestyle programming. Style currently counts nearly 75 million cable and satellite subscribers and is the fastest-growing women's network in the U.S. Mystyle.com keeps women up to date on all of the latest fashion and beauty news on the web. Style's popular series include Tia & Tamera, Jerseylicious, Giuliana & Bill, Glam Fairy, Big Rich Texas, Clean House New York, How Do I Look?, Kimora: Life in the Fab Lane, Too Fat for 15: Fighting Back, and Ruby.



Syfy

Syfy is a media destination for imagination-based entertainment. With year-round acclaimed original series, events, blockbuster movies, classic science fiction and fantasy programming, a dynamic Web site (www.Syfy.com), and a portfolio of adjacent businesses (Syfy Ventures), Syfy is a passport to limitless possibilities. Originally launched in 1992 as SCI FI Channel, and currently in more than 99 million homes, Syfy is a network of NBCUniversal, one of the world's leading media and entertainment companies. (Syfy. Imagine greater.)

Universal HD

Available in 100% 1080i HD, Universal HD offers the best movies and sports programming in high-definition. Programming includes films like Cold Mountain, Dukes of Hazzard, King Arthur, and Little Miss Sunshine; series such as Nash Bridges, Six Feet Under, and Becker; and sports programming including WWE, PGA Golf, Notre Dame football, and the Olympic Games.

USA Network

USA Network is the No. 1 network in all of basic cable and is seen in more than 98 million U.S. homes. USA is the cable television leader in original series and home to the best in blockbuster theatrical films, acquired television series, and entertainment events. Its success has been driven by signature series such as Burn Notice, Monk, In Plain Sight, Law & Order: Criminal Intent, Psych, Royal Pains, White Collar, and the most recent addition, Covert Affairs. The award-winning USA website is located at usanetwork.com. Characters Welcome.

VERSUS

VERSUS prides itself on super-serving passionate sports fans across all platforms (VERSUS.com, VERSUS on Demand, VERSUS HD, and VERSUS 3D). Now in more than 75 million homes, the network is the cable television home of the National Hockey League, IZOD IndyCar Series, Tour de France, and Professional Bull Riders. One of the fastest-growing sports networks in the country the last couple years, VERSUS also airs NASCAR, NBA, UFC, Major League Baseball, and college football and basketball programming. The network is home to the best outdoor programming on television and airs original programs not available anywhere else, including The T.Ocho Show. VERSUS is distributed via cable systems and satellite operators throughout the United States.

The Weather Channel Companies

NBCUniversal, along with private equity firms Bain Capital and the Blackstone Group, owns The Weather Channel Companies (TWCC). TWCC is operated as a separate entity based in Atlanta, with management services provided by NBCUniversal. TWCC includes The Weather Channel Networks, The Weather Channel Interactive, and Weather Services International.

The Weather Channel Networks include television networks and products for radio, digital cable services, and interactive television. The primary network, The Weather Channel, is received by more than 99 million U.S. households, making it the second-most-distributed cable network. The Weather Channel is also available in high definition and includes programming shot in native HD. Weatherscan, an all-local, all-the-time service, is distributed primarily on digital cable.



The Weather Channel Interactive is the No. 1 weather provider on all digital platforms, including weather.com, The Weather Channel Mobile, and The Weather Channel Desktop. Weather.com is ranked in the top 15 most popular websites, with more than 30 million unique visitors per month. In addition, the company operates the most popular content site on the mobile Web, with more than 12 million unique visitors per month.

Weather Services International primarily provides business-to-business weather services, particularly for the media, aviation, marine, and energy sectors. A global leader in weather forecasting, it serves more than 5,500 clients in 45 countries.

International Television

NBCUniversal's International Television division includes Universal Networks International, International Television Distribution, and International Television Production. Universal Networks International delivers quality content and compelling brands to nearly 400 million subscribers in more than 150 territories across Europe, the Middle East, Africa, Latin America, and Asia. The portfolio includes the brands Syfy Universal, DIVA Universal, Studio Universal, Universal Channel, 13th Street Universal, E! Entertainment Television, the Style Network, and Golf Channel. Universal Networks International also operates Movies 24 and has an interest in the KidsCo joint venture.

International Television Distribution is responsible for the distribution of NBCUniversal product to all forms of television and new media outside of the U.S. and Canada. This includes a library of more than 4,000 feature films and 55,000 television episodes, including current and classic titles, non-scripted programming, sports, news, long-form and short-form programming, and locally produced content from around the world.

International Television Production was created in 2008 with the acquisition of U.K. production company Carnival, marking NBCUniversal's first significant investment in production outside the U.S. Since then, NBCUniversal International has acquired a second U.K. production company, Monkey Kingdom. The division is chartered with transforming NBCUniversal International into a leading destination for content creators and to drive growth through world-class international content with high production values.

CNBC's international operations include regional networks in Europe and Asia-Pacific that provide the latest market information, unrivalled coverage of breaking news, in-depth analysis, and interviews with business leaders. CNBC in Europe reaches more than 110 million households, in addition to leading banks, financial institutions, and hotels across Europe, the Middle East, and Africa. CNBC in Asia-Pacific reaches more than 70 million households in 21 countries.

Universal Television

Universal Television produces some of television's most critically acclaimed and successful television programs. In 2011, the studio garnered 49 Emmy nominations, including six for Outstanding Series: 30 Rock, The Office, Parks and Recreation, Friday Night Lights, Saturday Night Live, and Late Night with Jimmy Fallon.

The studio produces or co-produces series for broadcast networks and online outlets in a variety of dayparts and genres, including primetime, late-night, longform, and reality programming. Its current roster features Emmy-winning comedies The Office, 30 Rock, and critical favorite Parks and Recreation, as well as dramas House (one of television's top-rated series globally), Parenthood, and Friday Night Lights, among others. Additionally, the studio, along with Wolf Films, produces Law & Order: Special Victims Unit, which is part of the most successful drama series brand in television history. Many of these series have been honored with prestigious Emmy, Golden Globe, Peabody, SAG, AFI, and Humanitas Awards.



New scripted series produced by Universal Television for the 2011-2012 season include the dramas Prime Suspect, Smash, and Grimm and the comedies Whitney, Up All Night, Bent, and Best Friends Forever (working title).

Universal Television has a rich legacy comprising the merged entities of NBC Studios and the original Universal Television. The former NBC Studios first made its mark in the 1950s with NBC's hit western Bonanza and went on to create hit series including The Fresh Prince of Bel-Air, Providence, and Will & Grace. Universal Television was created in 1951, and its roster of memorable programs includes Leave It to Beaver, Columbo, The Rockford Files, Miami Vice, and Law & Order, among dozens of others.

Late-night programs include NBC's successful The Tonight Show with Jay Leno, Late Night with Jimmy Fallon, Saturday Night Live, and Last Call with Carson Daly.

Universal Cable Productions

Universal Cable Productions was established to create quality content—for USA, Syfy, and other networks—to be utilized across multiple platforms. Founded in July 2008, UCP is already a leader in innovative and critically acclaimed programming. The studio is in production on numerous television series, including USA and Syfy's recent summer hits Royal Pains and Warehouse 13, as well as Law & Order: Criminal Intent, Psych, In Plain Sight, and Eureka.

NBCUniversal Domestic Television Distribution

The NBCUniversal Domestic Television Distribution division is responsible for the sale of NBCUniversal product to all forms of television within the U.S. and Canada. This includes current television and film product as well as content from NBCUniversal's vast library (Universal Pictures, Focus Features, Universal Media Studios, Universal Cable Productions, NBC Late Night properties) in broadcast, basic cable, pay cable and subscription video-on-demand (SVOD) markets. Additionally, the division produces and distributes first-run programs to those platforms.

Current first-run strip syndicated programming from NBCUniversal Domestic Television Distribution includes Access Hollywood, Access Hollywood Live, The Jerry Springer Show, Maury, and The Steve Wilkos Show. Current first-run weekly syndicated programming includes The Chris Matthews Show, The Wall Street Journal Report with Maria Bartiromo, and the off-network distribution of 30 Rock, Friday Night Lights, House, Law & Order, Law & Order: Criminal Intent, Law & Order: Special Victims Unit, Monk, The Office, The Real Housewives franchise, and much more.

Film

Universal Pictures

Universal Pictures creates and distributes theatrical and non-theatrical filmed entertainment for a growing global marketplace. Universal's theatrical slate includes films developed internally, along with co-productions, acquisitions, and films developed by outside partners and distributed by the studio.



Universal also produces, acquires, and distributes direct-to-DVD titles, classic titles from the Universal library, consumer products (across all traditional categories, as well as interactive and wireless platforms), and specialty motion pictures under Focus Features. Through its international production group, the studio partners with eading international film companies to make and acquire films for wide commercial release or distribution in specific countries. Universal's content is released across traditional and digital distribution channels, including theatrical exhibition, physical and electronic home entertainment, pay and free television, and subscription on-demand services.

For almost a century, Universal has been known for its diverse slate of films. These include classics such as Jaws, E.T.: The Extra-Terrestrial, the Jurassic Park series, and Mamma Mial; high-concept comedies like Bruce Almighty, The 40-Year-Old Virgin, and Knocked Up; and homegrown franchises such as Back to the Future, Meet the Parents, Fast and Furious, and Bourne.

Over the years, Universal has achieved both popular success and critical acclaim with Academy Award-winning films such as Atonement, The Bourne Ultimatum, King Kong, Brokeback Mountain, Ray, A Beautiful Mind, The Pianist, and Lost in Translation. Classic, Academy Award-winning films from Universal include All Quiet on the Western Front (1930), To Kill a Mockingbird (1962), The Deer Hunter (1978), and Schindler's List (1993).

In 2007, Universal began an all-audience family film business with Illumination Entertainment. Its first production, the 3D CGI blockbuster Despicable Me, was one of the highest-grossing and most profitable films of 2010.

In addition to filmed entertainment, Universal produces live stage productions, including the cultural phenomenon Wicked and the 10-time Tony Award-winning Billy Elliot The Musical.

Universal Studios Home Entertainment

Universal Studios Home Entertainment (USHE) markets and distributes NBCUniversal's contemporary and classic theatrical and television product, spanning properties from the company's Universal Pictures, Focus Features, and NBCUniversal Media Studios, as well as DVD Original titles from Universal Studios Home Entertainment Family Productions and select third-party productions, including entertainment from Mattel. The company is also leading the way in exploring innovative technologies and in developing and adapting dynamic new initiatives for the burgeoning home entertainment market, including the adoption of the next generation high-definition format, Blu-ray.

USHE's vast catalog includes more than 4,000 feature films and thousands of television episodes, making it one of the largest and most celebrated in the industry. Among its most-prized properties are the film franchises: The Bourne series, The Fast and The Furious, The Mummy, The Hulk, American Pie, Bring It On, Jurassic Park, Curious George, The Land Before Time, and the legendary monster movies.

Some of USHE's latest high-profile offerings include Fast & Furious, Coraline, Role Models, Mamma Mia!, Wanted, Hellboy II: The Golden Army, The Incredible Hulk, American Gangster, Atonement, The Bourne Ultimatum, Knocked Up, The Kingdom, EasternPromises, I Now Pronounce You Chuck & Larry, as well as the latest seasons of Emmy-winning series 30 Rock, The Office, House, Battlestar Galactica, and Heroes.





DailyCandy

DailyCandy, the insider's irreverent guide to what's hot, new, and undiscovered, is a multiplatform media company delivering 3.4 million e-mail subscriptions via 26 editions in the U.S. and London. Since 2000, DailyCandy editors have scoured the corners of their cities to deliver the very best in style, food, fashion, and fun to a set of loyal and engaged female followers.

Read about under-the-radar neighborhood joints, fashion lines, and indie events in the daily e-mails. Need help navigating your city and the World Wide Web? DailyCandy.com serves as a one-stop resource for what to do, shop, eat, see, and experience. For those looking to score a deal, Swirl by DailyCandy features apparel and accessories at up to 70 percent off retail from brands we love. Our latest addition, DailyCandy Deals (currently available in New York and Philadelphia with more cities on the way), provides readers with exclusive savings at some of our favorite local businesses.

DailyCandy publishes twelve city editions (Atlanta, Boston, Chicago, Dallas, London, Los Angeles, Miami, New York, Philadelphia, San Francisco, Seattle, and Washington, D.C.), two national editions (Everywhere and Kids Ever where), and 12 weekly editions (Everywhere Deals plus 11 local Kids editions).

NBC.com

NBC.com, the Emmy Award-winning broadcast network website, is a leading online and mobile destination for television and interactive entertainment. With both derivative and web-exclusive programming, NBC.com pioneered the "360" experience with Heroes 360, which gave viewers a way to extend their entertainment experience beyond the broadcast, and the first weekly social networking experience attached to a primetime entertainment program with "Dunder Mifflin Infinity." The site offers full episode streaming of many NBC Entertainment shows as well as short clips, interactive games, and social networking, including user-generated content. NBC.com continually develops new ways for consumers to experience entertainment content on both existing and emerging platforms. The site is the recipient of multiple Emmy and Webby awards for its content and applications. Visit NBC.com for more information.

CNBC Digital

Since launching in December 2006, CNBC.com has become the online destination for accurate and actionable information, original reporting, and in-depth analysis of global business news. The site features real-time quotes and extensive charts, close to 30 original industry and topic-specific blogs authored by CNBC's award-winning journalists and guests, and an unprecedented amount of video. CNBC also has an extensive suite of digital products, including the CNBC Real-Time iPad and iPhone Apps and CNBC PRO, a premium, professional-level outline and mobile service.

Paid Programming

* The distribution of the Today's Sustainability series is maximized by purchasing the time on the network(s) which are most demographically suited for the target market of the series and the participants. This may include any NBC Universal networks and/or networks such as Fox/Fox Business, Discovery, TLC, Esquire TV and others.







WorldTV Available in Las Vegas

New York, April 2011 – WorldTV today announced the addition of international television to Caesars Palace's long list of guest amenities. Las Vegas guests staying at Caesars' Augustus and Octavius Towers now have access to channels from across Asia, Europe and the Middle East. The channels are available on a pay per day basis and reflect a growing trend in the hospitality industry that specifically caters to international clientele.

Through a partnership with Cox Hospitality Network, a leading provider of in-room guest video and data technology services, and GlobeCast WorldTV, the nation's leading distributor of international content, several other Las Vegas area hotels are adding international programming to their in-room television offerings.

In addition to Caesars Palace, in-language Arabic, Chinese, French, Greek, Italian, Korean, Portuguese, Russian and Spanish programming can also be found in world renowned properties like the Mandarin, Vdara and Aria hotels.

"Las Vegas is a top destination for international tourists and business professionals each year," said Lisa Coelho, Vice President of WorldTV. "Offering these guests with international in-room services not only enhances their experience but also promotes Las Vegas as a friendly destination to foreign travelers."

The full channel lineup includes Al Jazeera International (English), Antenna (Greek), ART (Arabic), ART Movies (Arabic), Beijing TV (Mandarin), CCTV-Entertainment (Mandarin), China Movie (Mandarin), Deutsche Welle (German), France24 (English), France24 (French), Gol TV (Spanish), Hunan TV (Mandarin), Kuwait TV (Arabic), MBC (Korean), Phoenix InfoNews (Mandarin), Phoenix North America (Mandarin), Rai (Italian), Rai News (Italian), RTPI (Portuguese), RTR Planeta (Russian), Russia Today (English), SIC (Portuguese), TVE Internacional (Spanish), TVE News (Spanish), Vesti (Russian) and YTN (Korean).







About Cox Hospitality Network

Cox Hospitality Network, a product of Cox Business, is the #1 provider of advanced in-room video-on-demand and high-speed Internet service in use by the hotel industry. These services include free-to-guest cable TV, hit movies on demand, adult programming, Internet TV, games, wired & wireless high-speed Internet and interactive guest services. Cox Hospitality Network provides services to over 100 hotel customers servicing over 125,000 hotel rooms, including 16 of the 20 largest hotels in the world.

About WorldTV

WorldTV is the leading aggregator and distributor of international television and radio programming in America. The service currently delivers more than 200 market leading television and radio channels in 35 languages representing 42 countries from Europe, the Middle East, Asia and Africa, via Direct-to-Home Satellite, Cable, Telco, IPTV and Hospitality Networks. WorldTV is a division of GlobeCast, subsidiary of France Telecom. www.globecastwtv.com





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WorldTV Partners with Nation's Largest Rural Telco to Deliver International Television to Multicultural Communities

WorldTV Channels Now Available to an Additional 70,000 Households

New York, April 2011 – WorldTV, a division of GlobeCast, today announced a new content distribution agreement that will see its international channels gain access to markets across the rural United States.

The agreement makes 13 of WorldTV's international services available to video customers residing in markets formerly controlled by Verizon, including markets in Arizona, California, Idaho, Illinois, Indiana, Michigan, Nevada, North Carolina, Ohio, Oregon, South Carolina, Washington, Wisconsin and West Virginia.

The former Verizon properties include approximately 4.8 million access lines, with 1 million high speed internet customers, 2.2 million long distance customers, 164,000 DirecTV customers and 69,000 FiOS video customers.

WorldTV, the leading aggregator and distributor of international content in North America, is supplying a variety of services, including rights management, content aggregation, fiber delivery and market research support for the new channels.

"We are extremely pleased to be able to expand the reach of these services," said Lisa Coelho, Vice President and General Manager of WorldTV. "This new service footprint offers many rich opportunities for international content, and we look forward to working hard to address these markets with additional content and services."





Channel Line Up



About WorldTV

WorldTV is the leading aggregator and distributor of international television and radio programming in America. The service currently delivers more than 200 market leading television and radio channels in 35 languages representing 42 countries from Europe, the Middle East, Asia and Africa, via Direct-to-Home Satellite, Cable, Telco, IPTV and Hospitality Networks. WorldTV is a division of GlobeCast, subsidiary of France Telecom. www.globecastwtv.com

FiOS Expands International Fare With World TV Adds Three Channels from GlobeCast Division

Verizon's FiOS TV pay-TV service has boosted its international content offerings by launching three new channels from World TV, a division of content management and delivery company GlobeCast.

The new channels are Phoenix North America (channel 1797), a Mandarin channel offering news and entertainment; Antenna (channel 1789), FiOS TV's first Greek channel, which offers a mix of programming including comedies, dramas, game shows and news; and YTN (channel 1761), the CNN news channel of Korea.

Phoenix North America will be sold along with CCTV4 (channel 1795) and CTI (channel 1796) in a new Chinese Mandarin package for \$15.99 per month, while YTN (channel 1761) joins a new Korean package that also includes MBC (channel 1760) for \$24.99 per month. Antenna will be sold by itself for \$14.99 a month.







With the additions, FiOS TV subscribers now have access to 35 international channels covering 21 languages. The three new channels will be available in all FiOS TV markets by the end of the week.



"International programming on FiOS TV offers a world of diverse channels in a growing variety of anguages," said Terry Denson, VP of content strategy and acquisition for Verizon, in a statement. "We are introducing our first Greek channel, along with new Korean and Mandarin channels, and delivering an expanding international offering with the amazing picture-and-sound quality that only FiOS delivers."

GlobeCast had previously signed a distribution deal with Verizon last year for international channels including Russian channel RTR Planeta, Romanian channels Pro TV and RSC1, and Portuguese channel RTPi, among others.

WorldTV Channels Content Distribution Lineup

The channels below are distributed via the following WorldTV partners: AT&T U-Verse, Cox Hospitality, Frontier Communications & Verizon FiOS TV

Al Jazeera International (English)

Antenna (Greek)

Beijing TV (Mandarin)

BN Bosnia (Bosnian)

CCTV-Entertainment (Mandarin)

China Movie (Mandarin)

CTN (Cambodian)

France24 (English)

France24 (French)

Gol TV (Spanish)

Hunan TV (Mandarin)

Kuwait TV (Arabic)

NTV Hayat (Serbian)

Phoenix InfoNews (Mandarin)

Phoenix North America (Mandarin)

Pro TV (Romanian)

Public TV of Armenia (Armenian)

RSC 1 (Romanian)

RTPi (Portuguese)

RTR Planeta (Russian)

Russia Today (English)

SIC (Portuguese)

TVE Internacional (Spanish)

TVE News (Spanish)

TVK (Cambodian)

Vesti (Russian)

YTN (Korean)

FIRST ADDENDUM TO FIRST AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND TODAY'S SUSTAINABILITY

This FIRST ADDENDUM is made and entered into on November 6, 2014, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and TODAY'S SUSTAINABILITY, INC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide filming and production services as directed by MCE staff dated October 17, 2014 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$25,000 for the filming and production services described within the scope therein; and

WHEREAS, the parties seek to revise the payment schedule of the Agreement in Exhibit B to include the payment of the balance of the placement fee;

WHEREAS the parties desire to amend the agreement to increase the contract amount by \$2,900 for a total not to exceed \$27,900.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibit B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of \$27,900.

2. Exhibit B is hereby amended to read as follows:

For services provided under this Agreement, MCE shall pay the Contractor \$25,000 upon receipt of first invoice and \$2,900 upon receipt of second invoice. In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$27,900 for the term of the agreement.

3. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

FIRST ADDENDUM TO FIRST AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND TODAY'S SUSTAINABILITY

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum on the day first written above.

CONTRACTOR:	MARIN CLEAN ENERGY:
Ву:	Ву:
Date:	Date:
	Ву:
	Date:



November 6, 2014

TO: Marin Clean Energy Board

FROM: Beckie Menten, Energy Efficiency Director

RE: Second Agreement with Bevilacqua-Knight, Inc. for Energy

Efficiency Program Technical Support Services (Agenda Item #04

- C.7)

ATTACHMENTS: A. First Agreement with BKi

B. Informal Bid Solicitation

C. BKi Response to the Solicitation

D. Proposed Second Agreement with BKi

Dear Board Members:

SUMMARY:

The proposed contract with Bevilacqua-Knight, Inc. (BKi) would provide MCE with technical support services to develop the energy savings metrics, eligible measure lists, and cost effectiveness calculations for the 2016 energy efficiency program application.

Background

Energy efficiency has always been an integral component of the MCE vision. The initial Business Plan included energy efficiency, and energy efficiency was included in the MCE Implementation Plan prepared in 2009. In February of 2012, the MCE Board approved the Marin Clean Energy's Energy Efficiency Program Plan, placing energy efficiency squarely amongst the programs of the MCE organization.

In July of 2012, MCE submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

- Multi-family
- Small commercial
- Single family utility demand reduction pilot program and
- Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

This application was approved on the 9th of November, 2012, allocating over \$4 million to MCE for the implementation of energy efficiency programs.

In November of 2012, MCE executed a contract with BKi to provide technical support services for the 2013 – 2014 Energy Efficiency Program Application. BKi offers a large team of energy efficiency professionals who have experience navigating the regulatory requirements of the CPUC. BKi provided significant expertise and assistance in reviewing E3 program calculators and in helping MCE achieve approval of final program documents for the 2013 – 2014 energy efficiency portfolio.

In late 2013, the CPUC initiated a rulemaking to introduce significant changes to ratepayer funded energy efficiency programs in California. As part of this proceeding, MCE seeks to expand its current suite of program offerings significantly to maximize cost effectiveness and provide a higher level service to the constituents of MCE.

MCE seeks to develop its application for 2016 and beyond programs early in 2015, and has identified the need for support from a technical consultant in order to achieve this deadline. The proposed scope of work focuses specifically on assistance in developing the technical components of an application to the California Public Utilities Commission. These include:

- Measure Identification: Compiling lists of eligible measures to be utilized in the energy efficiency programs. Where measures are not currently supported within the CPUC framework, the scope of work calls for identification of a 'workpaper,' or a document developed to justify savings assumptions to the CPUC and allow for inclusion of the measure in the portfolio.
- 2. Energy Savings Estimates: Drawing from the list of eligible measures and key information about the MCE service territory, the consultant would then provide initial energy savings estimates for the program.
- 3. Development of E3 Calculators: The E3 Calculator is developed by the firm Energy+Environmental Economics, E3, under contract to the CPUC and is the tool utilized by the CPUC to justify cost effectiveness of the portfolio. This highly complex, highly specialized tool requires detailed input of program measures, estimated installation rates, and program budgets (including incentive levels) to provide an overall estimate of the cost effectiveness of the program.

To support the high quality of application MCE is used to providing on an aggressive timeline, staff identified the need to bring on consulting services to assist with specific components of the application development. Staff developed an Informal Bid Package and invited solicitations from five energy efficiency vendors. BKi provided the sole response to this solicitation. Given the history of high performance BKi has delivered for the MCE programs in the past, as well as their existing relationships supporting both the Bay Area Regional Energy Network and the Southern California Regional Energy Network, staff feels comfortable with the proposal and recommends moving forward with this Agreement.

The requested contract amount of \$42,333 would be funded from the "Other Services" line item of the MCE budget. This is a one-time expense for the energy efficiency program to develop the application to the CPUC for 2016 energy efficiency programs.

Recommendation: Authorize execution of the Second Agreement with Bevilacqua-Knight, Inc. to provide technical consulting services for MCE's 2016 Energy Efficiency Program Application.

MARIN ENERGY AUTHORITY STANDARD SHORT FORM CONTRACT

FIRST AGREEMENT BY AND BETWEEN MARIN ENERGY AUTHORITY AND BEVILACQUA-KNIGHT INC.

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day November 1, 2012 and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and Bevilacqua-Knight Inc (BKI), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: Technical review of the MEA E3 calculator submission to the CPUC for the MEA Energy Efficiency 2013-2014 programs and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MEA, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The MEA agrees to make available all pertinent data and records for review, subject to MEA Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide MEA with his/her/lits Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of \$3,500.

5. TIME OF AGREEMENT:

This Agreement shall commence on **November 1, 2012**, and shall terminate on **March 31, 2013**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under Section 17 of this Contract to Indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The MEA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Contract Involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MEA may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MEA of Marin may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the MEA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MEA evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MEA.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Contract shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Contract. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MEA shall have the right, during regular business hours, to review and audit all records relating to this Contract during the Contract period and for at least five (5) years from the date of the completion or termination of this Contract. Any review or audit may be conducted on Contractor's premises or, at MEA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MEA. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the MEA may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mall.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

13. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the MEA. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

14. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

15. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MEA, as is evidenced in writing.

16. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

17. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MEA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract.

18. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MEA's constituent members in connection with this Agreement.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

Energy Authority: CONTRACTOR: By: Name: Stran Gitt		anager: Sarah Gardner	
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EXHIBIT A SCOPE OF SERVICES (required)

BKi SCOPE OF WORK for Technical Review of MEA E3 Calculator submission to CPUC for 2013-2014 Programs

BKi will identify and provide work papers for each non-DEER measure listed in the E3 calculators that were previously prepared and submitted by MEA to the CPUC. This will be accomplished in four steps:

- 1) Each measure "DEER Run ID" in the MEA E3 calculator submission will be compared with the CPUC DEER database. For those measures that do appear in the DEER database, BKi will identify if the values that appear in the DEER database differ from those in the MEA E3 calculator. NOTE: BKi completed this step for MEA previously—in the forthcoming effort, BKi will review the noted differences, to confirm that BKi has provided the latest DEER entries.
- 2) BKi will confirm those measures in the MEA E3 calculator that do not appear in the CPUC DEER database, and identity, if available, the name for the corresponding PG&E work paper. BKi will search the CPUC and other online archives for a copy of the work paper, and obtain the work paper if available.
- 3) For measures in the MEA E3 calculator for which BKi cannot locate the work paper or DEER measure under the name listed in the MEA E3 calculator, BKi will attempt to identify a similar work paper for the measure. These measures will be highlighted in its report to MEA as those that may need a different description to conform with a similar work paper, or if not, potential development of an appropriate work paper.
- 4) BKi will review the updated project counts for the measures in the MEA E3 calculator that have been adjusted to reflect the absence of an MEA financing program. BKi will check that the formulas were applied properly given the intent of reducing the measure penetration to 90% of the original level, or to the level indicated by MEA staff.

Please note that although BKi will attempt to point out circumstances where it is known that a work paper name provided in the MEA E3 calculator is out-of-date, the focus of the effort described above is to locate work papers based on the reference numbers provided in the MEA E3 calculators. If a more thorough review of all listed work papers is required, that can be arranged through and added onto this scope of work.

EXHIBIT B FEES AND PAYMENT SCHEDULE (required)

BUDGET

BKi will provide these services on a time and materials basis. BKi hourly rates are provided below--this effort will not exceed \$3,500 in services, unless otherwise requested, in writing, from an authorized MEA representative. The BKi team will provide these services in two phases, as follows:

Phase 1: BKi will complete steps 1 through 4 above, focusing on completion of steps 1 and 2 before moving onto step 3, locating as many work papers as possible. The results of the search will be shared with the MEA point-of-contact, and discussed during a follow-up conference call. Step 4 will be conducted on an 'as-needed' basis. Phase 1 effort will not exceed \$2,500.

Phase 2: At the option of MEA staff, BKi will continue to research those work papers that were not located during Phase 1. At the end of this effort, BKi will provide any additional work papers and updates to MEA discovered during Phase 2. The optional Phase 2 effort will not exceed \$1,000.

TOTAL effort, with projected BKI hours distribution between staff categories.

		Phase 1	Phase 2	total
	\$/hr	<u>hours</u>	<u>hours</u>	expected
Program Manager	132	4	<u>4</u>	\$1,056
Business Manager	125	<u>0.5</u>	<u>0.5</u>	\$125
Program Consultant	98	4	4	\$784
Program Coordinator	74	<u>20</u>	<u>10</u>	\$1,480

Informal Bid Solicitation: MCE Energy Efficiency Program Consultant

MCE seeks a consultant to help design the next phase of energy efficiency portfolios within the MCE service territory. MCE seeks a full suite of services to support our 2016 energy efficiency program applications, including technical support, input on program design, and measure identification for each of our proposed programs.

Introduction

Marin Clean Energy (MCE), California's first Community Choice Aggregator, has developed a robust Energy Efficiency (EE) program including offerings in the single family, multi-family and small commercial sectors, with financing available helping to optimize uptake in each program. MCE is well underway with planning for the implementation of the next phase of energy efficiency programs. As the California Public Utilities Commission (CPUC) moves to a longer term rolling portfolio cycle, MCE is considering programs that are more expansive in terms of goals, objectives and expectations, and pursue innovative use of emerging SmartMeter and associated data technologies. See Table 1 for a list of our new and existing programs. Please note that the list of new programs may change. MCE will provide a final list of programs prior to finalizing the contract.

Table 1. New and Existing MCE Programs

Program	Existing Program	New Program	Proposed Program Expansion in 2016
Multi-Family Program	X		X
Small Commercial Program	X		X
Single Family Program	X		X
Financing Program	X		
Industrial Program		X	
Agriculture Program		X	

Objectives

The objective of this work is to develop the following documents for each of MCE's programs to support the 2016 Program Application:

- List of measures to be incented and list of workpapers to be developed
- Cost effectiveness documentation (E3 Calculator)
- Evaluation, monitoring and verification plan

Qualifications

The consultant should be familiar with CPUC regulatory policies and tools, including the DEER database, the E3 calculator, and the workpaper process. MCE also seeks a consultant with the ability to think creatively about designing long term, integrated demand side management solutions with declining incentives tied to market transformation indicators.

Budget

We expect that the budget for this scope of work would be in the range of \$35,000-45,000; however we are open to proposals that include options that exceed this amount provided that budget assumptions are well documented.

Schedule

While the bulk of this work is anticipated before the end of 2014 with limited support into 2015, there is the expectation that the consultant will remain available to respond to questions from MCE, the CPUC, or another regulatory body on materials developed under this scope of work.

Please respond by no later than COB Friday, October 17th, with the following information:

- -A budget or range of budget showing services offered and associated costs, broken down by task and/or deliverable
- -A schedule
- -Resumes of key team members
- -References for your organization on similar work in the past
- -A statement on whether or not the MCE boiler plate contract language (see attachment 1) will work for your organization.

Please direct questions related to this opportunity to Sarah Estes-Smith, at sestes-smith@mcecleanenergy.org or (415) 464-6028.

Attachment A: Proposed Scope of Work

The scope of work is comprised of the following tasks and each should be detailed in the proposed budget.

Task One: Program Design Support

1a. Review proposed program design provided by MCE and provide written input on design and delivery of program.

1b. Review MCE's program logic models and provide written comments.

Deliverables:

- Kick-off meeting with MCE staff to discuss program design
- Written comments on program design and logic models

Task Two: Program Savings Impacts

- 2a. Review MCE proposed measure list.
- 2b. Recommend new measures for inclusion and identify workpaper needs.
- 2c. Develop annual savings estimates for each program based on the measures proposed and the specifics of MCE's service area.

Deliverables:

- Final measure list
- List of workpapers to be developed
- Savings estimates, including clearly defined assumptions and supporting documentation, for each program

Task Three: Cost-Effectiveness Calculations

- 3a. Recommend incentive levels.
- 3b. Prepare E3 calculators for each program and the portfolio overall.
- 3c. Make suggestions to refine program design as necessary to achieve a portfolio wide TRC of 1.25.

Deliverables:

Draft and final E3 calculators

Task Four: Evaluation, Monitoring, and Verification Plan Development

4a. Develop EM&V plan for evaluating program impacts to provide a continuous feedback loop. The plan should identify data to be collected on an ongoing basis, a strategy for gathering these data and an analysis plan.

4b. Recommend Market Transformation Indicators (MTIs) and a strategy to collect baseline data for each indictor.

Deliverables:

• EM&V plan (intended to be included in PIP) including list of MTIs

Attachment A: Proposed Scope of Work

Task Five: Ongoing Support as Needed

5a. Consultant to remain available to respond to questions by MCE, CPUC, CEC or another relevant body on items developed under this scope of work. Please reserve 10% of total budget for ongoing support.

Deliverables:

• TBD

Table 2. Deliverables and Due Dates

Deliverable	Due Date	
Task One		
Kick-off meeting with MCE staff to discuss program design	November 3, 2014	
Written comments on program design and logic models	November 14, 2014	
Task Two		
Final measure list and list of workpapers	December 1, 2014	
Program savings estimates	December 1, 2014	
Task Three		
Final E3 Calculators	December 12, 2014	
Task Four		
EM&V plan including list of MTIs	January 1, 2015	
Task Five		
Ongoing support	Ongoing	

Agenda Item #4-C.7, Att. B: Informal Bid Solicitation

Attachment B: MCE Standard Form Agreement for Services

MARIN CLEAN ENERGY STANDARD SHORT FORM CONTRACT

FIRST AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND VENDOR

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day MONTH DAY, 2014 by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and CONTRACTOR, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services:

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall invoice MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of \$00.

5. <u>TIME OF AGREEMENT</u>:

This Agreement shall commence on **Month Day**, **2014**, and shall terminate on **Month Day**, **2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold the MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

Attachment B: MCE Standard Form Agreement for Services

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. **SUBCONTRACTING**:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for

Attachment B: MCE Standard Form Agreement for Services

such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, the MCE may terminate this Agreement by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE 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. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from the MCE's contact person referenced in paragraph 19. NOTICES below.

19. <u>NOTICES</u>

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Agreement Manager and all notices shall be given to MCE at the following location:

Contract Manager:	Sarah Estes-Smith, Administrative Associate
MCE Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Agenda Item #4-C.7, Att. B: Informal Bid Solicitation

Attachment B: MCE Standard Form Agreement for Services

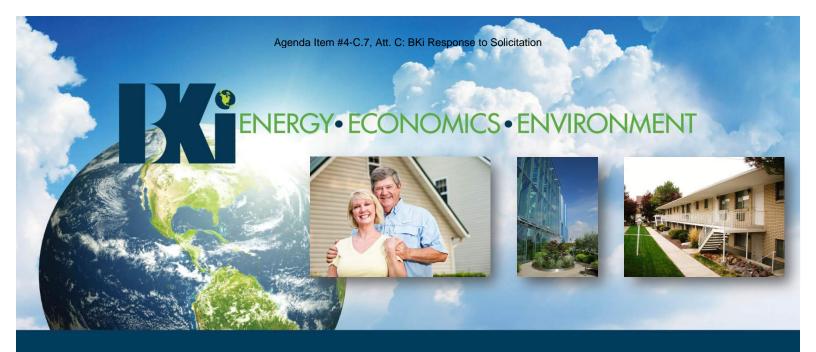
Notices shall be given to Cor	ntractor at the following	address:		
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20. ACKNOWLEGEMENT	OF EXHIBITS			
		Check applicable Exhibits	CONTRACTOR'S INITIALS	
EXHIBIT A.	⊠ Scope of	Services		<u></u>
EXHIBIT B.	⊠ Fees and	Payment		
IN WITNESS WHEREOF, the	e parties have execute	d this Agreement on the date first al	pove written.	
APPROVED BY Marin Clean Energy:		CONTRACTOR:		
By: Executive Officer		By:		
Date:				
By:Chairman		Date:		
Date:				
MCE COUNSEL REVIEW A	ND APPROVAL (Only	required if any of the noted reason	on(s) applies)	
☐ Standard Short	Form Content Has B w by MCE Counsel at	een Modified Marin Clean Energy's Request		
MCE Counsel:			Date:	

Attachment B: MCE Standard Form Agreement for Services

EXHIBIT A SCOPE OF SERVICES (required)

Attachment B: MCE Standard Form Agreement for Services

EXHIBIT B FEES AND PAYMENT SCHEDULE



MCE Energy Efficiency Program Consultant Informal Bid Solicitation Response

October 17, 2014

Submitted to:



Submitted by: Scott Fable, Senior Program Manager Bevilacqua-Knight, Inc. (BKi) 1000 Broadway, Suite 410 Oakland, CA 94607 sfable@bki.com

Phone: 510.463.6106



Proposing Firm Summary

BKi will provide MCE with excellent and cost-effective support and services as part of this Energy Efficiency Program Consultant Informal Bid Solicitation. This effort will benefit from BKi's:

- **Experience and proven results:** We design, implement, and report on large-scale complex programs for water and energy innovations that deliver results on time and on budget.
- Skilled Analytical and Computational Know-how: We have provided energy savings modeling and analysis for CPUC regulatory compliance filing for both IOUs and RENs. In particular, we prepared the E3 calculators for the entire BayREN and SoCalREN resource program portfolios for the 2013-14 and 2015 program filings to the CPUC.
- Capacity for rapid deployment: We are industry experts in regulatory requirements, procurement protocol, financial controls, budget and schedule management, forecasting, subcontractor management, quality assurance, rebate processing, and project tracking and reporting.
- Stakeholder Engagement and Quality Controls: BKi has a strong history of quality control and stakeholder engagement that informs program design, development, and program evaluation, monitoring, and verification (EM&V), so that EM&V needs are identified up front and delivered throughout the program implementation cycle.

Budget and Scope

BKi offers to provide the complete Energy Efficiency Program Consultant Scope of Work defined in the Informal Bid Solicitation and outlined in Table 1. BKi staff will perform all tasks, and retain subcontractor AEA for technical support, mainly for the Multifamily Program and Commercial Program elements. Depending upon the specific activities proposed by MCE in the Industrial and Agricultural Programs, BKi may also engage qualified industry experts for additional input and minor support. The budget in Table 1 includes all work anticipated under this proposal, based on the team members' respective standard Time and Materials rates, and includes a 10% budget reserve (Task 5) for follow-on support in 2015.

Table 1. Budget and Scope of Work, with Deliverables

TASK DESCRIPTION, WITH DELIVERABLES	BUDGET
Task 1. Program Design Support Kick-off meeting, written comments on program design and logic models	\$5,800
Task 2. Program Savings Impacts Review MCE proposed measures, recommend new measures, ID workpaper needs, prepare annual savings estimate for each program with assumptions/support	\$14,600
Task 3. Cost-Effectiveness Calculations Recommend incentive levels, prepare E3 Calculators, suggest refinements	\$9,700
Task 4. EM&V Plan Development Develop EM&V plan, data collection strategy, and analysis plan; ID market transformation indicators (MTIs) and strategy for MTI baseline data	\$8,000
Task 5. Ongoing Support, as Needed	\$4,233
TOTAL	\$42,333

Deliverable Schedule

BKi will provide the interim and final deliverables identified Table 2 below. These deliverable dates presume the Kick-off Meeting occurs as scheduled. We have added interim draft deliverables to Tasks 2, 3, and 4 in order to ensure that work proceeds toward completion in a timely manner.

Table 2. Schedule of Interim and Final Deliverables

TASK DESCRIPTION, WITH DELIVERABLES	Due Date
Task 1. Program Design Support	
 Kick-off meeting with MCE staff to discuss program design 	11/3
 Written comments on program design and logic models 	11/14
Task 2. Program Savings Impacts	
Provide interim measure list to MCE	11/21
 Provide final measure list and list of needed workpapers 	12/1
• Prepare annual savings estimate for each program with assumptions/support	12/1
Task 3. Cost-Effectiveness Calculations	
Prepare draft E3 calculators, suggest refinements	12/8
Prepare final E3 Calculators	12/12
Task 4. EM&V Plan Development	
 Develop draft EM&V plan (includes analysis plan and data collection strategy) 	12/22
Develop final EM&V plan	12/31
 Recommend market transformation indicators (MTIs) and strategy for MTI baseline data collection strategy 	12/31
Task 5. Ongoing Support, as Needed	Ongoing

Statement of MCE Contract Terms

BKi takes no exception to the terms within the MCE Standard Form Agreement for Services indicated in Attachment B of this Solicitation.

Resumes for Key BKi TEAM Personnel

Full resumes for the key BKi Team personnel are provided in Appendix A. A list of key personnel and a summary of their experience and qualifications are provided below.

Scott Fable, Senior Program Manager

Scott has worked with multiple California utility and local government rebate programs, including efforts with PG&E, SCE and SoCalGas, and the Bay Area and Southern California Regional Energy Networks (RENs). He leads the development and implementation of rebate program analysis and data management processes for SMUD Home Performance Program. He also assists the RENs in coordinating with the California Public Utility Commission on technical, reporting, cost-effectiveness, and EM&V issues for all REN programs—including Single-family, Multifamily, Financing, and Codes and Standards).

Chris Bradt, Senior Program Consultant

Chris has extensive experience working on building water and energy retrofit programs. He manages the Bay Area REN On-Water Bill pilots with Town of Windsor, City of Hayward, and East Bay Municipal Utility District. He has worked with Energy Upgrade California for Sonoma County and the Association of Bay Area Governments, assisting with program design coordination, marketing and outreach, information technology and web development, workforce development, and program reporting and tracking.

Rebecca Brown, Senior Program Consultant

Rebecca has worked closely with PG&E, SMUD, SCE and SoCalGas in implementation of Energy Upgrade California. She manages BKi's role on the SMUD Home Performance Program, including leading the quality assurance sub-program, managing and analyzing data, developing retrofit project contractor tools and templates, and contributing to program policy design and implementation.

Lacey Tan, Senior Program Coordinator

Lacey works with ABAG, StopWaste.org and the Regional Climate Protection Campaign. She assists in program design and implementation, program budget support, data management including system administration and development, marketing and outreach, and program reporting and tracking. She also serves as an events coordinator, managing all logistics including meeting schedules, developing agendas, recruiting speakers and communicating with program partners and stakeholders.

Michael Northam, Junior Program Coordinator

Michael supports the SMUD Home Performance Program and Bay Area REN On-Water Bill pilots. His role includes database maintenance and reporting, project submission tracking and review, and data analysis.

Key Personnel for AEA (subcontractor)

Andrew Brooks, Director of West Coast Operations

CEM, CEPE, GPR MF, BPI Building Analyst MF Building Operator, MF Building Analyst

Nick Dirr, Director of Technical Services

LEED AP, CEM, GPR MF, BPI MF Building Operator, MF Building Analyst, Building Analyst

John Neal, Senior Project Manager

CEPE, GPR MF, Building Operator, MF Building Analyst, Building Analyst, Envelope Professional, Heating Professional

Rachel Harmon, Senior Program Manager

LEED BD+C, HERS, GPR MF, BPI Building Operator, MF Building Analyst

Qualifications for BKi Team

BKi provides below examples of past and current work that will inform our review of the 2015 MCE energy efficiency programs. We will leverage our collective experience in the subject areas to build our recommendations for program design, EM&V plan development, data collection and analysis strategies, and energy savings / E3 calculator development. Additional references are available upon request.

Residential Building Program Development

San Francisco Bay Area Regional Energy Network (BayREN)

BayREN is a joint effort of the nine Bay Area counties and the Association of Bay Area Governments (ABAG) to promote energy efficiency through regional programs focused on home upgrades, financing tools, and energy codes and standards. BKi provides support and services that empower the BayREN Counties to be leaders in the management and implementation of energy efficiency programs in Northern California. Specific program support includes:

PAYS® On-Water Bill Financing Program

Regional Climate Protection Campaign | Lauren Casey, (707) 565-5379 | January 2013-Present BKi is working with BayREN and the Sonoma County Regional Climate Protection Authority (RCPA) to design and implement On-Water Bill pilot programs with three municipal water utility partners (the Town of Windsor, the City of Hayward, and East Bay Municipal Utility District). BayREN work is based upon BKi and RCPA efforts to launch Windsor Efficiency PAYS® in 2012 under the Better Buildings Program. Windsor's program enables residents to purchase and pay for cost-effective, resource-efficient products through a surcharge on their water bill. Through 2014, BKi will have managed \$1.3 million of funding from the Department of Energy and California Public Utilities Commission to implement On-Water Bill pilots with BayREN utility partners. This includes oversight of program design, water conservation calculations and measure evaluation, and development of pilot forms, contracts, and program tools (calculators, billing system supports, etc.) that can be used by individual utilities when implementing a PAYS program.

Codes and Standards Program

Association of Bay Area Governments | Daniel Hamilton, (510) 464-7923 | April 2013–Present The BayREN Codes and Standards Program is a locally driven effort of local governments to reduce energy use in buildings through improved design and construction. BKi leads the Program's reporting and administrative efforts and provides primary support for the Program's Education and Training activities, and Policy Support and Advocacy activities. This includes coordination with program partners through biweekly check-ins, and a regular tracking and reporting schedule to ensure that all Program elements are within budget targets and deliverables are achieved. BKi manages scheduling, venue logistics, and associated budget and cost requirements for Program Trainings. The firm also coordinates the bi-monthly Regional Codes and Standards Forum meetings with multiple partners and stakeholders, a task that has involved 7 events with an aggregated attendance of over 350 Bay Area local government staff and sustainability professionals.

Multifamily Program

StopWaste.Org | Karen Kho, (510) 891-6509 | June 2013 - December 2015

The San Francisco Bay Area Regional Energy Network (BayREN) is a joint effort of the nine Bay Area counties and the Association of Bay Area Governments (ABAG) to promote energy efficiency through regional programs focused on home upgrades, financing tools, and energy codes and standards. The BayREN Multi-Family Program will offer technical assistance and a bundled measure rebate to encourage installation of two or more measures that will result in a program average of 12% whole-building energy savings. Regionally, the program aims to serve 9,000 units with technical assistance and incentivize 5,000

units with the bundled measure rebate. BKi is the prime contractor for the Bay REN Multifamily subprogram responsible for reporting, oversight, and quality control of Association for Energy Affordability and Benningfield Group's deliverables.

Better Buildings Program (BBP)

County of Los Angeles | Howard Choy, (323) 267-2006 | June 2010-Sept 2013

BKi managed implementation of the Retrofit California Better Buildings Program Grant led by Los Angeles County. The BBP California Team developed a portfolio approach to test the implementation of eight innovative program concepts in four geographically, economically, and demographically diverse regions (Los Angeles, San Francisco Bay Area, Sacramento, and San Diego). BKi oversaw project achievements and accounting of grant funds, tracked program outcomes and expenditures, and implemented a strategy and approach that was consistent throughout the four regions to ensure goals and objectives were being met within the budget and timeline. This large scale project was part of BKi's work to manage the development and implementation of building retrofit programs for the County of Los Angeles; streamlining property owner and contractor participation, and administration processes and implementing effective marketing and outreach methods to inform and motivate property owner participation.

- United four geographically, economically, and demographically diverse regions: Los Angeles, San Francisco Bay Area, Sacramento, and San Diego
- Developed reporting processes to follow Federal funding requirements including Title 10 CFR part
 420 and 600 and OMB (Office of Management and Budget) Circulars
- Developed monthly budget, invoice and narrative templates and guidelines for 38 grant tasks
- Developed expense guidelines including allowable incentive costs, travel and per diem rates
- Established Steering Committee made up of staff from local agencies and facilitated monthly conference calls for ongoing coordination and updates
- Developed 8 Pilot Program subcommittee structures and processes, outlining committee purposes, outcomes, member roles and commitments, and meeting schedules
- Managed the EM&V Committee, responsible for evaluating, measuring, and reporting on overall program effectiveness

Retrofit Bay Area

Association of Bay Area Governments | Jerry Lahr, (510) 464-7908 | Sept 2010-April 2012

BKi organized and supported the development of an ARRA grant to implement Retrofit Bay Area, a comprehensive community-scale building retrofit program covering eight Bay Area Counties. BKi was selected by StopWaste.org and RCPA to support program design, implementation, and administration. BKi provided administrative support, completed key regional deliverables, and provided oversight of subconsultants charged with completing various regional deliverables. Administrative activities included:

- Managed extensive multi-partner team of 8 counties and the Association of Bay Area Governments
- Oversaw Master Agreement contract approvals and amendments with the CEC and coordination of 8 sub awardee agreements and 34 additional subcontracts
- Developed reporting processes to follow the stringent standards outlined in ARRA Section 1512
 Metrics Reporting
- Developed monthly budget, invoice and narrative templates and guidelines for 21 grant tasks
- Documented compliance for required permits, waste management plans, and historic preservation
- Established grant Steering Committee with staff from County agencies and principal subcontractors
- Created a region-wide Program Advisory Committee that included Steering Committee members, as well as nominated representatives from industry sectors and other stakeholder organizations

- Coordinated sub awardee/subcontractor input for the Kick-off Meeting, two Critical Program Review Meetings, a Department of Finance Audit, and the Final Report/Final Meeting
- Developed Grant Final Report, including infrastructure and processes for compiling goals, lessons learned, best practices and content on program effectiveness for all program activities

Energy Upgrade California (EUC)

County of Los Angeles | Howard Choy, (323) 267-2006 | May 2010-Present

BKi led the team that developed Energy Upgrade California in Los Angeles County under American Recovery and Reinvestment Act (ARRA) funding. This was the state's first community-scale whole house residential program fielded by a local government implementer. BKi's role included project administration, management of an extensive multi-partner team, ARRA reporting, stakeholder coordination (e.g., CEC, CPUC, IOUs), workforce development, and oversight of all programmatic work.

This portfolio of residential programs was successfully transitioned in 2013 to the ratepayer funded Southern California Regional Energy Network (SoCalREN). BKi's current role includes management of all EUC programs and administration of Los Angeles County's Commercial PACE program, as well as two conventional financing programs for homeowners. EUC programs under BKi management include the Home Upgrade single-family incentive program, Multifamily Incentive program, marketing education and outreach, contractor recruitment and training, contractor co-op marketing, green real estate programs, administration, and regulatory reporting.

SMUD Home Performance Program

Sacramento Municipal Utility District (SMUD) |Jim Mills, (916) 732-6798|July 2010-Present BKi designed the ongoing SMUD program and manages contractor support, QA, rebate processing, data analysis, and data reporting aspects for the California Building Performance Contractors Association (CBPCA). This highly successful whole house program is similar to those of PG&E, SCE (jointly with SoCalGas), and SDG&E. BKi has developed and implemented streamlined program reporting, job approval, and QA processes for the program.

Whole House Retrofit Program, Energy Upgrade California

Southern California Edison (SCE) | Amri Christianto, (626) 633-3044 | 2006 - 2009

This was a major subcontract (under ICF International) including program design and refinement, energy use data and savings modeling verification. BKi has developed and coordinated contractor outreach efforts to bring residential retrofit contractors into the utility rebate program through orientation and recruitment presentations in meetings and webinars (online video also in process) to contractor audiences throughout Southern California. Outreach efforts have been coordinated with other Energy Upgrade California organizations, contractor trade and membership organizations, and local government and educational institutions in order to maximize exposure. BKi has guided the data collection process and energy simulation methodology development for the rebate reservation and application process. BKi was also a partner with CBPCA in the prior 3-year pilot program for Edison, with similar responsibilities.

Energy Upgrade California (EUC)

StopWaste.Org | Karen Kho, (510) 891-6509 | Oct 2010 - March 2013

BKi provided a range of technical assistance services to support the Energy Upgrade California program in Alameda County, formerly called "Green Packages." The program developed a set of verifiable standards to be used for financing and conducting energy efficiency retrofit projects. BKi also focused on workforce development – facilitating the development and delivery of over 20 professional training sessions for more than 500 retrofit contractors, as well as providing ongoing support to local contractors.

Commercial Building Program Development

Savings by Design (a California-investor-owned-utility-sponsored energy efficiency program)

Savings by Design was set up to provide technical assistance and incentives for nonresidential new-build projects that incorporate energy efficiency using either a whole building approach or a systems approach and continues to provide these impacts to the present day. BKi designed its strategy and communication tools to overcome barriers to integration of energy efficient design from the outset of the design process.

Services provided over a seven-year span included the website design and maintenance, print and electronic program overview brochures, and administration and publicity for the annual Energy Efficiency Integration Awards co-sponsored by the American Institute of Architects, California Council including logistics, speech writing, presentation graphics, feature articles, award certificates, calls for entry, and juror commentary summaries.

Savings by Design, which received the Achievement in Energy Services Award from the Association of Energy Services Professionals, grew to encompass 3,132 California projects (206.7 million sq. ft.), with \$32.5 million in incentives to owners and design teams, 478 million kWh savings, 106 MW savings, 278,000 tons CO2 savings by 2006. It also won a prestigious Achievement in Energy Services Award from AESP.

Energy Design Resources (a California-investor-owned-utility-sponsored program)

Energy Design Resources provides energy efficiency information, resources, and design software tools to architects, engineers, and developers. Initially focused on nonresidential new construction, the mission has expanded to serve the retrofit market as well.

We built the original branding and material style guide, established and hosted the original database-driven website, designed and packaged a variety of resource tools for the building design community including design guide, building simulation software, case studies, and design briefs authored by other industry subject matter experts. We also wrote and published a bi-weekly topic-driven e-newsletter.

The Energy Design Resources website, which was an Honors Winner in the iNOVA Competition for Excellence in Corporate Websites, helped achieve a registered user base of nearly 3,500 worldwide by 2006. www.energydesignresources.com

Lighting Information Office for the Electric Power Research Institute (EPRI)

For over a decade, BKi contributed management support services and technology development consulting to EPRI's Lighting Information Office (LIO), which provided users with the information on new lighting products, applications, guidelines, and lighting research being conducted by EPRI and others. As part of this effort, BKi produced a quarterly newsletter covering new lighting developments and R&D activities of utilities, government, industry, and EPRI, as well as regular Lighting Bulletins, which included answers to commonly asked questions about technical issues in the commercial lighting field.

Small Business Energy Alliance (administered by two California-investor-owned-utilities)

We created brand recognition to support market demand for this program, which offered free energy audits and up-front cost sharing on energy-saving retrofits for small businesses. Measures covered lighting, smart thermostats, A/C and refrigeration tune-ups, high-efficiency A/C replacement. The program exceeded recruitment and kWh goals from 2001 until 2009, and further succeeded in engaging local governments to contribute redevelopment funding and sponsor zero interest loans. This program was recognized as a top performer nationwide by the U.S. EPA's Energy Star® for Small Business and Congregations program.

Southern California Edison (SCE) Energy\$mart Thermostat Program

In support of this A/C cycling DR program for small businesses, we edited DR thermostat program information into persuasive communication tools, launched an expedited recruitment campaign for small

commercial customers in the Coachella Valley, California, and wrote and presented a white paper on how to use the diffusion theory to promote a DR program to a hard-to-serve market segment. Working through utility public affairs, local governments, business organizations, and local media, the campaign exceeded utility goals for sign-ups by 100%; exceeded goals for field visits by 50%; and achieved an 85% close rate when teamed with local Chambers of Commerce. The program won the Association of Energy Services Professionals' Innovation in Marketing Award.

SCE Fontana Circuit Saver Program

Leveraging the endorsement and co-branding of the City of Fontana, we helped this LBNL Demand Response Spinning Reserve Research Program for residential and small commercial A/C cycling exceed recruitment goals for deployment of a device that would cycle off air conditioning in one of SCE's hotter climate zones. The project laid the groundwork for additional saturation of logging and evaluation equipment for studying AC usage.

San Diego Gas & Electric's Summer Saver Program

We used existing communications materials and leveraged community influencers for this fast-track outreach effort to support A/C cycling DR for small businesses, which included installation of digital control units from Comverge. Some 12,000 small businesses were recruited to the program in less than two years.

Financing Program Development

Home Energy Loans and Cool Comfort Financing

County of Los Angeles | Howard Choy, (323) 267-2006 | Oct 2012-Present

BKi partnered with Renewable Funding and Matadors Community Credit Union to develop, administer, market, and manage the Home Energy Loans program and Cool Comfort Financing. These programs use a loan loss reserve fund to reduce the lender's risk and provide lower interest rates to homeowners. Both programs require intensive contractor recruitment and training, integration with County and Utility programs, and marketing.

LA County Commercial PACE Program

County of Los Angeles | Howard Choy, (323) 267-2006 | Feb 2013-Present

BKi currently administers the LA County Commercial PACE program. In this role BKi manages project development, marketing, training, and application processing. BKi has extensive experience managing PACE developers and supporting Commercial property owners through the PACE application process. A key role for BKi is to reduce the County's risk in issuing bonds by carefully screening applicants and investors to ensure that loan packages are compliant with program requirements.

Windsor Efficiency PAYS® On-Water Bill Financing Program

Regional Climate Protection Campaign | Lauren Casey, (707) 565-5379 | Aug 2010-April 2013

As part of the Sonoma County Regional Climate Protection Authority's Better Buildings Program, BKi worked with the RCPA and the Town of Windsor, California to pilot a tariffed On-Water-Bill financing program. BKi led program design and implementation for Windsor Efficiency PAYS®, which enables Windsor residents to purchase and pay for cost effective, efficiency products through a surcharge on their water bill. The BayREN PAYS Program is rooted in lessons learned from the Better Buildings Program (DOE) funded Windsor Efficiency PAYS® pilot. Under BayREN, Windsor is expanding Windsor Efficiency PAYS to include a Commercial Landscaping Component, which will promote installation of weather-based irrigation controllers and turf conversion. www.windsorefficiencypays.org

City of Hayward; Green Hayward PAYS®

Green Hayward PAYS® will focus on multifamily residential indoor plumbing fixtures, common area energy measures that deliver savings to the property owner (lighting, hot water distribution, HVAC upgrades, etc.),

and multifamily and commercial weather-based irrigation controller installation. Committed to serving up to 2,000 multifamily units, Hayward is interested in expanding a successful PAYS program to serve more multifamily properties and additional customer classes and technologies, including solar hot water projects in municipal buildings.

East Bay Municipal Utility District; EBMUD WaterSmart PAYS®

EBMUD WaterSmart PAYS® will focus on multifamily residential indoor plumbing fixtures and single family, multifamily and commercial weather-based irrigation controller installation. EBMUD test projects in Q4 2014 and Q1 2015 will inform a Phase 1 PAYS pilot for EBMUD's 1.3 million water customers.

Efficiency PAYS® Program

Efficiency PAYS® is a self-funding on-bill repayment model for conservation programs to help customers install water efficiency measures with no up-front cost. Participating customers realize immediate net financial savings with no up-front cost and no new debt. Instead, participants pay for measures through a regular surcharge attached to their meter service, with the assurance that their savings will exceed their surcharge. Participants repay all program operation and oversight costs over time through the surcharge, making PAYS the least-cost supply option for a utility. With PAYS, utilities benefit from a locally controlled program that:

- Serves all types of customers (single and multi-family, commercial, and municipal);
- Is self-funding and does not need require additional utility budget after initial program design and infrastructure is in place; and
- Allows existing rebate funds to be stretched to cover more projects or be repurposed for more strategic purposes

In the Bay Area, over \$1.2 million of funding from the Department of Energy and California Public Utilities Commission has seeded PAYS Pilot initiatives with the Town of Windsor, the City of Hayward, East Bay Municipal Utility District, and the San Francisco Public Utilities Commission. These and previous efforts in other states over the last 15 years have resulted in a toolkit of program resources that have been vetted by 13 utilities. This toolkit provides forms, contracts, and program tools (calculators, billing system supports, etc.) used by individual utilities when implementing a PAYS program.

Industrial Program Development

Power Plant and Commercial & Industrial Energy Efficiency R&D Programs

Electric Power Research Institute | Rich Myhre (BKi), (510) 463-6109 | 1990s–Present

For decades, BKi has worked with the Electric Power Research Institute, a nonprofit research organization, on demonstration, market introduction, and best practices for application of advanced materials and technologies to make power generation and electricity use by commercial and industrial customers more efficient. Projects have ranged from stakeholder engagement for collaborative testing of prototypes, to staffing information and application assistance centers, to market transformation analyses. Work on power plants has centered on high-temperature materials for greater power cycle efficiency. Work for the commercial and industrial sectors has focused on lighting, heat pumps, foodservice equipment, thermal energy storage, and vehicle fleets.

Qualifications for AEA, Supporting Subcontractor

AEA is a not-for-profit technical services and training organization at the forefront of increasing energy efficiency in buildings. Over the past 20 years AEA has carried out a broad range of activities and programs benefitting multifamily and commercial buildings, including:

- Conducting energy assessments in over 5,000 buildings with over 300,000 dwelling units
- Technical implementation lead of multifamily programs throughout California, New York, and Chicago
- Conducting research, development and demonstration of advanced residential building load control technologies
- Commissioning and retro-commissioning
- Delivering energy efficient building operations training to several hundred property management and maintenance personnel
- Delivering Energy audit and analysis training to the building science and design community
- Overseeing the construction and installation of mechanical systems, Energy Star® appliances, lighting, and various other measures that address energy and water efficiency, comfort, durability, safety, indoor air quality, and environmental impact

BayREN Bay Area Multifamily Building Enhancements Program

AEA has been the Technical Assistance provider and Program Implementer for BayREN's Bay Area Multifamily Building Enhancements Program since the initial rollout in July of 2013. In this capacity, AEA helped craft the program during its initial ramp up, and has continued to assist in adapting and making structural and procedural improvements to the program that have led to the most successful multifamily program model in the state. This program is ongoing and has already surpassed its initial goals. The program has provided technical assistance to 32,042 units, 5,323 of which are in various stages of construction completion. Thus far the program has produced a projected savings of 24kW, 280,000 kWh and 22,000 therms, and expects to achieve a total savings of 176 kW, 2,341,000 kWh, and 193,000 therms once all units in the current pipeline are complete.

As a result of AEA's involvement in all of these varied multifamily endeavors, AEA has a unique understanding of the statewide multifamily program landscape and is well positioned to assist MCE in shaping their multifamily program going forward. Additionally, with offices in New York and Chicago, AEA is involved in multifamily and small commercial energy efficiency program design and implementation throughout the country, and can bring lessons learned from those programs to the California market.

Past Multifamily experience

In recent years, AEA has lead a number of local and national efforts that have helped transform the multifamily energy efficiency industry, and have paved the way for deeper penetration into this hard to reach market sector. AEA played a key role in the development of the initial BPI Multifamily Building Analyst standards and was selected by BPI's Standards Management Board and Standards Technical committee to chair the working group to develop a Multifamily Energy Auditor standard, which will update and replace the existing MF Building Analyst standard. Working in conjunction with Advanced Energy, the National Renewable Energy Laboratory and the U.S. Department of Energy (DOE), AEA was the Market Lead for the Multifamily Standard Work Specifications development process. Since 2010 AEA has been an active member organization of the California Multifamily Home Energy Retrofit Coordinating Committee (MF HERCC), and has played a leading role in the development of the Combustion Appliance Safety Testing

Protocols issued by that committee. We have served on the California Tax Credit Allocation Committee's Sustainable Building Methods Technical Advisory Committee and lead the development of the reporting tools currently used by the program.

AEA staff members are on-the-ground energy experts and are playing technical consulting and/or training roles in many of the existing multifamily program offerings in California, including:

- Marin Clean Energy Multifamily Energy Efficiency Program: Technical Assistance Provider and Program Implementer
- Bay Area Multifamily Building Enhancement Program (BayREN): Technical Assistance Provider and Program Implementer
- SCE/SCG EUC Multifamily Energy Upgrade Program: Technical Assistance Provider and Program Implementer
- The California Housing Partnership Corporation and Stewards of Affordable Housing for the Future (SAHF) Multifamily Rate Payer On-bill Repayment Program (RIOPP): Technical Assistance Provider
- Energy Upgrade California (SDG&E, PG&E, SMUD, SoCalREN): Training providers and approved multifamily raters
- California TCAC Sustainable Building Methods Program: SBM Technical Advisory Committee and participating SBM consultants

APPENDIX A: Full Resumes for Key BKi TEAM Personnel

Key Personnel for BKi:

- Scott Fable, Senior Program Manager
- Chris Bradt, Senior Program Consultant
- Rebecca Brown, Senior Program Consultant
- Lacey Tan , Senior Program Coordinator
- Michael Northam, Junior Program Coordinator

Key Personnel for AEA (subcontractor):

- Andrew Brooks, Director of West Coast Operations
- Nick Dirr, Director of Technical Services
- John Neal, Senior Project Manager
- Rachel Harmon, Senior Program Manager



Scott Fable

Senior Program Manager

PROFILE

Scott Fable is responsible for utility program implementation, regulatory compliance, and analysis. He leads the development and implementation team that provides quality assurance, data management, and rebate processing for the Sacramento Municipal Utility District (SMUD) Home Performance Program. He also leads the energy savings modeling, analysis, and cost effectiveness calculations for the state's Regional Energy Networks, BayREN and SoCalREN. He recently led the development of the California Energy Commission PIER strategy document—*Technologies and Strategies for AB32 Compliance in the Existing Homes Sector*—exploring what innovative changes are needed in state residential energy efficiency programs to allow California to meet its ambitious climate change mitigation and energy use goals, such as increased behavior-based interventions and financing strategies.

Prior to serving as a Senior Program Manager, Scott was the BKi Utility Program Analyst, responsible for developing energy analyses for the utility programs, including workpaper development and analysis, and data collection processes. Mr. Fable also maintained data records for the California Building Performance Contractors Association (CBPCA) home performance efforts and performed energy analyses using the EnergyPro and TREAT residential energy simulation models. His simulations looked at both pre- and post-remediation home energy use, utilizing utility bill data to match simulated pre-remediation energy use to actual use. Mr. Fable has conducted several simulations for prototypical homes to determine the potential energy savings for whole house performance retrofits in utility territories across California.

EDUCATION AND CERTIFICATIONS

M.S., Mechanical Engineering, University of California, Berkeley B.S., Mechanical Engineering, University of California, Irvine

RELEVANT TECHNICAL PUBLICATIONS/PROJECTS AND EXPERIENCE

Bay Area Regional Energy Network and Southern California Regional Energy Network (June 2012-present)

- Led development of energy savings analysis/calculations for BayREN and SoCalREN resource programs for the '13-'14 portfolio application and 2015 funding application
- Provides ongoing development of workpapers and technical memos for their comprehensive residential building retrofit programs

California Energy Commission Public Interest Energy Research Program (July 2009-June 2013)

- Led Energy Commission report, *Technologies and Strategies for AB32 Compliance in the Existing Homes Sector* (publication pending), on strategic policy, programmatic, financing and marketing innovations necessary to dramatically increase rate of energy saving measure implementation in the coming decade
- Developed market analysis and surveys of whole house retrofit options for deep energy savings.
 Developed and coordinated utility bill and energy simulation analyses for homeowners that



participated in utility retrofit programs statewide. Compared energy simulation predictions, and post-retrofit utility bill results against energy savings needed to meet state goals by 2020, and formulated policy and programmatic approaches for maximizing greenhouse gas reductions through whole house energy retrofit efforts in California.

SCE and SoCalGas Energy Upgrade California Whole House Retrofit incentive program (July 2009-June 2013)

- Guided data collection process and energy simulation methodology development for the rebate reservation and application process
- Developed and coordinated contractor outreach efforts to bring residential retrofit contractors into the utility rebate program
- Presented orientation and recruitment presentations to contractor audiences throughout Southern California
- Coordinated outreach efforts with other Energy Upgrade California organizations, contractor trade and membership organizations, and local government/education institutions

PG&E Whole House Retrofit program pilot (July 2009-June 2011) and the SMUD Home Performance program (July 2009-present)

- Developed whole-house retrofit energy analysis methodology for California Investor-Owned
 Utility (IOU) rebate program work papers. Included justifying energy analysis methodology to
 California Public Utilities Commission staff and consultant, for acceptance under the IOU whole
 house rebate program filing
- Lead all residential building energy analysis efforts for home performance projects, including EnergyPro simulations of homes expected to participate in whole-house utility rebate and municipal financing programs

Home Performance with ENERGY STAR contracting support (June 2007-July 2009)

- Developed energy savings simulations for whole house retrofits completed by program participants
- Developed database tracking system for all participants of the CBPCA Home Performance with ENERGY STAR training and support program; included development of standard processes for whole-house retrofit jobs reporting and verification



Christopher C. Bradt

Senior Program Consultant

PROFILE

Christopher Bradt is a Senior Program Consultant with the Local Government Group of BKi. Chris works with Energy Upgrade California program for Sonoma County, The Association of Bay Area Governments (ABAG), and Los Angeles County. He assists in program design coordination, financing initiatives, codes analysis and training, marketing and outreach, information technology and web development, workforce development, and program reporting and tracking.

EDUCATION AND CERTIFICATIONS

B.A., geography (cum laude), Dartmouth College

RELEVANT EXPERIENCE

Program Management

As project manager for the Sonoma County Regional Climate Protection Authority's (RCPA) Energy
Upgrade California program and the ABAG Codes and Standards pilot, directs oversight and
coordination program implementation activities, management of associated budgets and contracts, and
monthly reporting according to American Recovery and Reinvestment Act and California Public Utilities
Commission (CPUC) funding requirements

Program Design and Implementation

- Currently directing these activities for the RCPA On-Water Bill and Flex Package Rebate Pilot programs and the ABAG Codes and Standards pilot, including management of subcontracted firms and multi-party implementation teams
- Coordinates and hosts regular meetings with subcontractors and team members.
- Conducts regular meetings with RCPA and ABAG to ensure pilot activities are aligned with client expectations
- Attends on clients' behalf "coordination" meetings with pilot funders (Los Angeles County, the U.S.
 Department of Energy, CPUC)

Marketing and Workforce Development

- Facilitated RCPA marketing and workforce development activities based locally in Sonoma County for Retrofit Bay Area Program funded by the California Energy Commission (CEC)
- Managed Bay Area Contractor Scholarship Program funded regionally by Retrofit Bay Area. Oversaw
 monthly reporting requirements for all Retrofit Bay Area activities, involving extensive coordination with
 Association of Bay Area Government program partners, Pacific Gas & Electric, and the CEC

East Bay (CA) Energy/Efficiency Solar Technology Program

• Developed program to promote energy efficiency/solar technologies to East Bay residents/businesses, with program pilot in Berkeley; expanded to Oakland, Emeryville, Albany, El Cerrito, and Richmond



- Managed team of seven individuals within two organizations; oversaw annual program budget of \$230,000
- Created program operational protocol, program manual, training manual, vendor participation guidelines; primary educational resource regarding solar technology; coordinated all program documentation, invoicing and reporting
- Created marketing strategy, print materials, event booth to promote program; wrote content, designed
 architecture, performed updates/maintenance for web site; developed and maintained a customer
 database/contractor list to track program communications; coordinated messaging with city offices,
 community/industry organizations, efficiency/solar companies
- Developed site-specific audit tool and report to bundle analysis of property's energy efficiency and solar
 potential; completed comprehensive energy audits for 45 residential and 16 commercial /public sites;
 facilitated installation of nine energy efficiency and eight solar projects; performed regular updating of
 materials and tools to be current with energy efficiency and solar developments; researched and
 promoted best practices for energy efficiency and solar technologies and installations

SunEdison City Tour For Solar

- Managed four-member team in a 16-week tour promoting message that "solar is ready to help meet our energy needs." Organized and executed installation of mobile, solar powered, solar-education exhibit at 28 venues (tour goal: 25); coordinated travel and team logistics; oversaw team expenses; prepared documentation of same; developed and presented weekly tour progress reports to SunEdison managers and colleagues
- Researched energy generation/storage technologies, federal/state policy, utility portfolios, and project financing; prepared analysis and briefings of energy research as appropriate by venue to provide proper context for solar. Operated/demonstrated exhibit's monitored I.4 kW PV system with battery back-up to showcase solar's viability
- Led solar education of 6,638 exhibit visitors which secured 1,093 advocates for improved solar policy; initiated and maintained communication to municipal/utility/commercial interests to advance Tour message; coordinated and participated in 22 outreach meetings with local interests and SunEdison managers; represented Tour and SunEdison to local television, radio, and print media in English and Spanish



Rebecca Brown

Senior Program Consultant

PROFILE

Rebecca joined BKI in September 2010 to assist the utility program team in implementing the Energy Upgrade California program in PG&E, SMUD, SCE, and SoCalGas territories. Subsequently, she has managed BKi's role on the SMUD Home Performance Program, including leading the quality assurance sub-program, managing and analyzing data, and contributing to program policy design and implementation. She primarily contributes to program data analytics and database management, program policy analysis and development, water and energy efficiency technology analysis, and workpaper and research paper development. She has also spearheaded BKi's GIS and mapping service offerings. Her cross-disciplinary background includes experience with energy policy, transportation and urban development policy, GIS and cartography, statistics, and climate and energy science.

EDUCATION AND CERTIFICATIONS

M.A., geography and environmental Studies, California State University, East Bay (High academic honors) B.A., interdisciplinary studies, University of California, Berkeley (High academic honors)

RELEVANT EXPERIENCE

Program management for Sacramento Municipal Utility District (SMUD) client

- Manages quality assurance program for SMUD Home Performance Program
- Collaborates to develop program policies for SMUD HPP
- Implements data management and analysis for SMUD HPP
- Developed and maintains contractor-facing content for SMUD HPP website

Technical lead for BayREN Pay-As-You Save on-bill financing program

 Developed program Data Sheet, the engine behind BayREN PAYS that estimates project scope cost-effectiveness and water and energy savings

Writing for California Energy Commission client

Co-wrote Technologies and Strategies for AB 32 Compliance in the Existing Home Sector, a research
paper on technological and policy needs for achieving deep energy savings among California's
existing homes

East Bay Regional Park District

- Located and documented cultural resource features in East Bay Regional Parks properties
- Assisted in developing updated Cultural Resource Atlas for use by administration and park rangers throughout the District
- Worked closely with immediate supervisors and division manager to develop data collection plan, track project progress, and establish District-wide GIS data management procedures



- Used ArcGIS to manage and edit geographic data
- Solved unique, on-the-fly project obstacles efficiently and collaboratively

U.S. Census Bureau

- Supervised crew of six Census enumerators
- Assisted crew leaders to ensure work completed according to procedures and on schedule
- Observed enumerators in the field, provided on-the-spot assistance, and recommended additional training for low-performing enumerators
- Met directly with community members to enumerate households that had not yet returned their Census questionnaires

Heller Research Associates

- · Planned, organized, and implemented national research of education programs
- Communicated directly with participant base of 500 teachers and administrators via telephone and email
- Coordinated logistical operations of several national studies simultaneously
- · Developed data distribution and collection procedures and data tracking database for multiple studies
- Reviewed and edited federal reports
- Used Microsoft Excel to organize data and perform statistical analyses

National Writing Project University of California, Berkeley

- Assisted Research Evaluation Unit in performing large-scale education research
- Independently planned and executed events with up to 100 participants and \$40,000 budgets
- Communicated intimately with outside associates, including educators, principals, and event vendors
- Performed large-scale database management

CITATIONS

Brown, Rebecca. (2009, November). Climate Action Planning Framework, presented at California State University *This Way to Sustainability Conference*, Chico, CA.

Brown, Rebecca. (2009). "A Diagram of the Eisenhower Interstate System." [map] In, Strange Maps: An Atlas of Cartographic Curiosities. Frank Jacobs, ed. New York: Penguin Group.

Brown, Rebecca. (2012). Evaluation of Using a GIS to Select Bicycle Routes: A Case Study of Oakland, California. Master's thesis. California State University, East Bay.

Brown, Rebecca, Robert Knight, and Scott Fable (2014). *Technologies and Strategies for AB 32 Compliance in the Existing Home Sector*. California Energy Commission, publication pending.



Lacey Louise Tan

Senior Program Coordinator

PROFILE

Lacey joined the team over three years ago and works closely with The Association of Bay Area Governments (ABAG), StopWaste.org and The Regional Climate Protection Campaign to implement energy efficiency programs that address regional and local climate action plans. Lacey helps to coordinate program design, marketing and outreach, information technology and web development, workforce development, and program reporting and tracking. She has highly attuned research and analytical skills and a strong customer service orientation. She is focused on promoting the increased development of energy efficiency, renewables and other environmentally sound and cost-effective energy resources to reduce the public health, environmental and global warming impacts of our energy production and use.

EDUCATION AND CERTIFICATIONS

B.S., mechanical engineering, Florida State University (Magna Cum Laude)

RELEVANT EXPERIENCE

Program coordination and project management

• Supporting role in local government energy efficiency retrofit programs; Assists in all aspects of program design and implementation; participates in the organization and delivery of program launch activities; Provides support in the areas of program budgets, schedules, contracts, document control, reporting, data management including system administration and development; Implementation of administrative policies, procedures and forms responding to federal requirements; Assists with subcontractor communications, ensure timely completion of quality deliverables; Develops program documents including program manuals, communications plans, IT specifications; Proposal writing, support as necessary.

Efficiency First, Inc.

- Assisting National Director with industry research, budget management, planning, proposals and project management
- Outreach and communications with key industry leaders and agencies
- Educational Webinar series: Develop content, produce PowerPoint presentations, recruit speakers
- Manage Website content, media relations, blogs and membership communications
- Intern Manager: Identify, recruit and manage all intern projects; Conference planning and event logistics

MAP Digital, Inc.

- Assist Project Manager in conference logistics and pre-production;
- Build of networks and postproduction



- Manage registration database for clients; Generate correspondence with clients and their clients
- Edit PowerPoint presentations and monitor webcasting

Experimental Fluids Lab, Florida State University

- Designed/developed thermal fluid lab experiments for undergraduates
- Provided instructions/supervision on eight experiments a week
- Set guidelines for technical lab reports/managed database for grades

Nevada Power

- Assisted engineers and staff in feasibility studies for network connections and reports and attending scoping meetings
- Conducted analysis of energy usage and data trends throughout the United States
- Maintained online map data for current and potential power connections
- Coordinated with co-workers to meet project deadlines



Michael Northam

Junior Program Coordinator

PROFILE

Michael joined BKi as a Junior Program Coordinator in April 2014, providing support to SMUD and PAYS Program Coordinators. His role in the SMUD Home Performance Program (HPP) includes project database maintenance and reporting, SMUD HPP project submission tracking and review, assisting with managing and analyzing data, and providing support and feedback to contractors regarding questions about program guidelines and criterion. His supporting role for the PAYS program involves conducting research and outreach (both telephone and email) to potential PAYS participant utilities, and PAYS project file management.

EDUCATION AND CERTIFICATIONS

M.S., Planning, University of Arizona

B.S., Regional Planning and Economic Development, University of Arizona

RELEVANT EXPERIENCE

Bevilacqua-Knight, Inc. – Program coordination

In support of the Pay As You Save and SMUD Home Performance programs:

- Conduct project submission and tracking review; project file management; project database management; client data reporting; and contractor outreach and quality assurance training
- Follow up with contractors and property owners by email and telephone as needed
- Responsible for background research concerning Potential PAYS public utilities participants
- Additional data management, materials development, and research tasks as assigned.

Hausrath Economics Group – Research Assistant and Office Administrator

- Assist in research tasks related to pertinent urban planning and economic development projects
- · Assist production of reports/presentations, including graphics, maps and presentation materials
- Perform office administrative tasks including upkeep of office and general accounting duties

San Francisco Planning & Urban Research Association – Public Programming Intern

- Management of SPUR's forums, walking tours and exhibits
- Researching and brainstorming new programming; Maintenance of exhibits
- Publicizing public programming / assistance in production of quarterly calendar, online calendars;

The Drachman Institute – Graduate Research Assistant

Research for Federal Communities Putting Prevention to Work grant with the goal of curbing obesity through public policy and urban design; Reviewed general plans and related documents, reported findings and research to supervisor, and coordinated meetings with jurisdiction officials; Assisted with writing documents for public officials about existing conditions, findings from research, and suggestions for actions about policy and development; Communicated with officials from several jurisdictions about implementing best practices



Andrew Brooks

Director of West Coast Operations

Specialization & Expertise

Energy Auditing
Energy Modeling
Specification Development
Training
Program Design
Program Implementation
Green Building Consulting

Certifications & Licenses

AEE Certified Energy Manager CABEC Certified Energy Plans Examiner Multifamily Green Point Rater BPI MF Building Analyst BPI MF Building Operator BPI Building Analyst

Presentations & Publications

Publications: "Energy Savings in a Manhattan Co-op", Home Energy Magazine, July/August 2008; Multifamily Weatherization Resource Guide (2012)

Presenter:

ACI National & Regional
Conferences (2010, 2011, 2012);
Multifamily Buildings Conference
(2011);
ACEEE Summer Study (2012)
ACEEE Domestic Hot Water
Forum (2011);
National Weatherization Training

Conference (2009, 2011); Green East Conference (2009)

Contributor: DOE Standard Work Specifications for Multifamily Buildings; DOE Technical Guidelines for Multifamily Energy Audits; BPI Multifamily Energy Auditing Standard

Memberships & Affiliations

Association of Energy Engineers; Building Performance Institute; Build it Green; CA Energy Efficiency Industry Council; California Multifamily Home Energy Retrofit Coordinating Committee (HERCC) California Association of Building Energy Consultants **Andrew Brooks** is Director of West Coast Operations for the Association for Energy Affordability, Inc. Andrew is responsible for strategic planning, business development, delivery of technical services, program design and implementation, and overall project management. He is engaged in many of AEA's national technical services and training efforts. Andrew leads a team of dedicated energy analysts and engineers who are committed to improving building performance and efficiency through applied building science and sound engineering.

Energy Efficiency and Sustainable Building Experience

Andrew's primary role at AEA has been as a Senior Energy Analyst, with specialized expertise in energy modeling, heating system retrofit design, mechanical ventilation system retrofit design and construction oversight. Andrew has been involved in hundreds of energy audits of multifamily and commercial buildings and has provided services to a variety of clients including utilities, local government agencies, the U.S. Department of Energy, property owners, developers, management companies, and architectural and engineering firms in both California and New York. He has extensive experience with energy modeling and building simulation software packages including TREAT, EA-Quip, eQUEST and EnergyPro and a variety of specialized system evaluation tools. He has conducted solar thermal, PV and combined heat and power feasibility studies, serving as a team leader on a number of solar thermal system design projects. Andrew has overseen the day-to-day management of AEA's program implementation efforts in California.

Andrew is a lead instructor and curriculum developer for a variety of AEA's multifamily focused building performance and weatherization training courses.

Training Experience

BPI Multifamily Building Analyst (MFBA) – Training and Curriculum Development BPI Energy Efficiency Building Operator – Training and Curriculum Development NYS HCR Multifamily Energy Auditor – Training and Curriculum Development EA-Quip Energy Modeling Training - Training and Curriculum Development Multifamily Combustion Safety Training – Training and Curriculum Development

Education

MS. Energy Management & Advanced Energy Technologies, New York Institute of Technology

BS. Skidmore College



Nick Dirr

Director of Technical Services

Specialization & Expertise

Energy Auditing

Energy Modeling

Specification Development

Training

Program Design

Program Implementation

Green Building Consulting

Certifications & Licenses

BPI MF Building Analyst; AEE Certified Energy Manager; USGBC LEED Accredited Professional; Green Point Rater (Multifamily), BPI MF Building Operator, BPI Building Analyst

Presentations & Publications

Presenter: ACI (2012, 2013, 2014); Multi-Family Buildings Conference (2011); National Weatherization Training Conference (2009, 2011)

Contributor: DOE Standard Work Specifications for Multifamily Buildings; DOE Technical Guidelines for Multifamily Energy Audits; BPI Multifamily Energy Auditing Standard; NREL Multifamily Job Task Analyses

Publication: Multifamily Weatherization Resource Guide

Memberships & Affiliations

Association of Energy Engineers Building Performance Institute Build it Green

CA Energy Efficiency Industry
Council

US Green Building Council Multifamily Home Energy Retrofit Coordinating Committee **Nick Dirr** is Director of Technical Services at the Association for Energy Affordability, Inc. specializing in conducting energy audits and energy analysis of multifamily buildings, developing energy efficiency retrofit specifications, training industry stakeholders, and designing, managing, and implementing efficiency programs. Nick is experienced working with a wide range of clients including building owners, utilities, federal and state agencies, program managers, property managers, building operators, engineers, developers, and architects.

Energy Efficiency and Sustainable Building Experience

At AEA Nick has performed over 200 energy audits and developed work scopes for low rise, mid-rise and high-rise multifamily buildings throughout California and New York. Since 2009, he has served as a key senior staff member for the development and implementation of the Con Edison MFEE Program in New York, is the AEA Program Manager for MCE's Multifamily Energy Efficiency Program, and is responsible for technical oversight of the Bay Area Multifamily Building Enhancements Program (BayREN). Nick is an experienced user of many types of energy modeling software, including Energy Pro, EQuest, EA-QUIP, TREAT and others. He has designed and written specifications for various energy savings measures, particularly HVAC systems. He has been involved in many energy efficiency and green building programs, such as the DOE Weatherization Assistance Program, NYSERDA Multifamily Performance Program, Green Point Rating, Energy Upgrade California and Low-Income Housing Tax Credit Programs. Nick has conducted classroom and nationwide interactive distance-learning trainings for energy audit professionals, building operators, contractors, and program managers. He has assisted with the design and implementation of various energy efficiency programs, including Utility, State, and Federal programs.

Training Experience

BPI Multifamily Building Analyst (MFBA) – Training and Curriculum Development BPI Energy Efficiency Building Operator – Training and Curriculum Development BPI Building Science Professional for Contractors – Training and Curriculum Development

NYS HCR Multifamily Energy Auditor – Training and Curriculum Development AEA Connected Classroom and Distance Learning Platform

Education

MS. Otago University (2008) Energy Studies/Physics, with distinction

BS. Ohio University (2004)

Environmental Geography, Business Administration Minor, cum laude



John Neal

Senior Project Manager

Specialization & Expertise

Construction Management
Energy Auditing
Systems Diagnosis and Repair
Specification Development
Hands on Training
Green Building Consulting

Certifications & Licenses

Certified Energy Plans Examiner; BPI Proctor; BPI Certified Envelope, Heating, Building Analyst, MF Building Analyst, MF Building Operator; MF Green Point Rater; Certified EPA Lead RRP Renovator

Presentations & Publications

Contributor: DOE Technical Guidelines for Multifamily Energy Audits; BPI Multifamily Energy Auditing Standard; BPI Crew Lead Subject Matter Expert; Multifamily HERCC Combustion Safety Protocols

Publication: Multifamily Weatherization Resource Guide

Memberships & Affiliations

Building Performance Institute
Build it Green
CA Energy Efficiency Industry
Council
CA Association of Building
Energy Consultants
Multifamily Home Energy
Retrofit Coordinating
Committee

John Neal is a Senior Project Manager at the Association for Energy Affordability's west coast office and specializes in conducting energy audits, using software and outside engineering calculations to model building performance, diagnosing building performance issues, developing retrofit specifications, and working with multiple parties to manage successful building performance retrofits.

Energy Efficiency and Sustainable Building Experience

At AEA as an auditor, and previously at Recurve Inc. as a construction manager and crew lead, John has been actively involved in the audit, design, management, and hands-on retrofit of over 200 single family, multifamily, and commercial properties. John has been responsible for the diagnosis, troubleshooting, and repair of complicated mechanical systems, duct systems, and building envelope, insulation, and moisture issues.

John has extensive experience training entry level employees, construction crews, subcontractors, design professionals, and software developers on building science principals and building performance installation best practices. Additionally, John has developed best practices for building performance crews, a preconstruction information checklist for sales and construction managers, standardization for subcontractors and competitive quotes from materials distributors. At AEA John has developed and updated training material content, assisted in remote training presentations using distance learning classrooms, local classroom instruction, and has performed hands on training in the field.

Training Experience

BPI Multifamily Building Analyst (MFBA) – Training and Curriculum Development BPI Energy Efficient Building Operator – Training BPI BA Combustion Safety – Field Training and Curriculum Development

Education

BA. California Polytechnic State University (2005) English Literature, with Honors



Rachel Harmon

Senior Program Manager

Specialization & Expertise

Energy Auditing
Energy Modeling
Specification Development
Program Implementation
Architectural Design
Green Building Consulting

Certifications & Licenses

BPI Multifamily Building Analyst

BPI Multifamily Building Operator

USGBC LEED Accredited Professional (BD+C)

GreenPoint Rater (Multifamily)

HERS Whole House Rater

Contributions

TCAC Sustainable Building Methods Documentation, Combustion Safety Testing Protocols for Existing Multifamily Building (MF HERCC), BPI Multifamily Energy Auditing Standard

Publications

Multifamily Weatherization Resource Guide

Memberships & Affiliations

Building Performance Institute

US Green Building Council

CalCERTS

Build it Green

Rachel Harmon is Senior Program Manager at the Association for Energy Affordability, Inc. specializing in conducting energy audits and energy analysis of multifamily buildings, developing energy efficiency retrofit specifications, and managing and providing feedback for a number of efficiency programs. Rachel has worked with local, state, and federal programs in performing energy audits in the California area. Rachel is currently AEA's Program Manager for the BayREN's Bay Area Multifamily Building Enhancements Program.

Energy Efficiency and Sustainable Building Experience

At AEA, Rachel begins projects in the data collection phase, collecting and organizing information from clients, benchmarking energy use, and eventually visiting each site to determine systems in place and potential retrofits. Rachel has extensive experience with energy modeling using a variety of programs, but also goes beyond these basic programs by performing in-depth analysis for lighting and equipment retrofits, building enclosure improvements, solar PV, solar thermal, and any other necessary measures. She has performed energy audits, written specifications, and built energy models for dozens of California multifamily buildings. She is experienced in calculating paybacks of various energy efficiency measures and developing comprehensive scopes of work. She is well versed in local and state rebate programs and is able to guide owners through the process of leveraging a variety of financial resources.

Rachel is a LEED Accredited Professional, a California HERS Whole House Rater, a GreenPoint Rater, and a BPI Multifamily Building Analyst and Operator. She is involved in all aspects of energy modeling and energy auditing with AEA, and has experience using a wide variety of building simulation software such as: TREAT, eQUEST, Retscreen, and EnergyPro as well as a variety of architectural software programs including Autocad, Revit, Sketchup, and Rhino.

Education

University of California, at Berkeley (2009)
Bachelors of Arts in Architecture and Japanese language

MARIN CLEAN ENERGY STANDARD SHORT FORM CONTRACT

SECOND AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND BEVILACQUA-KNIGHT, INC.

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day November 6, 2014 by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and BEVILACQUA-KNIGHT, INC. (BKi), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: Consulting services for MCE's 2016 Energy Efficiency Program Application;

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall invoice MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of \$42,333.

5. TIME OF AGREEMENT:

This Agreement shall commence on **November 6, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold the MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, the MCE may terminate this Agreement by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE 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. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from the MCE's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Agreement Manager and all notices shall be given to MCE at the following location:

Contract Manager:	Sarah Estes-Smith, Administrative Associate		
MCE Address:	781 Lincoln Ave., Suite 320		
	San Rafael, CA 94901		
Telephone No.:	(415) 464-6028		

notices shall be giv	en to Contracto	r at tr	e following address:	
	Contractor:			
	Address:			
	Telephone N	No.:		
20. ACKNOWLEG	EMENT OF EX	HIBIT	<u>s</u>	
			Check applicable Exhibits CONTRACTOR'S INITIA	<u>LS</u>
EXHIE	BIT A.	\boxtimes	Scope of Services	
EXHIE	BIT B.	\boxtimes	Fees and Payment	
IN WITNESS WHE	REOF, the parti	es ha	ve executed this Agreement on the date first above written.	
APPROVED BY Marin Clean Energ	ıy:		CONTRACTOR:	
By:				
Executive Officer	Dotos		Ву:	
ı	Date:		Name:	
			Date:	
Chairman [Date:			
MCE COUNSEL REREASON(S) REVIE	EVIEW AND AF EW: ard Short Form	PPRO Cont	VAL (Only required if any of the noted reason(s) applies) ent Has Been Modified	
☐ Option	ai Keview by N	ICE C	counsel at Marin Clean Energy's Request	
MCE Cou	nsel:		Date:	

EXHIBIT A SCOPE OF SERVICES (required)

Contractor will provide the following consulting services as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

Task 1. Program Savings Impacts: Review MCE proposed measures, recommend new measures, ID workpaper needs, prepare annual savings estimate for each program with assumptions/support.

Deliverables:

- Draft and final measure list and list of needed workpapers
- Annual savings estimates for each program with assumptions / support

Task 2. Cost-Effectiveness Calculations: Recommend incentive levels, prepare E3 Calculators, suggest refinements.

Deliverables:

• Draft and final E3 calculators, including refinements as needed to achieve program targets

Task 3. EM&V Plan Development: Develop EM&V plan, data collection strategy, and analysis plan; ID market transformation indicators (MTIs) and strategy for MTI baseline data.

Deliverables:

- Draft and final EM&V plan (including analysis and data collection strategy)
- List of recommended market transformation indicators

Task 4. Ongoing Support: As needed.

Task and Deliverable	<u>Date</u>	
Task 1		
Draft measure list	11/21	
Final measure list and list of needed workpapers	12/1	
Annual savings estimates per program	12/1	
Task 2		
Draft E3 calculators	12/8	
Final E3 calculators	12/12	
Task 3		
Draft EM&V plan	12/22	
Final EM&V plan	12/31	
List of market transformation indicators	12/31	

EXHIBIT B FEES AND PAYMENT SCHEDULE

For services provided under this agreement, MCE shall pay the Contractor in accordance with the following budget and fee/payment schedule:

Budget:

Task 1. Program Savings Impacts \$17,500
Task 2. Cost-Effectiveness Calculations \$12,600
Task 3. EM&V Plan Development \$8,000
Task 4. Ongoing Support \$4,233

Rates:

BKi Category Labor Rates	2014 (\$/hr)	2015 (\$/hr)	Assigned Staff
Senior Program Manager	160	165	Scott Fable
Senior Program Consultant	134	134	Chris Bradt, Rebecca Brown
Senior Program Coordinator	91	94	Lacey Tan
Junior Program Coordinator	60	62	Michael Northam

AEA Category Labor Rates	2014 (\$/hr)	2015 (\$/hr)	Assigned Staff
Director	175	180	Andrew Brooks
Director of Technical Services	150	155	Nick Dirr
Senior Program Manager	140	144	Rachel Harmon, John Neal

The above rates are applicable to any staff member at the indicated pay category. The estimated 2015 rates are based on a 3% escalation.

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of \$42,333 for the term of the agreement.

RESOLUTION NO. 2014-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY HONORING BOARD MEMBER DAMON CONNOLLY

- WHEREAS, Marin Clean Energy 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, Marin Clean Energy members include the following communities: the County of Marin, the City of Belvedere, the Town of Corte Madera, the Town of Fairfax, the City of Larkspur, the City of Mill Valley, the County of Napa, the City of Novato, the Town of San Anselmo, the City of San Rafael, the City of Sausalito, the City of Richmond, the Town of Ross, and the Town of Tiburon; and
- **WHEREAS**, the City of San Rafael executed the Joint Powers Agreement establishing membership in Marin Clean Energy on December 1, 2008; and
- **WHEREAS**, Damon Connolly was elected to the San Rafael City Council in November 2007, where he continues to enthusiastically serve. He has been a dedicated public servant, a strong environmental leader with a focused business sense, and an advocate for the betterment of the City of San Rafael; and
- **WHEREAS**, Director Connolly currently serves as Vice Mayor of the City of San Rafael; and
- **WHEREAS**, on January 29, 2009 Director Connolly was appointed to represent the City of San Rafael on the Marin Clean Energy Board of Directors where he subsequently was elected as Chairman in June 2011; and
- **WHEREAS**, Director Connolly contributed insightful guidance, as well as practical and thoughtful decision-making during MCE's formative years, MCE's initial launch to customers in May, 2010, and for many years thereafter; and
- **WHEREAS**, Director Connolly has shown his dedication and commitment to Marin Clean Energy through his leadership, his conscientious and thoughtful service on the Board of Directors and its Technical and Executive Committees; and
- **WHEREAS,** Director Connolly provided remarkable, healing leadership to MCE upon being elected chair in the agency's darkest hour; and
- **WHEREAS**, the Marin Clean Energy Board of Directors and staff thank Director Connolly for his support and interest in the agency, its goals and purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Marin Clean Energy that the Marin Clean Energy Board and staff do hereby extend to Damon Connolly our appreciation for his dedicated service, our congratulations on his future endeavors, and our best wishes for his continued success, happiness, and good health in the years to come.

PASSED AND ADOPTED at a regular meeting of the Marin Clean Energy Board of Directors on this 6th day of November 2014, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of Belvedere				
Town of Corte Madera				
Town of Fairfax				
City of Larkspur				
County of Marin				
City of Mill Valley				
County of Napa				
City of Novato				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Rafael				
City of Sausalito				
Town of Tiburon				

CHAIR,	MARIN	CLEAN	ENERG	Y BOARD)

Attest:

Overview of MCE Board Offices and Committees November 6, 2014

Board Offices

Damon Connolly, Chair (Rotating off)
Kate Sears, Vice Chair (Available to assume Chair position)
Tom Butt (Available to assume Vice Chair position)
Denise Athas, Auditor/Treasurer
Dawn Weisz, Secretary

Executive Committee

- 1. Damon Connolly, Chair (Rotating off)
- 2. Denise Athas
- 3. Sloan Bailey
- 4. Tom Butt
- 5. Bob McCaskill
- 6. Kate Sears

(Kevin Haroff available to join)

Technical Committee

- 1. Kate Sears, Chair
- 2. Emmett O'Donnell
- 3. Ford Greene
- 4. Kevin Haroff
- 5. Carla Small
- 6. Ray Withy

Ad Hoc Contracts Committee for 2014 Open Season

- 1. Sloan Bailey, Spokesperson
- 2. Kate Sears
- 2. Emmett O'Donnell
- 3. Bob McCaskill
- 4. Gary Lion
- 5. Kevin Haroff (rotating off)



November 6, 2014

TO: Marin Clean Energy – Technical Committee

FROM: Greg Brehm, Director of Power Resources

RE: MCE Integrated Resource Plan (Agenda Item #08)

ATTACHMENT: 2014 Marin Clean Energy Integrated Resource Plan

Dear Board Members:

SUMMARY: The 2014 annual update of the Marin Clean Energy ("MCE") Integrated Resource Plan ("IRP") has been completed and is recommended for approval by your Board. The IRP describes how Marin Clean Energy ("MCE") intends to supply its customers with electricity and related services to achieve the policy goals established for the MCE Program. The primary objective of the IRP is to articulate how MCE plans to meet the energy needs of MCE customers at stable and competitive prices with the lowest possible environmental impact. The IRP describes how MCE will accomplish this objective by replacing, to the extent economically feasible, fossil-fueled energy generation with zero carbon energy generation, increasing the use of renewable energy resources, improving the efficiency with which customers use energy, and promoting order of magnitude increases in the deployment of local solar and other clean, distributed generation within the MCE service area.

The IRP looks out over the next ten years to establish the resource priorities and policies that will be used in procuring energy for MCE customers. The ten-year planning period facilitates a long-term view to guide the energy procurement activities undertaken by MCE program management. The IPR also allows potential renewable energy project developers to make informed investment decisions and to match project timelines to MCE's resource requirements. However, resource planning and procurement are dynamic processes, and the IRP will be updated annually to reflect changes in the MCE program, the energy market, customer needs, regulatory conditions, and other relevant considerations. With the IRP, MCE will continue to pursue its long-term vision of delivering 100% renewable energy to MCE customers, while retaining flexibility to adapt to changing conditions in the marketplace and the regulatory environment in which MCE operates.

Background: The purpose of the IRP is threefold: (1) to quantify resource needs over the planning period; (2) to prioritize resource preferences and set

forth other relevant energy procurement policies; and (3) to provide guidance to program management with regard to the procurement of various energy products that will be necessary to promote successful, ongoing operation of the MCE program. In practical terms, the plan documents the energy procurement policy guidelines established by the MCE Board to which program management adheres in its day-to-day administration of the electric supply activities of MCE.

The IRP documents how the MCE program will fulfill the key policy objectives that have been established for the program, which are to:

- Reduce emissions of green-house gasses and other pollutants from the electric power sector through increased use of renewable energy resources and reduced reliance on fossil-fueled resources.
- Maintain competitive electric rates and increase control over energy costs through management of a diversified resource mix.
- Benefit the area's economy through investments in local infrastructure and energy programs.
- Help customers reduce energy consumption and electric bills through investment in and administration of enhanced customer energy efficiency, cost effective distributed generation and other demand-side programs.
- Enhance system reliability through investment in supply and demand-side resources.

The IRP translates these broad policy objectives into more specific plans for the use of various types of electric resources, taking into consideration MCE's projected customer needs and MCE's existing resource commitments. The IRP identifies the timing and magnitude of any additional energy procurement needed to meet the specified resource goals. It also describes the procurement methods that MCE will utilize and the specific procurement authorities that apply to various resource commitments.

This 2014 annual update of the IRP reflects a number of changes that were made to the 2013 IRP, including:

- Updates to load forecasts, contracted resources, energy efficiency projections, net energy metering customers and capacity, and outstanding resource needs.
- Highlights the development of local renewable resources through MCE's Feed-In Tariff and Local Solar programs as well as the MCE Solar 1 project.
- Additionally, this IRP provides power supply contracting guidelines, which serve as an important hedging strategy as MCE continues to expand its membership and diversify its portfolio of counterparties over the next several years.

Recommendation: Approve the 2014 Marin Clean Energy Integrated Resource Plan.



Integrated Resource Plan Annual Update

November 2014

MCE Integrated Resource Plan Annual Update

Draft

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Agenda Item #8-Att.: 2014 MCE Integrated Resource Plan

Introduction

Marin Clean Energy (MCE), formerly known as the Marin Energy Authority, provides retail electric generation services to customers within its service area comprising the political boundaries of Marin County and the City of Richmond in Contra Costa County. Beginning in 2015, MCE's service area will add unincorporated Napa County, the City of San Pablo and potentially the City of Benicia and the City of El Cerrito. MCE provides service to nearly eight out of ten electricity customers in the region, and MCE is the default electric generation provider for new or relocated customers within its service area. MCE strives to provide electric services to its customers at stable and competitive prices utilizing the cleanest possible sources of energy. With these objectives in mind, MCE plans for and secures commitments from a diverse portfolio of electric resources to reliably serve its customers' needs on a long-term basis. The resource plan documents MCE's resource planning objectives for the next ten year planning period.

Purpose of Resource Plan

The resource plan has three primary purposes: (1) quantify resource needs over the planning period; (2) prioritize resource preferences and set forth other relevant energy procurement policies; and (3) provide guidance to the electricity procurement process undertaken by program management. In practical terms, the plan documents the energy procurement policy guidelines established by the MCE Board of Directors (MCE Board) to which program management adheres to in its day-to-day management of MCE's electric supply activities. Furthermore, MCE's resource plan is updated and approved annually by the MCE Board.

Highlights of the resource plan include the following:

- ➤ MCE will manage a portfolio of electric resources to maintain a renewable energy content of greater than 50% during the ten-year planning period and progress toward a long term goal of increasing the renewable resource content to 100%.
- MCE currently manages a portfolio of seventeen energy contracts with fourteen different energy suppliers and anticipates managing an increasing number of energy contracts in carrying out the resource plan.
- MCE is largely resourced for the next several years, having contracted for most of its projected needs for bundled renewable energy through 2018 and capacity through 2015. MCE has a 25 MW open position for non-renewable energy in certain months through 2017. MCE has a long term need for RPS Qualifying renewable energy beginning in 2019 (PCC1, PCC2 and PCC3); MCE also has a need for capacity purchases to meet resource adequacy obligations beginning in 2016.
- A portion of MCE's voluntary renewable energy purchases (those in excess of the mandatory regulatory obligation) are under contract through the end of 2018. Historically, MCE has

purchased unbundled RPS and Green-e¹ certified Renewable Energy Credits (RECs) for the majority of its voluntary renewable energy purchases. Through MCE's 2014 Open Season process, MCE secured significant portions of its 2015 through 2018 REC requirements through the construction of a new California wind project. MCE will receive enough Product Content Category 1 RECs to satisfy all of MCE's RPS compliance obligations as well as some of its voluntary renewable energy targets (Green-e). Furthermore, through this wind project, MCE will obtain the majority of its renewable energy from within California. MCE also has a need for carbon neutral energy in 2015 and beyond to support voluntary greenhouse gas (GHG) emissions targets.

- MCE currently has approximately 3,811 customers generating renewable electricity under MCE's Net Energy Metering (NEM) Tariff representing 35,243 kW (35.2 MW) of local renewable generating capacity². MCE plans to increase total NEM generating capacity within the service area to 47,000 kW (47 MW) by 2021.
- MCE is planning for an additional 10,000 kW (10 MW, above and beyond the aforementioned expansion to NEM generating capacity) of distributed solar photo-voltaic (PV) generation within the service area by 2021. MCE began promoting in-area distributed generation in June of 2013 through direct investment in pre-development permitting for new projects, subject to MCE Board approval of specific generation projects. Currently MCE has identified two development sites and is completing predevelopment due diligence. These sites could support up to 13.5 MW of Solar PV. Local feed-in tariff (FIT) projects under contract total 6.7 MW.
- Energy efficiency programs are expected to offset MCE's annual energy and capacity requirements by approximately 2% during the current planning period. Additionally, demand response programs will offset MCE's annual capacity requirements by 5% during the current planning period. MCE is developing an Automated Demand Response Pilot Program for up to 200 customers.
- MCE will procure its energy needs through various methods as appropriate, including bilaterally negotiated agreements, requests for proposal processes, and the annual Open Season process.
- Specific authorities for entering into energy procurement contracts are allocated among management, the MCE Board, and subsets of the MCE Board depending upon the term of the resource commitment and whether the procurement is consistent with the adopted resource plan.

² NEM customer data includes the February 2015 Napa expansion and the May 2015 San Pablo expansion

¹ Green-e Energy is the nation's leading voluntary certification program for renewable energy; through its certification programs, Green-e Energy ensures that participating renewable energy deliveries meet nationally developed environmental and consumer protection standards to promote informed consumer choices

Figure 1 illustrates the projected resource mix during the period covered by this resource plan. The projected mix is illustrative; actual resource utilization will depend upon market conditions and resource availability at the time MCE engages in additional energy procurement.

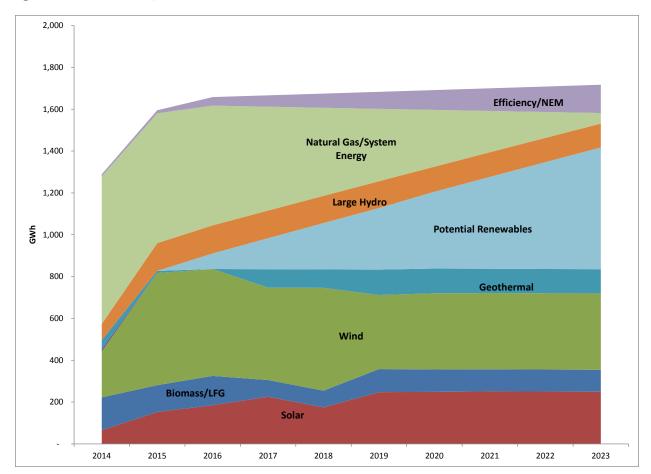


Figure 1: MCE Resource Mix, 2014-2023

General Resource Planning Principles

MCE's resource planning considers three planning horizons: (1) the long-term planning horizon represents plans to serve load – i.e., the electric energy requirements of MCE customers – during the next ten years or longer; (2) the medium term planning horizon represents planning during the next five years; and (3) the short term planning horizon represents the plan for meeting load during the next twelve months. In contrast, the operating horizon represents the period of time from next hour to approximately 90 days out – during this period all or virtually all resource commitments have been made and only adjustments are necessary to address short term operating variability related to weather and other uncertainties. While long term plans will have a combination of firm resource commitments and unfilled or "open" resource needs that have been identified, resource commitments increasingly become firm and converge with the planned resource commitments as the operating horizon approaches.

MCE policy, established by MCE's founding documents and directed on an ongoing basis by the MCE Board, guides the resource plan and the ensuing resource procurement activities that are conducted in accordance with the plan. The key policies are as follows:

- Reduce emissions of green-house gasses and other pollutants from the electric power sector through increased use of renewable energy resources and reduced reliance on fossil-fueled resources.
- Maintain competitive electric rates and increase control over energy costs through management of a diversified resource mix.
- Benefit the area's economy through investments in local infrastructure and energy programs.
- Help customers reduce energy consumption and electric bills through investment in and administration of enhanced customer energy efficiency, cost effective distributed generation and other demand-side programs.
- Enhance system reliability through investment in supply and demand-side resources.

This plan translates these broad policy objectives into more specific plans for the use of various types of electric resources, taking into consideration MCE's projected customer needs and MCE's existing resource commitments.

Electric Sales Forecast

MCE's long term sales forecast is primarily influenced by certain structural or macro variables related to the number of customers receiving service in the MCE program. These macro variables include the potential for expansion of MCE's membership to other communities, with the expansion to the City of Richmond being the most recent example, and customer participation/opt-out rates. These macro variables are the primary driver of the load forecast and they dominate the effects of the usual load influencing micro variables related to weather, economic cycles, population growth, and changes in customer consumption patterns. The long term load forecast incorporates the impacts of the macro variables as well as seasonal electricity consumption patterns of MCE's customer base, while the other, micro variables are considered in MCE's short term operational load forecasts used for day-to-day scheduling of load and resources.

Enrolled Customers

MCE currently serves approximately 125,000 customers. An additional 25,000 customer are expected in the roll out in Napa County and the City of San Pablo. Additional membership expansion is being considered for the City of Benicia, the City of El Cerrito, and potentially other cities in Napa, Contra Costa and Solano Counties. Such expansions may take place during the ten-year planning horizon if decided by the MCE Board.³ The resource planning effects of any additional membership would be addressed during the time that any such expansion is being considered and reflected in a future update of the resource plan.

³ Appendix A-2, which illustrates MCE's energy resource balance, incorporates potential future membership expansion with a 25% load increase starting in 2016 and each year thereafter

Historical customer participation rates experienced since the initial customer enrollments in May, 2010, as measured by the proportion of customers who have been offered service and who remain enrolled with MCE, have averaged approximately 77%. The vast majority of customer "opt-outs" have occurred in the period prior to enrollment and within 120 days following enrollment during which time multiple notices are provided to all customers explaining their service options and providing the mechanism by which customers can elect to remain with or return to Pacific Gas & Electric (PG&E) bundled generation service. Following the initial opt-out period, MCE's customer base shows significant stability, with new customers generally offsetting customer attrition. It is noteworthy that in the most recent expansion of the MCE program, the Phase 3 expansion into the City of Richmond, the customer retention rate has been higher than for earlier phases, and is currently calculated at approximately 85%.

Figure 2 shows the recorded numbers of active customers since the Phase 1 launch in May, 2010. The customer base shows considerable stability between the phased expansions that occurred in May, 2010 (Phase 1A), July, 2010 (Phase 1B) and August, 2011 (Phase 2A). The downward trend immediately following the Phased enrollments is an indication of customer opt-outs which gradually taper off during the post enrollment period.

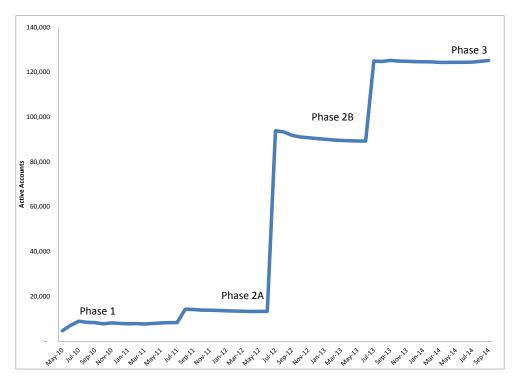


Figure 2: Active MCE Customers

Deep Green Program Participation

MCE offers a voluntary 100% renewable energy option for customers through its Deep Green program, and participation in the Deep Green program determines the incremental renewable energy volumes that must be procured to supply these customers. The energy requirements of Deep Green customers are supplied from MCE's portfolio of renewable energy resources and through incremental purchases of Green-e Energy certified renewable energy certificates to achieve an overall 100% renewable energy

content for the Deep Green product. Currently, 2,139 customers have enrolled in the Deep Green program, equating to 1.71% of all MCE customers. The participation rate has increased slightly from 1.37% just prior to the recent Richmond enrollment. The expected Deep Green participation rate during the planning period is expected to grow to 5% as MCE continues to market this program to its customers. On a kWh basis, Deep Green participation is currently 0.64% among residential customers, and 2.83% among commercial customers.

Table 1: MCE Deep Green Participation, 2014

	Total Active Accounts	Total Deep Green	Residential Deep Green	Commercial Deep Green
Consumers	125,158	2,139	1,860	279
Consumers	125, 156	1.71%	1.49%	0.22%
Retail Sales net of	400 000 770	2,882,663	637,110	2,245,552
NEM Generation (kWh)	102,220,772	2.82%	0.62%	2.20%
Total Retail Sales	102,930,279	2,916,185	654,690	2,261,495
Generation (KWh)	102,930,279	2.83%	0.64%	2.20%

Baseline Customer and Consumption Forecast

MCE's electricity forecast starts with a forecast of customers by end-use classification (residential, commercial, etc.). Class-typical monthly energy consumption, derived based on historical data, is applied to yield a monthly energy forecast by customer class. Hourly class load profiles are used to further break down the monthly energy forecast into hourly values in order to derive time-of-use and peak demand values. Certain adjustments are then made to this base forecast to account for factors not reflected in the historical data. MCE makes explicit adjustments to this forecast to account for the load impacts of its energy efficiency, NEM, and demand response programs.

Energy Efficiency

As referenced in the MCE Implementation plan, studies have indicated that a reasonable long-term goal for energy efficiency programs in MCE's service area is to reduce overall annual energy consumption by approximately 2%. MCE's 2014 peak demand forecast is 225 MW, and annual consumption is forecasted to be 1,289,000 MWh; 2% of which is 25,780 MWh. Achieving this level of savings will require development of specific programs, the requisite funding, and time to deploy the efficiency measures.

MCE has developed specific programs for 2012-2014 and has received funding through the California Public Utilities Commission (CPUC) from energy efficiency program funds collected from customers in the service area. In 2013, MCE's energy efficiency program generated an annual energy savings of 371 MWh, which was also accompanied by a 0.035 MW Summer Peak Demand reduction. Furthermore, MCE has set a 2014 annual energy savings goal of 1,133 MWh and 0.088 MW reduction in Summer Peak Demand and a 2015 annual energy savings goal of 1,360 MWh and 0.106 MW reduction in Summer Peak Demand. These programs represent MCE's initial efforts to provide energy efficiency services and will

be expanded as experience is gained and additional opportunities are identified during the planning period.

Net Energy Metering Program

MCE provides among the strongest incentives in the nation to promote customer-sited distributed generation through its NEM program. The MCE NEM program pays eligible customer-generators the full retail rate normally applicable to the customer's consumption plus an additional 1 cent per kWh incentive for any surplus energy production. There are currently more than 3,811 customers subscribing to the NEM program, representing approximately 35,243 kW (35.2 MW) of local renewable generation, 30 MW of this installed solar capacity qualifies for resource adequacy because of the reduced capacity factor of solar generation during the peak demand month of June. MCE anticipates increasing NEM participation to approximately 47,000 kW (47 MW) over the next ten years. During the planning period, management will periodically evaluate MCE's NEM program to balance the achievement of MCE's long-term distributed generation goals and related impacts to MCE electric rates.

Demand Response Program

MCE does not yet administer a demand response program, although MCE customers are eligible for many of the programs administered by PG&E, and MCE receives corresponding capacity credits that are allocated by the CPUC and which reduce MCE's need to procure resource adequacy capacity. Currently, demand response programs provide 2% of MCE's resource adequacy requirements. MCE's goal for the planning period is to meet 5% of its total capacity requirements through demand response programs that will be operated directly by MCE or through utility administered programs for which MCE customers are eligible. MCE requested participation in a CPUC administered demand response pilot program in August of 2013. However, due to the limitations and cost burdens associated with the current demand response market construct, and limitations regarding availability of real-time usage data, MCE has placed this specific pilot program on hold until MCE's advocacy efforts help institute a change that is fair and equitable to MCE's ratepayers. MCE continues to research demand response alternatives and is working with third-party program vendors to develop an effective pilot program that will benefit MCE customers.

Resources

This section discusses MCE's resource needs during the planning period taking into account the projected energy requirements of MCE's customers and the existing contractual resource commitments that MCE has secured to date. The MCE supply portfolio consists of a variety of generation resource types that are designed to be responsive to MCE's expressed policies as well as relevant regulatory requirements governing MCE's operations.

⁴ NEM customer data includes the February 2015 Napa expansion and the May 2015 San Pablo expansion

Existing Resource Commitments

MCE has entered into seventeen separate long term power purchase commitments for conventional and renewable energy, unbundled RECs, and resource adequacy capacity. The existing resource commitments are described below.

Shell Energy North America (SENA), energy, capacity, renewable energy, scheduling services

The SENA agreement and associated confirmations (three confirmations) contract SENA to provide scheduling coordinator services for MCE and supply specified volumes of energy, capacity, and renewable energy. The confirmations extend through 2017 for energy and scheduling services, 2015 for capacity and 2016 for renewable energy. The SENA agreement initially covered all of MCE's resource requirements and will continue to do so until energy deliveries from other MCE contracts begin. SENA supplied volumes will be reduced as energy from other MCE power purchase agreements come online.

Genpower LLC, bundled renewable energy

The Genpower agreement extends for a twenty-year term from commercial operation date of February 13, 2013. The existing 2.4 MW landfill gas to energy project located in Lincoln, California was expanded, adding 2.4 MW of additional generation capacity. MCE is currently accepting delivery of energy production and renewable attributes from both engines at an average capacity of 3.55 MW. No capacity attributes are associated with the facility. Annual Energy deliveries are estimated at 27,000 MWh.

G2 Energy LLC Landfill Gas to Energy, bundled renewable energy

MCE has two agreements with G2 Energy LLC. The G2 Hay Road agreement extends for a twenty-year term from the commercial operation date. The G2 Ostrom Road agreement extends for an eighteen-year term from the commercial operation date. The Hay Road agreement is for a new 1.6 MW landfill gas to energy project located in Solano County, California; commercial operation date of July 2nd, 2013. MCE's Ostrom Road agreement with G2 Energy is for an additional 1.6 MW of generation being added to an existing 1.6 MW landfill gas to energy project located in Yuba County, California; commercial operation date of September 11th, 2013. MCE is scheduling and taking delivery of energy production from both engines and receiving the associated renewable attributes. No capacity attributes are associated with either of the G2 Facilities. Energy deliveries are projected to average approximately 23,000 MWh per year during the term.

Cottonwood Solar LLC, bundled renewable energy, capacity

The Cottonwood agreement extends for a twenty-five year term from commercial operation of a new 24 MW PV project located in Kern and Kings County, CA and a new 1 MW project located within Marin County. MCE will schedule and take delivery of energy production from these facilities and receive the associated renewable and capacity attributes. Energy deliveries are projected to average 63,650 MWh per year during the term. The expected online date is March, 2015.

RE Kansas LLC, bundled renewable energy, capacity

The RE Kansas agreement, originally a two year short term power purchase agreement (PPA) is expecting an early commercial operation date, adding an additional year of renewable energy production from this new 20 MW PV project located in Kings County, California. MCE will schedule and

take delivery of energy production from the facility and receive the associated renewable and capacity attributes. Energy deliveries are projected to average 49,000 MWh per year during the term. The expected online date is December, 2015.

US Western Area Power Administration (WAPA), Large Hydro

Under the agreement with WAPA, MCE will receive a specified allocation of hydro-electric energy produced by the federal Central Valley Project. Deliveries will commence in January, 2015 and continue for a ten-year term. Energy deliveries are projected to average 25,000 MWh per year during the term; however, due to the current drought, 2015 energy deliveries are expected to be 12,500 MWh.

Calpine Energy Services, bundled renewable energy, capacity

Under the agreement and associated confirmations with Calpine, MCE will receive a specified allocation of geothermal-electric energy produced by the Northern California Geysers Project. 3 MWs of energy and capacity will be delivered January through December of 2014 with 10 MWs of energy and capacity commencing in January of 2017 and continuing for a ten-year term. Energy deliveries are projected to average 41,000 MWh for 2014, 10,000 MWh for 2015, and 87,600 MWh per year during the 2017 to 2026 term.

Exelon Generation Company, bundled renewable energy

Under the agreement with Exelon, MCE will receive a firmed and shaped allocation of Western Electric Coordinating Council (WECC) Wind RECs and bundled electric energy. The production comes from two Washington state generators; White Creek Wind and Nine Canyon Wind. 25 MWs of energy will be delivered January through December of both 2014 and 2015. Energy deliveries will be 60,000 MWh for 2014 and 50,000 MWh for 2015.

EDP Renewables LLC, bundled renewable energy

The EDP agreement is a four-year short term PPA with a projected commercial operation date of July 2015. The newly constructed 99 MW wind project is located in Kern County, California. MCE will schedule and take delivery of energy production from the facility and receive the associated renewable attributes. Energy deliveries are projected to average 144,000 MWh in 2015, and 222,000 MWh per year through 2018

RE Mustang LLC, bundled renewable energy, capacity

The RE Mustang agreement, is a fifteen-year long term PPA with a projected commercial operation date of December 2016. MCE will begin receiving renewable energy production from the new 30 MW PV project located in Fresno County, California in January of 2018. MCE will schedule and take delivery of energy production from the facility and receive the associated renewable and capacity attributes. Energy deliveries are projected to average 84,000 MWh per year during the term.

Waste Management - Redwood Landfill, bundled renewable energy, capacity

The Redwood Landfill agreement extends for a twenty-year term from the expected commercial operation date of December, 2016. The new 4 MW landfill gas-to-energy project is located in Novato, California and will be a state of the art low emission facility. MCE will accept delivery of energy

production, renewable attributes, and capacity attributes associated with the facility. Annual energy deliveries are estimated at 30,000 MWh.

Unbundled Renewable Energy Certificate Resources

OneEnergy, Inc, renewable energy certificates

The OneEnergy agreements (two master PPAs) and associated confirmations (three confirmations) provide for delivery of RPS qualifying and Green-e Energy certified renewable energy certificates during 2014 and 2015 from one or more wind facilities located within the WECC region. Green-e Energy eligible and RPS Eligible volumes are 150,000 MWh per year for both 2014 and 2015.

Puget Sound Energy, Inc, renewable energy certificates

The Puget Sound Energy agreement (one confirmation), provides for delivery of RPS qualifying and Green-e Energy certified renewable energy certificates during 2014 from a wind facility located within the WECC region. Green-e Energy eligible and RPS Eligible volumes are 195,000 MWh for 2014.

Feed-In Tariff Projects: Contracted and Proposed

San Rafael Airport Feed-In Tariff Project, renewable energy, capacity

The San Rafael Airport FIT agreement extends for a twenty-year term from commercial operation date of October 29th, 2012. The 972kW PV project is located in San Rafael, California. Energy deliveries offset MCE load and are in line with projected average generation of 1,800 MWh per year during the term.

Cooley Quarry Feed-In Tariff Project, renewable energy, capacity

The Cooley Quarry FIT agreement extends for a twenty-year term with an expected commercial operation date during the first quarter of 2015. The project includes a 990 kW Local Solar PV project, which is now under contract with MCE, and a proposed 500 kW FIT PV project. Both projects are located in Novato, California. Energy deliveries offset MCE load and are projected to average 3,000 MWh per year during the term.

Richmond Feed-In Tariff Projects, renewable energy, capacity

Two proposed FIT projects are under development in Richmond, CA. Both 998 kW agreements would extend for a twenty-year term with an expected commercial operation date of June 30th, 2015. The projects energy deliveries would offset MCE load and are projected to average 3,600 MWh per year during the term.

Larkspur Feed-In Tariff Project, renewable energy, capacity

The 286 kW roof mounted FIT project is located in Larkspur, CA. The agreement extends for a twenty-year term with an expected commercial operation date of November 30th, 2015. The projects energy deliveries offset MCE load and are projected to average 500 MWh per year during the term.

Binford Storage Feed-In Tariff Project, renewable energy, capacity

A proposed building integrated 990 kW PV project is under development in Novato, CA. The agreement would extend for a twenty-year term with an expected commercial operation date of September 30th,

2015. The project's energy deliveries would offset MCE load and are projected to average 1,800 MWh per year during the term.

Giant Road Feed-In Tariff Project, renewable energy, capacity

A proposed roof mounted 990 kW PV project would be included on a newly constructed building under development in Richmond, CA. The agreement would extend for a twenty-year term with an expected commercial operation date of May 15th, 2015. The project's energy deliveries would offset MCE load and are projected to average 1,800 MWh per year during the term.

Current Resource Mix

MCE's current resource mix includes the highest proportion of renewable energy (51%) of any known utility in California. Figure 3 shows the current mix of resources attributable to the MCE Program.

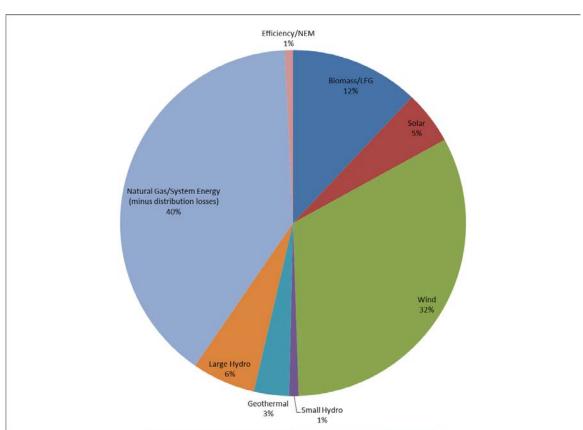


Figure 3: MCE 2014 Resource Mix [estimated]

Resource Needs

MCE will procure additional resources to meet its resource targets. This section sets forth MCE's planned resource volumes and quantifies the net resource need or "open position" that remains after accounting for production from MCE's existing resource portfolio. MCE has established resource targets for the supply portfolio's overall renewable energy content as well as subcategories of

renewable energy procurement, carbon neutral renewable resources, capacity resources, and other system resources.

Renewable Resources

MCE has committed to providing all of its customers with energy that meets a minimum 50% overall renewable energy content; incremental renewable energy supply will also be procured to ensure that the energy requirements of all customers participating in the Deep Green program will be served with 100% renewable energy. MCE's renewable energy requirements are met with a combination of RPS-eligible contracts and Green-e Energy certified unbundled REC purchases. As Figure 4 illustrates, the proportion supplied by bundled renewable energy will increase during the planning period and displace purchases of unbundled RECs, while maintaining an overall 50% renewable energy content. MCE will seek to procure additional bundled renewable energy sources (Potential Renewables) to contribute towards meeting MCE's long term goal of 100% renewable energy supply, subject to economic and technical feasibility.

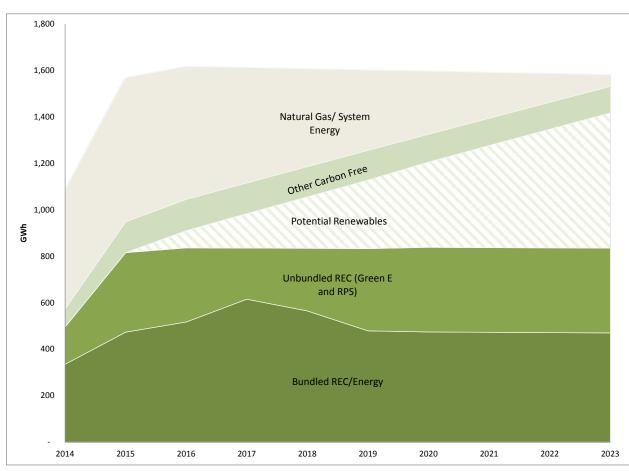


Figure 4: MCE Renewable and Non-renewable Energy Volumes, 2014-2023

RPS Requirements

MCE's power content exceeds the state's RPS requirements and will continue to do so during the planning period. The RPS requirements can be met with a variety of renewable resource technology

types and procurement methods. The RPS requirements ramp up from 20% to 33% by 2020. Eligible resources currently include the following:

- Biodiesel
- Biogas
- Biomass
- Conduit hydroelectric
- Digester gas
- Fuel cells using renewable fuels
- Geothermal
- Hydroelectric incremental generation from efficiency improvements
- Landfill gas
- Municipal solid waste
- Ocean wave, ocean thermal, and tidal current
- Photovoltaic
- Small hydroelectric (30 megawatts or less)
- Solar thermal electric
- Wind

RPS compliance can be met with procurement from renewable resources located within or deliverable to the state ("Bucket 1"), and with certain quantity limitations, procurement of shaped and firmed renewable energy ("Bucket 2") and unbundled RECs from RPS qualifying resources ("Bucket 3").

MCE has a committed supply of RPS qualifying renewable resources to meet a 29% RPS standard, well in excess of the currently applicable RPS requirement of 20% and equivalent to the RPS standard that will be in effect in 2018. MCE will increase its RPS qualifying content to at least 33% by 2017, three years ahead of its initial target. Furthermore, MCE will obtain an overall renewable energy content of at least 53% by 2020. MCE intends to continue exceeding the environmental performance standards mandated by state regulations with respect to renewable energy and GHG emissions.

RPS Open Positions

MCE has focused its procurement efforts on long term PPAs with new RPS qualifying generation facilities located within California. These are the highest value, Bucket 1 resources. In accordance with state regulations, a minimum of 65% of RPS procurement used for compliance must meet the established requirements for Bucket 1, which for most practical purposes means use of bundled energy from California sited renewable power projects. MCE engages in shorter term procurement for the more readily available Bucket 2 (PCC2) and Bucket 3 (PCC3) resource purchases. As shown in Table 2-A and Table 2-B, MCE has a need for RPS renewable energy and renewable energy certificates in 2019 and beyond to support RPS compliance.

Table 2-A: MCE RPS Compliance Energy Balance, 2014-2023

2023	2022	2021	2020	<u>2019</u>	2018	<u>7107</u>	2016	2015	2014	
1,582	782,£	76S'T	Z6S'T	709'ī	۷09'۲	719'1	۲۲9 ′ ۲	1,580	6/Z,1	Retail Sales (GWh)
33%	33%	33%	33%	31%	%67	%L7	%SZ	%87	%77	% 29A 91at2
222	224	225	227	467	997	432	40	898	872	RPS Energy Required (GWh)
358	358	358	323	348	1 999	912	۷TS	915	346	RPS Energy Contracted (GWh)
79T	391	49 T	774	6 7 T	(86)	(180)	(113)	(148)	(TZ)	Net Short/(Long)

Table 2-B: MCE RPS Eligible Energy Balance, 2014-2023

⊅ 9T	59 T	49 T	774	181	(45)	(83)	Ţ	(97)	77	Net Short/(Long)
328	328	328	323	348	1 99	912	ZTS	915	346	RPS Energy Contracted (GWh)
275	524	272	275	675	230	232	ZTS	067	175	RPS Energy Required (GWh)
33%	33%	33%	33%	33%	33%	33%	35%	31%	%67	MCE RPS Qualifying Goal %
2023	2022	<u> 2021</u>	2020	<u>5079</u>	2018	7102	2016	STOZ	2014	

Voluntary Renewable Open Positions

Voluntary renewable energy purchases are in excess of the RPS requirements. Voluntary renewable energy purchases represent the amount of procured renewable energy that is above the RPS and used to meet the program's overall renewable energy content (> 50%) in providing the Light Green and Deep Green products to MCE customers. To date these requirements were generally met with short term purchases of unbundled Green-e Energy certified RECs. MCE has contracted for sufficient volumes of bundled renewable energy for 2015 and beyond to support a significant portion⁵ of its voluntary renewable energy targets (Green-e). The remaining open positions are shown in Table 3.

Table 3: MCE Voluntary Renewable Energy Balance, 2014-2023

373	313	312	311	304	270	220	319	767	-	Net Short/(Long)
-	-	-	-	-	34	83	(T)	97	(35)	Bundled Energy/RECs Contracted (GWh)
-	-	-	-	-	-	-	-	Z0T	370	RECs Contracted (GWh)
313	313	312	311	304	304	303	319	978	887	RECs Required (GWh)
2023	2022	2021	2020	2019	<u>2018</u>	<u>707</u>	<u>5016</u>	<u>2015</u>	2014	

Carbon Neutral Resources

MCE policy targets the carbon neutral energy content of the MCE generation supply portfolio to be less than or equal to the carbon neutral energy content of the PG&E generation supply portfolio. MCE utilizes the Climate Registry definition of carbon neutral resources. MCE has a need for carbon neutral energy in 2015 and beyond to support voluntary GHG emissions targets.

Table 4: MCE Carbon Neutral Energy Balance, 2014-2023

0	en Position, Carbon Free	(33)	32	60T	Z0T	SOT	T03	S6	8 6	τ6	68
JЯ	ture Generic Renewables	77	76T	687	220	072	587	S87	647	874	LL t
CI	Under Contract	1 89	721	272	01/9	685	878	878	383	383	383
Ċ	rbon Free Targeted Volumes	L9L	876	026	∠ 96	1 96	τ96	896	SS6	756	676
;O	rbon Free Target	%09	%09	%09	%09	%09	%09	%09	%09	%09	%09
В	tail Load (Net of EE/DG)	6 / 2'ī	08S'T	۲۲9 [°] ۲	7,612	۷09'۲	709'T	۷65 ʻ T	76S'T	Z8S'T	785'T
		2014	STOZ	<u>5016</u>	7102	8102	<u>5079</u>	2020	<u> 2021</u>	2022	2023

⁵ Estimated to account for an average of 25% of MCE's voluntary renewable energy targets (Green-e) per year between 2015 and 2018

Capacity Resources

MCE meets the state's resource adequacy standards by procuring qualifying capacity necessary to meet MCE's overall peak demand plus a 15% reserve margin and by ensuring that the mandated proportion of such capacity resources are procured from local reliability areas defined by the California Independent System Operator (CAISO). MCE has a need for capacity purchases to meet resource adequacy obligations beginning in 2016. In addition, MCE has long term capacity rights under several of its PPAs with renewable generators that provide a portion of MCE's post 2014 local resource adequacy needs.

Table 5: MCE Resource Adequacy Capacity Balance, 2014-2023 (MW)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Load										
Peak Demand	238	304	305	306	307	309	310	311	312	314
New DG and Efficiency	(5)	(8)	(16)	(21)	(25)	(30)	(35)	(39)	(44)	(49)
Net Peak Demand	233	296	289	286	282	279	275	272	268	265
RA Requirements										
Greater Bay Area	27	35	34	34	34	34	34	34	34	34
Other PG&E Area	43	66	65	64	63	62	61	60	59	58
System	151	200	196	194	192	190	188	186	184	182
Flexible	-	79	77	76	75	74	73	72	71	70
RA Contracted										
Greater Bay Area	27	35	-	-	-	-	-	-	-	-
Other PG&E Area	45	66	35	45	32	32	32	32	32	32
System	150	201	-	-	-	-	-	-	-	-
Flexible	-	79	-	-	-	-	-	-	-	-
Net Short/(Long)										
Greater Bay Area	0	0	34	34	34	34	34	34	34	34
Other PG&E Area	(2)	(0)	31	20	32	31	30	29	28	27
System	1	(1)	196	194	192	190	188	186	184	182
Flexible	-	-	77	76	75	74	73	72	71	70

System Energy

The remaining energy supply, after accounting for renewable and carbon neutral energy supplies, can be met with unspecified system energy purchases or specified purchases of conventional (typically natural gas) generation. MCE policy prohibits unit-specific purchases from coal or nuclear generation facilities. MCE supplies its remaining load through a combination of short to medium-term fixed priced power purchases and short term purchases from the CAISO markets. MCE has contracts in place to supply approximately 80% to 90% of its load at fixed prices through the end of 2017. The remaining energy is met through CAISO market purchases and other variable priced supply contracts. Significant system resource procurement needs exist for 2018 and beyond, when the SENA energy confirmation is scheduled to terminate.

Table 6: MCE System Energy Balance, 2014-2023 (GWh)

Load	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Retail Sales	1,289	1,595	1,658	1,666	1,675	1,683	1,691	1,700	1,708	1,717
DG and Efficiency	(10)	(15)	(41)	(54)	(68)	(81)	(95)	(108)	(122)	(135)
Distribution Losses	77	95	97	97	96	96	96	95	95	95
Total Load Requirement	1,356	1,675	1,714	1,709	1,703	1,698	1,692	1,687	1,682	1,677
Less Renewables/Carbon Free										
Existing and Planned Renewables, Bundled	335	473	517	615	564	479	474	473	471	470
Existing and Planned Renewables, Unbundled	161	342	319	220	270	354	364	364	365	365
Existing and Planned Other Carbon Free	77	133	134	132	130	128	120	118	116	114
Total Existing and Planned Carbon Free Energy	572	948	970	967	964	961	958	955	952	949
Total System/Null Energy Requirements										
Null Energy Associated with Unbundled RECs	161	342	319	220	270	354	364	364	365	365
Remaining System Energy Requirement	783	727	744	742	739	737	734	732	730	728
Less System/Null Energy Contracted	867	887	946	920	-	-	-	-	-	-
System/Null Energy Net Short/(Long)	77	183	117	41	1,009	1,091	1,098	1,097	1,095	1,093

New Resource Requirements

The integration of intermittent renewable energy resources into the California grid in order to meet the state's 33% renewable energy target has presented new energy scheduling challenges for the CAISO. Historical load patterns and peak consumption hours have shifted, requiring shorter duration and faster increases and decreases in generation and load dispatch. This will require two new resource types to be introduced in the MCE resource plan in coming years; flexible capacity and energy storage.

Flexible Capacity

The CAISO, in collaboration with the CPUC and other local regulatory authorities, must ensure that the energy supply has sufficient flexibility, including load following capabilities, to satisfy system variability needs. Flexible capacity capabilities of resources such as distributed generation, demand response, and storage should ultimately count towards a load-serving entity's (LSE) flexible capacity procurement obligation. Each LSE must demonstrate procurement of 90 percent of its flexible capacity requirement on the annual resource adequacy filing and 100 percent procurement of the requirement on the monthly resource adequacy filing. Compliance with this requirement will begin in 2015, and MCE has procured its 2015 flexible capacity requirements.

Table 7: MCE Flexible Capacity Targets, 2015

	Results of Energy Commission Review and Adjustment to the 2015 Year-Ahead Load Forecast for MCE											
	Monthly Flexible Capacity Targets (MW)											
Jan - 15	Jan - 15 Feb - 15 Mar - 15 Apr - 15 May - 15 Jun - 15 Jul - 15 Aug - 15 Sep - 15 Oct -15 Nov - 15 Dec - 15											
51	51 76 58 47 41 53 34 33 42 60 77 79											

Energy Storage

The California Energy Storage Bill, AB 2514, was signed into law in September of 2010, and as a result, the CPUC established energy storage targets for investor owned utilities, community choice aggregators (CCAs), and LSEs in September 2013. The CPUC decision established an energy storage procurement target for CCAs and electric service providers equal to 1 percent of their forecast 2020 peak load by

2020. The decision will require MCE to install 3 MW of energy storage no later than 2024 based upon the current load forecast. Beginning on January 1st, 2016, and every two years thereafter, MCE must file an advice letter demonstrating compliance with this requirement, progress towards meeting this target, and a description of the methodologies for insuring projects are cost-effective.

Procurement

MCE will procure its net open positions using a combination of PPAs of various terms (short, medium, long), demand-side programs, and potentially MCE owned generation projects. This section describes the types of resources MCE may procure and discusses various considerations that may influence MCE's procurement efforts.

MCE is continuing a transition from the initial full requirements contract that was used to launch MCE, under which all supplies of energy, capacity and renewable energy were provided through a single agreement with a single counterparty. Subsequent to that initial contract, MCE has put into place a robust renewable energy buying program that now supplies the majority of the MCE renewable energy supplies from a variety of renewable energy providers. MCE is similarly developing an independent buying program for non-renewable energy and capacity. MCE intends to soon initiate the non-renewable resource buying program with purchases of resource adequacy capacity to begin filling its 2015 open positions. A non-renewable energy buying program will also be put into place during the next few years to begin filling the 2018 open energy positions.

MCE Generation Development

MCE does not currently own any generation assets. MCE has historically utilized long term PPAs (typically 20-25 years) to obtain rights to renewable energy supplies at stable costs for its customers. MCE considers long term PPAs to offer similar benefits to asset ownership in regards to price certainty and supply security; however MCE does not have an explicit bias towards either PPAs or asset ownership. MCE examines opportunities for asset ownership on a case-by-case basis, considering such factors as risk allocation, asset location, technology, and, most critically, supply of electricity at the least cost to MCE ratepayers.

Current federal tax policy generally favors private versus public ownership of renewable assets due to the tax credits that are uniquely available to the private sector. These tax credit policies are set to expire at the end of 2016 and if they are not extended, renewable energy prices may see a 30% increase. MCE's experience has been that PPAs for production by privately owned renewable generation facilities have typically been the least cost option for MCE. MCE has secured buyout option provisions in some of its renewable PPAs, which provide a path to MCE asset ownership after a defined period of time when the tax benefits have been exhausted by the private developer. MCE will typically seek buyout option provisions in its renewable PPAs, although not all projects are suitable for acquisition, and not all PPAs will contain such provisions.

Assessing a generation project's operational risk becomes more important for assets owned by MCE because MCE could be at risk for production shortfalls and for cost over-runs, which are risks typically

absorbed by the developer under a PPA structure. With these risks in mind, MCE is most likely to own small, local PV projects as these projects are technologically proven, have relatively low operational and maintenance risks, and provide benefits to the local economy. MCE is targeting development of 10 MW of new PV within its service territory during the next ten years. MCE may invest directly in these projects as necessary to ensure development of certain project opportunities that will promote the achievement of MCE's goals and objectives. MCE may consider ownership of other generation projects and will examine such opportunities on a case-by-case basis. Direct generation investment becomes an increasingly viable option during the planning period as MCE gains additional operational experience and more robust access to credit markets. As part of this approach, MCE may also consider joint ventures and turnkey development approaches to ensure appropriate allocation of project risks.

MCE Solar 1 - Local Solar Development

In September of 2014, MCE entered into an option agreement to lease 60 acres from Chevron Products Company (CPC) at the Richmond oil refinery for the development of 2 to 12 MWs of photovoltaic solar generation. The initial evaluation of this brownfield development site by MCE staff yielded no significant development, permitting, or interconnection concerns. As a result, MCE is in the process of completing a site development plan, and expects the development to begin in late 2015. MCE's development of the Project will benefit the public by allowing MCE to provide electricity from local renewable resources to customers in alignment with MCE's role as a California Joint Powers Authority. MCE's status as a California Joint Powers Authority and the public benefit that will result from this Agreement and MCE's involvement in the Project were key factors in CPC's decision to lease the property to MCE on the terms of this Agreement.

Renewable Resource Power Purchases

MCE uses a portfolio risk management approach in its power purchasing program, seeking low cost supply as well as diversity among technologies, production profiles, generation project sizes, project locations, counterparties, length of contract, and timing of market purchases. These factors are taken into consideration when MCE engages the market.

MCE continually manages its forward load obligations and supply commitments with the objective of balancing cost stability and cost minimization, while leaving some flexibility to take advantage of market opportunities or technological improvements that may arise. MCE monitors its open position separately for renewable resources (by compliance category), conventional resources, and on a total portfolio basis. MCE maintains portfolio coverage targets of up to 100% in the near-term (0 to 5 years) and leaves a greater portion open in the mid to long term, consistent with generally accepted industry practice.

Generally, the renewable portion of the portfolio is met with longer term contracts, providing cost stability for the supply portfolio. MCE's guidelines for long term, bundled renewable energy purchases are shown in Table 5.

 $^{^{6}}$ The 10 MW local PV target is in addition to the 14 MW of distributed generation installed under the NEM program

Table 8: MCE Renewable Energy Contracting Guidelines

Time Horizon	Contracting Guideline (Contracts/Total RE Need)
Current Year	90% to 100%
Years 2 – 3	80% to 100%
Years 4 - 5	60% to 100%
Beyond Year 5	50% to 80%

MCE's supply preference is for a mix of renewable energy technologies that will deliver energy in a pattern that is generally consistent with MCE's load shape. Preferred purchase volumes from baseload (e.g., biomass, landfill gas, renewable fuel cells) and peaking renewable technologies (e.g., solar PV or CSP) is in rough proportion to the load profile (75% baseload/25% peaking), subject to adjustments for market conditions and technology price differentials that exist at the time of purchase. Recent market data suggests that peaking resources are likely to comprise a larger proportion of the renewable supply portfolio due to the recent rapid declines in prices for solar PV generation projects and the abundance of such projects in development. The actual renewable portfolio during the planning period will likely be more heavily weighted toward peaking energy production due to the prevalence of competitively priced solar projects. MCE may also engage in purchases from as-available renewable generation (e.g., wind) to the extent that energy prices reflect a lower value due to their intermittency.

MCE has no explicit policy preference for any specific qualifying renewable energy technology, apart from the pricing and production profile considerations described above.

In regards to generation project location, MCE places greater value on locally-sited renewable energy projects, particularly those located within the MCE service area. Of next highest preference are projects sited in the North Path 15 region followed by projects in the South Path 15 region and finally out-of-state resources.

Feed In Tariff

MCE's current Feed-In Tariff (FIT) program was established as a 2 MW pilot program. The program was expanded to 10 MW in aggregate capacity, with 6.7 MW currently under contract. MCE anticipates conducting a review of the FIT program once the cap is reached along with other refinements that may be made. This expansion will support achievement of MCE's local renewable generation development objectives. MCE's first FIT project, the San Rafael Airport FIT came online in October of 2012, and is producing 10% more renewable energy than originally estimated. Table 9 shows all existing and proposed MCE FIT projects and the associated capacity, annual output, and commercial operation date.

Table 9: MCE Existing and Proposed Feed-In Tariff Projects

Project Name	Project Status	Capacity (kW)	Annual Output (kWh)	Commercial Operation Date
San Rafael Airport	Existing	972	1,800	October 2012
Cooley Quarry 100% Local Solar	Under Contract	990	2,000	March 2015
Cooley Quarry	In Queue	500	1,000	March 2015
Richmond NWC Goodrick	In Queue	998	1,800	June 2015
Richmond Parkway	In Queue	998	1,800	June 2015
Larkspur RE	In Queue	261	500	November 2015
Binford Road Storage	In Queue	990	1,800	September 2015
Giant Road Solar	In Queue	990	1,800	May 2015
TOTAL		6,699	12,500	

MCE established a 100% Local Solar program in 2014, which is a new community based program that diverts select FIT projects and enables subscribers to sign up for 100% local solar generation as an alternative to MCE's Light Green 50% renewable or 100% Deep Green renewable programs. The 100% Local Solar program is not yet fully subscribed but is expected to be on line in early 2015.

Carbon Neutral Resource Power Purchases

MCE anticipates that its carbon neutral power content standard will be met through MCE's renewable procurement policies, supplemented as necessary with short term (< 1 year) purchases of carbon neutral energy sources such as large hydro-electric energy, unbundled renewable energy certificates, or verifiable environmental credit offset products. As previously noted, MCE will not engage in unit-specific purchases of nuclear power to meet its carbon neutral content policy.

System Resources and Specified Power Purchases

MCE may engage in purchases of unspecified system energy or unit specific purchases from natural gasfueled generation. Energy products may include peak, off-peak, baseload, and shaped energy. MCE may purchase energy and/or capacity at fixed prices, indexed prices or through tolling agreements. Under a tolling agreement, MCE would obtain the right to electricity produced by a natural gas generation facility, and MCE would deliver the natural gas to the facility for conversion into electrical energy. Purchases of system energy will typically be for short and medium terms (< 5 years). Unitspecific and tolling agreements may be for short, medium and long terms. Natural gas purchases associated with tolling agreements will typically be for short to medium terms.

With respect to MCE's total supply and load obligations, MCE will manage exposure to market price risk by executing forward electric supply commitments for its projected energy sales obligations. MCE considers a variety of factors including the desire to maintain cost stability for MCE customers, the need to maintain competitive rates relative to PG&E and other energy service providers, and cost minimization for MCE customers. MCE's budgeting and ratesetting processes benefit from maximizing cost certainty within the budgetary fiscal year and avoiding significant year-to-year changes caused by energy market volatility. However, it is appropriate to maintain flexibility for incorporation of new, but

as yet unplanned, resources or load reducing programs and to maintain limited exposure to market pricing in order to maintain relative cost parity with competing energy service alternatives offered by the incumbent utility. In light of these considerations, the following market price contracting guidelines shall be maintained during operation of the MCE program.

Table 10: MCE Power Supply Contracting Guidelines

Time Horizon	Contracting Guideline (Contracts/Total Energy Need)
Current Year	80% to 105%
Year 2	70% to 100%
Year 3	60% to 95%
Year 4 and Beyond	Up to 70%

As MCE continues to contract with additional counterparties for supply of system energy and capacity, the contracting guidelines in Table 10 help to mitigate forward price risk. The contracting guidelines also serve as an important hedging strategy as MCE continues to expand its membership over the next several years. Execution of master power purchase and sale agreements with multiple, credit-worthy counterparties in the near term will enable energy purchases through execution of transaction-specific confirmations at the appropriate time.

Capacity Resource Purchases

MCE may engage in purchases or sales of resource adequacy capacity from generation resources that qualify to meet resource adequacy requirements in accordance with CPUC and CAISO rules. Terms may range from one month up to ten years. Capacity is also often bundled with energy and RECs under MCE's renewable energy PPAs.

Procurement Methods and Authorities

MCE may use a variety of procurement methods for energy and capacity products. Authorized methods include bilaterally negotiated agreements, competitive solicitations (request for proposals or "RFP"), the Open Season process, and standard offer approaches, such as MCE's Feed-In Tariff.

Energy procurement authority varies depending upon the nature of the energy product being procured and the financial commitment the purchase entails. The appropriate procurement method and procurement authority are generally defined by the term of the energy product purchase, consistency with an approved resource plan, and whether capital financing is required.

Procurement Methods

For long term purchase commitments, MCE will typically use competitive solicitations which may take the form of an RFP, the Open Season or a similar process where a comparative analysis of proposals is made at a single point in time. An RFP may be used where a specific resource need has been identified, some degree of urgency exists in fulfilling the identified need, sufficient time exists to conduct an RFP, and management believes that an RFP would yield the most competitive outcome. For less urgent procurement needs, the annual Open Season process will typically be used. MCE annually conducts an

Open Season where it accepts proposals for renewable power purchase opportunities. MCE evaluates the proposals against each other and in the context of other market information available to MCE and may elect to negotiate PPAs with any number of respondents.

Bilaterally negotiated agreements in response to unsolicited proposals may be used for unique opportunities that are fleeting in nature such that timelines associated with an RFP or the Open Season process would prevent MCE from engaging in beneficial procurement opportunities.

Short and medium term power purchases will typically be negotiated on a bilateral basis or via independent energy brokers, particularly in markets with sufficient market price transparency to ensure competitive procurement outcomes. These markets include 1) system energy at a defined CAISO trading hub for peak, off-peak, or baseload products; 2) unbundled RECs; and 3) short term resource adequacy capacity. This process allows for maximum operational flexibility to manage supply and demand imbalances in an efficient manner.

Procurement Authorities

The MCE Board establishes procurement policies and objectives through adoption of the resource plan. The MCE Executive Officer is authorized to execute certain contracts for energy products that are consistent with the approved resource plan, while other resource commitments require MCE Board preapproval prior to execution.

For shorter term power purchases, it is appropriate for management to have discretion in contracting, consistent with its responsibilities and expertise in efficiently operating the MCE program. Time is often of the essence in such transactions, and these transactions are unlikely to raise policy considerations that require MCE Board input. For long-term commitments, it is appropriate for the MCE Board to exercise a greater degree of oversight. The various energy procurement authorities are as follows:

Short-term contracts

PPAs (energy, capacity, RECs) with terms of 12 months or less may be entered into on MCE's behalf by the Executive Director. The Executive Director will report all such contracts to the MCE Board on a monthly basis.

Medium-term contracts

PPAs (energy, capacity, RECs) with terms of greater than 12 months and less than or equal to 5 years and which are made pursuant to a MCE Board approved resource plan may be entered into on MCE's behalf by the Executive Director in conjunction with the MCE Board Chair. A committee of the MCE Board will be consulted prior to execution of any medium-term contracts. The Executive Director will report all such contracts to the MCE Board on a monthly basis.

Long-term contracts

PPAs (energy, capacity, RECs) with terms of greater than five years shall require Board approval prior to execution.

Capital Projects and Debt

Contracts associated with MCE ownership of generation assets or the assumption of debt by MCE in support of generation projects or PPAs require MCE Board pre-approval.

Other Energy Procurement

Any procurement of energy products that is inconsistent with or that is not addressed in the adopted resource plan requires MCE Board pre-approval.

Appendix A-1: Load and Resource Tables

	ean Energy	, nesou	ice bai	ance						
Nove	mber, 2014									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Energy Requirements (GWh)										
Retail Load	1289	1595	1658	1666	1675	1683	1691	1700	1708	1717
New Energy Efficiency and Distributed Generation	(10)	(15)	(41)	(54)	(68)	(81)	(95)	(108)	(122)	(135)
Retail Load (Net of EE/DG)	1,279	1,580	1,617	1,612	1,607	1,602	1,597	1,592	1,587	1,582
Distribution Line Losses and Unaccounted For Energy	77	95	97	97	96	96	96	95	95	95
Total Energy Requirements	1,356	1,675	1,714	1,709	1,703	1,698	1,692	1,687	1,682	1,677
Renewable Energy Content (%)										
Light Green	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
RPS Qualifying	29%	31%	32%	33%	33%	33%	33%	33%	33%	33%
Deep Green Participation	3%	3%	3%	4%	4%	4%	5%	5%	5%	6%
Overall MCE Renewable Energy Content (RPS and Voluntary)	52%	52%	52%	52%	52%	52%	53%	53%	53%	53%
Renewable Energy Requirements(GWh)										
PCC 0 (SENA P1)	39	3	-			-	-		-	
PCC 1 (Bundled, In-State)	155	238	263	326	349	372	395	394	393	391
PCC 2 (Bundled, Firmed and Shaped)	141	195	194	162	134	107	79	79	79	78
PCC 3 (REC Only)	36	55	61	44	47	50	53	53	52	52
Subtotal, RPS Renewable Energy Requirements	371	490	517	532	530	529	527	525	524	522
Voluntary Renewable Energy Certificate Requirements(GWh)										
Light Green Volume	269	300	291	274	273	272	271	271	270	269
Deep Green Incremental Volume	19	25	27	29	31	32	40	41	43	44
Subtotal, Voluntary RECs	288	326	319	303	304	304	311	312	313	313
Conventional Energy Requirements (includes energy w/ unbundled RECs)	1,021	1,240	1,257	1,220	1,220	1,219	1,218	1,214	1,211	1,207
Renewable Resources Under Contract (GWh)										
Product Content Category 0	39	3	-	-	-	-	-	-	-	-
Product Content Category 1	154	356	466	615	564	348	353	358	358	358
Product Content Category 2	120	115	51	-	-	-	-	-	-	-
Product Content Category 3	36	43	-	-	-	-	-	-	-	-
Subtotal, RPS Renewable Resources Under Contract	349	516	517	615	564	348	353	358	358	358
Voluntary RECs Under Contract	320	107	-	-	-	-	-	-	-	-
Open Position, RPS Renewables (GWh)	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Product Content Category 1	1	(118)	(203)	(289)	(215)	25	42	36	34	33
Product Content Category 2	21	80	143	162	134	107	79	79	79	78
Product Content Category 3	(0)	12	61	44	47	50	53	53	52	52
Subtotal, Open Position, Renewables	22	(26)	1	(83)	(34)	181	174	167	165	164
Open Position, Voluntary RECs	(32)	219	319	303	304	304	311	312	313	313
Conventional Resources Under Contract (GWh)	977	984	971	945	25	25	25	25	25	25
Open Position, Conventional Energy (GWh)	44	256	286	275	1,195	1,194	1,193	1,189	1,186	1,182
Total Energy Under Contract (GWh)	1,290	1,457	1,488	1,560	589	373	378	383	383	383
Less Variable Price Contracts (GWh)	(75)	(60)	-	-	-	-	-	-	-	-
Net Open, All Physical Energy (GWh)	141	278	226	149	1,114	1,325	1,314	1,304	1,299	1,293
Total Market Price Contract Coverage (%)	90%	83%	87%	91%	35%	22%	22%	23%	23%	239

Appendix A-2: Future Load Growth Scenario⁷

Novembe	or 2014								
Novembe	2014								
2014	2015	2016	2017	2018	2019	2020	2021	2022	202
1289	1595	2073	2083	2093	2104	2114	2125	2135	214
(10)	(15)	(41)	(54)	(68)	(81)	(95)	(108)	(122)	(135
1,279								2,014	2,011
									95
1,356	1,675	2,129	2,125	2,122	2,119	2,115	2,112	2,109	2,10
F.00/	F.00/	F00/	F00/	F.00/	F.00/	F00/	F00/	F.00/	509
									339
									759
									259
15%	15%	15%	10%	10%	10%	10%	10%	10%	109
3%	3%	3%	4%	4%	4%	5%	5%	5%	69
52%	52%	52%	52%	52%	52%	53%	53%	53%	539
39	3	-	-	-	-	-	-	-	-
		330	411	441	470	500	499	498	498
									100
									66
371	490	650	669	668	667	666	665	665	664
269	300	366	345	344	344	343	343	342	342
									56
288	326	400	381	383	384	394	395	397	398
1,021	1,240	1,555	1,511	1,512	1,514	1,515	1,513	1,511	1,509
20	2							_	
									358
									-
									-
349	516	517	615	564	348	353	358	358	358
320	107	-	-	-	-	-	-	-	-
1	(118)	(136)	(204)	(124)	123	1/17	1/11	140	139
	. ,		. ,						100
22	(26)	133	54	104	320	313	307	306	305
(00)									
(32)	219	400	381	383	384	394	395	39/	398
977	984	971	945	25	25	25	25	25	25
44	256	584	566	1,487	1,489	1,490	1,488	1,486	1,484
1,290	1,457	1,488	1,560	589	373	378	383	383	383
-75	-60	0	0	0	0	0	0	0	
-75 141	-60 278	0 641	0 565	0 1,532	0 1,746	0 1,737	0 1,729	0 1,726	1,72
	2014 1289 (10) 1,279 77 1,356 50% 29% 65% 35% 15% 33% 52% 39 155 141 36 371 269 19 288 1,021 39 154 120 36 349 320 1 21 (0) 22 (32)	1289 1595 (10) (15) 1,279 1,580 77 95 1,356 1,675 50% 50% 29% 31% 65% 65% 35% 35% 15% 15% 3% 3% 52% 52% 39 3 155 238 145 356 371 490 269 300 19 25 288 326 1,021 1,240 39 3 154 356 120 115 36 43 349 516 320 107 1 (118) 21 80 (0) 12 22 (26) (32) 219	2014 2015 2016 1289 1595 2073 (10) (15) (41) 1,279 1,580 2,032 77 95 97 1,356 1,675 2,129 50% 50% 50% 29% 31% 32% 65% 65% 65% 35% 35% 35% 15% 15% 15% 3% 3% 3% 52% 52% 52% 39 3 - 35 238 330 141 195 244 36 55 76 371 490 650 269 300 366 19 25 35 288 326 400 1,021 1,240 1,555 39 3 - 154 356 466 120 115 51	2014 2015 2016 2017 1289 1595 2073 2083 (10) (15) (41) (54) 1,279 1,580 2,032 2,029 77 95 97 97 1,356 1,675 2,129 2,125 50% 50% 50% 50% 29% 31% 32% 33% 65% 65% 65% 65% 65% 35% 35% 35% 25% 15% 15% 15% 10% 3% 3% 3% 4% 52% 52% 52% 52% 39 3 - - 39 3 - - 36 55 76 55 371 490 650 669 269 300 366 345 19 25 35 37 288 326 400 </td <td>2014 2015 2016 2017 2018 1289 1595 2073 2083 2093 (10) (15) (41) (54) (68) 1,279 1,580 2,032 2,029 2,025 77 95 97 97 96 1,356 1,675 2,129 2,125 2,122 50% 50% 50% 50% 50% 29% 31% 32% 33% 33% 65% 65% 65% 75% 75% 35% 35% 35% 25% 25% 15% 15% 10% 10% 33% 3% 3% 4% 4% 52% 52% 52% 52% 39 3 - - - 155 238 330 411 441 141 195 244 204 169 36 55 76 55<!--</td--><td>2014 2015 2016 2017 2018 2019 1289 1595 2073 2083 2093 2104 (10) (15) (41) (54) (68) (81) 1,279 1,580 2,032 2,029 2,025 2,022 77 95 97 97 96 96 1,356 1,675 2,129 2,125 2,122 2,119 50% 50% 50% 50% 50% 50% 50% 29% 31% 32% 33% 34 4% 4% 4% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52%</td><td>2014 2015 2016 2017 2018 2019 2020 1289 1595 2073 2083 2093 2104 2114 (10) (15) (41) (54) (68) (81) (95) 1,279 1,580 2,032 2,029 2,025 2,022 2,019 77 95 97 97 96 96 96 1,356 1,675 2,129 2,125 2,122 2,119 2,115 50% 50% 50% 50% 50% 50% 50% 50% 29% 31% 32% 33% 33% 33% 33% 33% 35% 66% 65% 65% 65% 75% 75% 75% 75% 75% 75% 75% 25% 25% 25% 25% 25% 25% 25% 25% 25% 25% 25% 25% 52% 52% 52% 52% 52% 52</td><td>2014 2015 2016 2017 2018 2019 2020 2021 1289 1595 2073 2083 2093 2104 2114 2125 (10) (15) (41) (54) (68) (81) (95) (108) 1,279 1,580 2,032 2,029 2,025 2,022 2,019 2,017 77 95 97 97 96 96 96 95 1,356 1,675 2,129 2,125 2,122 2,119 2,115 2,112 50% 50% 50% 50% 50% 50% 50% 50% 29% 31% 32% 33% 34 4% 4% 4% <</td><td>2014 2015 2016 2017 2018 2019 2020 2021 2022 1289 1595 2073 2083 2093 2104 2114 2125 2135 (10) (15) (41) (54) (68) (81) (95) (108) (122) 1,279 1,580 2,032 2,022 2,022 2,022 2,017 2,017 2,017 2,014 77 95 97 97 96 96 96 95 95 1,356 1,675 2,129 2,125 2,122 2,119 2,115 2,112 2,109 50%</td></td>	2014 2015 2016 2017 2018 1289 1595 2073 2083 2093 (10) (15) (41) (54) (68) 1,279 1,580 2,032 2,029 2,025 77 95 97 97 96 1,356 1,675 2,129 2,125 2,122 50% 50% 50% 50% 50% 29% 31% 32% 33% 33% 65% 65% 65% 75% 75% 35% 35% 35% 25% 25% 15% 15% 10% 10% 33% 3% 3% 4% 4% 52% 52% 52% 52% 39 3 - - - 155 238 330 411 441 141 195 244 204 169 36 55 76 55 </td <td>2014 2015 2016 2017 2018 2019 1289 1595 2073 2083 2093 2104 (10) (15) (41) (54) (68) (81) 1,279 1,580 2,032 2,029 2,025 2,022 77 95 97 97 96 96 1,356 1,675 2,129 2,125 2,122 2,119 50% 50% 50% 50% 50% 50% 50% 29% 31% 32% 33% 34 4% 4% 4% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52%</td> <td>2014 2015 2016 2017 2018 2019 2020 1289 1595 2073 2083 2093 2104 2114 (10) (15) (41) (54) (68) (81) (95) 1,279 1,580 2,032 2,029 2,025 2,022 2,019 77 95 97 97 96 96 96 1,356 1,675 2,129 2,125 2,122 2,119 2,115 50% 50% 50% 50% 50% 50% 50% 50% 29% 31% 32% 33% 33% 33% 33% 33% 35% 66% 65% 65% 65% 75% 75% 75% 75% 75% 75% 75% 25% 25% 25% 25% 25% 25% 25% 25% 25% 25% 25% 25% 52% 52% 52% 52% 52% 52</td> <td>2014 2015 2016 2017 2018 2019 2020 2021 1289 1595 2073 2083 2093 2104 2114 2125 (10) (15) (41) (54) (68) (81) (95) (108) 1,279 1,580 2,032 2,029 2,025 2,022 2,019 2,017 77 95 97 97 96 96 96 95 1,356 1,675 2,129 2,125 2,122 2,119 2,115 2,112 50% 50% 50% 50% 50% 50% 50% 50% 29% 31% 32% 33% 34 4% 4% 4% <</td> <td>2014 2015 2016 2017 2018 2019 2020 2021 2022 1289 1595 2073 2083 2093 2104 2114 2125 2135 (10) (15) (41) (54) (68) (81) (95) (108) (122) 1,279 1,580 2,032 2,022 2,022 2,022 2,017 2,017 2,017 2,014 77 95 97 97 96 96 96 95 95 1,356 1,675 2,129 2,125 2,122 2,119 2,115 2,112 2,109 50%</td>	2014 2015 2016 2017 2018 2019 1289 1595 2073 2083 2093 2104 (10) (15) (41) (54) (68) (81) 1,279 1,580 2,032 2,029 2,025 2,022 77 95 97 97 96 96 1,356 1,675 2,129 2,125 2,122 2,119 50% 50% 50% 50% 50% 50% 50% 29% 31% 32% 33% 34 4% 4% 4% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52% 52%	2014 2015 2016 2017 2018 2019 2020 1289 1595 2073 2083 2093 2104 2114 (10) (15) (41) (54) (68) (81) (95) 1,279 1,580 2,032 2,029 2,025 2,022 2,019 77 95 97 97 96 96 96 1,356 1,675 2,129 2,125 2,122 2,119 2,115 50% 50% 50% 50% 50% 50% 50% 50% 29% 31% 32% 33% 33% 33% 33% 33% 35% 66% 65% 65% 65% 75% 75% 75% 75% 75% 75% 75% 25% 25% 25% 25% 25% 25% 25% 25% 25% 25% 25% 25% 52% 52% 52% 52% 52% 52	2014 2015 2016 2017 2018 2019 2020 2021 1289 1595 2073 2083 2093 2104 2114 2125 (10) (15) (41) (54) (68) (81) (95) (108) 1,279 1,580 2,032 2,029 2,025 2,022 2,019 2,017 77 95 97 97 96 96 96 95 1,356 1,675 2,129 2,125 2,122 2,119 2,115 2,112 50% 50% 50% 50% 50% 50% 50% 50% 29% 31% 32% 33% 34 4% 4% 4% <	2014 2015 2016 2017 2018 2019 2020 2021 2022 1289 1595 2073 2083 2093 2104 2114 2125 2135 (10) (15) (41) (54) (68) (81) (95) (108) (122) 1,279 1,580 2,032 2,022 2,022 2,022 2,017 2,017 2,017 2,014 77 95 97 97 96 96 96 95 95 1,356 1,675 2,129 2,125 2,122 2,119 2,115 2,112 2,109 50%

⁷ Appendix A-2, which illustrates MCE's energy resource balance, incorporates potential future membership expansion with a 25% load increase starting in 2016 and each year thereafter



Integrated Resources Plan 2014 Update (Agenda Item #08)

Greg Brehm – Director of Power Resources | Marin Clean Energy

November 6, 2014





Purpose of Integrated Resource Plan (IRP)

- The IRP describes how MCE intends to supply its customers with electricity and related services to achieve the policy goals that have been established for the MCE Program.
- The IRP is updated annually and covers a forward looking tenyear period.
- Three primary purposes:
 - 1. Quantify resource needs over the planning period.
 - Prioritize resource preferences and establish other relevant power procurement policies.
 - 3. Provide guidance to power procurement process undertaken by management.

Changes for 2014

- Updated customer and load forecast to account for currently enrolled customers and new territory expansions.
- Updated projections for energy efficiency savings and growth in net energy metering.
- Updated existing contracts and resource needs because of:
 - 2014 open season procurement
 - Additional Bucket 1 purchases to replace voluntary REC volumes, reduced reliance on unbundled RECs
 - Changes to contracted renewable energy projects' expected commercial operation dates
 - Added local solar project developments under MCE's Feed-In Tariff, "Local Solar" program, and MCE Solar 1 development



Key MCE Resource Plan Policies

- Reduce emissions of greenhouse gasses and other pollutants through increased use of renewable energy resources and reduced reliance on fossil fueled resources.
- Maintain competitive electric rates and increase control over energy costs through management of diverse resource mix.
- Benefit area's economy through investments in local infrastructure and energy programs.
- Help customers reduce energy consumption and bills through energy efficiency, distributed generation, and other demandside programs.
- Enhance system reliability through investment in supply and demand-side resources.

Highlights of Draft IRP – Resource Targets

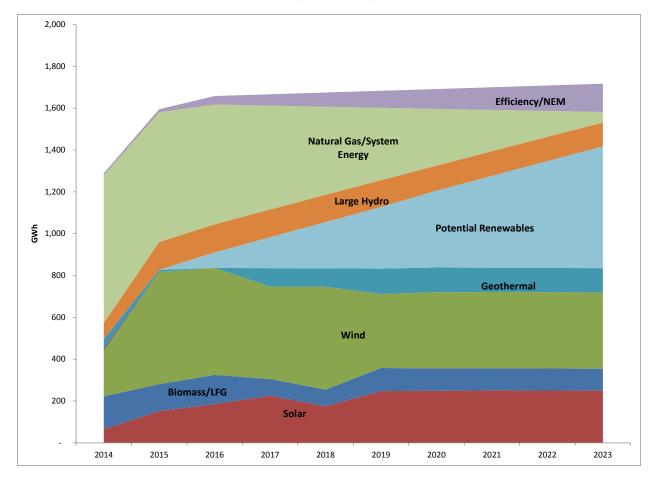
- MCE will utilize a portfolio of resources to maintain a renewable energy content of more than 50% during the planning period and progress toward a long term goal of increasing the renewable resource content to 100%.
- Planning for 10X increase (to 10 MW) in local renewable generation developed through MCE feed-in tariff, power purchase agreement, or possibly direct investment.
- Planning for 2.5X increase (to 47 MW) in customer-sited renewable generation under MCE's net energy metering program.
- New MCE energy efficiency programs expected to reduce energy sales by 2% over the planning period.
- Demand response programs (MCE) expected to meet 5% of overall capacity needs.

Special Considerations Federal Investment Tax Credit (ITC)

- The Federal ITC is scheduled to expire on December 31, 2016.
- Without the ITC, future renewable energy prices are expected to rise by as much as 30% over recent offers to MCE
- Should existing projects fail to deliver as anticipated, the cost of replacement energy may exceed the contract price.
- Staff proposes to reduce ITC risk through the specification of Performance Security equal to one year of anticipated revenue for future PPAs - approximately three times the Performance Security amount established in prior MCE contracts.

Highlights of Draft IRP – Resource Mix

MCE Potential Resource Mix (GWh), 2014-2023



Highlights of Draft IRP – Resource Needs

- MCE currently manages 17 energy contracts with 14 energy suppliers.
- Conventional energy needs through 2017; roughly 25MWs needed for On peak and Off peak periods.
- Additional energy products will be needed as follows:
 - Longer term need beginning in 2018 (PCC1, PCC2, and PCC3).
 - Need for renewable energy certificates in 2015 and beyond to support voluntary renewable energy targets (Green-e).
 - Need for carbon neutral energy in 2015 and beyond to support voluntary GHG emissions targets.
 - Capacity purchases are needed to meet resource adequacy obligations beginning in 2016.
 - New Flexible Resource Adequacy requirements begin in 2015.

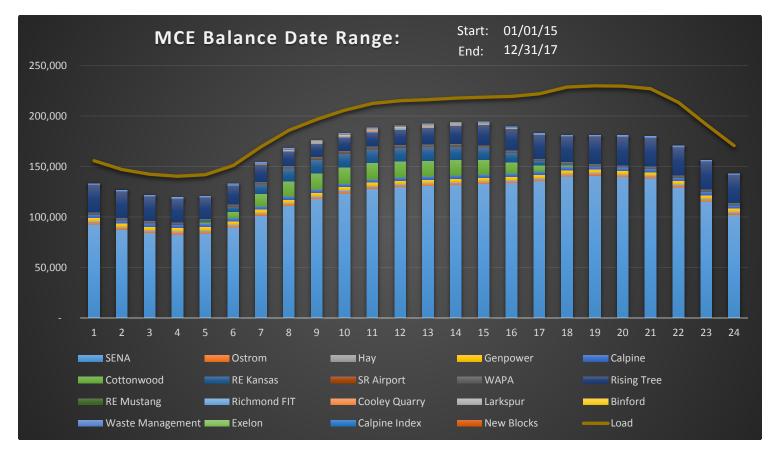
MCE Open Positions

- Through 2017, MCE's energy requirements are well-hedged with a diversified portfolio of contracts.
- MCE's open position for total, conventional, and renewable energy through 2017 is relatively small and will me managed through selected monthly block purchases and balancing in the spot market.

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Total Energy Requirements	1,356	1,675	1,714	1,709	1,703	1,698	1,692	1,687	1,682	1,677
Total Energy Under Contract (GWh)	1,215	1,397	1,488	1,560	589	373	378	383	383	383
Net Open, All Physical Energy (GWh)	141	278	226	149	1,114	1,325	1,314	1,304	1,299	1,293
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Voluntary RECs Under Contract (GWh)	320	107	-	-	-	-	-	-	-	-
Open Position, Renewable Energy (GWh)	(10)	192	319	220	270	485	485	479	478	477

Highlights of Draft IRP – Resource Needs

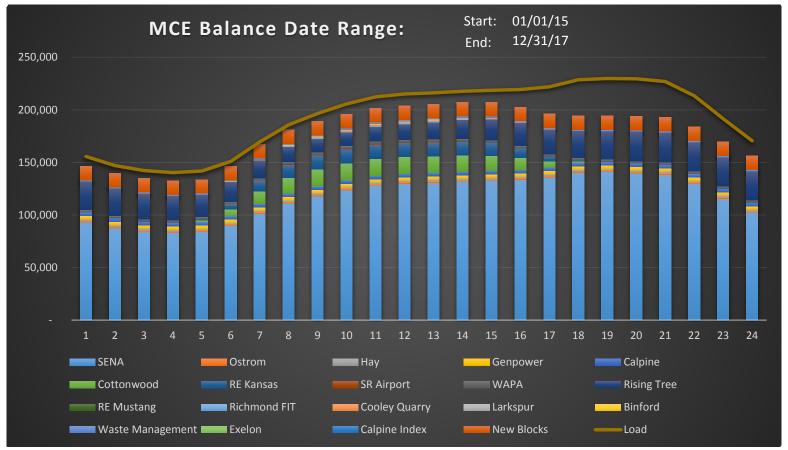
2015 – 2017 MCE load and resource balance by energy contract



The 99 MW Rising Tree wind contract is complementary to MCE's load and solar contracts

Highlights of Draft IRP – Resource Needs

2015 – 2017 MCE load and resource balance by energy contract with 25MW blocks of conventional energy



RPS Product Definitions

		Procurement Specifications				
Renewables Portfolio Standard (RPS), Portfolio Content Category (PCC)	Key Features/ Attributes	Compliance Period 1 (Jan 1, 2011 – Dec 31, 2013)	Compliance Period 2 (Jan 1, 2014 – Dec 31, 2016)	Compliance Period 3 (Jan 1, 2017 – Dec 31, 2020)		
PCC 1	Generating resource must be located in California*	≥ 50% of RPS obligation	≥ 65% of RPS obligation	≥ 75% of RPS obligation		
PCC 2	Firmed/shaped product; generators are typically located out-of-state*	No specified limitation; approx. 25% of RPS obligation	No specified limitation; approx. 20% of RPS obligation	No specified limitation; approx. 15% of RPS obligation		
PCC 3	Unbundled certificates; no energy delivery requirement	≤ 25% of RPS obligation	≤ 15% of RPS obligation	≤ 10% of RPS obligation		

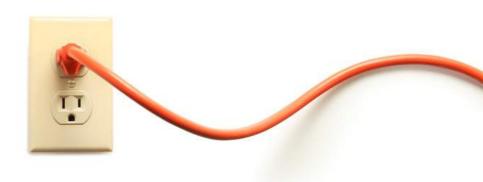
^{*}General guideline regarding PCC eligibility.



Highlights of IRP – Procurement Methods

- <u>Bilaterally negotiated/brokered agreements</u> used for short to medium term purchases of standardized products in markets with price transparency; also used for unique, fleeting opportunities.
- Open Season process annual cycle generally used for longer term procurement needs.
- Requests for proposal process may be used for mid or long term commitments when urgent or unique needs are identified, time permits to conduct process, and RFP deemed likely to produce most competitive outcome.
- <u>Standard Offer/Feed-In-Tariff</u> for small, local projects, subject to programmatic limits (long term).

Questions? Comments?





November 6, 2014

TO: Marin Clean Energy Board

FROM: Emily Goodwin, Director of Internal Operations

RE: Addendum to Agreement with Noble Americas Energy Solutions,

LLC (Agenda Item #09)

ATTACHMENTS: A. Master Professional Services Agreement for Data Manager

Services between Sempra Energy Solutions (now Noble Americas

Energy Solutions, LLC) and Marin Energy Authority dated

February 5, 2010

B. First Addendum for Data Manager Services between Noble Americas Energy Solutions, LLC and Marin Energy Authority)

dated March 1, 2012

C. Second Addendum for Data Manager Services between Noble Americas Energy Solutions, LLC and Marin Energy Authority MCE

dated February 7, 2013

D. Draft Third Addendum for Data Manager Services between

Noble Americas Energy Solutions LLC, and MCE

Dear Board Members:

SUMMARY:

On February 5, 2010 your Board approved a Master Professional Services Agreement ("Master Agreement") between Sempra Energy Solutions (now Noble Americas Energy Solutions, LLC or "Noble") and Marin Energy Authority (now Marin Clean Energy or "MCE") to provide data manager services and customer support. The data manager role was established to process customer service requests and administer customer enrollments and departures from the program, maintaining a current database of customers. The data manager also coordinates the issuance of monthly bills through the distribution utility's billing process and tracks customer payments; activities also include the electronic exchange of usage, billing, and payments data with the distribution utility and MCE, tracking of customer payments and accounts receivable, issuance of late payment and/or service termination notices, and administration of customer deposits in accordance with MCE credit policies. Through the Master Agreement the data manager role also included operations of a call center to respond to customer inquiries on a regular basis, including during customer enrollment periods.

On March 1, 2012 your Board approved the First Addendum for Data Manager Services ("First Addendum") with Noble Americas Energy Solutions, LLC to add to the range of services outlined in the Master Agreement. This First Addendum included an increase in the number of accounts being served, eliminated the monthly volumetric charge for accounts between 71,001 and 115,000, resulting in a lower average cost of service and was set to terminate on April 30, 2015. The First Addendum allowed for an increase in customer accounts, and other the service related needs based on completion of MCE's Phase II customer enrollment.

On February 2, 2013, your Board approved the Second Addendum which included the existing provision of services for up to 125,000 meters, allowed for expansion of service to the City of Richmond and extended the term through December 2017 to ensure stability of service for MCE's data management needs. The Second Addendum included a suite of additional services, while maintaining a competitive pricing structure, including a stable rate per meter.

Highlights from the additional scope of services included:

- 1. Enrollment and administration services supporting a new <u>Balanced Payment Plan Program</u>, providing customers with the option of paying a fixed cost per month to stabilize energy bills over a calendar year.
- 2. Enrollment and administration services and billing detail for a new On Bill Repayment program, part of the 2013/14 Energy Efficiency program.
- 3. Enhancements to <u>customer information</u> systems of tracking and interface, including metrics for answering calls during enrollment periods, enhanced bill viewing, automation of written correspondence with new and existing customers, and routine updating of contact information.
- 4. Adjusted and <u>defined reporting practices</u> including maintenance of historical usage and full volume usage by rate class.
- 5. <u>Translation services</u> for messaging and inbound calls for Spanish, Vietnamese, Mandarin, Cantonese, Tagalog and Laotian languages to accommodate new service area demographics.
- 6. <u>Provision of Qualified Reporting Services (QRE)</u> for the Feed-in Tariff (FIT) program helping to streamline performance tracking and invoice creation of MCE's local renewable projects.

The fee structure in the Second Addendum includes a reduced fee per customer meter from \$1.75 to \$1.50. This resulted in a substantial savings to MCE, notwithstanding the increase in net services provided. The fees in the Second Addendum are structured as follows:

- a) Monthly Fee. Each month during the Operational Period, MCE shall pay Noble a flat \$30,000 fee to cover fixed costs.
- b) Meter Fee. Each month during the Operational Period, MCE shall pay Noble \$1.50 for each CCA Customer meter enrolled in the CCA service.

In recent months staff has been in discussions with Noble Energy Solutions to draft a Third Addendum to the Master Agreement. The proposed Third Addendum is predominantly a fee structure reduction available to MCE based on economies of scale established following recent partnerships between Noble and Sonoma Clean Power. Noble has offered to extend the same pricing structure to MCE that exists for Sonoma

Clean Power and the City of Lancaster beginning December 1, 2014 and running through April 30, 2019 as summarized below:

- For the first 100,000 meters, the fee is \$1.50 per meter per month
- For meters 100,001 200,000, the fee is \$1.25 per meter per month
- For meters 200,001 300,000, the fee is \$1.20 per meter per month
- For meters in excess of 300,000, the fee is \$1.10 per meter per month
- If call center services are removed from the scope of work, MCE shall receive a deduction of \$0.15 per meter, per month from each pricing tier above

During the recent negotiations between Noble and MCE, Noble was willing to include various additions to the scope of the Agreement while avoiding inflated charges. A few noteworthy items from the enhanced scope include:

- The provision of SmartMeter data support
- Ensuring sufficient call center staffing regardless of other non-MCE CCA enrollment periods
- Expansion of translation services to serve a more diversified demographic
- Enhanced on-bill repayment billing support for MCE's Energy Efficiency program

With the removal of the current monthly service fee of \$30,000 and the adjustments made to the per meter charge, MCE will realize a monthly savings of roughly \$35-40,000 upon execution of this Third Addendum.

Recommendation: Authorize execution of the Third Addendum for Data Manager Services between Noble Americas Energy Solutions and MCE.

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement ("Agreement") is entered into effective the fifth day of February 2010, by and between Sempra Energy Solutions LLC ("SES") and Marin Energy Authority ("MEA"). Each may be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH

WHEREAS, MEA is scheduled to begin providing Community Choice Aggregation Services Program (CCA Program) on or around May 7, 2010; and

WHEREAS, MEA has requested that SES perform the data management services described in the Addendum for Data Manager Services attached hereto and incorporated herein by this reference (the "Addendum"); and

WHEREAS, MEA will be purchasing electricity for the CCA Program from Shell Energy North America ("Supplier").

NOW, THEREFORE, for and in consideration of the mutual benefits, obligations, covenants, and consideration, the receipt and sufficiency of which are hereby acknowledged, SES and MEA hereby agree as follows:

SERVICES. Subject to the terms and conditions of this Agreement and during the term of this
Agreement, SES shall provide to MEA, the services described in the Addendum (the "Services"). From time
to time the parties may add new addenda, which upon execution by both parties, shall be subject to the
terms and conditions of this Agreement.

2. <u>CONDITIONS TO SES PERFORMANCE</u>.

- (a) <u>Information and Assistance</u>. MEA shall provide SES with information and reasonable assistance so that SES can effectively provide the Services. To the extent that MEA delays in providing SES with the requested information or assistance, SES shall be excused from timely providing the affected Services.
- (b) <u>Notification</u>. MEA shall notify all other relevant parties of the existence of this Agreement and SES role as contemplated in this Agreement, as necessary. MEA will execute the necessary agreements or other documents with other relevant parties to permit SES to provide the Services contemplated in this Agreement.
- (c) <u>CCA Completion</u>. The following are conditions precedent to SES' performance under this Agreement:
 - (1) An executed CCA Service Agreement in the form approved by the LDC shall be submitted to the California Public Commission ("CPUC");
 - (2) MEA shall satisfy LDC's credit-worthiness requirements set forth in the LDC tariffs; and
 - (3) MEA shall be registered with the CPUC as a CCA and shall have filed a CCA implementation Plan with the CPUC.

FEES AND BILLING.

- (a) Fees. MEA shall pay all fees due in accordance with the Addendum.
- (b) <u>Billing and Payment Terms.</u> Unless otherwise indicated in the applicable Addendum, SES shall invoice MEA monthly for all fees related to Services performed during the previous month. Payment of fees shall be due within thirty (30) days after the date of invoice. All payments must be made in U.S. dollars. Late payments hereunder shall accrue interest at the lower of the rate of one percent (1%) per month, or the highest rate allowed by law.
- (c) <u>Taxes</u>. Payments due to SES under this Agreement shall be net of all sales, value-added, use or other taxes and obligations.
- 4. REPRESENTATIONS AND WARRANTIES. On the Effective Date and the date of entering into each Addendum, each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and each Addendum; (iii) the execution, delivery and performance of this Agreement and each Addendum are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Agreement, each Addendum, and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; and (v) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt.
- 5. <u>INDEMNIFICATION</u>. Each Party shall indemnify, defend and hold harmless the other Party from and against any Claims arising from or out of the negligence, gross negligence or willful misconduct of the Party subject to the limitations of liability set forth in Section 9 of this Agreement. "Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.
- 6. <u>TERM.</u> Unless earlier terminated pursuant to the terms of Section 7, the term of this Agreement shall be the Effective Period described in the Addendum.

7. TERMINATION.

- (a) <u>Early Termination Due to Cancellation of CCA program</u>. If MEA determines on or before May 7, 2010, in its sole and absolute discretion, not to proceed with the CCA program, MEA may terminate this Agreement by giving written notice to SES as provided in Section 21 of this Agreement. In that event: (a) SES shall be entitled to keep any fees already paid; (b) MEA shall pay the Cancellation Fee set forth in Section 4 the Addendum; and (c) MEA shall pay any amounts owed, under Section 4 of the Addendum, but MEA shall have no obligation to pay any additional fees or costs.
- (b) <u>Termination for Default.</u> Either Party may terminate this Agreement or the applicable Addendum if any one of the following events (each a "Default") occurs with respect to the other

Party: (i) with respect to MEA, MEA fails to pay amounts due hereunder and such failure continues for seven (7) business days after written notice from SES; (ii) default in the observance or performance by a Party of any of such Party's material covenants or agreements in this Agreement (other than a default in a payment obligation) and such default continues unremedied for twenty (20) Business Days after written notice is given to such Party failing to perform its covenants or agreements under this Agreement; or; (iii) either Party makes an assignment for the benefit of creditors (other than with regard to a collateral assignment to an entity providing financing to such Party) or files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or has such a petition filed against it or otherwise becomes bankrupt or insolvent (however evidenced) or is unable to pay its debts as they fall due.

- (c) <u>Effect of Termination</u>. Upon the effective date of expiration or termination of this Agreement: (i) SES may immediately cease providing Services hereunder; and (b) any and all payment obligations of MEA under this Agreement will become due immediately.
- 8. <u>DAMAGES ON TERMINATION FOR DEFAULT OF AGREEMENT</u>. The parties agree that upon termination of this Agreement, their respective damages for any Default of this Agreement shall be as follows:
 - (a) For MEA Default. If this Agreement is terminated due to MEA Default, MEA shall pay to SES an amount equal to: (i) the Electricity Usage Fee and the Meter Fee each multiplied by their respective Contract Quantities for the remaining term of this Agreement, which are set forth in the addendum, less (ii) SES' costs of providing the Services over the remaining term of the Agreement, plus (iii) any amounts owed to SES but not paid for.
 - (b) <u>For SES Default</u>. If this Agreement is terminated due to SES Default, SES shall pay MEA an amount equal to:
 - (i) MEA's cost of funds incurred during any delay due to an SES billing error, which is agreed to be simple interest accruing at the prime interest rate as established by the Wall Street Journal on any amounts not accurately and timely billed during the "Default Period." The Default period shall commence on the latest date that the amount in question could have been paid to MEA without being delinquent, had the amount been accurately and timely billed. The Default Period shall end when all billing errors are corrected for the amount in question, and an accurate bill is delivered to the customer by the LDC; provided that such corrections are performed within a commercially reasonable amount of time. All such corrections shall be limited to the previous six months of billings.
 - (ii) MEA's incremental cost of obtaining replacement Services under similar terms and conditions, which shall be calculated as the positive difference, if any, by subtracting the Fees that would be due to SES for the remaining term of the Addendum from cost of replacement Services from a new service provider, provided that such amount shall not exceed the total amount due from Buyer to Seller under the Addendum.
- 9. <u>EXCLUSIVE REMEDY</u>. To avoid doubt, MEA's sole and exclusive remedy if MEA is not satisfied with SES 's performance of Services or SES's failure to perform Services shall terminate this Agreement according to Section 8. Any damages associated with an SES Default shall be limited to recovery of damages as provided in Section 8. THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED HEREIN SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OR DEFAULT ARISING FROM ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED

HEREIN, SUCH REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS MAY BE INCLUDED IN AN EXPRESS REMEDY PROVIDED FOR HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, WHETHER BASED ON STATUTE, CONTRACT, TORT, UNDER ANY INDEMNITY, INCLUDING ANY CLAIMS FOR MONETARY PENALTIES ASSESSED BY THE CAISO ASSOCIATED WITH SQMD REPORTING OR OTHERWISE, WITHOUT REGARD TO CAUSE OR THE NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ANY SUCH LIABILITY, EVEN IF DURING THE TERM HEREOF IT ADVISES THE OTHER OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

- 10. <u>FORCE MAJEURE</u>. If a Party is rendered unable, by an event of Force Majeure, to carry out wholly or in part its obligations under this Agreement and if such Party gives notice and full particulars of such event of Force Majeure to the other Party promptly after the occurrence of the event relied on, then the obligations of the Party affected by such event of Force Majeure, other than the obligation to make payments then due or becoming due hereunder, shall be suspended from the inception and throughout the period of continuance of any such inability so caused, but for no longer period, and the affected Party shall use commercially reasonable efforts to remedy the event of Force Majeure with all reasonable dispatch. The term "Force Majeure" shall mean an event that is beyond the control of the Party affected including but not limited to flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riots, civil disturbance or disobedience, labor dispute, material shortage, sabotage, terrorist activity, restraint by court order or public authority, and action or non-action by or inability to obtain the necessary authorization or approvals from any governmental agency or authority, which by exercise of due diligence such Party has been unable to overcome. Force Majeure shall not include economic hardship or unscheduled outage of equipment or imminent breakage of equipment or other imminent property damage for any reason.
- 11. <u>RELATIONSHIP OF PARTIES</u>. SES and MEA are independent contractors and this Agreement will not establish any relationship or partnership, joint venture, employment, franchise, or agency between SES and MEA. Neither SES nor MEA will have the power to bind the other or incur obligations on the other's behalf with the other's prior written consent, except as otherwise expressly provided for herein.
- 12. <u>ASSIGNMENT OF RIGHTS</u>. Neither Party shall assign any of its rights or delegate any of its responsibilities hereunder without first obtaining the consent of the other Party except it may be assigned or transferred without such consent: (i) by either Party to a successor acquiring all or substantially all of the shares and/or the assets of the transferring Party, whether by merger or acquisition, (ii) by either Party to any wholly-owned Affiliate. Any such request shall be made in writing and the consent, if any, shall be made in writing. Any transfer in violation of this provision shall be void.
- 13. <u>FURTHER ACTIONS</u>. The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

- 14. <u>CONFIDENTIALITY</u>. This Agreement and all information shared between the Parties regarding this Agreement and the Services to be provided hereunder (e.g., reports, etc.) is strictly confidential and shall not be disclosed by a Party (except to such Party's Affiliates, employees, lenders, counsel and other advisors, permitted assignees, or prospective purchasers who have agreed to treat such information as confidential) without the prior written consent of the other Party, except (i) as required by Law and (ii) MEA may share all such data with Supplier. In addition, SES shall comply with the requirements of the customer information confidentiality policy adopted by MEA. The Parties agree that damages would be an inadequate remedy for breach of this provision and that either Party shall be entitled to equitable relief in connection herewith, provided that any damages shall be limited to actual damages as provided herein.
- 15. <u>COMPLIANCE WITH LAW.</u> Each party shall be responsible for compliance with all laws or regulations applicable to the Services being provided under this Agreement. If either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the Parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only, the remaining provisions will remain in full force and effect. Any such termination shall not constitute a Default as defined in Section 7, above.
- 16. <u>CHOICE OF LAW.</u> This Agreement, and the rights and duties of the Parties arising hereunder, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction.
- 17. <u>INTEGRATION</u>. This Agreement contains the complete understanding between the Parties, supersedes all previous discussions, communications, writings and agreements related to the subject matter of this Agreement, and, except to the extent otherwise provided for herein, may not be amended, modified or supplemented except in a writing signed by both Parties.
- 18. <u>WAIVER</u>. No waiver by either Party of any right or obligation hereunder, including in respect to any Default by the other Party, shall be considered a waiver of any future right or obligation, whether of a similar or different character. Any waiver shall be in writing.
- 19. <u>ATTORNEY'S FEES</u>. In the event that an action, suit or other proceeding is brought to enforce or interpret this Agreement or any part hereof or the rights or obligations of any Party to this Agreement, the prevailing Party will be entitled to recover from the other Party reasonable attorneys' fees and direct out-of-pocket costs and disbursements associated with the dispute that are incurred by the prevailing Party.
- 20. <u>GOVERNMENTAL ENTITY</u>. MEA shall not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement. Except as provided in Section 7(a) above, MEA's failure to obtain any necessary budgetary approvals, appropriations, or funding for its obligations under this Agreement shall not excuse MEA's performance hereunder.
- 21. <u>NOTICES</u>. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of service if sent by telecopier, provided the original is concurrently sent by first class mail, and provided that notices received by telecopier after 5:00 p.m. shall be deemed given on the next business day, (iii) on the next business day after deposit with a recognized overnight delivery service, or (iv) or on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

If to SES: SEMPRA ENERGY SOLUTIONS LLC

401 West A Street, Suite 500 San Diego, CA 92101

Drake Welch 619-684-8360

With a copy to: SEMPRA ENERGY SOLUTIONS LLC

401 West A Street, Suite 500

San Diego, CA 92101 Legal Department 619-684-8350

If to MEA: MARIN ENERGY AUTHORITY

3501 Civic Center Drive, Room 308

San Rafael, CA 94903

Dawn Weisz 415-499-7880

With a Copy to: SUPPLIER

<ADDRESS>

<CITY, STATE AND ZIPCODE>

<CONTACT> <FASCIMILE>

- 22. <u>TIME</u>. Time is of the essence of this Agreement and each and all of its provisions. The parties agree that the time for performance of any action permitted or required under this Agreement shall computed as if such action were "an act provided by law" within the meaning of California Civil Code §10, which provides: "The time in which any act provided by law to be done is computed by excluding the first day and including the last, unless the last day is a holiday, and then it is also excluded."
- 23. <u>LIMITATIONS.</u> Nothing contained in this Agreement shall in any way limit SES from marketing any of its products and services. SES agrees not to use any of the CCA data for its own marketing purposes.

24<u>THIRD PARTY BENEFICIARIES.</u> The Parties agree that there are no third party beneficiaries to this Agreement either expressed or implied.

25. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA. MEA is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated December 19, 2008 and is a public entity separate from its constituent members. MEA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. SES shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MEA's constituent members in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the effective date provided herein.

Sempra Energy Solutions LLC

Marin Energy Authority

itle:

James M. Wood
President

Name: Dawn (2) 657

Title: Interin Director

For SES's Use Only
Trade Date
SES's ID

Addendum for Data Manager Services

Reference:
MASTER PROFESSIONAL SERVICES AGREEMENT
Between Sempra Energy Solutions LLC ("SES")
And ("")
As of ("Effective Date")
Addendum Date:

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

 EFFECTIVE PERIOD This Addendum and the Master Agreement shall be in full force and effect as of the date that the Addendum and Master Agreement are executed by both Parties through the end of the Operational Period. The Operational Period shall be from May 1, 2010 through April 30 2015.

2. TECHNICAL TESTING

- (a) <u>SES Requirements.</u> SES shall complete the technical testing of all necessary electronic interfaces with the LDC, which provide for the communication by Internet and Electronic Data Interchange ("EDI") between SES and LDCs to confirm system compatibility related to CCA Service Requests ("CCASR's"), billing collections, meter reading and electricity usage data. SES shall demonstrate successful completion of all standard LDC technical testing and shall have the capability and signed agreements necessary to communicate or exchange the information using EDI, Internet or an electronic format acceptable to the LDC.
- (b) <u>LDC Requirements.</u> The LDC will provide the Meter Data Management Agent services and will make the data accessible to SES on an MDMA server pursuant to the LDC standards.
- 3. <u>DESCRIPTION OF DATA MANAGER SERVICES</u> During the Operational Period SES shall provide the Data Manager Services listed below.
 - (a) Electronic Data Exchange Services:
 - Receive CCASRs from the LDC which specify the changes to a CCA customer's choice of services such as customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
 - Obtain customer usage data from the LDC's MDMA server (867 Electronic Data Interchange Files).
 - Communicate the amount to be billed by the LDC for services provided by the CCA (810 Electronic Data Interchange Files).
 - Receive payment transactions toward CCA charges from the LDC after payment is received by the LDC from customers (820 Electronic Data Interchange Files).
 - (b) Customer Information System:
 - Maintain a customer data base of all CCA Customers and identity each customer's enrollment status, payment and collection status.
 - (c) Customer Call Center:
 - Staff a call center between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding LDC holidays.
 - Receive calls from CCA customers referred to SES by the LDC and receive calls from CCA customers choosing to contact SES directly without referral from the LDC.
 - Provide a contact telephone number on the LDC invoice that would allow CCA customers to contact SES directly.

Addendum for Electricity Scheduling, Supply Management and Settlement Services

(10/31/06)

- Respond to telephone inquiries from CCA customers using a script developed by the CCA.
 For questions not addressed by the script, refer inquiries either back to the LDC or to the CCA.
- Respond to customer inquiries within an average of 24 hours. Inquiries would be received either through telephone calls, Internet Chat or email.

(d) Billing Administration:

- Maintain a table of rate schedules provided by the CCA
- Apply LDC account usage against applicable rate
- Review application of CCA rates to LDC accounts to ensure that the proper rates are applied to the accounts.
- Timely provide billing information to the LDC to meet the LDC billing window.
- Use commercially reasonable efforts to remedy billing errors in a timely manner, no more than two billing cycles.

(e) Reporting

- Daily and monthly report of billing information (usage, dollars, etc)
- Daily and monthly report of payment transactions received
- · Weekly report of delinquent accounts
- Weekly report of exceptions (usage delayed, usage received but unbilled, usage gaps, etc)
- Weekly report of accounts added and dropped
- Monthly report of error rate
- · Monthly report of billing timeliness
- Monthly report to MEA that indicate the number of Customer Call Center inquiries received, the
 average time required to respond to the inquiry, the percentage of issues resolved per inquiry

(f) Settlement Quality Meter Data

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

4. FEES

- 4.1 Cancellation Fee. The Cancellation Fee described in 7(a) of the Agreement shall be \$125,000.00.
- 4.2 <u>Electricity Usage Fee.</u> Each month during the Operational Period MEA shall pay SES \$0.45/MWh for every MWh of metered usage of CCA customers.
- 4.3 <u>Meter Fee.</u> Each month during the Operational Period MEA shall pay SES \$1.75 for each CCA Customer meter enrolled in the CCA service.

5. PRICING ASSUMPTIONS

The Fees defined in Section 4 are based on the assumed Contract Quantities identified below. The parties acknowledge that a "material change" in such quantities may cause SES to incur additional costs to perform its obligations under this Agreement. A "material change" shall be at least a 20% deviation from the assumed Contract Quantities of either Number of Meters or Electricity usage in the aggregate across both PG&E and SCE service territories. In the event of material change in Contract Quantities, SES may adjust the fees in Section 4 as necessary to cover its additional costs.

Contract Quantities		
Term	Number of Meters – PG&E Territory	Electricity Usage (MWh/ month) – PG&E territory
	71,000	800,000

6. **DEFINITIONS**

"CCA Customer" means a customer enrolled in the MEA CCA Service.

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

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

"LDC" means the relevant electric utility such as Pacific Gas & Electric or Southern California Edison as appropriate.

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

SEMPRA ENERGY SOLUTIONS LLC

By:

James M. Wood

MARIN ENERGY AUTHORITY

By: Daws 620

Title: Intesin Director

Addendum for Data Manager Services

Reference:
MASTER PROFESSIONAL SERVICES AGREEMENT
Between Noble Americas Energy Solutions LLC ("Noble")
And ("Marin Energy Authority")
As of ("February 5, 2010")
Addendum Date: March 1, 2012

This Addendum (the "Addendum") supplements the Marin Energy Authority Master Professional Services Agreement reterred to above (the "Agreement") and supersedes the previously executed Addendum in its entirety.

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

 EFFECTIVE PERIOD This Addendum and the Master Agreement shall be in full force and effect as of the date that the Addendum and Master Agreemant are executed by both Parties through the end of the Operational Period. The Operational Period shall be from May 1, 2010 through April 30, 2015.

2. TECHNICAL TESTING

- (a) Nobla Requirements. Noble shall complete the technical testing of all necessary electronic interfaces with the LDC, which provide for the communication by Internet and Electronic Data Interchange ("EDI") between Noble and LDCs to confirm system compatibility related to CCA Service Requests ("CCASR's"), billing collections, meter reading and electricity usage date. Nobla shall demonstrate successful complation of all standard LDC technical testing and shall have the capability and signed agreements necessary to communicate or exchange the information using EDI, Internet or an electronic format acceptable to the LDC.
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 - Receive CCASRs from the LDC which specify the changes to a CCA customer's choice of services such as customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
 - Obtain customer usage data from the LDC's MDMA server (867 Electronic Deta Interchange Files).
 - Communicate the amount to be billed by the LDC for services provided by the CCA (810 Electronic Data Interchange Files).
 - Receive payment transactions towerd CCA charges from the LDC after payment is received by the LDC from customers (820 Electronic Data Interchange Files).
 - (b) Customer Information System:
 - Maintain a customer data base of all CCA Customers and identify each customer's enrollment status, payment and collection status.
 - (c) Customer Call Center:
 - Staff a call center batween the hours of 8 AM and 5 PM PPT Monday through Friday, excluding LDC holidays.
 - Receive calls from CCA customers referred to Noble by the LDC and receive calls from CCA
 customers choosing to contact Noble directly without referral from the LDC.
 - Provide a contact telephone number on the LDC invoice that would allow CCA customers to contact Nobla directly.

- Respond to telephone inquiries from CCA customers using a script developed by the CCA. For questions not addressed by the script, refer inquiries either back to the LDC or to the CCA.
- Respond to customer inquiries within an average of 24 hours. Inquiries would be received either through telephone calls, Internet Chat or email.

(d) Billing Administration:

- Maintain a table of rate schedules provided by the CCA
- Apply LDC account usage against applicable rate
- Review application of CCA rates to LDC accounts to ensure that the proper rates are applied to the accounts.
- Timely provide billing information to the LDC to meet the LDC billing window.
- Use commercially reasonable efforts to remedy billing errors in a timely manner, no more than two billing cycles.

(e) Reporting

- Daily and monthly report of billing Information (usage, dollars, etc)
- Daily and monthly report of payment transactions received
- Weekly report of delinquent accounts
- Weekly report of exceptions (usage delayed, usage received but unbilled, usage gaps, etc)
- Weekly report of accounts added and dropped
- Monthly report of error rate
- Monthly report of billing timeliness
- Monthly report to MEA that indicate the number of Customer Call Center Inquiries received, the average time required to respond to the inquiry, the percentage of issues resolved per inquiry

(f) Settlement Quality Meter Data

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

4. FEES

- 4.1 Cancellation Fee. The Cancellation Fee described in 7(a) of the Agreement shall be \$125,000.
- 4.1 Electricity Usage Fee. For the Tier 1 Electricity Usage as defined in Section 5, each month during the Operational Period MEA shall pay Noble \$0.45/MWh for every MWh of metered usage of CCA customers. There will be no Electricity Usage Fee for the Tier 2 Electricity Usage as defined in Section 5. The monthly Tier 1 usage limit shall be estimated by dividing the annual Electricity Usage figure shown in Section 5 by 12. The actual Tier 1 and Tier 2 usege shall be determined at the end of each twelve-month period ending on June 30, and the subsequent monthly invoice shall include a charge or credit to reconcile the actual and estimated Electricity Usage Fees during such period.
- 4.2 Meter Fee. Each month during the Operational Period MEA shall pay Noble \$1.75 for each CCA Customer meter enrolled in the CCA service. This charge applies to all meters - Tier 1 and Tier 2.

5. PRICING ASSUMPTIONS

The Fees defined in Section 4 are based on the assumed Contrect Quantities identified below. The parties acknowledge that a "material change" in such quantities may ceuse Noble to incur additional costs to perform its obligations under this Agreement. A "material change" shall be at least a 20% deviation from the assumed Contract Quantities of either Number of Meters or Electricity usage in the aggregate. In the event of material change in Contract Quantities, Noble may adjust the fees in Section 4 as necessary to cover its additional costs.

Contract Quantities		
Tier	Number of Meters – PG&E Territory	Electricity Usage (MWh/ year) – PG&E territory
1	Up to 71,000	800,000
2	More than 71,000 but less than 115,000	n/a

6. <u>DEFINITIONS</u>

"CCA Customer" means a customer enrolled in the MEA CCA Service.

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

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

"LDC" means the relevant electric utility such as Pacific Gas & Electric or Southern California Edison as appropriate.

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

NOBLE AMERICAS ENERGY SOLUTIONS LLC

By:

Title:

James M. Wood

President

MARIN ENERGY AUTHORITY

- Fuen - -

Title: LXECUTIVE CHIECE

By:

TITLE CHATR, MARTH ENERGY ALTHORETY

Addendum for Data Manager Services

Reference:

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

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

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

- OPERATIONAL PERIOD The Operational Period for the Addendum shall be from April 1, 2013 through Dec 31, 2017.
- 2. <u>DESCRIPTION OF DATA MANAGER SERVICES</u> During the Operational Period Noble shall provide the Data Manager Services listed below.
 - (a) Electronic Data Exchange Services:
 - Process CCASRs from/to the LDC which specify the changes to a customer's choice of services such as enrollment in Marin Clean Energy ("MCE") Light Green or Deep Green service, On Bill Repayment (OBR) service, Balanced Payment Plan (BPP), customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
 - Obtain all customer usage data from the LDC's MDMA server to allow for timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).
 - Maintain and communicate the amount to be billed by the LDC for services provided by MCE (810 Electronic Data Interchange Files).
 - Receive and maintain all data related to payment transactions toward MCE charges from the LDC after payment is received by the LDC from customers (820 Electronic Data Interchange Files).
 - Process CCASRs with PG&E when customer status changes.
 - (b) Qualified Reporting Entity ("QRE") Services:
 - Consistent with terms and conditions included in the Qualified Reporting Entity Services
 Agreement(s) between MEA and Noble, serve as a QRE for certain locally situated, smallscale renewable generators supplying electric energy to MCE through its feed-in tariff ("FIT").
 - Submit a monthly generation extract file to WREGIS on MCE's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
 - For the purpose of collecting applicable generation and usage data for MCE FIT projects and consistent with the LDC's applicable meter servicing agreement, serve as designated "subcontractor" for certain FIT projects: Noble shall receive applicable electric meter data from the LDC and shall provide such data to MCE for purposes of performance tracking and invoice creation.
 - (c) Customer Information System:
 - Maintain an accurate customer database of all customers who are offered MCE service and identify each customer's enrollment status, payment, collection status and correspondence with customer.
 - Allow MCE to have functional access to the online database to add customer interactions and other account notes.
 - Within eight months of contract date, allow MCE to view customer email or written letter correspondence within online database.
 - Maintain and provide as needed historical usage data on all customers going back from start of service or no less than five years.

- Maintain viewing access, available to appropriate MEA staff, to view PG&E bills for MCE
 customers, including supporting the intuitive parsing and labeling of PG&E provided files.
- Process CCASR's with PG&E when customer status changes.
- Maintain and communicate as needed record of customers who have been offered service with MCE but have elected to opt out, either before or after starting service with MCE.
- Maintain and communicate as needed records of Net Energy Metering credits for customers to be posted on bill and settled annually.
- When requested by MCE, place OBR charges on the relevant customer account, identified by SAID.
- When requested by customer and approved by MCE, place BPP charges on the relevant customer account, identified by SAID.
- Identify customers participating in OBR and BPP programs in database.
- Include OBR and BPP payment information in all relevant reports.
- Perform quarterly BPP reviews to assess appropriate customer charge level.
- Maintain all customer data according to MCE's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
- Maintain NES Security Breach Policy.
- Provide master customer list weekly, via SFTP, for MCE importation to web portal.

(d) Customer Call Center:

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

(e) Billing Administration:

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

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

(f) Reporting:

Report	Frequency	Delivery Method
Aging	Weekly, Monthly	SFTP
Call Center Stats	Weekly, Monthly	Email
Cash Receipts	Weekly, Monthly	SFTP .
County Invoice Summary Reports	Monthly	SFTP
Days To Invoice	Weekly, Monthly	SFTP
Deep Green Opt Up with Address	Weekly, Monthly	SFTP
Fairfax UUT	Monthly	Email
Invoice Summary Report	Weekly, Monthly	SFTP
Invoice Summary Report - Mid Month	Monthly	SFTP
Monthly Transaction Summary	Monthly	Email
Opt Out with Rate Class	Weekly, Monthly	SFTP
Retroactive Returns	Monthly	Email
Sent to Collections	Monthly	Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP

(g) Settlement Quality Meter Data:

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

4. FEES

- (a) Monthly Fee. Each month during the Operational Period, MEA shall pay Noble e \$30,000 fee.
- (b) Meter Fee. Each month during the Operational Period, MEA shall pay Noble \$1.50 for each MCE Customer meter enrolled in the CCA service.
- (c) <u>Cancellation Fee.</u> The Parties agree that the condition set forth in Section 7(a) of the Agreement has been satisfied and therefore the Cancellation Fee described in Section 7(a) of the Agreement shall no longer be applicable.

5. PRICING ASSUMPTIONS

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

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

6. NOTICES

Tha notice addresses as sat forth in Section 21 of tha Agreement are updated as follows:

Contract Manager:	MCE; Attn.: Emily Goodwin	
MCE Address:	781 Lincoln Ave., Suite 320	2
	San Rafael, CA 94901	
Telephone No.:	(415) 464-6035	

Notices shall be given to Contractor at the following address:

Contractor.	Noble Americas Energy Solutions; Attn: Drake Welch	
Address:	401 West A Street, Suite 500	
	San Diego, CA 92101	
Telephone No.:	(619) 684-8039	

7. DEFINITIONS

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

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

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

"Mass Enrollmant" means tha automatic enrollmant of customars into a CCA program where new service is being offered for the first tima to a group of eligibla customers.

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

"Statutory Enrollment Pariod" means three months prior to a Mess Enrollment, the month in which tha Mass Enrollment occurs, and the two months following Mass Enrollment. The Statutory Enrollment Period takes place over a six month period.

NOBLE AMERICAS EMERGY SOLUTIONS LLC

By:

Title

James M. Wood President MARIN ENERGY AUTHORITY

v. Dame (a)

Title: Executive Officer

у: ____

Title: Chairman of the Board

Addendum for Data Manager Services

Reference:

MASTER PROFESSIONAL SERVICES AGREEMENT
Between Noble Americas Energy Solutions LLC ("Noble")
And MARIN CLEAN ENERGY ("MCE")
As of ("February 5, 2010")
Addendum Date: November 6, 2014

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

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

- 1. <u>OPERATIONAL PERIOD</u>: The Operational Period for the Addendum shall be from December 1, 2014 through April 30, 2019.
- 2. <u>DESCRIPTION OF DATA MANAGER SERVICES</u>: During the Operational Period Noble shall provide the Data Manager Services listed below.
 - (a) Electronic Data Exchange Services:
 - i. Process CCASRs from/to the UDC which specify the changes to a customer's choice of services such as enrollment in Marin Clean Energy ("MCE") Light Green, Deep Green, or Sol Shares services, On Bill Repayment (OBR) service, Balanced Payment Plan (BPP), customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
 - ii. Obtain all customer usage data from the UDC's MDMA server to allow for timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).
 - iii. Maintain and communicate the amount to be billed by the UDC for services provided by MCE (810 Electronic Data Interchange Files).
 - iv. Receive and maintain all data related to payment transactions toward MCE charges from the UDC after payment is received by the UDC from customers (820 Electronic Data Interchange Files).
 - v. Process CCASRs with PG&E when customer status changes.
 - vi. Noble shall participate in the CDA beta testing for SmartMeter data sharing, serving in the same role as Data Manager during such exercises to complete the CDA role out.
 - (b) Qualified Reporting Entity ("QRE") Services:
 - Consistent with terms and conditions included in the Qualified Reporting Entity Services Agreement(s) between MCE and Noble, serve as QRE for certain locally situated, small-scale renewable generators supplying electric energy to MCE through its feed-in tariff ("FIT").

- ii. Submit a monthly generation extract file to WREGIS on MCE's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
- iii. For the purpose of collecting applicable generation and usage data for MCE FIT projects and consistent with the UDC's applicable meter servicing agreement, serve as designated "subcontractor" for certain FIT projects: Noble shall receive applicable electric meter data from the UDC and shall provide such data to MCE for purposes of performance tracking and invoice creation.

(c) Customer Information System:

- i. Maintain an accurate customer database of all customers who are located in the MCE service area and identify each customer's enrollment status (opt out, reenrollment, Light Green, Deep Green, Sol Shares or any other MCE service offering), rate tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer MCE.
- ii. Allow MCE to have functional access to the online database to add customer interactions and other account notes.
- iii. Allow MCE to view customer email or written letter correspondence within online database.
- iv. Maintain and provide as needed historical usage data on all customers going back from start of service or no less than five years.
- v. Maintain SmartMeter historical usage, as received by the MDMA, for a 48 hour window until securely stored on cloud based platform (TBD).
- vi. Noble shall participate in the CDA beta testing for SmartMeter data sharing, serving in the same role as Data Manager during such exercises to complete the CDA role out.
- vii. Maintain viewing access, available to appropriate MCE staff, to view PG&E bills for MCE customers, including supporting the intuitive parsing and labeling of PG&E provided files. Maintain accessible archive of billing records for all CCA customers from the start of CCA Service or a period of no less than five years.
- viii. Maintain and communicate as needed record of customers who have been offered service with MCE but have elected to opt out, either before or after starting service with MCE.
- ix. Maintain and communicate as needed records of Net Energy Metering credits and production statistics for customers to be posted on bill and settled annually.
- x. When requested by MCE, place OBR charges on the relevant customer account, identified by SAID.
- xi. Identify customers participating in OBR and BPP programs in database.
- xii. Include OBR and BPP payment information in all relevant reports.
- xiii. Perform quarterly BPP reviews to assess appropriate customer charge level.
- xiv. Maintain all customer data according to MCE's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
- xv. Maintain NES Security Breach Policy.

(d) Customer Call Center:

- i. Provide professional IVR recordings for MCE customer call center.
- ii. Provide option for self-service, in IVR, and track how many customers start and complete self-service options without live-agent assistance.
- iii. Staff a call center, during any MCE customer enrollment noticing period, 24 hours a day 7 days a week to process opt out requests.
- iv. Staff a call center during non-enrollment period between the hours of 7 AM and7 PM PPT Monday through Friday, excluding MCE and UDC holidays.
- v. Ensure sufficient staffing to MCE calls regardless of other non-MCE CCA enrollment periods and designate MCE specific agents to allow for full functionality.
- vi. Ensure sufficient number of Data Manager Experts (trained to Tier 3 level proficiency) are available to seamlessly manage escalated calls between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding MCE and UDC holidays.
- vii. Ensure that a minimum of 75% of all calls will be answered within 20 seconds during non-enrollment periods.
- viii. Ensure a no greater than 10% abandon rate for all non-enrollment period calls.
- ix. Provide callers with the estimated hold time, if applicable. Provide an automated 'call back' option for callers who will be put on hold for an estimated five minutes or longer.
- x. Record all inbound calls and make recordings available to MCE staff upon request. Maintain an archive of such recorded calls for a minimum period of 24 months.
- xi. Track call center contact quality with criteria including:
 - Use of appropriate greetings and other call center scripts
 - Courtesy and professionalism
 - Capturing key customer data
 - Providing customers with correct and relevant information
 - First-contact resolution
 - Accuracy in data entry and call coding
 - Grammar and spelling in text communication (email and chat)
- xii. Evaluate customer satisfaction through customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received.
- xiii. Respond to customer emails.
- xiv. Receive calls from MCE customers referred to Noble by the UDC and receive calls from MCE customers choosing to contact Noble directly without referral from the UDC.
- xv. Provide a contact telephone number on the LDC invoice that would allow MCE customers to contact Noble directly.
- xvi. Collect and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.
- xvii. Collect permission from customers to send electronic correspondence instead of printed mail.
- xviii. Respond to telephone inquiries from MCE customers using a script developed and updated quarterly by MCE. For questions not addressed within the script, refer inquiries either back to the UDC or to MCE.

- xix. Respond to customer inquiries within 24 hours, excluding weekends and holidays, including inquiries received either through telephone calls, email, fax or web-portal.
- xx. Offer bi-annual cross training to call center in coordination with MCE.
- xxi. Ensure monthly status reports are providing during the first week of each month.
- xxii. Ensure weekly status reports are provided during enrollment periods.
- xxiii. Use best commercial effort to ensure Spanish speaking call center staff are available to customers during regular business hours.
- xxiv. Provide translation services for inbound calls for Spanish, Vietnamese, Mandarin, Cantonese, Tagalog and Laotian language.
- xxv. Create and maintain forms for the MCE websites so that customers may change their account status to enroll or opt out of various MCE programs.
- xxvi. Host MCE meetings with call center management and representatives on a monthly basis.
- xxvii. MCE reserves the right to transition all call center duties from Noble to MCE, with at least 90 days' notice to Noble. MCE reserves the right to transition call center duties from Noble to MCE in phases, according to all needs and demands related to all tiers, overflow call center options, and third-party translation services. If additional infrastructural or programming costs are incurred to facilitate this transition, Noble will forward pass through costs to MCE without any added charges.

(e) Billing Administration:

- i. Maintain a table of rate schedules provided by MCE, including Deep Green, Sol Shares and On-Bill Repayment (OBR) Charges.
- ii. Send Repayment (OBR) Charges and Solar Charges to PG&E for non-MCE customers, when supported by PG&E.
- iii. Send OBR and Solar Charges as a separate line item to PG&E for placement on monthly bill during term of repayment.
- iv. Apply UDC account usage for all MCE customers against applicable rate to allow for customer billing.
- v. Review application of MCE rates to UDC accounts to ensure that the proper rates are applied to the accounts.
- vi. Timely submit billing information for each customer to the UDC to meet the UDC Bill Ready Billing bill window.
- vii. Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, no more than two billing cycles.
- viii. Assist with annual settlement process for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to MCE designated printer.
- ix. Provide customer mailing list to MCE designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
- x. Send an MCE provided letter to customers that are over 90 days and \$250 overdue. If no payment is received from the customer within 60 days of notice being sent, issue a CCASR to return customer to LDC.

(f) Reporting:

Report	Frequency	Delivery Method
Aging	Weekly, Monthly	SFTP
Call Center Stats	Weekly, Monthly	Email
Cash Receipts	Weekly, Monthly	SFTP
County Invoice Summary Reports	Monthly	SFTP
Days To Invoice	Weekly, Monthly	SFTP
Deep Green Opt Up with Address	Weekly, Monthly	SFTP
Fairfax, Richmond and Napa UUT	Monthly	Email
Invoice Summary Report	Weekly, Monthly	SFTP
Invoice Summary Report – Mid Month	Monthly	SFTP
Monthly Transaction Summary	Monthly	Email
Opt Out with Rate Class	Weekly, Monthly	SFTP
Retroactive Returns	Monthly	Email
Sent to Collections	Monthly	Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP

(g) Settlement Quality Meter Data:

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

3. FEES

- (a) For the first 100,000 meters, the fee will be \$1.50 per meter per month
- (b) For meters 100,001 200,000, the fee will be \$1.25 per meter per month
- (c) For meters 200,001 300,000, the fee will be \$1.20 per meter per month
- (d) For meters in excess of 300,000, the fee will be \$1.10 per meter per month
- (e) <u>Cancellation Fee:</u> The Parties agree that the condition set forth in Section 7(a) of the Agreement has been satisfied and therefore the Cancellation Fee described in Section 7(a) of the Agreement shall no longer be applicable.
- (f) Without Full Call Center: In the event that MCE elects to remove full call center services (Section 2(d)), the per meter fee shall be reduced by \$0.15 for each pricing level

4. PRICING ASSUMPTIONS

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

5. NOTICES

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

Contract Manager:	MCE; Attn.: Emily Goodwin
MCE Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6035

Notices shall be given to Contractor at the following address:

Contractor:	Noble Americas Energy Solutions; Attn.: Drake Welch
MCE Address:	401 West A Street, Suite 500
	San Diego, CA 92101
Telephone No.:	(619) 684-8039

6. **DEFINITIONS**

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

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

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

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

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

"Statutory Enrollment Period" three months prior to a Mass Enrollment, the month in which the Mass Enrollment occurs, and the two months following Mass enrollment. The Statutory Enrollment Period takes place over a six month period.

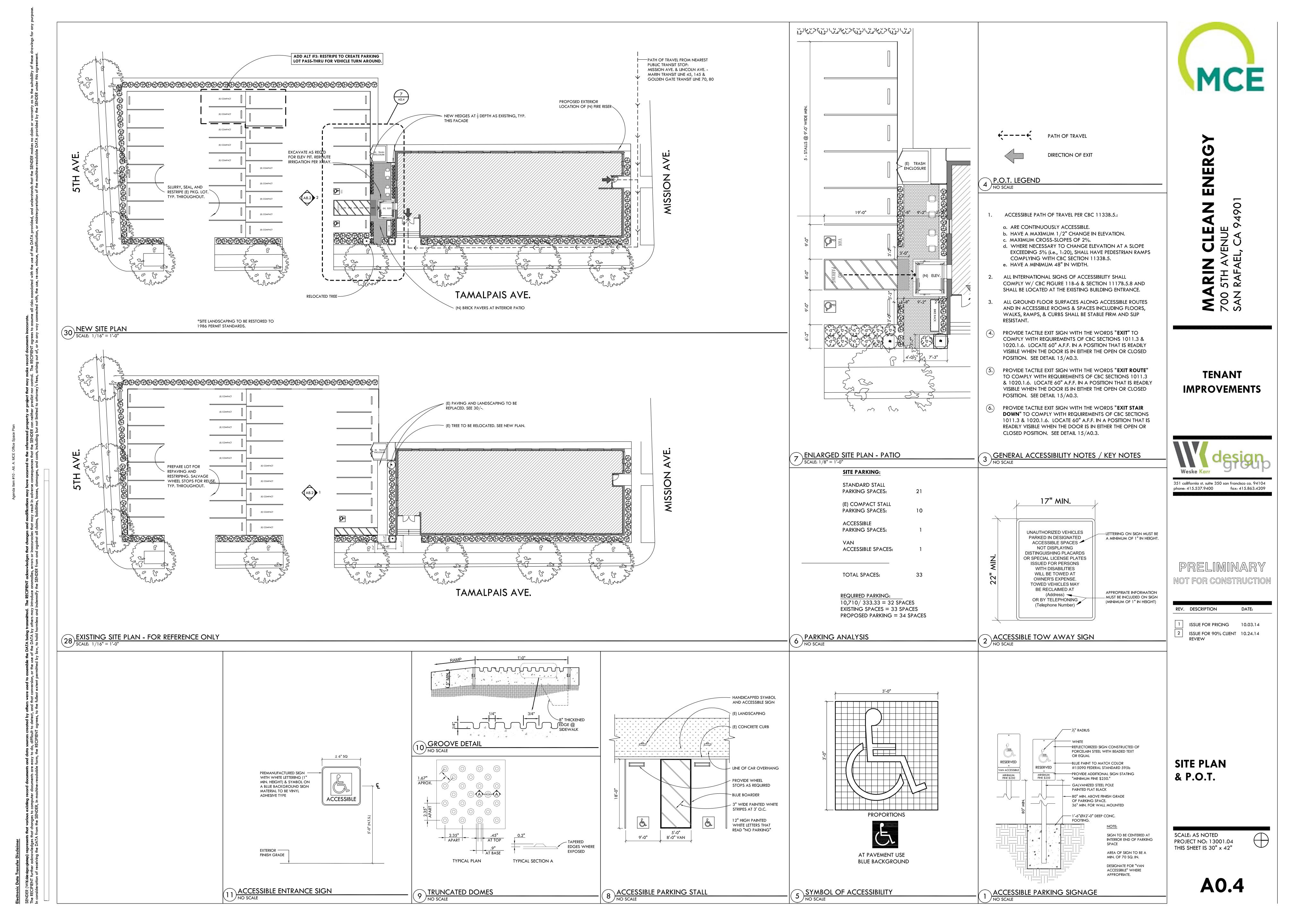
NOBLE AMERICAS ENERGY SOLUTIONS LLC	MARIN CLEAN ENERGY
Ву:	Ву:
Title:	Title: Executive Officer
	Ву:

Title: Chairman of the Board



Marin Clean Energy Schedule 10/13/14

Start Nov 16, '14 Task Name Duration Finish , '14 Oct 26, '14 Dec 7, '14 Dec 28, '14 Jan 18, '15 Feb 8, '15 Mar 1, '15 Mar 2 S Μ Т F S Μ Τ W Т F S S M Т W Т S Т W Thu 10/30/14 Mon 12/15/14 PERMIT PROCURMENT 33 days **10/30** Thu 10/30/14 Thu 10/30/14 SUBMIT FOR BUILDING 0 days PERMIT 3 **1ST CITY REVIEW** 15 days Mon 11/3/14 Fri 11/21/14 4 **RESPOND TO COMMENTS** Mon 11/24/14 Fri 11/28/14 5 days 5 **SECOND REVIEW** 10 days Mon 12/1/14 Fri 12/12/14 **12/15** 6 **PERMIT ISSUED** Mon 12/15/14 Mon 12/15/14 0 days **ELEVATOR** 45 days Mon 12/15/14 Fri 2/13/15 8 **EXCAVATE/STRUCTURAL** Mon 12/15/14 Fri 1/9/15 20 days 9 **CEMENT** 3 days Mon 1/12/15 Wed 1/14/15 10 **ELEVATOR INSTALL** Thu 1/15/15 Fri 2/13/15 22 days 11 CONSTRUCTION Mon 12/15/14 Mon 3/9/15 61 days 12 **MOBILIZE TO JOB SITE** Mon 12/15/14 Mon 12/15/14 1 day 13 DEMO 10 days Tue 12/16/14 Mon 12/29/14 14 SPRINKLER ROUGH INSTALL 25 days Tue 12/30/14 Mon 2/2/15 15 **ROUGH FRAMING** Tue 12/30/14 Mon 1/19/15 15 days 16 **ROUGH ELECTRICAL** 8 days Tue 1/20/15 Thu 1/29/15 17 Tue 1/20/15 Thu 1/29/15 **ROUGH PLUMBING** 8 days 18 Tue 1/20/15 Thu 1/29/15 **ROUGH MECHANICAL** 8 days 19 **ROUGH INSPECTION** Thu 1/29/15 Thu 1/29/15 0 days 20 DRYWALL TAPE/TEXTURE Fri 1/30/15 Tue 2/10/15 8 days 21 INSTALL T-BAR GRID SYSTEM 10 days Wed 2/11/15 Tue 2/24/15 22 SPRINKLER TRIM Wed 2/25/15 Fri 3/6/15 8 days 23 **INSTALL LIGHT FIXTURES** Wed 2/25/15 Tue 3/3/15 5 days 24 INSTALL Wed 2/11/15 Tue 2/17/15 5 days DOORS/FRAMES/HARDWARE MEASURE FOR GLASS 0 days Tue 2/17/15 Tue 2/17/15 26 **INSTALL MILLWORK** 4 days Wed 2/11/15 Mon 2/16/15 27 PAINT Wed 2/18/15 Fri 2/27/15 8 days 28 **INSTALL FLOORING** Mon 3/2/15 Thu 3/5/15 4 days 29 **FINAL CLEAN** Fri 3/6/15 Mon 3/9/15 2 days 30 **FINAL TCO** Mon 3/9/15 Mon 3/9/15 0 days 31 **COMMISSION FIRE** 45 days Mon 3/9/15 Fri 5/8/15 **SPRINKLER** 32 CITY HOOK-UP 1 day 33 **COMMISSION ELEVATOR** 45 days Mon 3/9/15 Fri 5/8/15 34 TBD





MARIN CLEAN ENERG 700 5TH AVENUE 5AN RAFAEL, CA 94901

TENANT IMPROVEMENTS



PRELIMINARY NOT FOR CONSTRUCTION

-	REV.	DESCRIPTION	DATE:
•	2	ISSUE FOR PRICING ISSUE FOR 90% CLIENT	10.03.14
		REVIEW	

(E) LAMP TO BE RELOCATED ON FACADE. SEE 13/-

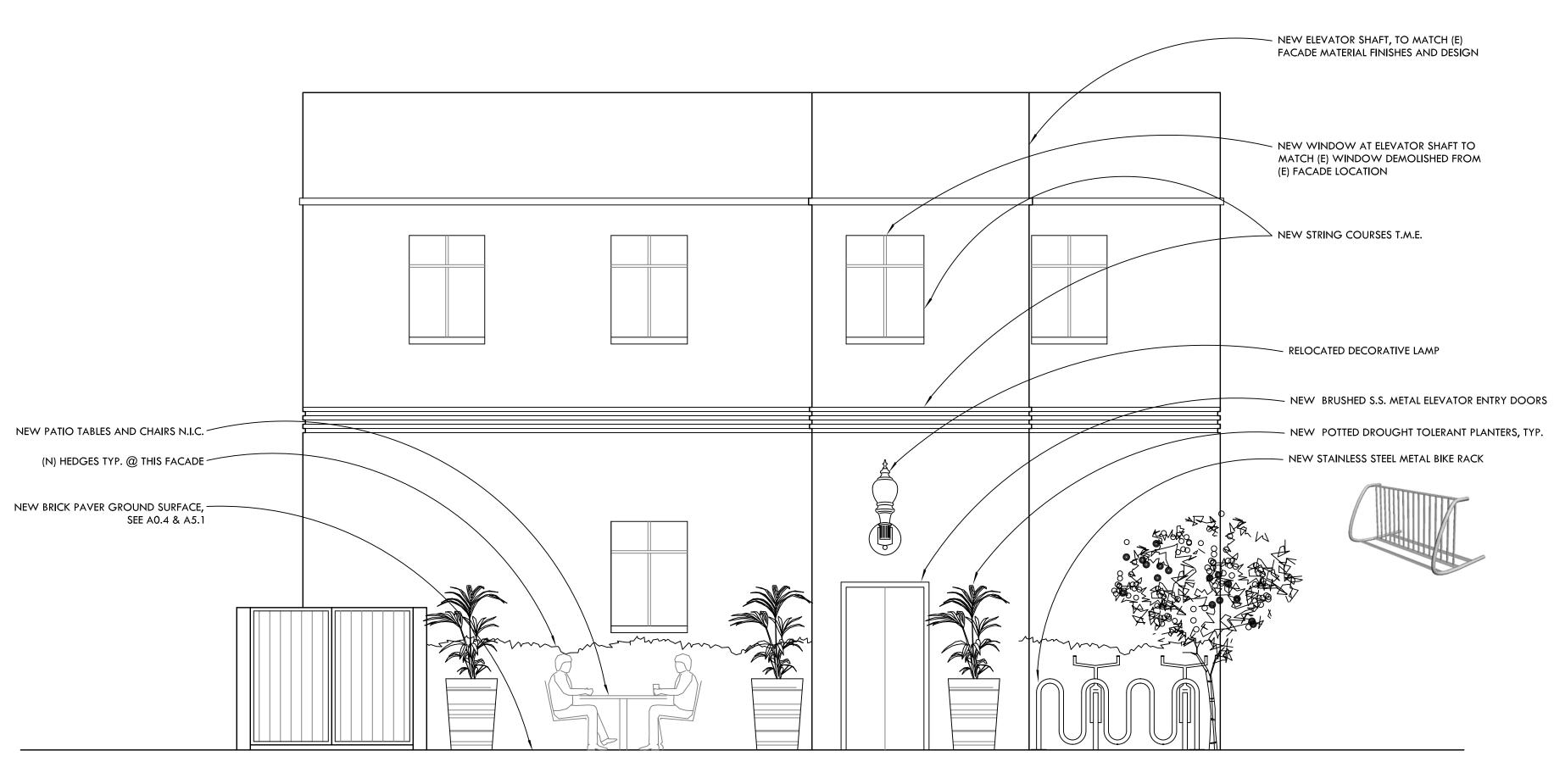
(E) WINDOWS TO BE DEMOLISHED AS OPENINGS FOR ELEVATOR SHAFT. SEE 13/-

ELEVATIONS

AND SECTIONS

SCALE: AS NOTED
PROJECT NO: 13001.04
THIS SHEET IS 30" x 42"

A8.2



13 SOUTH ELEVATION - NEW

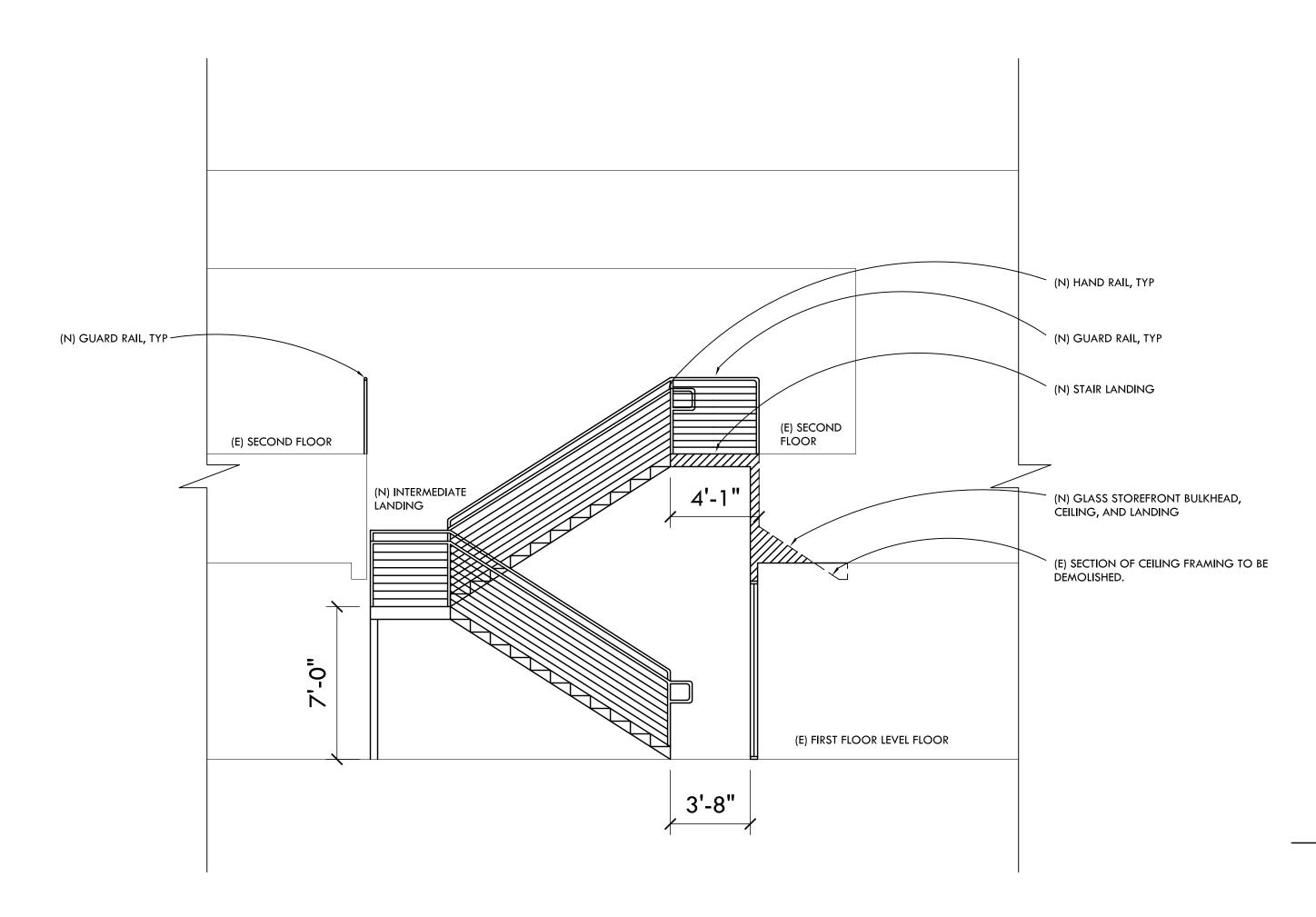
(E) TREE TO BE RELOCATED ON SITE. SEE A0.4

(E) HEDGES TO BE REPLACED.

SEE A0.4

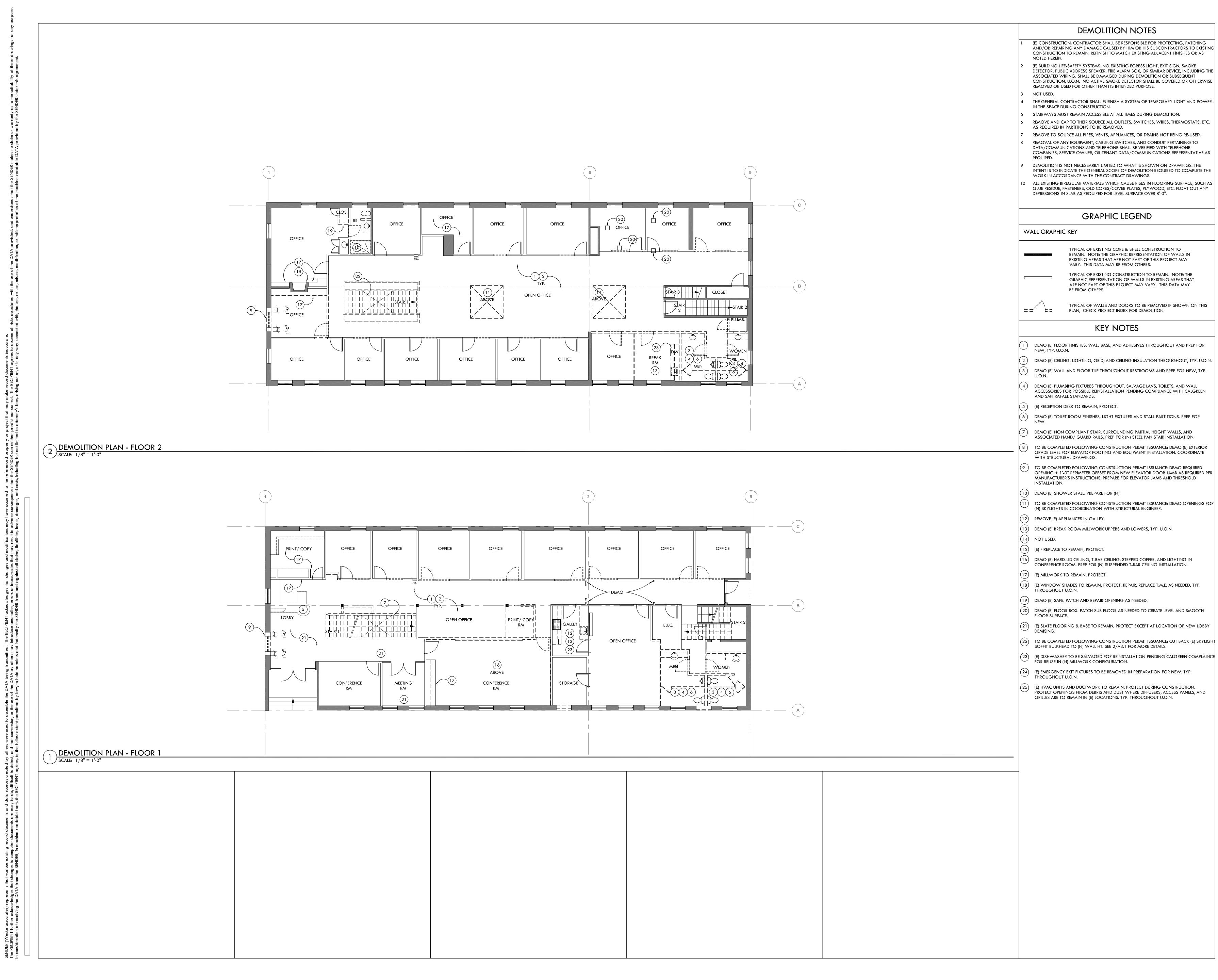
SOUTH ELEVATION - EXISTING

1/4" = 1'-0"



SWITCHBACK STAIR SECTION

1/4" = 1'-0"





MARIN CLEAN ENERGY
700 5TH AVENUE

DEMOLITION
FOR INTERIOR
TENANT
IMPROVEMENTS



351 california st. suite 350 san francisco ca. 94104 phone: 415.537.9400 fax: 415.863.4209

PRELIMINARY
NOT FOR CONSTRUCTION

REV. DESCRIPTION DATE:

1 ISSUE FOR PRICING 10.03.14

ISSUE FOR 90% CLIENT 10.24.14

REVIEW

DEMOLITION PLAN

SCALE: AS NOTED
PROJECT NO: 13001.04
THIS SHEET IS 30" x 42"

A1.1

CONSTRUCTION NOTES

PATCH AND FINISH DISTURBED AREAS TO MATCH ADJACENT MATERIALS AND FINISHES.

REPAIR FIREPROOFING ON STRUCTURAL ELEMENTS. WHERE SLAB ON GRADE IS REMOVED

OFFICE

209



PRELIMINARY

DATE:

ISSUE FOR 90% CLIENT 10.24.14

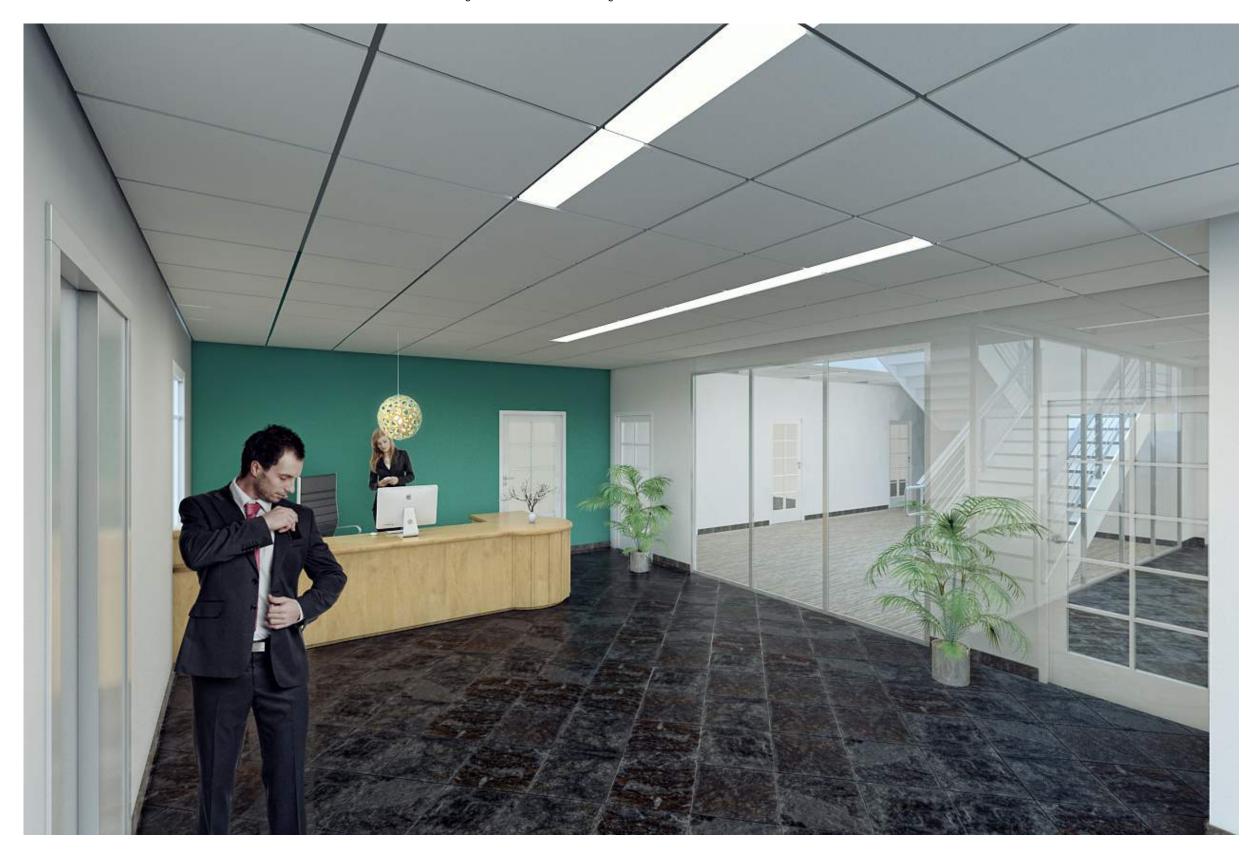




MARIN CLEAN ENERGY

LOBBY RENDERING
OPTION 1
10.27.14







MARIN CLEAN ENERGY

LOBBY RENDERING OPTION 2 10.27.14







November 6, 2014

TO: Marin Clean Energy Board

FROM: Greg Brehm, Director of Power Resources

RE: Agreement with Puget Sound Energy (PSE) to Supply MCE's

Voluntary Renewable Energy Requirements (Agenda #11)

ATTACHMENT: Draft Agreement with PSE

Dear Board Members:

SUMMARY:

As a result of ongoing procurement efforts to support participation in MCE's voluntary Deep Green program and satisfy MCE's commitment to delivering a minimum 50 percent renewable energy supply to Light Green customers, staff administered a solicitation for requisite renewable energy volumes. Please note that MCE generally sources such voluntary renewable energy purchases from unbundled renewable energy certificates (RECs), which minimize rate-related impacts while promoting planning and operational flexibility. Staff received offers from five vendors and selected an offer from Puget Sound Energy (PSE) as the preferred option. If executed, the PSE agreement would address the balance of MCE's 2014 voluntary renewable energy requirements (through specified REC deliveries), including a reserve amount of 32,000 MWhs to be used in future reporting periods.

Puget Sound Energy is the Pacific Northwest's largest utility producer of renewable energy. Product delivered under the proposed agreement would come from one or more of four large wind farms located in Washington State that are owned and operated by PSE.

- Wild Horse Wind and Solar Facility in Kittitas County
- Hopkins Ridge Wind Facility in Columbia County
- Lower Snake River Wind Facility in Garfield County
- Klondike III Wind Facility in Sherman County

Specified contract volumes will complement MCE's existing renewable energy supply with output from regionally located generators. The timing of anticipated deliveries also aligns with MCE's 2014 procurement needs. Additional information is provided below regarding this prospective counterparty.



Background – Puget Sound Energy

- PSE's facilities produce up to 773 megawatts of electricity, enough to meet the power demands of approximately 230,000 homes.
- PSE is the second-largest utility generator of wind power in the U.S.
- Moody's Investors Service upgraded the credit ratings of Puget Energy (Puget; including its long-term issuer rating to Baa3 from Ba1 on January 30, 2014.
- Standard & Poor's upgraded PSE's corporate credit rating to 'BBB'.
- PSE bonds are Baa2 rated by Moody's and A-minus rated by Standard & Poor's.

Contract Overview – Puget Sound Energy

- Project location: Washington State
- Contract term: One year
- Provides \$250,000 credit/collateral threshold for MCE

Summary:

The PSE agreement is a good fit for MCE's resource portfolio based on the following considerations:

- The contract volume supports MCE's planned expansions and current renewable energy requirements.
- Timing of deliveries under the agreement is aligned with expected Deep Green participation.
- The project is being operated by an experienced team, which is currently supplying power from various projects to multiple counterparties.
- The project is located close to California and meets both the Green-e certification and California RPS PCC3 qualification.
- The project is fully developed and on-line.
- Product from the vendor is competitively priced.

Recommendation: Approve the proposed agreement with Puget Sound Energy for unbundled renewable energy to support MCE's Deep Green program and voluntary energy commitments associated with the Light Green energy product.

CALIFORNIA RPS-ELIGIBLE RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT

THIS CALIFORNIA RPS-ELIGIBLE RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the 6th day of November 2014 (the "Effective Date") between Puget Sound Energy, Inc. ("Puget Sound Energy") with its principal place of business at 10885 NE 4th Street, Bellevue, WA 98004 and Marin Clean Energy, a California joint powers authority ("Counterparty") with its principal place of business at 781 Lincoln Avenue, Suite 320, San Rafael, CA 94901 (each, a "Party" and collectively, the "Parties"). The purpose of this Agreement is to implement the purchase and sale of renewable energy certificates from Facilities (as defined herein) which have been approved by the California Energy Commission as eligible for the California Renewable Portfolio Standard.

WHEREAS, the Parties wish to buy and sell RECs (as hereinafter defined) on the terms set forth herein;

NOW THEREFORE, in consideration of their mutual covenants herein, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

- "Applicable Standard" means the state or federal renewable portfolio standard or other mandatory or voluntary standard(s) or set of rules specified in the applicable Confirmation Letter, including any amended or successor versions as of the date of execution of the applicable Confirmation Letter, as well as on the date of Delivery of RECs.
- "Applicable Tracking System" means the Tracking System specified in the applicable Confirmation Letter, and if no Tracking System is specified in the applicable Confirmation Letter but tradable instruments associated with all or part of the RECs to be delivered are issued by a Tracking System, that Tracking System will be the Applicable Tracking System for the quantity of RECs associated with those tradable instruments.
- "<u>Attestation Form</u>" means documentation provided from Seller to Buyer transferring title to the RECs, specifying the Facility, Eligible Renewable Resource, REC quantity, Generation Period and other information with respect to the RECs sold herein as well as declarations made by Seller with respect to such RECs to be completed in accordance with and on the form required under the Applicable Standard or as otherwise specified in the applicable Confirmation Letter.
- "Business Day" means a day on which Federal Reserve member banks are open for business, beginning at 5:00 a.m. and ending at 5:00 p.m. Pacific Prevailing Time.
- "Buyer" means the Party buying RECs.
- "Compliance Instruments" means any benefits, attributes, instruments, tracking mechanisms, or rights associated with the generation of one (1) MWh of Energy from a source of renewable energy, as that is defined in an RPS, which may be created distinct from Green Attributes and transferred in the form of a certificate, credit, allowance or other indication of ownership in accordance with and for the purposes of recording compliance with an RPS obligation.
- "Confirmation Letter" means a Confirmation Letter in the form included herewith as Exhibit A, which is used by the Parties to effect a transaction and constitutes part of and is subject to the terms and provisions of this Agreement.

- "Contract Price" means the amount payable by Buyer to Seller for each REC as agreed upon in the applicable Confirmation Letter.
- "Costs" means the present value of brokerage fees, commissions, and other similar third-party transactions costs and expenses reasonably incurred by the Non-Defaulting Party in terminating or replacing any arrangement pursuant to which it has hedged its obligations relating to a Terminated Transaction; and any charges, penalties, fines or fees imposed or assessed against the Non-Defaulting Party, or the entity to which the Non-Defaulting Party had resold the RECs, under the Applicable Standard on account of Delivery not occurring on the Delivery Date, as determined by the Non-Defaulting Party in a commercially reasonable manner.
- "<u>Deliver</u>" and "<u>Delivery</u>" have the meanings set forth in Section 2.6.
- "<u>Delivery Date</u>" means the date or period during which Delivery will occur, as specified in the applicable Confirmation Letter.
- "<u>Eligible Renewable Resources</u>" means sources of renewable energy that meet all requirements of the Applicable Standard.
- "Energy" means three-phase, 60-cycle alternating current electric energy, expressed in megawatt-hours (MWh).
- "Facility" or "Facilities" means, if specified, the resource(s) designated in the applicable Confirmation Letter from which the Seller will Deliver the RECs, and if not specified in the Confirmation Letter, Facility means the specific resource from which the Seller Delivers the RECs; in either case, the Seller represents the Facility is an Eligible Renewable Resource.
- "Federal Government" means the United States Federal Government and all of its authorized agencies and agents.
- "Force Majeure" means an event or circumstance that materially adversely affects the performance by a Party ("Claiming Party") of its obligations under this Agreement, which event or circumstance was not reasonably anticipated as of the Trade Date and which is not within the reasonable control of the Claiming Party, and which the Claiming Party is unable to overcome or avoid or cause to be avoided by the exercise of reasonable care, such as acts of God; fire; flood; earthquake; war; riots; or terrorism that affects one or both Parties. Force Majeure may not be based on (i) the loss or failure of Buyer's markets; (ii) Buyer's inability economically to use or resell the RECs; (iii) Seller's ability to sell the RECs to another party on terms superior to Seller's terms herein; or (iv) Buyer's ability to purchase similar RECs from another party on terms superior to the Buyer's terms herein. With respect to a Party's obligation to make payments hereunder, Force Majeure will be only an event or act of a governmental authority that on any day disables the banking system through which a Party makes such payments.
- "<u>Gains</u>" means the present value of the economic benefit to a Party, if any (exclusive of Costs), resulting from the termination of a Terminated Transaction, determined in a commercially reasonable manner.
- "Generation Period" means the calendar year, quarter, or other specified period of time in which the Energy associated with the RECs was generated.
- "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its displacement of conventional Energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

(1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on an MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it will provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"<u>Interest Rate</u>" is equal to Prime lending rate published under the heading "Money Rates" in the Wall Street Journal on the date of calculation.

"<u>Losses</u>" means the present value of the economic loss to a Party, if any (exclusive of Costs), resulting from a Terminated Transaction, determined in a commercially reasonable manner.

"MWh" means megawatt-hour.

"Product" means Renewable Energy Certificate(s).

"Project" means Facility.

"Renewable Energy Certificate" or "REC" means the Green Attributes, Compliance Instruments, and Reporting Rights associated with the generation of one (1) MWh of Energy from one or more Facilities.

"Renewable Portfolio Standard" or "RPS" means a local, state, provincial or federal law, rule or regulation that requires a stated amount or minimum proportion or quantity of Energy that is sold or used by specified entities to be generated from sources of renewable energy as defined therein.

"Reporting Period" means a year or other period of time specified by the Applicable Standard and the applicable Confirmation Letter toward which eligible RECs may be applied or claimed.

"Reporting Rights" means the right to report and register the exclusive ownership of the Green Attributes and any Compliance Instruments in compliance with federal, state, or local law, if applicable, and to a federal or state agency or any other party at the Buyer's discretion, and include without limitation those Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present

or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

"Seller" means the Party selling RECs.

"<u>Seller's Choice</u>" means Seller may Deliver RECs from any source, provided the RECs derived from said source meet all other requirements pursuant to the Applicable Standard, the applicable Confirmation Letter, and this Agreement.

"<u>Settlement Amount</u>" means the Losses or Gains, and Costs, which the Non-Defaulting Party incurs as a result of the liquidation of Terminated Transactions pursuant to Article 9.2. If the Non-Defaulting Party's Gains exceed its Costs and Losses, then the Settlement Amount will be zero dollars (\$0.00).

"<u>Time Period</u>" means the Generation Period or Reporting Period specified in the applicable Confirmation Letter.

"<u>Tracking System</u>" means the generation information system, generation attribute tracking system or other system that records renewable energy generation meeting certain requirements of the tracking system and issues tradable instruments associated with that generation.

"Trade Date" means the "trade date" specified in the applicable Confirmation Letter.

ARTICLE 2 TRANSACTION

2.1. Term.

The term ("<u>Term</u>") of this Agreement commences on the Effective Date and continues until terminated by either Party upon thirty (30) days' written notice, except that any such termination is not effective until all payments, Deliveries and other obligations of the Parties under this Agreement and any Confirmation Letters now or hereafter entered into between the Parties have been completed.

2.2. Sale and Purchase Obligation.

Seller agrees to provide to Buyer, and Buyer agrees to purchase from Seller, RECs according to the terms of this Agreement and each Confirmation Letter now or hereafter entered into between the Parties.

2.3. Green Attributes.

Seller hereby provides and conveys to Buyer all Green Attributes associated with all electricity generation from the Project associated with the Product as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes associated with the Product, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the Delivery of the Product from the Project.

2.4. Quantity and Price.

Seller will sell and Buyer will purchase RECs in the quantities and at the Contract Prices specified in the applicable Confirmation Letters now or hereafter entered into between the Parties.

2.5. Disclosure.

In order to promote the sale of RECs to its customers or potential customers, Buyer is expressly authorized to disclose to third parties Seller's name, REC details as provided in Attestation Form or by the Applicable Tracking System, and the Attestation Form itself, if provided.

2.6. Delivery.

On the Delivery Date specified in the applicable Confirmation Letter, Seller will (i) deliver RECs to Buyer in accordance with the delivery requirements of the Applicable Standard, and (ii) in accordance with the operating rules of the Applicable Tracking System, if there is an Applicable Tracking System, and (iii) an Attestation Form, if one is specified in the applicable Confirmation Letter ("Deliver" or "Delivery"). Each Party will bear its own expenses associated with Delivery. Delivery will consist of only whole RECs. If, at any time after the Delivery Date, Compliance Instruments, which are part of the RECs transacted under a Confirmation Letter, are created and issued to Seller, Seller will transfer those Compliance Instruments to Buyer within ten (10) Business Days of the date of issuance of such Compliance Instruments.

2.5.1 Firm Delivery Obligation.

If the applicable Confirmation Letter provides that the Seller's Delivery obligation is a "Firm" obligation, the Seller will Deliver the RECs on the Delivery Date, without excuse other than Force Majeure. Unless otherwise specified in a Confirmation Letter, the default Delivery obligation thereunder will be Firm.

2.5.2 <u>Unit Contingent Delivery Obligation.</u>

If the applicable Confirmation Letter provides that the Seller's Delivery obligation is "<u>Unit Contingent</u>", then the actual Quantity Delivered from Seller to Buyer may vary from the quantity specified in the applicable Confirmation Letter due to the performance of the Facility.

2.5.3 Project Contingent Delivery Obligation.

If the applicable Confirmation Letter provides that the Seller's Delivery obligation is "**Project** Contingent", then Seller's obligation to Deliver the RECs is excused to the extent that the Facility is not able to generate the Green Attributes in the Time Period specified in the applicable Confirmation Letter, due to a delay or failure in constructing or obtaining necessary approvals to construct or modify and operate the new or modified Facility, or due to other reason(s) as specified in the applicable Confirmation Letter.

2.6 Confirmation.

Unless otherwise agreed in writing, Seller will send Buyer a Confirmation Letter, which may be in substantially the form attached hereto as Exhibit A, as modified to support the specific RECs. Upon receipt of such Confirmation Letter, the other Party will promptly return a written acceptance thereof, which may be a signed copy of the applicable Confirmation Letter.

ARTICLE 3 REPRESENTATIONS

3.1. Authority.

Each Party represents and warrants to the other Party that (i) it is a legal entity, duly formed or incorporated and validly existing and in good standing under the laws of the state of its formation or incorporation, (ii) it has the full power and authority to execute, deliver, and perform this Agreement and to carry out the transactions contemplated hereby; (iii) its execution and delivery hereof and performance of the transactions contemplated hereunder have been duly authorized by all requisite entity action, and this Agreement has been duly executed and delivered by it and constitutes its legal, valid, and binding obligations, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws generally affecting creditors' rights and by equitable principles; (iv) no authorization, consent, notice to or registration or filing with any governmental authority is required for the execution, delivery and performance by it hereof; (v) none of the execution, delivery and performance by it hereof conflicts with or will result in a breach or violation of any law, contract or instrument by which it is bound; (vi) there are no proceedings by or before any governmental authority, now pending or (to the knowledge of such Party) threatened, that if adversely determined could have a material adverse effect on such Party's ability to perform the Party's obligations under this Agreement; (vii) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement; and (viii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

3.2. Forward Contract Merchant.

Each Party represents that it is a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code, and this Agreement and all transactions hereunder constitute "forward contracts" within the meaning of Section 101(25) of the Bankruptcy Code and that the remedies identified in this Agreement will be "contractual rights" as provided for in 11 U.S.C. § 556, as these provisions may be amended from time to time.

3.3. Seller Representations and Warranties.

Seller agrees, represents, and warrants to Buyer that:

- a) All RECs Delivered hereunder will meet the requirements of the Applicable Standard.
- b) Seller has not sold the RECs to any other person or entity, and that at the time of Delivery all rights, title, and interests in the RECs are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever.
- c) The Energy associated with the RECs was not and will not be separately sold, marketed, or otherwise represented as renewable energy, clean energy, zero-emission energy, or in any similar manner by Seller or any of Seller's affiliates.
- d) The RECs Delivered hereunder will vest in Buyer, and Buyer will (i) have the exclusive rights to make all claims as to the RECs (ii) have the right to report and register, as

- applicable, the exclusive ownership of the RECs with any registry, system, agency, authority, or other party, either voluntarily or in compliance with any present or future domestic, international, or foreign law, regulation, registry or program.
- e) Seller, and, if applicable, its successors, represents and warrants that throughout the Term that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it will not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

ARTICLE 4 BILLING AND PAYMENT

4.1. Billing and Payment Terms.

Buyer will pay the Contract Price as applicable within fifteen (15) Business days of the later of (i) the date Buyer receives written, facsimile or electronic notice from Seller to Buyer that RECs have been Delivered, and (ii) the date Buyer receives an invoice from Seller reflecting the total amount due to Seller for the Delivered RECs ("**Payment Date**"). Unless otherwise provided in the applicable Confirmation Letter, Buyer is not obligated to pay for any RECs that have not been Delivered.

4.2. <u>Late Payments.</u>

Without limiting any other rights provided for herein, all overdue payments will bear interest from (and including) the Payment Date to (but excluding) the date of actual payment at a rate equal to the lesser of (i) two percent (2%) over the Interest Rate or (ii) the maximum rate permitted by applicable law.

4.3. Disputes.

To the extent a Party, in good faith, disputes any part of an invoice, such Party will pay the undisputed amount invoiced by the Payment Date. If any amount withheld under dispute is finally determined to have been due, such withheld amount will be forwarded to the Party to whom such amount is owed within five (5) Business Days of such determination, along with interest at the Interest Rate for overdue payments from, and including, the Payment Date, but excluding the date paid.

4.4. Taxes.

Each Party will pay the taxes lawfully levied upon it by any governmental authority and in accordance with applicable laws.

4.5. Invoice and Payment Instructions.

Payment will be made by electronic funds transfer, or by other mutually agreed upon method, in immediately available funds, to the bank account name and account number as specified below, or as otherwise notified in writing to the Party making payment by the Party to whom payment is to be made.

Invoices to Puget Sound Energy, Inc. will be sent to:

Puget Sound Energy, Inc. 10885 NE 4th Street (PSE-04S) Bellevue, WA 98004

Attn: Contracts Manager Phone: 425-462-3151

Fax:

With a copy to

Payments to Puget Sound Energy will be sent to:

Puget Sound Energy, Inc. 10885 NE 4th Street Bellevue, WA 98004 Attn:

Attn:
Phone:
Fax:

Wiring instructions:

Bank Name:

ABA:
Account:

Invoices to Marin Clean Energy will be sent to:

Marin Clean Energy 781 Lincoln Avenue, Suite 320 San Rafael, CA 94901

Attn: Greg Brehm Phone: 415-464-6037 Fax: 415-459-8095

Email: gbrehm@mcecleanenergy.org

Payments to Marin Clean Energy will be sent to:

Marin Clean Energy 781 Lincoln Avenue, Suite 320 San Rafael, CA 94901 Attn: Sarah Estes-Smith

Phone: 415-464-6010 Fax: 415-459-8095

Wiring instructions:

Bank Name: River City Bank

ABA: Account:

ARTICLE 5 NOTICES

All notices, requests, demands, offers, and other communications required or permitted to be made under this Agreement will be in writing and will be effective only if delivered: (a) in person, (b) by a nationally recognized delivery service, (c) by United States Mail, or (d) by electronic mail, upon confirmation of receipt. Either Party may change its address or contact person(s) for notices by giving notice of such change consistent with this Article.

If to Counterparty: If to Puget Sound Energy:

Marin Clean Energy
781 Lincoln Avenue, Suite 320
San Rafael, CA 94901
Puget Sound Energy, Inc.
10885 NE 4th Street
Bellevue, WA 98004

Attn: Executive Officer Attn: Phone: 415-464-6010 Phone: Fax:415-459-8095 Fax:

ARTICLE 6 JURY TRIAL WAIVER

To the extent enforceable at such time, each Party waives its right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

ARTICLE 7 ATTORNEY'S FEES

In the event of any suit or other proceeding between the Parties with respect to any of the transactions contemplated hereby or subject matter hereof, the prevailing Party will be entitled to recover reasonable attorneys' fees, costs (including at the trial and appellate levels) and expenses of investigation.

ARTICLE 8 DEFAULTS

An "Event of Default" means, with respect to Party (the "<u>Defaulting Party</u>"), the occurrence of any of the following:

- (a) such Party breaches any of its material obligations herein and does not cure such breach within five (5) Business Days following receipt of written notice of such breach;
- (b) if any representation or warranty made by it herein proves to have been misleading or false in any material respect when made and such Party does not cure the underlying facts so as to make such representation and warranty correct and not misleading thereafter within five (5) Business Days following receipt of written notice thereof; or

- (c) if such Party:
 - (i) makes an assignment or any general arrangement for the benefit of its creditors,
 - (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it, or
 - (iii) otherwise becomes bankrupt or insolvent (however evidenced).

ARTICLE 9 REMEDIES UPON DEFAULT

9.1. Liquidated Damages.

Buyer and Seller agree the amounts that are determined to be due from one Party to the other pursuant to this Article in its entirety represents the liquidated damages of each, and no part hereof represents a penalty.

9.2. Remedies.

Upon the occurrence of an Event of Default by a Party, the other Party (the "Non-Defaulting Party") may do any or all of the following: (i) designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate all (but not fewer than all) Confirmation Letters (each referred to as a "Terminated Transaction") between the Parties, (ii) withhold any payments due in respect of this Agreement and any other agreements between the Parties to the extent of its damages pursuant to this Article 9, (iii) suspend performance, and (iv) exercise such remedies as provided herein, including an action for damages described in this Article 9 (except as limited by Article 9.5). The Non-Defaulting Party will calculate, in a commercially reasonable manner, a Settlement Amount for each such Terminated Transaction as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated or may not be liquidated and terminated under applicable law on the Early Termination Date, as soon thereafter as is reasonably practicable).

9.3. Net Out of Settlement Amounts.

The Non-Defaulting Party will aggregate all Settlement Amounts into a single amount by netting (a) all amounts that are due to the Defaulting Party for RECs that have been Delivered and not yet paid for, plus, at the option of the Non-Defaulting Party, any or all other amounts due to the Non-Defaulting Party under this Agreement against (b) all Settlement Amounts that are due to the Non-Defaulting Party under this Agreement, so that all such amounts will be netted out to a single liquidated amount (the "<u>Termination Payment</u>") payable by the Defaulting Party. The Termination Payment, if any, is due from the Defaulting Party to the Non-Defaulting Party within five (5) Business Days following receipt of written notice thereof ("<u>Termination Payment Notice Date</u>").

9.4. Calculation Disputes.

If the Defaulting Party disputes in good faith the Non-Defaulting Party's calculation of the Settlement Amount or Termination Payment, in whole or in part, the Defaulting Party will, within two (2) Business Days of receipt of the Non-Defaulting Party's calculation, provide the Non-Defaulting Party a detailed written explanation of the basis for such dispute, and pay the undisputed amount of the Termination Payment within five (5) Business Days following the Termination Payment Notice Date. If any amount withheld under dispute is finally determined to have been due, such withheld amount will be forwarded to the Party to whom such amount is owed within five (5) Business Days of such determination, along with interest at the Interest Rate for overdue payments from, and including, the Termination Payment Notice Date, but excluding the date paid.

9.5. <u>Limitation on Damages.</u>

The Defaulting Party's liability will be limited to direct, actual damages only, and such direct, actual damages will be the sole and exclusive remedy hereunder (except as otherwise provided in Section 9.2). Except with respect to payment of Costs, in no event will either Party be liable to the other under this Agreement for any consequential, incidental, punitive, exemplary, special or indirect damages, whether in tort, contract, or otherwise.

9.6. Exclusive Remedy.

THE REMEDIES SET FORTH IN THIS ARTICLE 9 ARE THE SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF AN EVENT OF DEFAULT BY A PARTY OF ITS OBLIGATIONS HEREUNDER TO SELL OR PURCHASE RECS, AND A PARTY'S LIABILITY WILL BE LIMITED AS SET FORTH IN THIS ARTICLE. ALL OTHER REMEDIES OR DAMAGES HEREUNDER FOR FAILURE TO SELL OR PURCHASE RECS ARE HEREBY WAIVED.

9.7. Force Majeure.

If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect to this Agreement, then upon such Party's giving written notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, such notice to be confirmed in writing to the other Party, the obligations of the Claiming Party will, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the Claiming Party will not be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of, such event of Force Majeure. The Party receiving such notice of Force Majeure will have until the end of five (5) Business Days following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure.

ARTICLE 10 STANDARD PROVISIONS

10.1. Additional Documents.

Each Party, upon the reasonable request of the other Party, will perform any further acts and execute and deliver such documents that may be necessary to carry out the intent and purpose hereof.

10.2. Assignment.

Neither Party may assign this Agreement, in whole or in part, without the other's prior written consent, which will not be unreasonably withheld, conditioned or delayed; except that a Party may, without consent (i) pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof as collateral in connection with any financing or other financial arrangements; (ii) assign this Agreement to an affiliate if the affiliate's creditworthiness is equal to or higher than that of the assigning Party; or (iii) assign this Agreement to any person or entity succeeding to all or substantially all of the assets of the assigning Party whose creditworthiness is equal to or higher than that of the assigning Party; provided, however, that in each such case, any such assignee will agree in writing to be bound by all of the terms and conditions of this Agreement and each related Confirmation Letter. Any assignment without the requisite prior consent is void ab initio. All of the rights, benefits, liabilities, and obligations of the Parties will inure to the benefit of and be binding upon their respective successors and permitted assigns. By consenting to one assignment a Party will not be deemed to have consented to a subsequent assignment.

10.3. Audit and Inspection.

Seller will maintain records to assist Buyer in meeting any reporting or registration requirements associated with the RECs. Seller will provide such records upon reasonable request from Buyer. If any such examination reveals any inaccuracy in any statement, the Parties will make the necessary adjustments promptly, and amounts discovered to be so due will bear interest calculated at the Interest Rate from (and including) the date the overpayment or underpayment was made to (but excluding) the date paid.

10.4 Certification.

At Buyer's request and expense, Seller will reasonably cooperate with Buyer for the purpose of pursuing Facility, and/or REC certification for compliance with any registration by the Buyer of the Facility and/or RECs in an RPS or equivalent program, other than the Applicable Standard, in any jurisdictions and programs in which Buyer may wish to register the Facility and/or RECs. Seller will provide copies of all information Seller has available or can reasonably obtain as Buyer reasonably requires for such registration.

10.5 <u>Confidentiality</u>.

The Parties hereto acknowledge that Marin Clean Energy is a local agency and subject to provisions of the California Public Records Act (Cal. Government Codes section 6250 and following). The Parties are expressly authorized to disclose the existence of this Agreement, including the quantity and term of the sale of RECs and Seller's name, REC details as provided in the Attestation Form or by the Applicable Tracking System, and the Attestation Form (if provided). Unless otherwise provided by this Agreement or applicable law, all other terms of this Agreement are confidential and neither Party may disclose such confidential information to anyone, other than (i) as may be agreed to in writing by the Parties in advance of such disclosure; (ii) to any of such Parties' directors, officers and employees and directors, officers and employees of affiliated companies and representatives thereof or their advisors who need to know such information and agree, for the benefit of the other Party, to treat such information confidentially to the same extent required by this Agreement; (iii) to the extent required to be disclosed by applicable law or legal process, and then only to the extent of such requirement; (iv) to the extent required to be disclosed under the Applicable Standard or other mandatory or voluntary standard, and then only to the extent of such requirement; or (v) to any actual or potential lender or lenders providing financing to a Party or any of its affiliates, to any actual or potential investor in a Party or any of its affiliates or to any other potential

acquirer of any direct or indirect ownership interest in Party or any of its affiliates or to any advisor providing professional advice to Party or any of its affiliates or to any such actual or potential lender, investor or acquirer who needs to know such information and agree to treat such information confidentially to the same extent required by this Agreement; or (vi) Load Serving Entity ("LSE") which agrees to treat such information confidentially to the same extent required by this Agreement and with whom a Party has an agreement to supply RECs for the LSE's voluntary green power program ("VGPP") and the confidential information is disclosed only upon LSE's request for the purposes of the LSE's evaluation of said VGPP. The Parties are entitled to all remedies available at law or in equity, including specific performance, to enforce this provision; however, neither Party will be liable for any damage suffered as a result of the use or disclosure of confidential information made in accordance with the express terms and conditions of this Agreement. This provision will survive for a period of five (5) years following the expiration of this Agreement.

10.6 <u>Counterparts</u>.

This Agreement may be executed by PDF or tele-facsimile and in one or more counterparts, all of which taken together will constitute one and the same original instrument.

10.7 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all previous or contemporaneous communications, representations, or contracts, either written or oral, that purport to describe or embody the subject matter hereof. There are no oral understandings, terms, or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

10.8 Exhibits.

Any exhibits attached hereto are incorporated into this Agreement by reference. The exhibits may only be revised upon mutual agreement between the Parties unless otherwise specified in the exhibits. In the event of a conflict between this Agreement and any Confirmation Letter, the terms of the Confirmation Letter will prevail.

10.9 No Third-Party Beneficiaries.

There are no intended third-party beneficiaries hereof, and this Agreement should not be construed to create or confer any right or interest in or to, or to grant any remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established herein.

10.10 Severability.

Any part hereof that is or becomes invalid, illegal, or unenforceable may be severed from the remainder hereof, and to the extent possible, the Parties will use reasonable efforts to replace any such part with provisions that preserve their original intent.

10.11 Survival Rights.

This Agreement will continue in effect after termination to the extent necessary to allow or require either Party to enforce its rights or receive performance of the other Party's obligations that arose under the Agreement.

10.12 Waiver, Amendment.

None of the terms or conditions of this Agreement may be amended or waived except in a writing signed by both of the Parties. The Parties agree that no waiver, amendment, or modification of this Agreement will be established by conduct, custom, or course of dealing. The failure of a Party to require performance of any provision of this Agreement will not limit such Party's right to seek such performance at a later time. Similarly, a Party's waiver of its rights with respect to any Event of Default or any other matter arising in connection with this Agreement will not be considered a waiver with respect to any subsequent Event of Default or matter.

10.13 Indemnification.

Each Party will indemnify, defend and hold harmless the other Party from and against any losses, costs, damages, demands, penalties, claims, or liabilities made by others arising from or out of any event, circumstance, act or incident arising out of the Parties' obligations under this Agreement, except to the extent arising from such Party's own gross negligence or willful misconduct.

10.14 Change in Law.

If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Agreement so that the implementation of this Agreement becomes impossible or impracticable, or otherwise revokes or eliminates the Applicable Standard, the Parties hereto agree to negotiate in good faith to amend this Agreement to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Agreement; provided, that the failure of the Parties to agree upon such amendment notwithstanding such good faith negotiation will not be deemed to be an Event of Default by either Party hereunder.

10.14 No Recourse Against Constituent Members of Marin Clean Energy.

Marin Clean Energy 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. Marin Clean Energy will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Puget Sound Energy will have no rights and will not make any claims, take any actions or assert any remedies against any of Marin Clean Energy's constituent members in connection with this Agreement.

ARTICLE 11 SIGNATURES

Each Party represents that the person signing this Agreement on its behalf is authorized to enter into this Agreement on behalf of the Party for whom that person signs.

IN WITNESS WHEREOF, the Parties understand and agree to the terms and conditions contained herein and agree to be bound thereby.

Puget Sound Energy, Inc.	Marin Clean Energy, a California joint powers authority
Signature	Signature
Name	Name
Title	Title
Date	Date

Confirmation Letter #1

This Confirmation Letter describes a transaction between Buyer and Seller for the sale, purchase and Delivery of Renewable Energy Certificates ("<u>RECs</u>") pursuant to and in accordance with the terms of the California RPS-Eligible Renewable Energy Certificate Purchase and Sale Agreement between the Parties dated **November 6, 2014** (the "<u>Agreement</u>") and constitutes part of and is subject to the terms and provisions of the Agreement. To the extent there is a conflict between a provision of the Agreement and a provision of this Confirmation Letter, the terms of this Confirmation Letter will control for the purposes of this transaction.

Initially capitalized terms used and not otherwise defined herein are defined in the Agreement.

Basic Commercial Terms:

Trade Date:	09-04-2014
Transaction Reference:	1 (Evolution Markets Transaction # 221747-2)
Seller:	Puget Sound Energy, Inc.
Buyer:	Marin Clean Energy
Facility:	Any or all of Seller's Hopkins Ridge Wind Facility, Wild
	Horse Wind Facility, Lower Snake River Wind Facility and/or
	Seller's right in Energy from the Klondike III Wind Facility,
	as Seller may elect
Eligible Renewable Resource Type:	Wind
Geography:	WECC
Period Type [Generation, Reporting]:	Generation
Time Period:	1) 2014 vintage, generation to occur January 1, 2014
	through June 30, 2014
Quantity (RECs):	1) 195,000 RECs
Contract Price (\$/REC):	/REC

Product Specific Terms:

Troduct Specific Terms.	
Applicable Standard(s):	California Energy Commission Certified RPS Eligible
	Energy; and
	Green-e eligible / certified
Green Attributes retained by Seller, if	None
any:	
Media Rights Conferred [yes, no]	No

Delivery Terms:

Delivery Date:	2) 195,000 RECs delivered within 30 days of execution of this Confirmation Letter #1 (or such later date that is mutually acceptable to the Parties). Delivery to occur through WREGIS.
Delivery Obligation [Firm, Unit	Firm
Contingent, Project Contingent]:	
Applicable Tracking System:	WREGIS
Attestation Form:	Yes
Buyer Delivery Contact [Name, Email]:	Greg Brehm, gbrehm@mcecleanenergy.org
Seller Delivery Contact [Name, Email]:	Anna Mikelsen Mills, anna.mikelsenmills@pse.com

The Parties agree to the transaction set forth herein and each Party represents that the person signing this Confirmation Letter on its behalf is authorized to execute on behalf of the Party for whom such person signs.

Puget Sound Energy, Inc.	Marin Clean Energy, a California joint powers
	authority
Signature	Signature
Name	Name
Title	Title
Date	Date



California RPS + Green-e Energy Eligible REC Purchase Agreement with Puget Sound Energy (Agenda Item #11)

Greg Brehm – Director of Power Resources | Marin Clean Energy

November 6, 2014





Introduction

2014 Voluntary Renewable Energy Open Position

MCE currently has a 163 GWh open position for Voluntary Renewable Energy during CY 2014 (such volumes are necessary to supply Deep Green customers and satisfy MCE's minimum 50% Light Green renewable commitment):

Voluntary RECs Under Contract (GWh)	2014 125	2015 107	<u>2016</u> -	<u>2017</u> -	<u>2018</u> -	<u>2019</u> -	<u>2020</u> -	<u>2021</u> -	<u>2022</u> -	<u>2023</u>
Open Position, RPS Renewables (GWh)										
Product Content Category 1	1	(118)	(166)	(204)	(124)	123	147	141	140	139
Product Content Category 2	21	80	193	204	169	134	100	100	100	100
Product Content Category 3	(0)	12	76	55	59	63	67	67	66	66
Subtotal, Open Position, Renewables	22	(26)	103	54	104	320	313	307	306	305
Open Position, Voluntary RECs	163	219	400	381	383	384	394	395	397	398

Voluntary renewable energy volumes are typically sourced from unbundled RECs to minimize supply costs and maintain operating/planning flexibility.

Staff solicited offers from multiple suppliers; five responses were received.

Puget Sound Energy provided the most cost competitive offer, sourced closest to MCE's service territory.

In order to increase compliance reporting flexibility and accommodate pending MCE expansion, staff requested 20% more voluntary renewable energy than was originally determined. The proposed agreement would provide 195,000 MWh; any excess will be applied to future compliance periods.

About Puget Sound Energy

The Pacific Northwest's largest utility producer of renewable energy. Owns and operates three large wind farms in Washington state:

- Wild Horse Wind and Solar Facility in Kittitas County
- Hopkins Ridge Wind Facility in Columbia County
- <u>Lower Snake River Wind Facility</u> in Garfield County
- Klondike III Wind Facility in Sherman County



These four wind facilities produce up to 773 megawatts of electricity, enough to meet the electric power demands of approximately 230,000 homes, making PSE the second-largest utility generator of wind power in the U.S.

About Puget Sound Energy (Cont.)

- New Counterparty for MCE
- Product is offered at a comparatively low price
- Deliveries align with MCE's current voluntary renewable energy needs and are also PCC3-eligible (under California's RPS program), which provides additional compliance reporting flexibility
- Deliveries under the agreement are sufficient to supply the balance of MCE's Deep Green customers through 2014
- 32,000 MWh are expected to be banked for 2015
- Agreement provides a \$250,000 collateral threshold to MCE

Staff Recommendation: Puget Sound Energy

Summary:

The contract is a good fit for MCE's resource portfolio based on the following considerations:

- The project size and expected deliveries will support current renewable energy requirements of MCE's Deep Green customers and includes a small reserve margin.
- The project is being operated by an experienced team.
- The product from the project is competitively priced.
- The agreement adds a new counterparty and additional credit capacity to MCE's available resource pool.

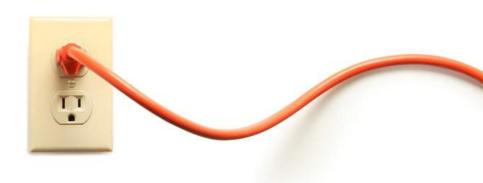
RPS Product Definitions

		Procurement Specifications				
Renewables Portfolio Standard (RPS), Portfolio Content Category (PCC)	Key Features/ Attributes	Compliance Period 1 (Jan 1, 2011 – Dec 31, 2013)	Compliance Period 2 (Jan 1, 2014 – Dec 31, 2016)	Compliance Period 3 (Jan 1, 2017 – Dec 31, 2020)		
PCC 1	Generating resource must be located in California*	≥ 50% of RPS obligation	≥ 65% of RPS obligation	≥ 75% of RPS obligation		
PCC 2	Firmed/shaped product; generators are typically located out-of-state*	No specified limitation; approx. 25% of RPS obligation	No specified limitation; approx. 20% of RPS obligation	No specified limitation; approx. 15% of RPS obligation		
PCC 3	Unbundled certificates; no energy delivery requirement	≤ 25% of RPS obligation	≤ 15% of RPS obligation	≤ 10% of RPS obligation		
Green-e Energy**	Nation's leading certification program for renewable energy	Not Applicable	Not Applicable	Not Applicable		

^{*}General guideline regarding PCC eligibility.

^{**}Green-e Energy is a certification program and not a specified product under California's RPS program. Certain RPS-eligible resources may also meet Green-e Energy's eligibility criteria based on COD and generator location, among other considerations. The Green-e Energy program is administered by the Center for Resource Solutions, based in San Francisco.

Questions? Comments?





November 6, 2014

TO: Marin Clean Energy Board

FROM: Greg Brehm, Director of Power Resources

RE: Power Purchase Agreement with WM Renewable Energy, L.L.C.

(Redwood Landfill; Agenda #12)

ATTACHMENT: Draft Power Purchase Agreement with WM Renewable Energy,

L.L.C.

Dear Board Members:

SUMMARY:

Outside of this year's Open Season Procurement Process ("Open Season") for Renewable Energy ("RE"), staff received an unsolicited offer from Waste Management Renewable Energy ("WMRE"). This offer entailed a power purchase agreement through which MCE would buy electric energy and capacity from a new landfill gas-to-energy project to be located in Novato, California (at the existing Redwood Landfill site). The facility is being developed by WM Renewable Energy, L.L.C., a wholly owned subsidiary of Waste Management (based in Houston, Texas).

The Redwood Landfill facility is well into the development process, and MCE will be the sole off-taker/buyer of all electric energy produced by the approximately 3.8 MW facility. Staff brought this offer to the Ad Hoc Contracts Committee, which recommended that staff move forward with direct bi-lateral contract negotiations. Staff subsequently negotiated the attached draft Power Purchase Agreement with WM Renewable Energy, L.L.C. for the purchase of energy, capacity and bundled renewable attributes (otherwise known as bundled renewable energy certificates, or "RECs") from this project. The project has a guaranteed capacity of 3.5 MW AC and is located in the City of Novato in Marin County, California.

Based on staff's analysis, this project was particularly interesting due to its location, development progress, and the developer's strong track record in developing similar projects – WMRE operates more than 138 similar facilities throughout the United States. These key aspects of the project were also highlighted during discussions with the Ad Hoc Contracts Committee.

Renewable energy volumes produced by the facility will supplement MCE's existing RE supply with baseload electric output from a local renewable generating project. The timing of anticipated deliveries will help replace the planned reduction in renewable energy quantities specified under the Shell Energy North America (SENA) supply

• WM Renewable Energy produces over 550 megawatts of electricity, which is enough to power more than 440,000 homes. This energy is equivalent to offsetting over 2.2 million tons of coal per year.

Contract Overview – WM Renewable Energy LLC - REDWOOD LANDFILL

- Project: 3.80 MW landfill gas to energy project with 92% capacity factor capable of supplying the annual electric needs of approximately 14,000 MCE residential customers.
- Project location: Novato, California (Marin County), in PG&E service territory.
- Project will utilize technologically state of the are technology
- Guaranteed commercial operation date: December, 2016
- Contract term: 20 years
- Delivery profile: Baseload
- Expected annual energy production: approximately 30,000 MWhs, including all capacity and environmental attributes associated therewith
- Guaranteed energy production: 80% of projected annual deliveries
- Energy price: fixed energy price applicable to each year of contract
- No credit/collateral obligations for MCE
- MCE to receive financial compensation in the event of Seller's failure to successfully achieve certain development milestones

Summary:

The Redwood landfill gas to energy project is a good fit for MCE's resource portfolio based on the following considerations:

- The project size supports MCE's planned expansion and future renewable energy requirements
- Timing of initial energy deliveries under the agreement is aligned with planned reduction in renewable energy deliveries under SENA agreement
- The project is being operated/expanded by an experienced team, which is currently supplying power from more than 138 similar projects
- The project is located within Marin county California and meets the highest value renewable portfolio standards category ("Bucket 1")
- The project is highly viable and in the final stages of a 10 year development
- Energy from the project is priced at a moderate premium to recent offers

Recommendation: Approve power purchase agreement with WMRE Redwood Landfill for additional renewable energy supply.

POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

Seller: WM Renewable Energy, L.L.C.
Buyer : Marin Clean Energy, a California joint powers authority
Description of Facility:
Guaranteed Commercial Operation Date: December 31, 2016
<u>Delivery Term</u> : The period for Product delivery will be for 20 Contract Years.
Contract Price:
Product:
Energy Green Attributes (if Renewable Energy Credit, please check the applicable box below): Renewable Energy Credit (Bucket 1) Renewable Energy Credit (Bucket 2) Renewable Energy Credit (Bucket 3) Capacity Attributes
Expected Energy for First Contract Year: _30,660 MWH
Scheduling Coordinator: Buyer/Buyer Third-Party
<u>Development Security</u> : \$90.00.
<u>Performance Security</u> : [To be determined by Buyer after evaluation of Seller creditworthiness.]
Notice Addresses:
Seller:
WM Renewable Energy, LLC 1001 Fanning, Suite 4000 Houston, Texas 77002 Attention: Dave Unger Phone No.: 713.328.7457 Fax No.: 866.354.2138
With a copy to:
Paul Pabor, Vice President

WM Renewable Energy, L.L.C. 1001 Fannin, Suite 4000 Houston, TX 77002

Fax No: (713) 287-2423 Phone No: (713) 328-7345 Email: ppabor@wm.com

Scheduling:

Randy Beck, Director of Operations WM Renewable Energy, L.L.C. 1001 Fannin, Suite 4000 Houston, TX 77002

Fax No: (713) 287-2423 Phone No: (713) 265-1672 Email: rbeck3@wm.com

Buyer:

Marin Clean Energy 781 Lincoln Avenue, Suite 320 San Rafael, CA 94901

Attention: Greg Brehm, Director of Power Resources

Fax No.: (415) 459-8095 Phone No.: (415) 464-6037

Email: gbrehm@mceCleanEnergy.org

With a copy to:

Troutman Sanders LLP 805 SW Broadway, Suite 1560 Portland, Oregon 97205 Attention: Stephen Hall

Fax No.: (503) 290-2405 Phone No.: (503) 290-2336

Email: stephen.hall@troutmansanders.com

Agenda Item #12 - Att: Draft PPA w/WMRE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

SELLER [Seller]	BUYER Marin Clean Energy
By:Name:	By: MCE Chairperson
Title:	By: MCE Executive Officer

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POWER PURCHASE AND SALE AGREEMENT

This Power Purchase and Sale Agreement ("<u>Agreement</u>") is entered into as of _____(the "<u>Effective Date</u>"), between Seller and Buyer (each also referred to as a "<u>Party</u>" and collectively as the "<u>Parties</u>").

RECITALS

WHEREAS, Seller intends to develop, design, construct, and operate the landfill-gas-waste-to-energy facility to be located in California in the location identified in Exhibit A, having a Guaranteed Capacity to Buyer of three and one-half (3.5) MW AC (the "<u>Facility</u>"); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, all Energy generated by the Facility, all Green Attributes related to the generation of such Energy, and all Capacity Attributes;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1 DEFINITIONS

- 1.1 <u>Contract Definitions</u>. The following terms, when used herein with initial capitalization, shall have the meanings set forth below:
- "Affiliate" means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.
 - "Adjusted Energy Production" has the meaning set forth in Exhibit F.
- "<u>Agreement</u>" has the meaning set forth in the Preamble and includes any exhibits, schedules and any written supplements hereto, any designated collateral, credit support or similar arrangement between the Parties.
- "<u>Available Capacity</u>" means the capacity from the Facility, expressed in whole MWs, that is available to generate Energy.
- "<u>Bankrupt</u>" means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of

sixty (60) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

"<u>Business Day</u>" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

"Buyer" has the meaning set forth on the Cover Sheet.

"Buyer Bid Curtailment" means the occurrence of all of the following:

- (a) the CAISO provides notice to a Party or Buyer's SC, requiring the Party to produce less Energy from the Facility than forecasted to be produced from the Facility for a period of time;
 - (b) for the same time period as referenced in (a), Buyer or Buyer's SC:
- (i) did not submit a Self-Schedule or an Energy Supply Bid for the MW subject to the reduction; or
- (ii) submitted an Energy Supply Bid and the CAISO notice referenced in (a) is solely a result of CAISO implementing the Energy Supply Bid; or
- (iii) submitted a Self-Schedule for less than the full amount of Energy forecasted to be produced from the Facility; and
- (c) no other circumstances exist that constitute a Planned Outage, Forced Outage, Force Majeure and/or a Curtailment Period during the same time period as referenced in (a).
- "<u>Buyer Curtailment Order</u>" means the instruction from Buyer to Seller to reduce generation from the Facility by the amount, and for the period of time set forth in such order, for reasons unrelated to a Planned Outage, Forced Outage, Force Majeure and/or Curtailment Order.
- "<u>Buyer Curtailment Period</u>" means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Facility pursuant to (a) Buyer Bid Curtailment or (b) a Buyer Curtailment Order, and no other circumstances exist that constitute a Planned Outage, Forced Outage, Force Majeure and/or a Curtailment Period during the same time period.

"Buyout Payment" has the meaning set forth in Exhibit G.

"<u>CAISO</u>" means the California Independent System Operator Corporation or any successor entity performing similar functions.

- "CAISO Charges Invoice" has the meaning set forth in Section 4.3(d) [keep only if under Section 4.3 Option 2 is selected].
- "CAISO Grid" has the same meaning as "CAISO Controlled Grid" as defined in the CAISO Tariff.
- "<u>CAISO Tariff</u>" means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.
- "California Renewables Portfolio Standard" or "RPS" means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), and X-1 2 (2011), codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.
- "Capacity Attribute" means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Facility can generate and deliver to the CAISO grid at a particular moment and that can be purchased and sold under CAISO market rules, including Resource Adequacy Benefits.
 - "Capacity Damages" has the meaning set forth in Exhibit B.
 - "CEC" means the California Energy Commission or its successor agency.
- "<u>CEC Certification and Verification</u>" means that the CEC has certified (or, with respect to periods before the Facility has been constructed, that the CEC has pre-certified) that the Facility is an Eligible Renewable Energy Resource for purposes of the California Renewables Portfolio Standard and that all Energy qualifies as generation from an Eligible Renewable Energy Resource for purposes of the Facility.
 - "Commercial Operation" has the meaning set forth in Exhibit B.
 - "Commercial Operation Date" has the meaning set forth in Exhibit B.
- "Commercial Operation Delay Damages" means an amount equal to (a) the Development Security amount required hereunder, divided by (b) sixty (60).
 - "Confidential Information" has the meaning set forth in Section 19.1.
 - "Contract Price" has the meaning set forth in Section 3.3.
 - "Contract Term" has the meaning set forth in Section 2.1.
- "<u>Contract Year</u>" means each calendar year during the Contract Term, commencing on the Commercial Operation Date, *provided* that if the first (1st) and last Contract Years are not full calendar years, the first Contract Year shall mean the period from the Commercial Operation

Date to December 31 of such calendar year, and the last Contract Year shall mean the period from January 1 of the last Contract Year through the last day of the Contract Term.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

"CPUC" means the California Public Utilities Commission, or successor entity.

"Credit Rating" means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody's. If ratings by S&P and Moody's are not equivalent, the lower rating shall apply.

"Curtailment Cap" is the yearly quantity per Contract Year, in MWh, equal to 10 hours times installed capacity.

"Curtailment Order" means any of the following:

- a) the CAISO orders, directs, alerts, or provides notice to a Party to curtail Energy deliveries for reasons including, but not limited to, (i) any System Emergency, or (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes the CAISO's electric system integrity or the integrity of other systems to which the CAISO is connected;
- b) a curtailment ordered by the Participating Transmission Owner or distribution operator (if interconnected to distribution or sub-transmission system) for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Participating Transmission Owner's electric system integrity or the integrity of other systems to which the Participating Transmission Owner is connected;
- c) a curtailment ordered by the CAISO or the Participating Transmission Owner due to scheduled or unscheduled maintenance on the Participating Transmission Owner's transmission facilities that prevents (i) Buyer from receiving or (ii) Seller from delivering Energy to the Delivery Point; or
- d) a curtailment in accordance with Seller's obligations under its interconnection agreement with the Participating Transmission Owner or distribution operator.

<u>"Curtailment Period</u>" means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Facility pursuant to a Curtailment Order.

"<u>Daily Delay Damages</u>" means an amount equal to (a) the Development Security amount required hereunder, divided by (b) one hundred twenty (120).

"<u>Day-Ahead Forecast</u>" has the meaning set forth in Section 4.4(c).

"Day-Ahead Market" has the meaning set forth in the CAISO Tariff.

"Deemed Delivered Energy" means the amount of Energy expressed in MWh that the Facility would have produced and delivered to the Delivery Point, but that is not produced by the Facility and delivered to the Delivery Point during a Buyer Curtailment Period, which amount shall be equal to (a) the EIRP Forecast, expressed in MWh, applicable to the Buyer Curtailment Period, whether or not Seller is participating in EIRP during the Buyer Curtailment Period, less the amount of Delivered Energy delivered to the Delivery Point during the Buyer Curtailment Period or, (b) if there is no EIRP Forecast available, using relevant Facility availability, weather, historical and other pertinent data for the period of time during the Buyer Curtailment Period less the amount of Delivered Energy delivered to the Delivery Point during the Buyer Curtailment Period; provided that, if the applicable difference calculated pursuant to (a) or (b) above is negative as compared to the amount of metered Energy at the CAISO revenue meter for the Facility, the Deemed Delivered Energy shall be zero (0). "Defaulting Party" has the meaning set forth in Section 11.1(a).

"<u>Delivered Energy</u>" means all Energy produced from the Facility as measured in MWh at the CAISO revenue meter of the Facility based on a power factor of precisely one (1) and net of all Electrical Losses.

"Delivery Point" means the NP15 Trading Hub as defined by the CAISO [TH_NP15_GEN-APND].

"<u>Delivery Term</u>" shall mean the period of twenty (20) Contract Years beginning on the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

"Development Cure Period" has the meaning set forth in Exhibit B.

"<u>Development Security</u>" means (i) cash, or (ii) an irrevocable, non-transferable standby letter of credit issued by a U.S. commercial bank, or a U.S. branch or subsidiary of a foreign commercial bank with a Credit Rating of at least A- from S&P or A3 from Moody's, in the amount equal to \$90/kW.

"<u>Distribution Loss Factor</u>" is a multiplier factor that reduces the amount of Delivered Energy produced by a Facility connecting to a distribution system to account for the electrical distribution losses, including those related to distribution and transformation, occurring between the Point of Interconnection, as defined in the applicable Wholesale Distribution Tariff, at the point where the distribution system meter is physically located, and the first Point of Interconnection, as defined in the CAISO Tariff, with the CAISO Grid.

"Early Termination Date" has the meaning set forth in Section 11.2.

- "Effective Date" has the meaning set forth on the Preamble.
- "<u>Eligible Intermittent Resource Protocol</u>" or "<u>EIRP</u>" has the meaning set forth in the CAISO Tariff or a successor CAISO program for intermittent resources.
- "<u>Eligible Renewable Energy Resource</u>" has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.
- "<u>Electrical Losses</u>" means all applicable losses, including the following: (a) any transmission or transformation losses between the CAISO revenue meter and the Delivery Point; and (b) the Distribution Loss Factor, if applicable.
- "Energy" means metered electrical energy, measured in MWh, which is produced by the Facility. [NTD—WMRE's proposed language was moved to Section 3.1.]
- "<u>Event of Default</u>" means either a Seller Default or Buyer Default as specified in Article 11.
 - "Expected Energy" has the meaning set forth in Exhibit F, Schedule F-1.
 - "Facility" means the facility described more fully in Exhibit A attached hereto.
 - "Fair Market Value" has the meaning set forth in Exhibit G.
- "<u>FERC</u>" means the Federal Energy Regulatory Commission or any successor government agency.
 - "Force Majeure Event" has the meaning set forth in Section 10.1.
- "<u>Forced Facility Outage</u>" means an unexpected failure of one or more components of the Facility or any outage on the Transmission System that prevents Seller from making power available at the Delivery Point and that is not the result of a Force Majeure Event.
 - "Full Capacity Deliverability Status" has the meaning set forth in the CAISO Tariff.
- "<u>Full Capacity Deliverability Status Finding</u>" means a written confirmation from the CAISO that the Facility is eligible for Full Capacity Deliverability Status.
- "Future Environmental Attributes" shall mean any and all generation attributes (other than Green Attributes or Renewable Energy Incentives) under the RPS regulations and/or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now, or in the future, to the generation of electrical energy by the Facility.

"Gains" means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the non-defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NP-15), all of which should be calculated for the remaining Contract Term, and includes the value of Green Attributes, Capacity Attributes and Resource Adequacy Benefits.

"Governmental Authority" means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO; *provided*, *however*, that "Governmental Authority" shall not in any event include any Party.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its displacement of conventional Energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights; and (4) RINs associated with renewable electricity used in electric vehicles that is produced from biogas. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) production tax credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits. If the Facility is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Facility.

"Green Tag Reporting Rights" means the right of a purchaser of renewable energy to report ownership of accumulated "green tags" in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS operating rules.

"Guaranteed Capacity" means three and one-half (3.5) MW AC capacity measured at [Insert location.].

"Guaranteed Commercial Operation Date" has the meaning set forth in Exhibit B.

"Guaranteed Construction Start Date" has the meaning set forth in Exhibit B.

"Guaranteed Energy Production" has the meaning set forth in Section 4.7.

"Guarantor" means, with respect to Seller, any person that (a) does not already have any material credit exposure to Buyer under any other agreements, guarantees, or other arrangements at the time its Guaranty is issued, (b) is an Affiliate of Seller, or other third party reasonably acceptable to Buyer, (c) has a Credit Rating of A- or better from S&P or a Credit Rating of Baa2 or better from Moody's, (d) has a tangible net worth of at least \$100,000,000, (e) is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction, and (f) executes and delivers a Guaranty for the benefit of Buyer in a form reasonably acceptable to Buyer. [Buyer will consider accepting a Guaranty based on the Facility, the amount of Performance Security, and the identity of the Seller and Guarantor.]

"Guaranty" means a guaranty from a Guarantor provided for the benefit of Buyer in a form reasonably acceptable to Buyer. [Buyer will consider accepting a Guaranty based on the Facility, the amount of Performance Security, and the identity of the Seller and Guarantor.]

"<u>Imbalance Energy</u>" means the amount of Energy, in any given settlement period, by which the amount of Delivered Energy deviates from the amount of Scheduled Energy.

"Indemnified Party" has the meaning set forth in Section 17.1.

"**Indemnifying Party**" has the meaning set forth in Section 17.1.

"<u>Installed Capacity</u>" means the sum of the actual generating capacity of the Facility, not to exceed three and eight tenths (3.8) MW.

"Inter-SC Trade" has the meaning set forth in CAISO Tariff.

"<u>Interconnection Agreement</u>" means the interconnection agreement entered into by Seller pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller's Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

"<u>Interconnection Facilities</u>" means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in order to meet the terms and conditions of this Agreement.

"Interest Rate" has the meaning set forth in Section 8.2.

"<u>Law</u>" means any applicable law, statute, regulation, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

"Letter(s) of Credit" means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- with an outlook designation of "stable" from S&P or A3 with an outlook designation of "stable" from Moody's, in a form reasonably acceptable to Buyer.

"Locational Marginal Price" or "LMP" has the meaning set forth in CAISO Tariff.

"Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the non-defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Capacity Attributes and Resource Adequacy Benefits.

"Lost Output" has the meaning set forth in Exhibit F.

"<u>Milestones</u>" means the development activities for significant permitting, interconnection, financing and construction milestones set forth in Exhibit H.

"Moody's" means Moody's Investors Service, Inc., or its successor.

"MW" means megawatts measured in alternating current.

"MWh" means megawatt-hour.

"Negative Imbalance Energy" has the meaning set forth in Section 3.4.

"<u>Negative LMP</u>" means, in any Settlement Interval, whether in the Day-Ahead Market or Real-Time Market, the LMP at the Delivery Point is less than zero dollars (\$0).

"Negative LMP Costs" has the meaning set forth in Section 3.3(c).

"Non-Defaulting Party" has the meaning set forth in Section 11.2.

"<u>Notice</u>" shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, certified United States mail, overnight courier service, facsimile or electronic messaging (e-mail).

"Output Event of Default" has the meaning set forth in Exhibit F.

"<u>Participating Intermittent Resource Protocol</u>" or "<u>PIRP</u>" has the meaning set forth in the CAISO Tariff or a successor CAISO program for intermittent resources.

"Participating Transmission Owner" or "PTO" means an entity that owns, operates and maintains transmission or distribution lines and associated facilities and/or has entitlements to use certain transmission or distribution lines and associated facilities where the Facility is interconnected. For purposes of this Agreement, the Participating Transmission Owner is [name of utility].

"Party" has the meaning set forth in the Preamble.

"Performance Measurement Period" has the meaning set forth in Section 4.7.

"<u>Performance Security</u>" means (i) cash, or (ii) an irrevocable, non-transferable standby letter of credit issued by a U.S. commercial bank, or a U.S. branch or subsidiary of a foreign commercial bank with a Credit Rating of at least A- from S&P or A3 from Moody's, in an amount and form acceptable to Buyer.

"<u>Person</u>" means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

"PNode" has the meaning set forth in the CAISO Tariff.

"Positive Imbalance Energy" has the meaning set forth in Section 3.4.

"Product" means (i) Energy, (ii) Green Attributes and (iii) Capacity Attributes.

"Prudent Operating Practice" means the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric power industry for facilities of similar size, type, and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition. Prudent Operating Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions reasonable under the circumstances.

"Qualified Assignee" means any Person that has (or will contract with a Person that has) competent experience in the operation and maintenance of similar electrical generation systems and is financially capable of performing Seller's obligations (considering such Person's own

financial wherewithal and that of such Person's guarantor or other credit support) under this Agreement.

"Real-Time Market" has the meaning set forth in the CAISO Tariff.

"Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

"Renewable Energy Credit (Bucket 1)" means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

"Renewable Energy Credit (Bucket 2)" means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

"Renewable Energy Credit (Bucket 3)" means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(3), as may be amended from time to time or as further defined or supplemented by Law.

"Renewable Energy Incentives" means: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production of electricity from the Facility (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended); (b) any federal, state, or local grants, subsidies or other like benefits relating in any way to the Facility, including a cash grant available under Section 1603 of Division B of the American Recovery and Reinvestment Act of 2009, in lieu of federal Tax credits or any similar or substitute payment available under subsequently enacted federal legislation; and (c) any other form of incentive relating in any way to the Facility that are not a Green Attribute or a Future Environmental Attribute.

"Renewable Identification Number" or "RIN" is a unique number generated to represent a volume of renewable fuel pursuant to 40 CFR §\$80.1425 and 80.1426.

"Resource Adequacy Benefits" means the rights and privileges attached to the Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision and shall include any local, zonal or otherwise locational attributes associated with the Facility.

"<u>S&P</u>" means the Standard & Poor's Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor.

"Schedule" means the actions of Seller, Buyer and/or their designated representatives, or Scheduling Coordinators, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other and the CAISO the quantity and type of Product to be delivered on any given day or days at a specified Delivery Point.

"Scheduled Energy" means the Energy that clears under the applicable CAISO market based on the final Schedule developed in accordance with this Agreement, the operating procedures developed by the Parties pursuant to this Agreement, and the applicable CAISO Tariff, protocols and Scheduling practices.

"Scheduling Coordinator" or "SC" means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in "Responsibilities of a Scheduling Coordinator," of the CAISO Tariff, as amended from time to time.

"Seller" has the meaning set forth on the Cover Sheet.

"Settlement Amount" means the non-defaulting Party's Costs and Losses, on the one hand, netted against its Gains, on the other. If the non-defaulting Party's Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the non-defaulting Party. If the non-defaulting Party's Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars (\$0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

"Settlement Interval" has the meaning set forth in the CAISO Tariff.

"System Emergency" means any condition that: (a) requires, as determined and declared by CAISO or the PTO, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System reliability, and (b) directly affects the ability of any Party to perform under any term or condition in this Agreement, in whole or in part.

"<u>Tax</u>" or "<u>Taxes</u>" means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

"Termination Payment" has the meaning set forth in Section 11.3.

"**Terminated Transaction**" has the meaning set forth in Section 11.2.

"<u>Test Energy</u>" means the Energy delivered (a) commencing on the later of (i) the first date that the CAISO informs Seller in writing that Seller may deliver Energy from the Facility to the CAISO and (ii) the PTO informs Seller in writing that Seller has conditional or temporary permission to parallel and (b) ending upon the occurrence of the Commercial Operation Date.

- "<u>Transmission Provider</u>" means any entity or entities transmitting or transporting the Product on behalf of Seller or Buyer to or from the Delivery Point.
- "<u>Transmission System</u>" means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.
 - "WECC" means the Western Electricity Coordinating Council or its successor.
- "<u>WREGIS</u>" means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.
- 1.2 **Rules of Interpretation.** In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:
- (a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;
- (c) the words "hereof", "herein", and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified, and in the event of a conflict, the provisions of the main body of this Agreement shall prevail over the provisions of any attachment or annex;
- (e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;
- (f) a reference to a Person includes that Person's successors and permitted assigns;
- (g) the term "including" means "including without limitation" and any list of examples following such term shall in no way restrict or limit the generality of the work or provision in respect of which such examples are provided;
- (h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

- (i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;
- (j) references to any amount of money shall mean a reference to the amount in United States Dollars;
- (k) the expression "and/or" when used as a conjunction shall connote "any or all of";
- (l) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and
- (m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2 TERM; CONDITIONS PRECEDENT

2.1 Contract Term.

- (a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions and any contract term extension provisions set forth herein ("Contract Term").
- (b) The Contract Term may be extended for an additional five (5) Contract Years at the then-current Contract Price by mutual written agreement of both Parties executed at least two (2) years before the end of the initial Contract Term.
- (c) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 19 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for one (1) year following the termination of this Agreement.
- 2.2 <u>Conditions Precedent.</u> Subject to Section 3.6, Buyer shall have no obligation whatsoever to purchase the Product from the Facility under this Agreement until Seller completes to Buyer's reasonable satisfaction each of the following conditions:
- (a) All Facility systems necessary for continuous operation and metering have been installed and are tested and certified:

- (b) All applicable agreements between Seller and CAISO required for the performance of Seller's obligations under this Agreement have been executed, delivered and shall remain in full force and effect, including a Participating Generator Agreement, a Meter Service Agreement, and a Scheduling Coordinator Agreement and a copy of each agreement delivered to Buyer;
- (c) All applicable agreements between Seller and the PTO, including an Interconnection Agreement, have been executed, delivered and shall remain in full force and effect and a copy of each agreement delivered to Buyer;
- (d) The Interconnection Facilities of Seller have demonstrated the ability to accept the full-load output of the Facility and final permission to commence Commercial Operation has been granted by the PTO and the CAISO, including completion of all Network Reliability Upgrades (as defined in the CAISO Tariff) and satisfaction of all other requirements of the Interconnection Agreement;
- (e) All applicable regulatory authorizations, approvals and permits for the continuous operation of the Facility have been obtained and all conditions thereof completed and shall remain in full force and effect;
- (f) Seller has received documentation from the PTO that Delivery Network Upgrades (as defined in the CAISO Tariff) for the Facility have been completed;
- (g) Seller has received documentation from the CAISO that the Facility has received a Full Capacity Deliverability Status Finding.
- (h) Seller has received the requisite pre-certification of the CEC Certification and Verification (and will reasonably expect to receive in no more than ninety (90) days from the Commercial Operation Date the final CEC Certification and Verification) for the Facility;
- (i) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements, including the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, QRE service agreements, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system or have completed any other requirements to enable Buyer to fulfill its RPS requirements; and
- (j) Seller successfully completes an initial Facility performance test, using industry accepted testing procedures, which demonstrates peak facility electrical output of no less than ninety percent (90%) of the Installed Capacity, as adjusted for ambient conditions, on the date of the performance test, which shall not be less than [__] MW. Seller has delivered to Buyer a certification of a licensed professional engineer certifying that ninety percent (90%) of the Installed Capacity is capable of generating energy in accordance with the manufacturer's specifications.
 - (k) Seller has paid Buyer for all Daily Delay Damages and Commercial

Operation Delay Damages owing under this Agreement, if any.

2.3 **Progress Reports**. Seller shall report to Buyer quarterly on progress of the Milestones, from the Effective Date until the start of construction, at which point Seller shall report to Buyer monthly, until the Commercial Operation Date. The form of these progress reports are set forth as Exhibit H.

ARTICLE 3 PURCHASE AND SALE

- 3.1 <u>Sale of Product</u>. Subject to the terms and conditions of this Agreement, during the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller at the applicable Contract Price, all of the Product produced by the Facility in excess of that quantity of electrical energy that is consumed in connection with the operation of the Facility and the preparation of landfill gas for use as fuel for the Facility. At its sole discretion, Buyer may re-sell or use for another purpose all or a portion of the Product. Buyer will have exclusive rights to offer, bid, or otherwise submit the Product, and/or any Capacity Attributes thereof, from the Facility for resale in the market, and retain and receive any and all related revenues. Buyer has no obligation to purchase from Seller any Product that is not or cannot be delivered to the Delivery Point as a result of any circumstance, including, an outage of the Facility, a Force Majeure Event, or a Curtailment Order. In no event shall Seller have the right to procure any element of the Product from sources other than the Facility for sale or delivery to Buyer under this Agreement.
- 3.2 <u>Sale of Green Attributes</u>. During the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller, all of the Green Attributes, attributable to the Energy produced by the Facility.

3.3 Compensation.

- (a) Buyer shall pay Seller the Contract Price for each MWh of Product, as measured by the amount of Delivered Energy plus Deemed Delivered Energy, if any, up to one hundred fifteen percent (115%) of the Expected Energy for such Contract Year.
- (b) If, at any point in any Contract Year, the amount of Delivered Energy plus the amount of Deemed Delivered Energy exceeds one hundred fifteen percent (115%) of the Expected Energy for such Contract Year, for each additional MWh of Product delivered to Buyer in such Contract Year, the price to be paid shall be the lesser of (i) seventy-five percent (75%) of the Contract Price or (ii) the Day-Ahead price for the each Settlement Interval.
- (c) If during any Settlement Interval, Seller delivers Product amounts in excess of the Installed Capacity, then the price applicable to all such excess MWh in such Settlement Interval shall be zero dollars (\$0), and if there is a Negative LMP during such Settlement Interval, Seller shall pay to Buyer an amount equal to the Negative LMP times such excess MWh ("Negative LMP Costs").
- (d) Seller shall receive no compensation from Buyer for (i) Delivered Energy or Deemed Delivered Energy during any Curtailment Period and (ii) Deemed Delivered Energy

in amounts below the Curtailment Cap. Buyer shall pay for Deemed Delivered Energy above the Curtailment Cap at the applicable Contract Price.

- (e) If (i) Buyer fails or is unable to take Product made available at the Delivery Point during any period and such failure to take is not excused by a Seller Default or a Force Majeure Event, or (ii) Seller is not able to make available Product due to a Buyer Default, Buyer shall pay Seller, as Seller's sole remedy, an amount equal to the product of (1) the Deemed Delivered Energy for such period and (2) the Contract Price applicable during such period.
- Imbalance Energy. Seller shall use commercially reasonable efforts to deliver Energy in accordance with the Scheduled Energy. Buyer and Seller recognize that from time to time the amount of Delivered Energy will deviate from the amount of Scheduled Energy. When Delivered Energy minus Scheduled Energy is a positive amount, it shall be considered "Positive Imbalance Energy;" when Delivered Energy minus Scheduled Energy is a negative amount, the absolute (i.e., positive) value of that amount shall be considered the "Negative Imbalance Energy." Buyer and Seller shall cooperate to minimize charges and imbalances associated with Imbalance Energy to the extent possible. Seller shall promptly notify Buyer as soon as possible of any material imbalance that is occurring or has occurred.
- (a) <u>Positive Imbalance Energy (Over Deliveries)</u>. In the event that Delivered Energy for any CAISO Settlement Interval is equal to or greater than Scheduled Energy for such CAISO Settlement Interval, Buyer shall have no payment obligation in respect of the Positive Imbalance Energy. Buyer shall receive all Green Attributes for the Positive Imbalance Energy in such CAISO Settlement Interval regardless as to whether it was sold into the CAISO. Seller shall be entitled to all payments or credits from the CAISO in respect of the Positive Imbalance Energy.
- (b) <u>Negative Imbalance Energy (Under Deliveries)</u>. In the event that Delivered Energy for any CAISO settlement interval is less than Scheduled Energy for such CAISO Settlement Interval, Buyer shall have no payment obligation in respect of the Negative Imbalance Energy. Seller shall be responsible for all payments owing to the CAISO in respect of the Negative Imbalance Energy.
- 3.5 <u>Ownership of Renewable Energy Incentives</u>. Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer shall reasonably cooperate with Seller, at Seller's sole expense, in Seller's efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives.

3.6 Future Environmental Attributes.

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes; however,

Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. In such event, Buyer shall bear all costs associated with the transfer, qualification, verification, registration and ongoing compliance for such Future Environmental Attributes, but there shall be no increase in the Contract Price. Upon Seller's receipt of Notice from Buyer of Buyer's intent to claim such Future Environmental Attributes, the Parties shall determine the necessary actions and additional costs associated such Future Environmental Attributes. Seller shall have no obligation to alter the Facility unless the Parties have agreed on all necessary terms and conditions relating to such alteration and Buyer has agreed to reimburse Seller for all costs associated with such alteration.

- (b) If Buyer elects to receive Future Environmental Attributes pursuant to Section 3.6(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any additional costs, as set forth above; *provided*, that the Parties acknowledge and agree that such terms are not intended to alter the other material terms of this Agreement.
- 3.7 <u>Test Energy</u>. If and to the extent the Facility generates Test Energy, Seller shall make available to Buyer and Buyer shall take all Test Energy made available. As compensation for such Test Energy, Buyer shall pass through to Seller any CAISO revenues for such Test Energy, net of any CAISO fees and Scheduling Coordinator service costs.
- 3.8 <u>Capacity Attributes</u>. By no later than [*date*], Seller shall have performed, or caused to be performed, all necessary CAISO interconnection studies. Seller shall request Full Capacity Deliverability Status in the CAISO generator interconnection process. Seller shall be responsible for the cost and installation of any Network Upgrades associated with obtaining such Full Capacity Deliverability Status.
- (a) Throughout the Delivery Term, Seller grants, pledges, assigns and otherwise commits to Buyer all of the Capacity Attributes from the Facility.
- (b) Throughout the Delivery Term, Seller shall maintain Full Capacity Deliverability Status for the Facility from the CAISO and shall perform all actions necessary to ensure that the Facility qualifies to provide Resource Adequacy Benefits to Seller. Seller hereby covenants and agrees to transfer all Resource Adequacy benefits to Buyer.
- 3.9 <u>CEC Certification and Verification</u>. Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification for the Facility throughout the Delivery Term, including compliance with all applicable requirements for certified facilities set forth in the *RPS Eligibility Guidebook, Seventh Edition* (or its successor). Seller must promptly notify Buyer and the CEC of any changes to the information included in Seller's application for CEC Certification and Verification for the Facility.
- 3.10 **Eligibility**. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Facility qualifies and is certified by

the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Facility's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

3.11 <u>California Renewables Portfolio Standard</u>. Seller shall also take all other actions necessary to ensure that the Energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

ARTICLE 4 OBLIGATIONS AND DELIVERIES

4.1 **Delivery**.

- shall make available and Buyer shall accept all Delivered Energy on an as-generated, instantaneous basis. Notwithstanding anything to the contrary in this Agreement (including with respect to any Force Majeure Event), Buyer shall be responsible for all charges, penalties, Negative LMPs, ratcheted demand or similar charges, and any transmission related charges, including imbalance penalties or congestion charges associated with Delivered Energy after its receipt at and from the Delivery Point. Seller shall be responsible for all charges, penalties, Negative LMPs, ratcheted demand or similar charges, and any transmission related charges, including imbalance penalties or congestion charges associated with Delivered Energy up to the Delivery Point. Seller shall also be responsible for any other charges, costs or penalties assessed by CAISO that are associated with the Facility or Seller's violation of applicable regulatory requirements. Each Party shall perform all generation, scheduling, and transmission services in compliance with (i) the CAISO Tariff, (ii) WECC scheduling practices, and (iii) Prudent Operating Practice.
- (b) <u>Green Attributes</u>. Seller hereby provides and conveys all Green Attributes associated with the Delivered Energy as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Facility, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Facility.

4.2 <u>Title and Risk of Loss</u>.

- (a) <u>Energy</u>. Title to and risk of loss related to the Delivered Energy shall pass and transfer from Seller to Buyer at the Delivery Point.
- (b) <u>Green Attributes</u>. Title to and risk of loss related to the Green Attributes shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

4.3 Scheduling Coordinator Responsibilities.

- Buyer as Scheduling Coordinator for the Facility. (a) Upon initial synchronization of the Facility to the CAISO Grid, Buyer shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility for both the delivery and the receipt of the Product at the Delivery Point. At least thirty (30) days prior to the initial synchronization of the Facility to the CAISO Grid, Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to authorize or designate Buyer as Seller's Scheduling Coordinator for the Facility effective as of initial synchronization of the Facility to the CAISO Grid. On and after initial synchronization of the Facility to the CAISO Grid, Seller shall not authorize or designate any other party to act as Seller's Scheduling Coordinator, nor shall Seller perform for its own benefit the duties of Scheduling Coordinator, and Seller shall not revoke Buyer's authorization to act as Seller's Scheduling Coordinator unless agreed to by Buyer. Buyer (as Seller's SC) shall submit Schedules to the CAISO based on the final Schedule developed in accordance with this Agreement, the operating procedures developed by the Parties pursuant to this Agreement, and the applicable CAISO Tariff, protocols and Scheduling practices for Product on a day-ahead, hour-ahead, fifteen-minute market or real time basis, as determined by Buyer. Buyer (as Seller's SC) shall submit Schedules and any updates to such Schedules to the CAISO based on the most current forecast of Delivered Energy consistent with PIRP whenever PIRP is applicable, and consistent with Buyers' best estimate based on the information reasonably available to Buyer including Buyer's forecast whenever PIRP is not applicable.
- (b) <u>Notices</u>. Buyer (as Seller's SC) shall provide Seller with access to a web based system through which Seller shall submit to Buyer and the CAISO all notices and updates required under the CAISO Tariff regarding the Facility's status, including, but not limited to, all outage requests, forced outages, forced outage reports, clearance requests, or must offer waiver forms. Seller will cooperate with Buyer to provide such notices and updates. If the web based system is not available, Seller shall promptly submit such information to Buyer and the CAISO (in order of preference) telephonically, by electronic mail, or facsimile transmission to the personnel designated to receive such information.
- costs (including scheduling and forecasting fees, penalties and other charges) and shall be entitled to all CAISO revenues (including credits and other payments) in each case, associated with (i) scheduling and Imbalance Energy, including all CAISO charges or penalties incurred as a consequence of the Facility not being available, (ii) the Seller not notifying the CAISO and Buyer of outages in a timely manner (in accordance with the CAISO Tariff and as set forth herein), (iii) any other failure by Seller to abide by the CAISO Tariff, and (iv) any other deviations between Delivered Energy and Scheduled Energy that are attributable to Seller, the Facility, or any event, circumstance, act, or incident occurring prior to or at the Delivery Point, including without limitation uninstructed deviation penalties. The Parties agree that any Availability Incentive Payments are for the benefit of the Seller and for Seller's account and that any Non-Availability Charges or other CAISO charges associated with the Facility not providing sufficient Resource Adequacy capacity are the responsibility of the Seller and for Seller's

account. In addition, if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, and any such sanctions or penalties are imposed upon the Facility or to Buyer as Scheduling Coordinator solely due to the actions or inactions of Seller, the cost of the sanctions or penalties shall be the Seller's responsibility; if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, and any such sanctions or penalties are imposed upon the Facility or to Buyer as Scheduling Coordinator solely due to the actions or inactions of Buyer, the cost of the sanctions or penalties shall be the Buyer's responsibility; or if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, and any such sanctions or penalties are imposed upon the Facility or to Buyer as Scheduling Coordinator due to the actions or inactions of both Buyer and Seller, the cost of the sanctions or penalties shall be shared equally by Buyer and Seller.

- settlement functions with the CAISO related to the Facility. Buyer shall render a separate invoice to Seller for any CAISO charges or penalties ("CAISO Charges Invoice") for which Seller is responsible under this Agreement. CAISO Charges Invoices shall be rendered after settlement information becomes available from the CAISO that identifies any CAISO charges. Notwithstanding the foregoing, Seller acknowledges that the CAISO will issue additional invoices reflecting CAISO adjustments to such CAISO charges. Seller shall pay the amount of CAISO Charges Invoices within ten Business Days of Seller's receipt of the CAISO Charges Invoice. If Seller fails to pay such CAISO Charges Invoice within that period, Buyer may net or offset any amounts owing to it for these CAISO Charges Invoices against any future amounts it may owe to Seller under this Agreement. The obligations under this section with respect to payment of CAISO Charges Invoices shall survive the expiration or termination of this Agreement.
- (e) <u>Dispute Costs</u>. Buyer (as Seller's SC) may be required to dispute CAISO settlements in respect of the Facility. Seller agrees to pay Buyer's costs and expenses (including reasonable attorneys' fees) associated with its involvement with such CAISO disputes.
- (f) <u>Terminating Buyer's Designation as Scheduling Coordinator</u>. At least thirty (30) days prior to expiration of this Agreement or as soon as reasonably practicable upon an earlier termination of this Agreement, the Parties will take all actions necessary to terminate the designation of Buyer as Scheduling Coordinator for the Facility as of 11:59 p.m. on such expiration date.
- (g) <u>Master Data File and Resource Data Template</u>. Seller shall provide the data to the CAISO (and to Buyer) that is required for the CAISO's Master Data File and Resource Data Template (or successor data systems) for this Facility consistent with this Agreement. Neither Party shall change such data without the other Party's prior written consent.
- 4.4 **Forecasting**. Seller shall provide the Available Capacity forecasts described below. Seller's Available Capacity forecasts shall include availability and updated status of key equipment for the Facility. Seller shall use commercially reasonable efforts to forecast the

Available Capacity of the Facility accurately and to transmit such information in a format reasonably acceptable to Buyer (or Buyer's designee).

- (a) Annual Forecast of Available Capacity. No less than forty-five (45) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) the beginning of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide a non-binding forecast of each month's average-day expected Delivered Energy, by hour, for the following calendar year in a form reasonably acceptable to Buyer.
- (b) <u>Monthly Forecast of Available Capacity</u>. No less than thirty (30) days before the beginning of Commercial Operation, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer and Buyer's designee (if applicable) a non-binding forecast of the hourly Available Capacity for each day of the following month in a form reasonably acceptable to Buyer.
- Daily Forecast of Available Capacity. By 5:30 AM Pacific Prevailing (c) Time on the Business Day immediately preceding the date of delivery, Seller shall provide Buyer with a non-binding forecast of the Facility's Available Capacity (or if PIRP is not available for any reason, the expected Delivered Energy) for each hour of the immediately succeeding day ("Day-Ahead Forecast"). A Day-Ahead Forecast provided in a day prior to any non-Business Day(s) shall include Schedules for the immediate day, each succeeding non-Business Day and the next Business Day. Each Day-Ahead Forecast shall clearly identify, for each hour, Seller's best estimate of the Facility's Available Capacity (or if PIRP is not available for any reason, the expected Delivered Energy). Seller may not change such Schedule past the deadlines provided in this section except in the event of a Forced Outage or Schedule change imposed by Buyer or the CAISO, in which case Seller shall promptly provide Buyer with a copy of any and all updates to such Schedule indicating changes from the then-current Schedule. These notices and changes to the Schedules shall be sent to Buyer's on-duty Scheduling Coordinator. If Seller fails to provide Buyer with a Day-Ahead Forecast as required herein, then for such unscheduled delivery period only Buyer shall rely on the delivery Schedule provided in the Monthly Delivery Forecast or Buyer's best estimate based on information reasonably available to Buyer and Seller shall be liable for Scheduling and delivery based on such Monthly Delivery Forecast or Buyer's best estimate.
- (d) <u>Hourly and Sub-Hourly Forecasts of Available Capacity.</u> Notwithstanding anything to the contrary herein, in the event Seller makes a change to its Schedule on the actual date of delivery for any reason including Forced Outages (other than a scheduling change imposed by Buyer or CAISO) which results in a change to its deliveries (whether in part or in whole), Seller shall notify Buyer immediately by calling Buyer's on-duty Scheduling Coordinator. Seller shall notify Buyer and the CAISO of Forced Outages and Seller shall keep Buyer informed of any developments that will affect either the duration of the outage or the availability of the Facility during or after the end of the outage.

4.5 **Dispatch Down/Curtailment**

(a) <u>General</u>. Seller agrees to reduce the Facility's generation by the amount and for the period set forth in any Curtailment Order, Buyer Curtailment Order, or Buyer Bid

Curtailment.

- (b) <u>Buyer Curtailment.</u> Buyer shall have the right to order Seller to curtail deliveries of Energy from the Facility to the Delivery Point for reasons unrelated to Force Majeure Events or Curtailment Orders pursuant to a dispatch notice delivered to Seller, provided that Buyer shall pay Seller for all Deemed Delivered Energy associated with a Buyer Curtailment Period in excess of the Curtailment Cap at the applicable Contract Price.
- Order, Buyer Bid Curtailment or Curtailment Order, then, for each MWh of Delivered Energy that the Facility generated in contradiction to the Buyer Curtailment Order, Buyer Bid Curtailment Order, Seller shall pay Buyer for each such MWh at an amount equal to the sum of (A) + (B) + (C), where: (A) is the amount, if any, paid to Seller by Buyer for delivery of such MWh and, (B) is the Negative LMP Cost, if any, for the Buyer Curtailment Period or Curtailment Period and, (C) is any penalties or other charges resulting from Seller's failure to comply with the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order.
- 4.6 **Reduction in Delivery Obligation.** For the avoidance of doubt, and in no way limiting Section 3.1 or Exhibit F:
- (a) <u>Facility Maintenance</u>. Seller shall be permitted to reduce deliveries of Product during any period of scheduled maintenance on the Facility previously agreed to between Buyer and Seller.
- (b) <u>Forced Facility Outage</u>. Seller shall be permitted to reduce deliveries of Product during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage.
- (c) <u>System Emergencies and other Interconnection Events</u>. Seller shall be permitted to reduce deliveries of Product during any period of System Emergency or upon notice of a Curtailment Order pursuant to the terms of the Interconnection Agreement or applicable tariff.
- (d) <u>Health and Safety</u>. Seller shall be permitted to reduce deliveries of Product as necessary to maintain health and safety pursuant to Section 6.2.
- 4.7 Expected Energy and Guaranteed Energy Production. The quantity of Product that Seller expects to be able to deliver to Buyer during each Contract Year is set forth in Exhibit F, Schedule F-1 ("Expected Energy"). Throughout the Delivery Term, Seller shall be required to deliver to Buyer no less than the Guaranteed Energy Production (as defined below) in any twenty-four (24) consecutive calendar month period during the Delivery Term ("Performance Measurement Period"). "Guaranteed Energy Production" means an amount of Product, as measured in MWh, equal to one-hundred sixty percent (160%) of the annual Expected Energy. Seller shall be excused from achieving the Guaranteed Energy Production during any Performance Measurement Period only to the extent of any Force Majeure events, Buyer's failure to perform, Curtailment Periods and Buyer Curtailment Periods. For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be

deemed to have delivered to Buyer the Product in the amount it could reasonably have delivered to Buyer but was prevented from delivering to Buyer by reason of any Force Majeure events, Buyer's failure to perform, Curtailment Periods, and Buyer Curtailment Periods. If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit F.

ARTICLE 5 TAXES

- Allocation of Taxes and Charges. Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available Energy to Buyer, that are imposed on Energy prior to the Delivery Point. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Energy that are imposed on Energy at and from the Delivery Point (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees). If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Energy hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation within thirty (30) days after the Effective Date to evidence such exemption or exclusion. If Buyer does not provide such documentation, then Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes from which Buyer claims it is exempt.
- 5.2 <u>Cooperation</u>. Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided*, *however*, that neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefore from the other Party. All Energy delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Energy.

ARTICLE 6 MAINTENANCE OF THE FACILITY

- 6.1 <u>Maintenance of the Facility</u>. Seller shall comply with applicable Law and Prudent Operating Practice relating to the operation and maintenance of the Facility and the generation and sale of Product.
- 6.2 <u>Maintenance of Health and Safety</u>. Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Buyer's emergency contact identified on Exhibit F Notice of such condition. Such action may include disconnecting and removing all or a portion of the Facility, or suspending the supply of Energy to Buyer.

ARTICLE 7 METERING

- Metering. Seller shall measure the amount of Energy produced at the Facility using a commercially available, CAISO revenue-grade metering system. Such meter shall be installed and maintained at Seller's cost. The meter shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event that Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer, and consents to Buyer obtaining from the CAISO the CAISO meter data applicable to the Facility and all inspection, testing and calibration data and reports. Seller and Buyer, or Seller's Scheduling Coordinator, shall cooperate to allow both Parties to retrieve the meter reads from the CAISO Operational Meter Analysis and Reporting (OMAR) web and/or directly from the CAISO meter(s) at the Facility.
- 7.2 <u>Meter Verification</u>. Annually, if Seller has reason to believe there may be a meter malfunction, or upon Buyer's reasonable request, Seller shall test the meter. The tests shall be conducted by independent third-parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is inaccurate by more than one percent (1%) and it is not known when the meter inaccuracy commenced (if such evidence exists such date will be used to adjust prior invoices), then the invoices covering the period of time since the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period.

ARTICLE 8 INVOICING AND PAYMENT; CREDIT

- Roduct no sooner than fifteen (15) Business Days after the end of the prior monthly billing period. [NTD—Suggested change deleted because Seller needs to invoice Buyer, and then Buyer will provide T+12 CAISO invoice to Seller.]Each invoice shall provide Buyer (a) records of metered data, including CAISO metering and transaction data sufficient to document and verify the generation of Product by the Facility for any Settlement Interval during the preceding month, including, without reservation, the amount of Product in MWh delivered during the prior billing period as set forth in CAISO T+12 settlement statements, the amount of Product in MWh produced by the facility as read by the CAISO revenue grade meter, the Contract Price applicable to such Product, deviations between the quantity of Product produced and the quantity of Product delivered, and the CAISO prices at the Delivery Point for each Settlement Interval; (b) access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy of any amount; and (c) be in a format agreed upon by Buyer and Seller, covering the services provided in the preceding month determined in accordance with the applicable provisions of this Agreement.
- 8.2 **Payment**. Buyer shall make payment to Seller for Product by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts within forty-five (45) days after the end of the prior monthly billing

period or, if Buyer no longer serves as Seller's Scheduling Coordinator, thirty (30) days after receipt of the invoice. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to the prime rate published on the date of the invoice in The Wall Street Journal (or, if The Wall Street Journal is not published on that day, the next succeeding date of publication), plus two percent (2%) (the "Interest Rate"). If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

- 8.3 <u>Books and Records</u>. To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by applicable Law. Upon fifteen (15) days written Notice to Seller, Buyer shall be granted reasonable access to the accounting books and records pertaining to all invoices generated pursuant to this Agreement.
- 8.4 Payment Adjustments; Billing Errors. Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 8.5, or there is determined to have been a meter inaccuracy sufficient to require a payment adjustment. If the required adjustment is in favor of Buyer, Buyer's monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer's next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 8.2, accruing from the date on which the non-erring Party received Notice thereof.
- 8.5 Billing Disputes. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the

twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

- 8.6 <u>Netting of Payments</u>. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement, including any related damages calculated pursuant to Exhibits B and F, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.
- Seller's Development Security. To secure its obligations under this Agreement, Seller shall deliver Development Security to Buyer in the amount of \$90.00/kW within thirty (30) days of the Effective Date. Seller shall maintain the Development Security in full force and effect and if Buyer collects or is entitled to collect Daily Delay Damages from Seller for Seller's failure to achieve the Guaranteed Construction Start Date, Seller shall replenish the Development Security by an amount equal to the encumbered Development Security. Following the earlier of (i) Seller's delivery of the Performance Security, or (ii) sixty (60) days after termination of this Agreement, Buyer shall promptly return the Development Security to Seller, less the amounts drawn in accordance with Exhibit B. If the Development Security is a letter of credit and the issuer of such letter of credit (i) fails to maintain its Credit Rating, (ii) indicates its intent not to renew such letter of credit and such letter of credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to draw on such letter of credit by such issuer, Seller shall have three (3) Business Days to either post cash or deliver a substitute letter of credit that meets the requirements set forth in the definition of Development Security.
- Seller's Performance Security. To secure its obligations under this Agreement, 8.8 Seller shall deliver Performance Security to Buyer in the amount of [Buyer to determine amount following credit review]. If the Performance Security is not in the form of cash, it shall be in a form and substance reasonably satisfactory to Buyer. Seller shall maintain the Performance Security in full force and effect until the following have occurred: (A) the Delivery Term has expired or terminated early; and (B) all payment obligations of the Seller arising under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Buyer shall promptly return to Seller the unused portion of the Performance Security. If the Performance Security is a letter of credit and the issuer of such letter of credit (i) fails to maintain its Credit Rating, (ii) indicates its intent not to renew such letter of credit and such letter of credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to draw on such letter of credit by such issuer, Seller shall have three (3) Business Days to either post cash or deliver a substitute letter of credit that meets the requirements set forth in the definition of Development Security.

ARTICLE 9 NOTICES

9.1 <u>Addresses for the Delivery of Notices</u>. Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the

address set forth on the Cover Sheet or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

Acceptable Means of Delivering Notice. Each Notice required, permitted, or contemplated hereunder shall be sent prepaid (if applicable) and shall be deemed to have been validly served, given or delivered (a) upon actual receipt as evidenced by the date of the recipient's signature on a receipt issued by the United States postal service, an overnight delivery carrier or other private courier, (b) if sent by electronic communication (including electronic mail, facsimile, or other electronic means) and if concurrently with the transmittal of such electronic communication the sending Party provides a copy of such electronic Notice by hand delivery or express courier, at the time indicated by the time stamp upon the electronic delivery; or (c) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 10 FORCE MAJEURE

10.1 **Definition**.

- (a) "Force Majeure Event" means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.
- (b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.
- (c) Notwithstanding the foregoing, the term "Force Majeure Event" does not include (i) economic conditions that render a Party's performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including Buyer's ability to buy Energy at a lower price, or Seller's ability to sell Energy at a higher price, than the Contract Price); (ii) Seller's inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above; (iii) a Curtailment Period; (iv) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility; (v) a

strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller's Affiliates, Seller's contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; or (vi) any equipment failure except if such equipment failure is caused by a Force Majeure Event.

- be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.
- Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided*, *however*, that a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party.
- 10.4 <u>Termination Following Force Majeure Event.</u> If a Force Majeure Event has occurred that has caused either Party to be wholly or partially unable to perform its obligations hereunder, and has continued for a consecutive eight (8) month period, then the non-claiming Party may terminate this Agreement upon written Notice to the other Party with respect to the Facility experiencing the Force Majeure Event. Upon any such termination, the non-claiming Party shall have no liability to the Force Majeure Event claiming Party, save and except for those obligations specified in Section 2.1(c).

ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION

11.1 **Events of Default**. An "Event of Default" shall mean,

- (a) with respect to a Party (the "<u>Defaulting Party</u>") that is subject to the Event of Default the occurrence of any of the following:
- (i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within five (5) Business Days after Notice thereof;

- (ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof;
- (iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to Schedule, deliver, or receive the Product, the exclusive remedy for which is provided in Section 4.3) and such failure is not remedied within thirty (30) days after Notice thereof;
 - (iv) such Party becomes Bankrupt;
- (v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.2; or
- (vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.
- (b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:
- (i) if at any time, Seller delivers or attempts to deliver to the Delivery Point for sale under this Agreement Energy that was not generated by the Facility;
- (ii) the failure by Seller to achieve Commercial Operation within sixty (60) days after the Guaranteed Commercial Operation Date;
- (iii) if, in any consecutive six (6) month period, the Adjusted Energy Production amount is not at least ten percent (10%) of the Expected Energy amount for the current Contract Year, and Seller fails to demonstrate to Buyer's reasonable satisfaction, within ten (10) Business Days after Notice from Buyer, a legitimate reason for the failure to meet the ten percent (10%) minimum;
- (iv) failure by Seller to satisfy the collateral requirements pursuant to Sections 8.7 or 8.8 of this Agreement;
- (v) with respect to any Guaranty provided for the benefit of Buyer, the failure by Seller to provide for the benefit of Buyer either (1) cash, (2) a replacement Guaranty from a different Guarantor meeting the criteria set forth in the definition of Guarantor, or (3) a replacement Letter of Credit from an issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within five (5) Business Days after Seller receives Notice of the occurrence of any of the following events:

- (A) if any representation or warranty made by the Guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof;
- (B) the failure of the Guarantor to make any payment required or to perform any other material covenant or obligation in any Guaranty;
 - (C) the Guarantor becomes Bankrupt;
- (D) the Guarantor shall fail to meet the criteria for an acceptable Guarantor as set forth in the definition of Guarantor;
- (E) the failure of the Guaranty to be in full force and effect (other than in accordance with its terms) prior to the indefeasible satisfaction of all obligations of Seller hereunder; or
- (F) the Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any Guaranty; or
- (vi) with respect to any outstanding Letter of Credit provided for the benefit of Buyer that is not then required under this Agreement to be canceled or returned, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) a substitute Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within five (5) Business Days after Seller receives Notice of the occurrence of any of the following events:
 - (A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least "A-" by S&P or "A3" by Moody's;
 - (B) the issuer of such Letter of Credit becomes Bankrupt;
 - (C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;
 - (D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;
 - (E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;
 - (F) such Letter of Credit fails or ceases to be in full force and effect at any time; or

- (G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit.
- 11.2 Remedies; Declaration of Early Termination Date. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("Non-Defaulting Party") shall have the right (a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("Early Termination Date") that terminates this Agreement (the "Terminated Transaction") and ends the Delivery Term effective as of the Early Termination Date, to accelerate all amounts owing between the Parties, and to collect liquidated damages calculated in accordance with Section 11.3 Termination Payment below; (b) to withhold any payments due to the Defaulting Party under this Agreement; (c) to suspend performance; and (d) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement.
- <u>Termination Payment</u>. The Termination Payment ("<u>Termination Payment</u>") for a Terminated Transaction shall be the aggregate of all Settlement Amounts plus any or all other amounts due to the Non-Defaulting Party netted into a single amount. Except in the case of a termination of this Agreement by the Non-Defaulting Party solely as a result of an Event of Default by the Defaulting Party under Section 11.1(a)(iv) [Bankruptcy], if the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Termination Payment shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages; provided, however, that any lost Capacity Attributes and Green Attributes shall be deemed direct damages covered by this Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (b) the Termination Payment described in this section is a reasonable and appropriate approximation of such damages, and (c) the Termination Payment described in this section is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.
- 11.4 <u>Notice of Payment of Termination Payment</u>. As soon as practicable after a Terminated Transaction, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to

the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

- 11.5 <u>Disputes With Respect to Termination Payment</u>. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with Article 16.
- 11.6 **Rights And Remedies Are Cumulative**. Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.
- 11.7 <u>Mitigation</u>. Any Non-Defaulting Party shall be obligated to mitigate its Costs, losses and damages resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 12 LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

- 12.1 <u>No Consequential Damages</u>. EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.
- 12.2 <u>Waiver and Exclusion of Other Damages</u>. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX BENEFITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE RECAPTURE OF ANY RENEWABLE ENERGY INCENTIVES, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTION 11.3, AND AS PROVIDED IN EXHIBIT B AND EXHIBIT F, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEXT SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES; AUTHORITY

- 13.1 <u>Seller's Representations and Warranties</u>. As of the Effective Date, Seller represents and warrants as follows:
- (a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.
- (b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller's performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

- (c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any applicable Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.
- (d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.
 - (e) The Facility is located in the State of California.
- 13.2 <u>Buyer's Representations and Warranties</u>. As of the Effective Date, Buyer represents and warrants as follows:
- (a) Buyer is a joint powers authority and a validly existing community choice aggregator, duly organized, validly existing and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members. All persons making up the governing body of Buyer are the elected or appointed incumbents in their positions and hold their positions in good standing in accordance with the Joint Powers Agreement and other applicable laws.
- (b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer's performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.
- (c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any applicable Law presently in effect having applicability to Buyer, including but not limited to community choice aggregation, the Joint Powers Act, competitive bidding, public notice, open meetings, election, referendum, or prior appropriation requirements, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

- (d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.
- (e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court, (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment.
- 13.3 <u>General Covenants</u>. Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:
- (a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;
- (b) It shall maintain (or obtain from time to time as required) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and
- (c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and any contracts to which it is a party and in material compliance with any applicable Law.

ARTICLE 14 ASSIGNMENT

- 14.1 <u>General Prohibition on Assignments</u>. Except as provided below, neither Seller nor Buyer may voluntarily assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other Party. Neither Seller nor Buyer shall unreasonably withhold, condition or delay any requested consent to an assignment. Any such assignment or delegation made without such written consent or in violation of the conditions to assignment set out below shall be null and void.
- Permitted Assignment; Change of Control of Seller. Seller may, without the prior written consent of Buyer, transfer or assign this Agreement to: (a) an Affiliate of Seller; or (b) any Person succeeding to all or substantially all of the assets of Seller located at the Redwood Landfill in ______ California (whether voluntary or by operation of law); provided however, that in each of the foregoing situations, the assignee shall be a Qualified Assignee; provided, further, that in each such case, Seller shall give Notice to Buyer no fewer than fifteen (15) Business Days before such assignment that (i) notifies Buyer of such assignment and (ii) provides to Buyer a written agreement signed by the Person to which Seller wishes to assign its interests which (y) provides that such Person will assume all of Seller's obligations and liabilities under this Agreement upon such transfer or assignment and (z) certifies that such Person shall meet the definition of a Qualified Assignee. In the event that Buyer, in good faith, does not

agree that Seller's assignee meets the definition of a Qualified Assignee, then either Seller must agree to remain financially responsible under this Agreement, or Seller's assignee must provide payment security in an amount and form reasonably acceptable to Buyer. Any assignment by Seller, its successors or assigns under this Section 14.2 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received by Buyer.

14.3 Change of Control of Buyer. Buyer may assign its interests in this Agreement to an Affiliate of Buyer or to any entity that has acquired all or substantially all of Buyer's assets or business, whether by merger, acquisition or otherwise without Seller's prior written consent, provided that no fewer than fifteen (15) Business Days before such assignment Buyer (a) notifies Seller of such assignment and (b) provides to Seller a written agreement signed by the Person to which Buyer wishes to assign its interests stating that (i) such Person agrees to assume all of Buyer's obligations and liabilities under this Agreement and (ii) such Person has the financial capability to perform all of Buyer's obligations under this Agreement. In the event that Seller, in good faith, does not agree that Buyer's assignee has the financial capability to perform all of Buyer's obligations under this Agreement, then either Buyer must agree to remain financially responsible under this Agreement, or Buyer's assignee must provide payment security in an amount and form reasonably acceptable to Seller. Any assignment by Buyer, its successors or assigns under this Section 14.3 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received by Seller.

ARTICLE 15 INTENTIONALLY OMITTED

ARTICLE 16 DISPUTE RESOLUTION

- 16.1 <u>Governing Law</u>. This agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.
- Dispute Resolution. In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement.
- 16.3 <u>Attorneys' Fees</u>. In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to court costs and any and all other costs recoverable in said action.

ARTICLE 17 INDEMNIFICATION

17.1 **Indemnification**.

- (a) Each Party (the "<u>Indemnifying Party</u>") agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the "<u>Indemnified Party</u>") from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from, or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents.
- (b) Nothing in this Section 17.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.
- Promptly after receipt by a Party of any claim or notice of the Claims. commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 17 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by such Party and satisfactory to the Indemnified Party, provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, provided that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 17, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 17, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE 18 INSURANCE

18.1 **Insurance**.

(a) <u>General Liability.</u> Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed

operations and personal injury insurance, in a minimum amount of one million dollars (\$1,000,000) per occurrence, and an annual aggregate of not less than two million dollars (\$2,000,000), endorsed to provide contractual liability in said amount, specifically covering Seller's obligations under this Agreement and naming Buyer as an additional insured; and (ii) an umbrella insurance policy in a minimum limit of liability of five million dollars (\$5,000,000) Defense costs shall be provided as an additional benefit and not included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions.

- (b) <u>Employer's Liability Insurance</u>. Employers' Liability insurance shall not be less than one million dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the one million dollar (\$1,000,000) policy limit will apply to each employee.
- (c) <u>Workers Compensation Insurance</u>. Seller, if it has employees, shall also maintain at all times during the Contract Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of Law.
- (d) <u>Business Auto Insurance</u>. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.
- (e) <u>Construction All-Risk Insurance</u>. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming the Seller (and Lender if any) as the loss payee.
- (f) <u>Subcontractor Insurance</u>. Seller shall require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not less than one million dollars (\$1,000,000); (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (f)(i) and (f)(iii). All subcontractors shall provide a primary endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this Section 18.1(f).
- Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. These certificates shall specify that Buyer shall be given at least thirty (30) days prior written Notice by Seller in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer. Seller shall

also comply with all insurance requirements by any renewable energy or other incentive program administrator or any other applicable authority.

(h) Failure to Comply with Insurance Requirements. If Seller fails to comply with any of the provisions of this Article 18, Seller, among other things and without restricting Buyer's remedies under the law or otherwise, shall, at its own cost and expense, act as an insurer and provide insurance in accordance with the terms and conditions above. With respect to the required general liability, umbrella liability and commercial automobile liability insurance, Seller shall provide a current, full and complete defense to Buyer, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third-party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the terms and conditions set forth above. In addition, alleged violations of the provisions of this Article 18 means that Seller has the initial burden of proof regarding any legal justification for refusing or withholding coverage and Seller shall face the same liability and damages as an insurer for wrongfully refusing or withholding coverage in accordance with the laws of California.

ARTICLE 19 CONFIDENTIAL INFORMATION

- 19.1 <u>Definition of Confidential Information</u>. The following constitutes "<u>Confidential Information</u>," whether oral or written which is delivered by Seller to Buyer or by Buyer to Seller including: (a) proposals and negotiations until this Agreement is approved and executed by the Buyer, and (b) information that either Seller or Buyer stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.
- 19.2 <u>Duty to Maintain Confidentiality</u>. Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient if and to the extent such disclosure is required (a) to be made by any requirements of Law, (b) pursuant to an order of a court or (c) in order to enforce this Agreement. The originator or generator of Confidential Information may use such information for its own uses and purposes, including the public disclosure of such information at its own discretion.
- 19.3 <u>Irreparable Injury; Remedies</u>. Buyer and Seller each agree that disclosing Confidential Information of the other in violation of the terms of this Article 19 may cause irreparable harm, and that the harmed Party may seek any and all remedies available to it at law or in equity, including injunctive relief and/or notwithstanding Section 12.2, consequential damages.

ARTICLE 20 MISCELLANEOUS

- 20.1 Entire Agreement; Integration; Exhibits. This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.
- 20.2 <u>Amendments</u>. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.
- 20.3 **No Waiver.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.
- 20.4 <u>No Agency, Partnership, Joint Venture or Lease</u>. Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy service provider and energy service recipient, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).
- 20.5 <u>Severability</u>. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.
- 20.6 <u>Mobile-Sierra</u>. Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a

Party, a non-Party or the FERC acting *sua sponte* shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956).

- 20.7 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.
- 20.8 Facsimile or Electronic Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile or other electronic format, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.
- 20.9 **<u>Binding Effect</u>**. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 20.10 <u>No Recourse to Members of Buyer</u>. Buyer 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 its Joint Powers Agreement and is a public entity separate from its constituent members. Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyer's constituent members in connection with this Agreement.

EXHIBIT A

DESCRIPTION OF THE FACILITY

Site Name:	
APN:	
County:	
MW AC:	
P-node/Delivery Point:	
Additional Information:	

EXHIBIT B

FACILITY CONSTRUCTION AND COMMERCIAL OPERATION

1. Construction of the Facility.

- a. Seller shall cause construction to begin on the Facility by [*Date*], (as may be extended by the Development Cure Period (defined below), the "<u>Guaranteed Construction Start Date</u>"). The beginning of construction shall be the execution of Seller's engineering, procurement and construction contract, Seller's issuance of a notice to proceed under such contract, mobilization to site by Seller and/or its designees, and includes the physical movement of soil at the Facility.
- b. If construction does not begin on the Facility by the Guaranteed Construction Start Date, Seller shall pay Daily Delay Damages to Buyer on account of such delay. Daily Delay Damages shall be payable for each day for which construction has not begun by the Guaranteed Construction Start Date. Daily Delay Damages shall be payable to Buyer by Seller until Seller commences construction of the Facility. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Daily Delay Damages, if any, accrued during the prior month. Daily Delay Damages shall be refundable to Seller pursuant to Section 3(b) of this Exhibit B.
- 2. Commercial Operation of the Facility. "Commercial Operation" means the condition existing when (i) all necessary permits have been obtained and all conditions to operate the Facility have been satisfied and complied with in order to produce, sell and transmit Energy, (ii) the Seller receives final permission to parallel from the PTO, (iii) ninety percent (90%) of the Guaranteed Capacity has been completed and is ready to produce and deliver Energy to Buyer, (iv) Full Capacity Deliverability Status has been assigned by the CAISO, and (v) Seller has fulfilled all of the conditions precedent in Section 2.2 of the Agreement; and (vi) Seller has confirmed to Buyer in writing that Commercial Operation has been achieved. The "Commercial Operation Date" shall be the later of (x) June 1, 2016 or (y) the date on which Commercial Operation is achieved.
 - a. Seller shall cause Commercial Operation for the Facility to occur by June 1, 2016 (as may be extended by the Development Cure Period (defined below), the "Guaranteed Commercial Operation Date"). Seller shall notify Buyer at least sixty (60) days before the Commercial Operation Date and shall confirm to Buyer in writing when Commercial Operation has been achieved.
 - b. If Seller achieves Commercial Operation by the Guaranteed Commercial Operation Date, all Daily Delay Damages paid by Seller shall be refunded to Seller. Seller shall include the request for refund of the Daily Delay Damages with the first invoice to Buyer after Commercial Operation.
 - c. If Seller does not achieve Commercial Operation by the Guaranteed Commercial Operation Date, Seller shall pay "<u>Commercial Operation Delay Damages</u>" to Buyer for each day the Facility has not been completed and is not ready to

produce and deliver Energy to Buyer as of the Guaranteed Commercial Operation Date. Commercial Operation Delay Damages shall be payable to Buyer by Seller until the Commercial Operation Date. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Commercial Operation Delay Damages, if any, accrued during the prior month.

- 3. <u>Termination for Failure to Achieve Commercial Operation</u>. If the Facility has not achieved Commercial Operation within sixty (60) days after the Guaranteed Commercial Operation Date, Buyer may elect to terminate this Agreement, which termination shall be effective upon written Notice to Seller.
- 4. **Extension of the Guaranteed Dates**. The Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall be extended, by a number of days equal to the period of such delay, if:
 - a. despite the exercise of diligent and commercially reasonable efforts by Seller, all material permits, consents, licenses, approvals, or authorizations from any Governmental Authority, required for Seller to own, construct, interconnect, operate or maintain the Facility and to permit the Seller and Facility to make available and sell Product are not received by June 1, 2015;
 - b. a Force Majeure Event occurs;
 - c. despite the exercise of diligent and commercially reasonable efforts by Seller, the Interconnection Facilities are not complete and ready for the Facility to connect and sell Energy at the Delivery Point by March 1, 2016; or
 - d. despite the exercise of diligent and commercially reasonable efforts by Buyer, Buyer has not made all necessary arrangements to receive the Energy at the Delivery Point by the Guaranteed Commercial Operations Date;

provided, however, that any cumulative extensions granted pursuant to this section shall not exceed one hundred twenty (120) days ("**Development Cure Period**").

- 5. Failure to Reach Guaranteed Capacity. If, at Commercial Operation, one hundred percent (100%) of the Guaranteed Capacity has not been completed and is not ready to produce and deliver Product to Buyer, Seller shall have ninety (90) days after the Commercial Operations Date to install additional capacity and/or network upgrades such that the Installed Capacity is equal to the Guaranteed Capacity. In the event that Seller fails to construct the Guaranteed Capacity by such date, Seller shall pay "Capacity Damages" to Buyer, in an amount equal to One Hundred Thousand Dollars (\$100,000) for each MW that the Guaranteed Capacity exceeds the Installed Capacity and the Guaranteed Capacity and other applicable portions of the Agreement shall be adjusted accordingly.
- 6. <u>Buyer's Right to Draw on Development Security</u>. If Seller fails to timely pay any Daily Delay Damages or Commercial Operation Delay, Buyer may draw upon the Development Security to satisfy Seller's payment obligation thereof.

EXHIBIT C

CONTRACT PRICE

The Contract Price of the Product shall be:

Contract Year	Contract Price
1 – 20	[XX]

EXHIBIT D

EMERGENCY CONTACT INFORMATION

BUYER:

Greg Brehm, Director of Power Resources Marin Clean Energy 781 Lincoln Avenue, Suite 320 San Rafael, CA 94901

Fax No.: (415) 459-8095 Phone No.: (415) 464-6037

Email: gbrehm@mceCleanEnergy.org

SELLER:

Randy Beck, Director of Operations WM Renewable Energy, L.L.C. 1001 Fannin, Suite 4000 Houston, TX 77002

Fax No: (713) 287-2423 Phone No: (713) 265-1672 Email: rbeck3@wm.com

EXHIBIT E INTENTIONALLY OMITTED

EXHIBIT F

GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION

In accordance with Section 4.7, if Seller fails to achieve the Guaranteed Energy Production, during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

$$(A - B) * (C - D)$$

where:

 \underline{A} = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh

 $\underline{\mathbf{B}}$ = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh

 \underline{C} = Replacement price for the Performance Measurement Period, in \$/MWh, which is the sum of (a) the simple average of the Integrated Forward Market hourly price for all the hours in the Performance Measurement Period, as published by the CAISO, for the Existing Zone Generation Trading Hub (as defined in the CAISO Tariff) for the Delivery Point, plus (b) \$50/MWh

 \underline{D} = the Contract Price for the Performance Measurement Period, in \$\text{MWh}

"Adjusted Energy Production" shall mean the sum of the following: Delivered Energy + Deemed Delivered Energy + Lost Output.

"Lost Output" means the sum of Energy in MWh that would have been generated and delivered, but was not, on account of Force Majeure Event, Buyer Default, or Curtailment Order. The additional MWh shall be calculated by assuming that the Facility would have produced an amount of electricity in such periods equal to the average production during the month of such non-production in the preceding two (2) Contract Years.

No payment shall be due if the calculation of (A - B) or (C - D) yields a negative number.

Within sixty (60) days after each two-year Performance Measurement Period, Buyer will send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer within thirty (30) days of such Notice.

SCHEDULE F-1

EXPECTED ENERGY

[Average Expected Energy, MWh Per Hour]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00
JAN	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
FEB	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
MAR	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
APR	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
MAY	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
JUN	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
JUL	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
AUG	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
SEP	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
OCT	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
NOV	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
DEC	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5

EXHIBIT G

INTENTIONALLY OMITTED

EXHIBIT H

QUARTERLY MILESTONE PROGRESS REPORTING FORM

Seller shall prepare a written report (this "Quarterly Milestone Progress Reporting Form") at the end of each calendar quarter on its progress on the Milestones and the development construction, testing and start-up of the Facility.

Within fifteen (15) days of the end of the applicable calendar quarter, Seller must (a) complete this Quarterly Milestone Progress Reporting Form and (b) submit such completed report to Buyer.

Each Milestone Progress Report must include the following items:

- 1. Executive Summary.
- 2. Facility description.
- 3. Site plan of the Facility.
- 4. Description of any planned changes to the Facility or the site.
- 5. Gantt chart schedule showing progress on achieving each of the Milestones.
- 6. Summary of activities during the previous calendar quarter.
- 7. Forecast of activities scheduled for the current calendar quarter.
- 8. Written description about the progress relative to Seller's Milestones.
- 9. List of issues that could potentially impact Seller's Milestones.
- 10. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.
- 11. Progress and schedule of all agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
- 12. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Facility, the interconnection into the Transmission System and all other interconnection utility services.



Power Purchase and Sale Agreement with Waste Management Renewable Energy, LLC Redwood Landfill for Renewable Energy Supply (Agenda Item #12)

Greg Brehm – Director of Power Resources | Marin Clean Energy

November 6, 2014





Introduction

2014 Open Season

- Primary interest: New, CA-based renewable resources for calendar year
 2018 and beyond.
- Planning for expansion: MCE staff consulted with the Ad Hoc Contracts
 Committee to expand specified Open Season volumes to cover MCE's
 pending expansions (Napa County, in particular).

Redwood Landfill

- Long term, new Marin County landfill gas to energy project.
- 3.8MW of a new project in the final stages of development.
- Strong counterparty, proven track record of Landfill gas development success and operations. More than 138 beneficial-use landfill-gas projects, producing enough energy to power nearly 500,000 homes.
- MCE will begin receiving deliveries from Waste Management's Redwood Landfill project on December, 2016.

RPS Product Definitions

		Proci	urement Specifica	tions
Renewables Portfolio Standard (RPS), Portfolio Content Category (PCC)	Key Features/ Attributes	Compliance Period 1 (Jan 1, 2011 – Dec 31, 2013)	Compliance Period 2 (Jan 1, 2014 – Dec 31, 2016)	Compliance Period 3 (Jan 1, 2017 – Dec 31, 2020)
PCC 1	Generating resource must be located in California*	≥ 50% of RPS obligation	≥ 65% of RPS obligation	≥ 75% of RPS obligation
PCC 2	Firmed/shaped product; generators are typically located out-of-state*	No specified limitation; approx. 25% of RPS obligation	No specified limitation; approx. 20% of RPS obligation	No specified limitation; approx. 15% of RPS obligation
PCC 3	Unbundled certificates; no energy delivery requirement	≤ 25% of RPS obligation	≤ 15% of RPS obligation	≤ 10% of RPS obligation

^{*}General guideline regarding PCC eligibility.



- New, Marin County project with available supply commencing in December 2016.
- Energy is offered at a moderate price premium relative to current offers received through MCE's Open Season.
- Expected deliveries align with MCE's future PCC1 (in-state, bundled) need.
- Bundled energy price under the Redwood Landfill PPA aligns with MCE's projected average renewable energy cost over the contract term.
- Anticipated energy deliveries under the Redwood Landfill PPA will supply 5,000 average MCE residential customers.



- Project Name: Redwood Landfill
- Technology: Landfill Gas(New),
- Location: Novato, Marin County, 14 miles of San Rafael
- Product: Base Load (with resource adequacy capacity)
- Capacity: 3.8 MW 2 Caterpillar G3520 reciprocating engines
- Expected annual energy production: 30,000 MWh
- Contract Term: December 2016 to November 2035
- Key strengths: Strong counterparty with proven track record; new local project
- Concerns: Price premium when compared to recent offers



Special Considerations: Federal Investment Tax Credit (ITC)

- The Federal ITC is scheduled to expire on December 31, 2016.
- Without the ITC, future renewable energy prices are expected to rise by as much as 30% over recent offers to MCE – note: the Recurrent price is fixed and not subject to adjustment in consideration of the ITC.
- Should this project fail to deliver as anticipated, the cost of replacement energy may exceed the contract price.
- ITC risk is addressed through the specification of Performance Security equal to one year of anticipated revenue (to be received by Recurrent) – the Performance Security amount is approximately three times the amount established in prior MCE contracts.

Contract Overview:

Project location: Novato, Marin County, CA

Guaranteed commercial operation date: December, 2016

Delivery profile: Base Load, PCC 1 renewable energy

Credit requirements: No collateral obligations for MCE



Counterparty Background: WM Renewable Energy, L.L.C.

- Waste Management is the largest environmental solutions provider in North America, and is based in Houston Texas, with more than 40,000 employees.
- Waste Management's parent corporation is rated 'A-' by Standard & Poors.
- WM Renewable Energy, L.L.C. operates over 138 electricity generation facilities totaling 550 MW and powering 1.2 Million homes.





Summary:

The Waste Management Redwood Landfill contract is a good fit for MCE's resource portfolio based on the following considerations:

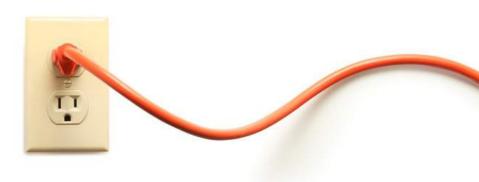
- The project size and expected energy deliveries will support the future renewable energy requirements of customers, inclusive of the Napa County expansion
- The project is being operated by an experienced team
- Energy from the project is priced in line with MCE projected costs but at a premium to recent offers
- The project development will support local labor for construction as well as operations and maintenance



Existing Site conditions – September, 2014



Questions? Comments?





November 6, 2014

TO: Marin Clean Energy Board

FROM: Beckie Menten, Energy Efficiency Director

RE: Energy Efficiency Update (Agenda Item #13)

ATTACHMENTS: A. Program Design Summaries and Logic Models

B. Public Comment on Energy Efficiency Program

Dear Board Members:

Summary

2014 has been a busy year for the MCE energy efficiency program. We have seen all of our programs grow from initial ramp up phase to full implementation. Though there have been challenges, our agency has begun to establish itself as an effective energy efficiency provider in the region. It is now time to look to the future and develop a suite of programs that will best serve our communities in achieving the greenhouse gas reduction targets that are a core component of the mission statement.

Discussion

Energy efficiency has always been an integral component of the MCE vision. The initial Business Plan included energy efficiency, and energy efficiency was included in the MCE Implementation Plan prepared in 2009. In February of 2012, the MCE Board approved the Marin Clean Energy Efficiency Program Plan, placing energy efficiency squarely amongst the programs of the MCE organization. To allow for fulfillment of this plan, MCE requested funding from the California Public Utilities Commission (CPUC).

In July of 2012, MCE submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Program Plan, and included the following proposed sub-programs:

- Multi-family
- Small commercial
- Single family utility demand reduction pilot program and
- Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

This application for funding was approved on the 9th of November, 2012, allocating over \$4 million to MCE for the implementation of energy efficiency programs. MCE's energy

efficiency team has been hard at work ramping up a new energy efficiency department and working to fulfill the mission statement objectives of the organization. Tables 1, 2, and 3 demonstrate the success MCE has had in providing energy efficiency services to our community.

Table 1: Program Performance Metrics 2013 - 2014

Multi-Family Program	
Multi-Family Buildings Audited	305
Multi-Family Units Provided Free Direct	989
Install Services	
Commercial Program	
Commercial Facilities Audited	903
Single Family Program	
Students Reached through Schools	2,025
Program	
Action Plans Created on Website	1,316
Homes Receiving Utility Reports	9,713

Table 2: Cumulative Savings Results, 2013 - Present

Program	2013-2014 Budget	Program Expenditures	Installed Energy Savings (Gross Annual kWh)	Installed Gas Savings (Gross Annual Therms)	Number of Completed Projects
Multifamily	\$860,971	\$354,236	69,200	7,842	52 buildings
Small Commercial	\$1,380,817	\$541,020	763,158	-2,900	85 businesses
Single Family	\$473,417	\$459,971	462,817 ¹	1,058	N/A
Financing Pilots	\$1,300,000	\$360,108	N/A	N/A	0
Portfolio Total:	\$4,015,205	\$1,530,774	1,295,175	6,000	N/A

-

¹ Equivalent to full monthly energy demand of 200 average homes in MCE service territory.

Energy Efficiency in 2015 and Beyond

In Rulemaking 13-11-015, the CPUC established a process for addressing significant structural changes in the way ratepayer funded energy efficiency is authorized and overseen in California. The first phase of this rulemaking was intended to provide a simple extension to existing energy efficiency portfolios. The second phase, which has not yet launched, is intended to address development of a longer term funding authorization, e.g. ten years, and the review and approval processes that would need to be updated associated with such a change. The third phase, which will be dealt with once the second phase has concluded with a decision, is scoped at this time to include fundamental and cross cutting issues underpinning the regulatory structure for energy efficiency, including how cost effectiveness is calculated in the portfolio and who can be an independent administrator of funds (among other issues).

In October of 2014, the CPUC issued a decision in Phase I of this proceeding, providing an extension of MCE's existing portfolio of programs. The funding authorization for these programs, as with other independent administrators, was granted for ten years, allowing the Commission time to deal with the Phase II proceeding without interrupting funding for energy efficiency in California. The 2015 funding authorization for MCE is summarized below in Table 3.

Table 3: 2015 Funding Authorization

Program	Funding Level
Multifamily	\$430,486
Small Commercial	\$462,311
Single Family	\$227,470
Financing	\$100,000

While these proceedings are ongoing, MCE has identified the need to expand the portfolio of programs beyond hard to reach market sectors². This includes development of a broader suite of programs that will allow us to better serve our service territory and achieve cost effectiveness targets. Additionally, MCE is seeking to design a program focused on greenhouse gas mitigation and market transformation in the energy efficiency sector, potentially including alternative metrics for gauging success.

2016 Program Development

-

² When MCE first approached the CPUC about implementing energy efficiency programs in 2012, MCE was directed to avoid duplication of existing program offerings and to focus on 'gaps' in the existing IOU portfolio. MCE's application in July of 2012 complied with this direction, focusing on multifamily and small commercial sectors which are notoriously hard to reach due to the split-incentive issues (where the landlord owns energy using equipment but the tenant pays energy bills). In January of 2014, the CPUC passed Decision (14-01-033) directing CCAs implementing energy efficiency programs to achieve a cost-effectiveness target of 1.25, the same standard the IOUs must meet. MCE has determined that it will not be possible to achieve this high threshold without expanding beyond hard to reach market sectors and balancing these programs with more cost effective alternatives, some of which may overlap with those currently offered by the IOUs.

MCE has begun planning for its next generation of energy efficiency programs. This process has involved reviewing energy usage characteristics in the service territory, identifying existing programs, and soliciting information from both the general public and specific subject matter experts. After a summer full of workshops on this topic, the MCE Energy Efficiency team has begun drafting program design documents.

Table 4: Summary of Workshops on 2016 Efficiency Program Design

Location	Date	Focus	Attendees
San Rafael	5/29/14	Subject Matter Expert Workshops	14
Richmond	6/23/14	MCE Energy Efficiency Programs	20
San Rafael	7/24/14	MCE Energy Efficiency Programs	23
Napa	7/30/14	Agricultural Energy Efficiency Programs	12
Novato	8/7/14	Residential Energy Efficiency Programs	9
West Marin	8/13/14	Agricultural Energy Efficiency Programs	9

The attachments to this staff report represent the first stage of the application development. Included in this packet are program summaries which briefly describe the design and logic behind each of the program sectors. On the back of each summary is a flow chart which graphically represents the flow of the program. Also included for each program is a 'logic model,' which visually connects all program activities to tangible outputs and short term, intermediate, and long term outcomes. More information on the structure of these documents is provided in the Executive Summary to the packet. Program sectors include:

- Multifamily
- Single Family
- Agriculture
- Industrial
- Commercial

All of these program designs represent a desire to achieve greater integration in energy services delivery, offering to the applicant a suite of services beyond energy efficiency to optimize the use of energy at each site. While the services recommended may be very different for a large industrial customer compared to a residential customer, the logic is consistent for each. This integrated design focuses on the customer experience, rather than the silos of CPUC programs, and is more consistent with the reality of customer motivations in undertaking energy projects.

These programs are intended to emphasize a good customer experience as a core measure of success. Each of these program designs includes a Single Point of Contact, or (SPOC), an assigned customer representative who would assist the applicant through every step of the process. A central component of the 2016 program design is also the development of a sophisticated Customer Relationship Management tool. This tool will ensure that projects are efficiently tracked and moved through the pipeline in a timely manner. However, this tool will also retain information gathered at each property through the energy audit process, creating the opportunity for an ongoing relationship between the project applicant and the program and for the phasing of projects over time.

Next Steps in Program Development

Following the Board Meeting this evening, the energy efficiency team plans to share and solicit feedback on the program design documents throughout the MCE service territory. The Energy Efficiency program has developed a distribution list which will be utilized to distribute these documents for public comment. Additionally, the Energy Efficiency team plans to deliver presentations before various community groups, including climate action planning groups of the cities in MCE jurisdiction, as well as targeted groups such as Resource Conservation District and Sustainable Napa County. Initial materials were provided to the Technical Committee of your Board on October 21st. Because this presentation was noticed to the MCE Energy Efficiency distribution list, we have received written feedback on the program design already and this feedback has been provided as Attachment C to this staff report.

While the program design concept is being further vetted with the community, MCE is planning to concurrently work with a technical consultant to develop eligible measure lists and energy savings targets for the program that would be included in the CPUC proposal. The initial results from the consultant are anticipated by early December. This process will allow for identification of energy savings targets, incentive levels, and program performance metrics for gauging program success prior to application finalization. These metrics will also allow for the development of a program budget.

When the initial round of public comment has been concluded and the savings targets and budgets are finalized, the MCE team will initiate a second round of public comment and review, aiming for a completed application to the CPUC by early 2015.

Recommendation: This is a discussion item only.



Draft 2016 Energy Efficiency Program Designs for Public Comment

MCE would like your input on the draft program designs for 2016 and beyond! Each of the programs share a core theme of integrated program delivery and provide customers with one access point for all energy efficiency services offered by MCE. The programs take a holistic approach to resource conservation and provide customers with a variety of program offerings.

The program design includes partnerships with other agencies who deliver resource conservation programs in MCE's service area. Market transformation, resulting from a highly positive customer experience, is emphasized as an end goal where financial incentives are no longer necessary to guide purchasing and behavioral decisions, and where energy and resource conservation become the norm.

The program is designed to allow customers to implement projects of their choice. This allows customers to enter the program at any point with support to plan out future improvements as they fit into their life or business plan.

This package contains the following documents:

- 1. **Program Design Summaries:** These are intended to provide a high level overview of the program design and delivery. On the back of each of these documents is a flow chart that graphically depicts the process of the program and other core resource conservation opportunities that will be leveraged (for example, water and transportation programs.)
- 2. **Logic Models:** Logic models are documents used to demonstrate that each of the planned activities in a program are directly and deliberately connected to tangible outputs, which support short term, intermediate, and long term program outcomes.
 - For example, an activity would be 'technical assistance,' the tangible output would be 'an assessment report identifying opportunities at the property,' the short term outcome would be 'educating the property owner about the energy savings opportunities,' the intermediate outcome would be 'accomplishing energy upgrade projects,' and the long term outcome would be 'saving energy.'

Public input at this time is critical to ensuring that the core logic behind the program design is aligned with community objectives. Once we have an opportunity to receive feedback on the proposed program design, we will move into the drafting stage to develop a detailed 'program implementation plan,' or PIP. This will be provided as part of an application for funding to the California Public Utilities Commission. Your feedback at this initial stage ensures that the final application includes community input.

Concurrent to this initial round of public comment, MCE will be working to develop lists of eligible measures (for example, the types of equipment which can qualify for rebates under the program) and energy savings estimates for the program.

When all of these materials are finalized (program implementation plan and energy savings estimates) there will be a second round of public comment.

How do I provide comments?

- 1. Submit written public comments to energy--savings@mcecleanenergy.org
- 2. Provide oral comments at a Board Meeting or other public meeting where this information is being presented.

Also, be sure to sign up for the energy efficiency listserv at www.marincleanenergy.org/ee to be informed about planned future presentations.

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Multi-Family Energy Efficiency 2016 Program Design

MCE proposes a customer-oriented Multi-Family Energy Efficiency Program that integrates diverse program offerings under one umbrella. The program is designed to maximize investments in a property, reducing greenhouse gas emissions, energy use, and water use. The proposed program will also emphasize an increase in customer satisfaction with the energy upgrade experience, and ultimately drive towards market transformation and declining incentives.

The MCE program would:

- Provide participants with a single point of contact (SPOC) who would serve as a
 facilitator and participant advocate, helping to guide the property owner
 through the process from initial contact to project completion.
- Develop an integrated assessment process streamlining multiple program offerings into one customer report.
- Deploy sophisticated customer management software allowing for an ongoing relationship between the property and the program.

The benefits of a SPOC program are:

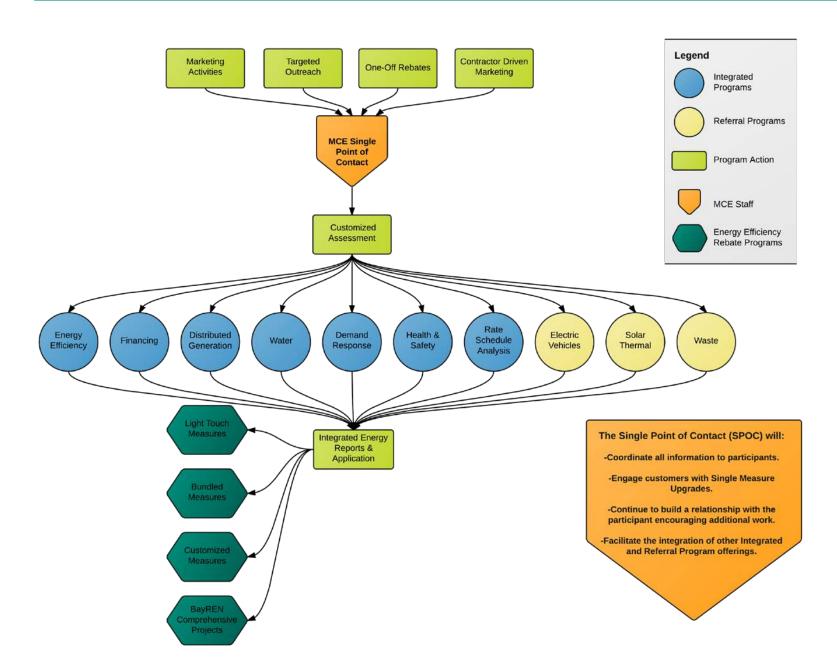
- Uniform and Bundled Presentation of Opportunities. Projects may be more attractive to customers and easier to accomplish when all savings opportunities are bundled together and follow a clear, uniform presentation.
- Personalized Attention and Follow-Through. A SPOC delivery model can provide
 more personalized attention and more follow through to reduce customer
 confusion and increase project completion rate.
- Project Phasing. MCE can remain in contact with participating properties over time and encourage property owners to implement projects in phases.

Success of the program will be measured through:

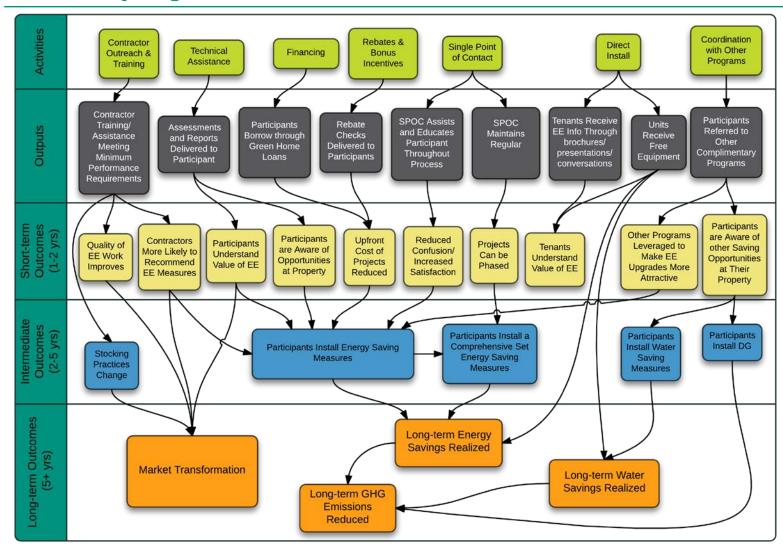
- Energy Saving Targets
- Program Performance Metrics (e.g. tenant units provided with direct install services)
- Market Transformation Indicators (e.g. increase in demand for energy efficient technology)

The program will leverage advanced metering technology, customer satisfaction surveys, and program performance metrics to create an instantaneous feedback loop for evaluation and improvement. Incentive levels will decrease as the energy efficiency market begins to flourish.

Multi-Family Program Flow Chart



Multi-Family Logic Model



Single Family Energy Efficiency 2016 Program Design

MCE proposes a Single Family Energy Efficiency Program that is designed to reduce greenhouse gas emissions through energy and water use reductions. The program offers one-off rebates to customers who have financial or structural barriers that prevent them from participating in the Home Upgrade Program, and incentives and technical assistance for customers who want to upgrade to Zero Net Energy. The program also aims to help the highest energy users reduce their consumption with energy management tools.

The MCE Single Family Energy program will:

- Provide participants with a single point of contact (SPOC) who would serve as a facilitator and participant advocate, helping to guide the homeowner through the process from initial contact to project completion.
- Offer financing and rebates to help overcome the upfront cost barrier.
- Provides the highest consuming customers with information about how they use energy and advice for how to reduce their consumption.

To market the program, MCE will:

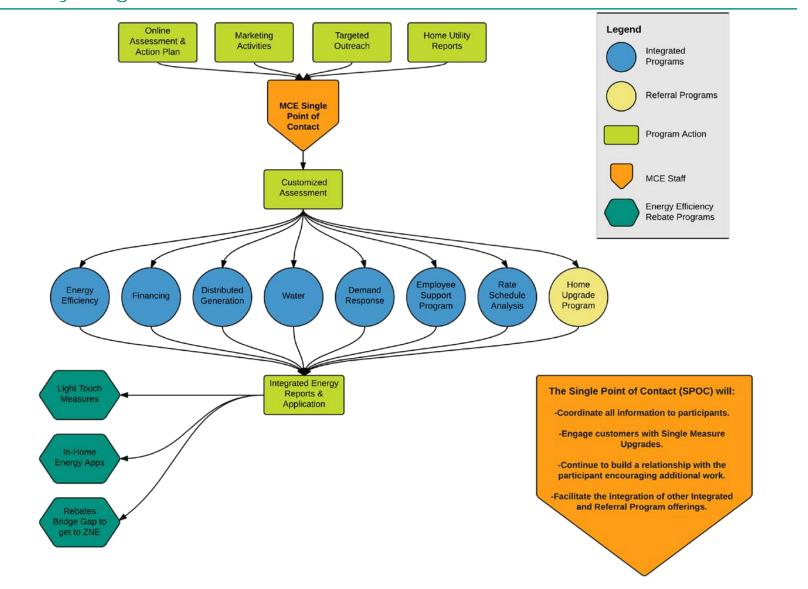
- Engage the highest consuming customers through messaging on the Home Utility Report.
- Work with local government in each city or town to promote the program.
- Work with schools and other family-based organizations to promote the Home Assessment and Energy Action Plan offerings.
- Deploy sophisticated customer management software allowing for an ongoing relationship between the participant and the program.

MCE will measure the success of the program using:

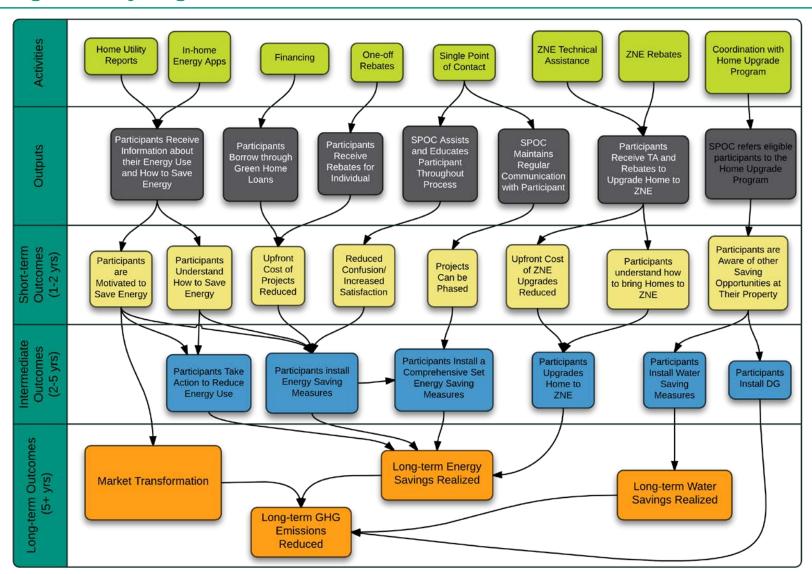
- Energy Saving Targets
- Program Performance Metrics (i.e. number of customers touched through outreach)
- Market Transformation Indicators (i.e. increase in sales of high efficiency technology)
- Participant Satisfaction

The program will leverage smart meter, customer satisfaction surveys, and program performance metrics to create an instantaneous feedback loop for monitoring success and addressing program issues. Rebate levels will reduce over time, following market trends indicating that customers no longer need financial incentives as motivation to implement specific energy efficiency measures and upgrades.

Single Family Program Flow Chart



Single Family Logic Model



Industrial Energy Efficiency 2016 Program Design

MCE proposes an Industrial Energy Efficiency Program that is designed to reduce greenhouse gas emissions through energy and water use reductions. The program offers one-off rebates for simple energy efficiency measures and custom rebates for comprehensive energy efficiency upgrades. The program also provides technical assistance and a "single point of contact" design to help guide customers through the program and promote phasing of projects.

The MCE program would:

- Provide participants with a single point of contact (SPOC) who would serve as a facilitator and participant advocate.
- Offer financing and rebates to help overcome the upfront cost barrier.
- Offer technical assistance to help with measure selection, project planning and project management.
- Incentivize energy service outsourcing (compressed air, steam, water treatment, etc.).

To market the program, MCE will:

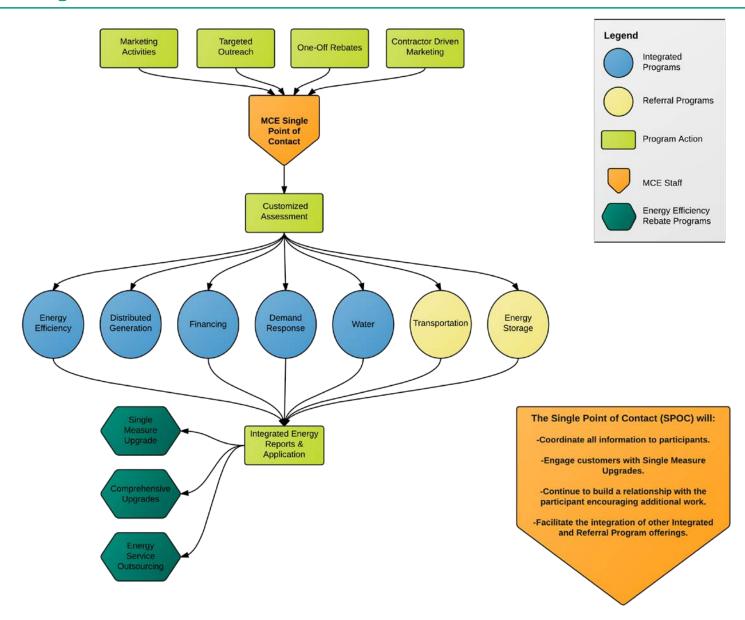
- Promote energy efficient industries by partnering with an existing Green Certification Program.
- Use billing data to identify the highest energy users for targeted outreach.
- Deploy sophisticated customer management software allowing for an ongoing relationship between the participant and the program.

Success of the program will be measured through:

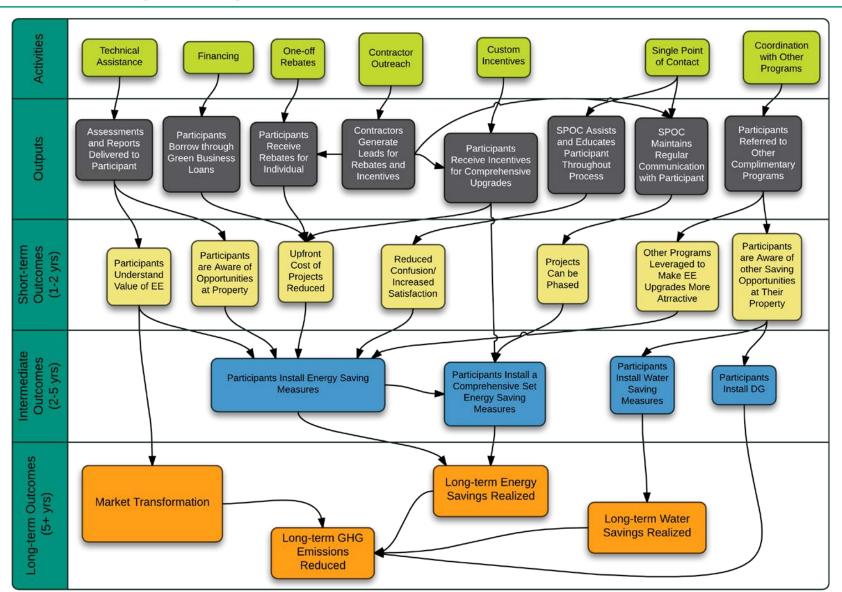
- Energy Saving Targets
- Program Performance Metrics (e.g. number of contractors providing referrals to program)
- Market Transformation Indicators (e.g. reduction in carbon intensity per capita of industrial products)
- Participant Satisfaction

The program will leverage advanced metering technology, customer satisfaction surveys, and program performance metrics to create an instantaneous feedback loop for monitoring success and addressing program issues. Rebate levels will reduce over time, following market trends indicating that customers no longer need financial incentives as motivation to implement specific energy efficiency measures and upgrades

Industrial Program Flow Chart



Industrial Program Logic Model



Agricultural Energy Efficiency 2016 Program Design

MCE's Agricultural Energy Efficiency Program focuses on dairies and wineries and integrates diverse program offerings. The program is designed to maximize investments in buildings and equipment to reduce greenhouse gas emissions, energy use, and water use. The proposed program views agriculture as a system and includes farming process efficiency and worker support.

The MCE Agricultural Energy Efficiency Program will:

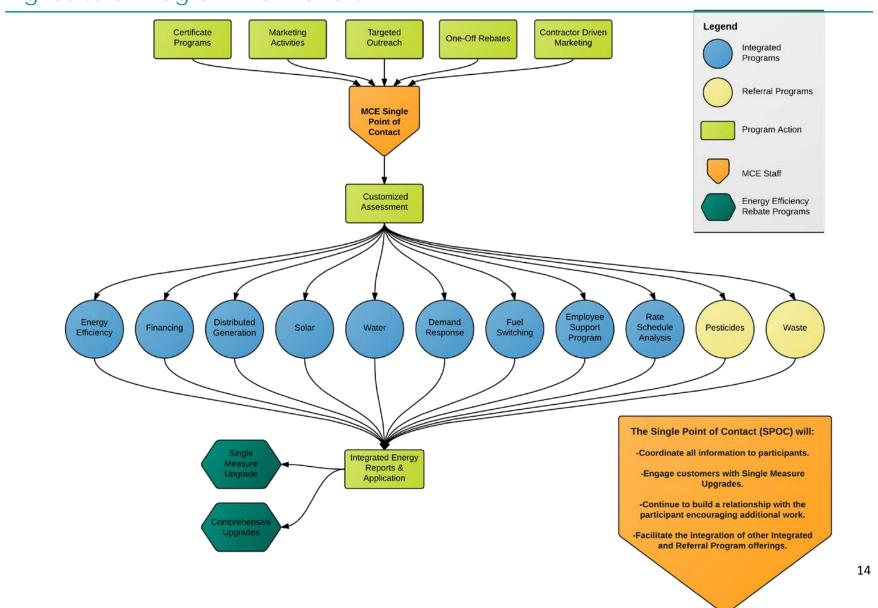
- Provide participants with an Agricultural single point of contact (SPOC) to serve as a facilitator and customer advocate, and to help guide the business owner through the process from initial contact to project completion.
- Develop an integrated assessment process that streamlines multiple program offerings into one customer report.
- Leverage existing certification programs to increase demand for green agricultural practices and develop new certification programs where there are gaps.
- Work with farmers to time projects around seasonal cycles that affect cash flow and equipment use.
- Leverage Smart Meter technology to provide customized outreach and services.

MCE will measure the success of the program using:

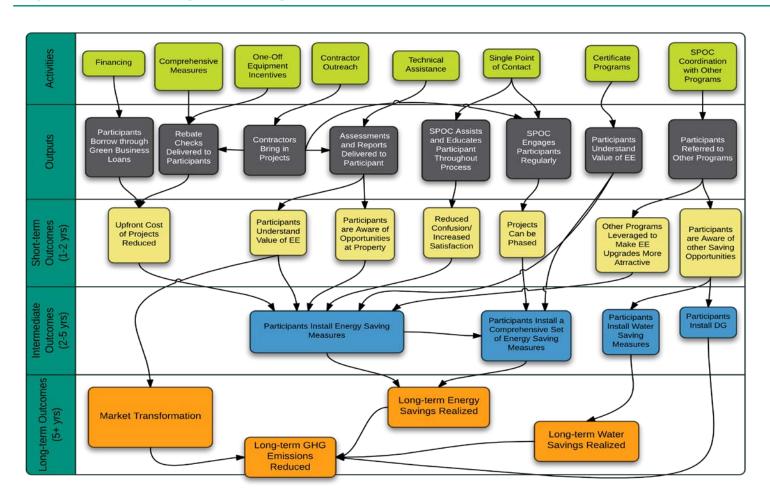
- Energy Saving Targets
- Program Performance Metrics (e.g. number of Green Agricultural Certifications completed)
- Market Transformation Indicators (e.g. reduction in energy intensity of milk or wine)

The program will leverage Smart Meter technology, customer satisfaction surveys, and program performance metrics. It will create an instantaneous feedback loop for monitoring success and addressing program issues. Rebate levels will reduce over time, following market trends indicating that customers no longer need financial incentives as motivation to implement specific energy efficiency measures and upgrades.

Agricultural Program Flow Chart



Agricultural Program Logic Model



Commercial Energy Efficiency 2016 Program Design

MCE's Commercial Energy Efficiency Program is designed to serve both large and small commercial customers. The program acknowledges inherent differences in opportunity between small and large commercial properties, and emphasizes integrating diverse program offerings under one umbrella. The proposed program will focus on customer satisfaction with the energy upgrade experience, and ultimately drive towards market transformation.

The MCE Commercial Energy Efficiency Program will:

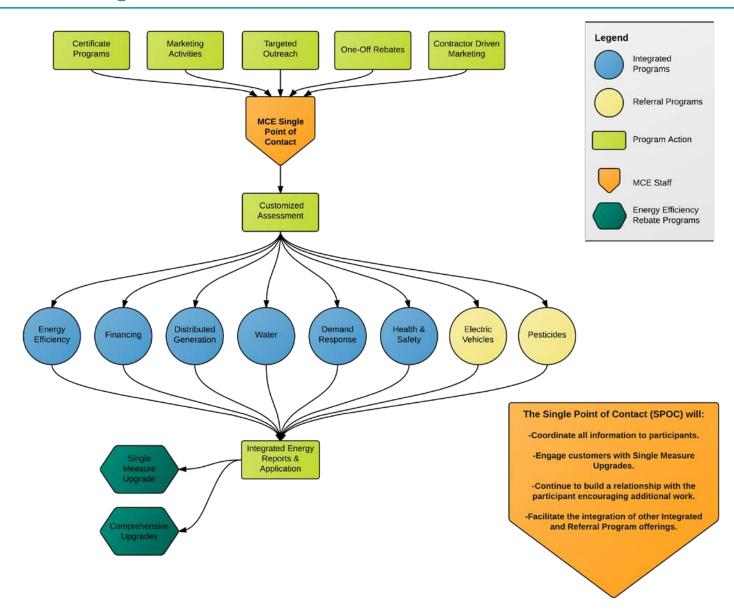
- Provide participants with a Commercial single point of contact (SPOC) who will serve as a facilitator and customer advocate, and help to guide the business owner through the process from initial contact to project completion.
- Target buildings by using Smart Meter technology in order to focus on opportunities and improve the sales approach.
- Provide low or no cost audits for small commercial properties with limited opportunities.
- Provide extensive audits with customizable incentives for larger properties.
- Develop an integrated assessment process that streamlines multiple program offerings into one customer report.
- Deploy user-friendly customer management software that allows for an ongoing relationship between the business and the program.

MCE will measure the success of the program using:

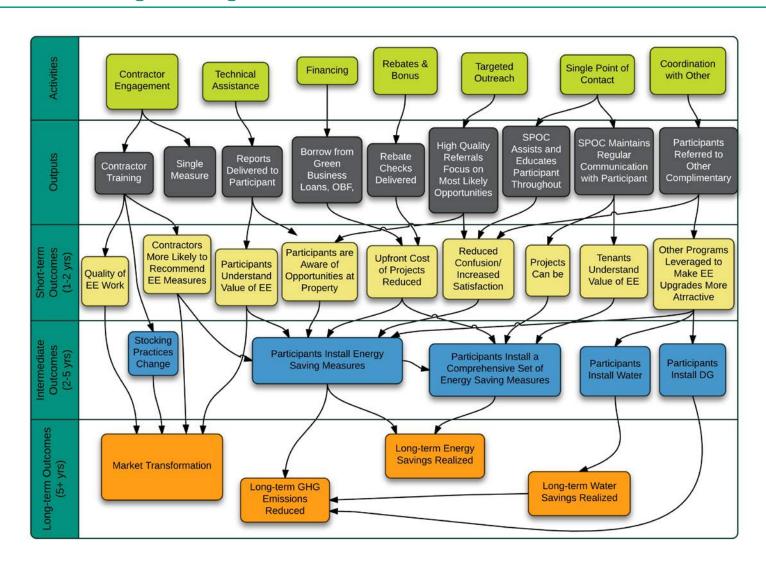
- Energy Saving Targets
- Program Performance Metrics (e.g. businesses provided with technical assistance)
- Market Transformation Indicators (e.g. business tenants demanding green rentals)

The program will leverage Smart Meter technology, customer satisfaction surveys, and program performance metrics. It will create an instantaneous feedback loop for monitoring success and addressing program issues. Rebate levels will reduce over time, following market trends indicating that customers no longer need financial incentives as motivation to implement specific energy efficiency measures and upgrades.

Commercial Program Flow Chart



Commercial Program Logic Model



Workforce Development 2016 Program Design

MCE will support the success of its energy efficiency programs with complementary workforce development training. Contractors and workers must have the skills necessary to support program success, and a trained workforce is essential to accomplishing market transformation. MCE will engage community partners to ensure the inclusion of workers from disadvantaged communities in pursuing careers in the energy sector, and to build on existing success, fills gaps in service, and focus on meaningful local workforce opportunities.

MCE's workforce programs support the local economy.

- Stackable credential programs provide workers with a broad spectrum of transferable skills qualifying them for a variety of green jobs.
- Marketing, education, and outreach activities to increase the demand for skilled labor in the region.
- MCE will work with local experts to align, leverage, and influence existing training programs and markets in the MCE service territory.

Workforce programs contribute to energy efficiency program success.

- o Skilled workers ensure efficiency gains are met and health and safety issues are addressed.
- The program will ensure ratepayer dollars provide meaningful opportunities, contributing to MCE's mission of reducing greenhouse gas emissions.
- An increase in skilled labor spills over to benefit all ratepayers not just program participants.

Industry Workshops & Trainings

- Contractors, Architects, Builders, Engineers Continuing Education
- Marketing, Outreach, and Sales
- Building Maintenance & Operators
- Energy Management
- Housing Authorities/Asset Managers

Youth Workshops & Trainings

- Green Jobs Schools Program
- Internships for high school students

Policy & Procedures

- Develop standards for contractors
- Develop health and safety protocols
- o Implement local hire agreements

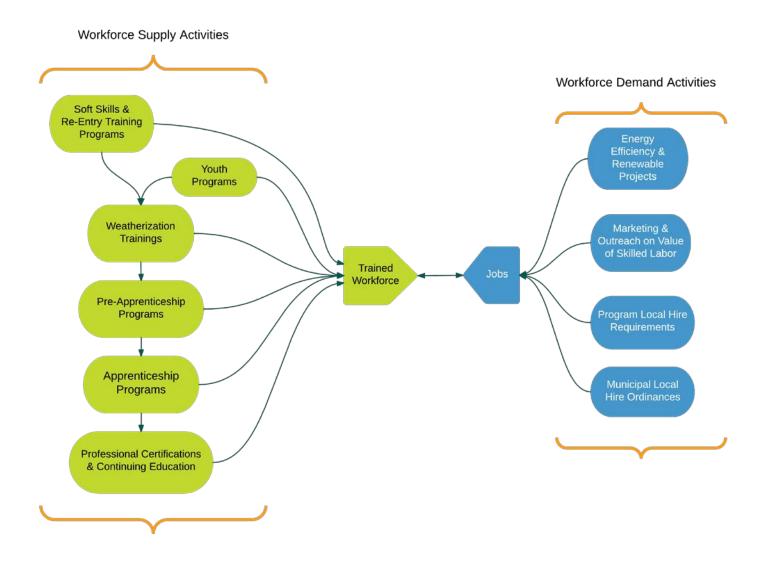
Partnerships

- Workforce Investment Boards
- Economic Development Agencies
- Workforce Intermediaries
- Trade Unions
- Community Colleges/Adult Schools
- Community Based Organizations
- Contractors/Contractor Associations
- Municipalities
- IOUs

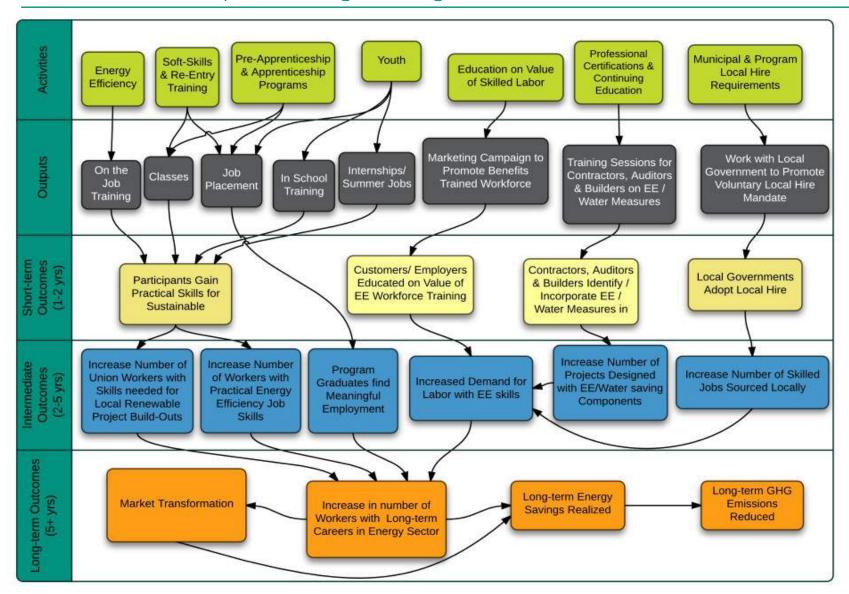
Workforce Topic Areas

- Energy Efficiency
- Zero Net Energy
- Energy Management
- Building Operations/Management
- Measure Specific Trainings
- Code Compliance, Health & Safety

Workforce Development Program Flow Chart



Workforce Development Program Logic Model



From: emainland@comcast.net]

Sent: Thursday, October 23, 2014 1:31 PM

To: Dawn Weisz **Cc:** Damon Connolly

Subject: Public Comment on MCE Resource Planning and Energy Efficiency

Dawn:

I would appreciate your forwarding to all members of MCE's Technical Committee and staff my full remarks offered in public comment time October 21, 2014 (below). Many of the Committee's members had left before I was permitted to speak and the Chairman's three-minute restriction truncated my planned presentation.

The main issue I sought to bring to the Committee's attention is the large discrepancy between MCE's robust, stated policy on energy efficiency and the tiny part efficiency is getting in actual resource planning and procurement. I believe this discrepancy merits a strategic overhaul.

MCE's formal mission statement (below, from MCE's website) outlines two main pillars for carbon reduction: renewables and efficiency. MCE's planning principles also give lip service to a major role for energy efficiency. But the reality is quite different. For example, while utility-scale renewables and net metering, both more costly than efficiency, enjoy large incentives in MCE's future outlook, efficiency combined with distributed energy, is an orphan pygmy, almost a *de minimus* fraction in the plan. (See Tech Committee Packet, October 21, 2014.)

In the wider energy universe, it is universally recognized that energy efficiency ("negawatts") are the cheapest and cleanest form of clean energy (having no environmental impacts) while being the surest avenue toward avoiding new capital-investment outlays and increasing local clean-energy job growth and trade union support for MCE's programs. Lack of visible union support for MCE almost succeeded in passing the narrowly averted CCA-killer bill AB 2145 last summer. Energy efficiency therefore deserves a much larger role in MCE's planning and procurement forward. Note these salient MCE planning facts:

- 1. Efficiency target is set only at 0.1% of 1,700 GWh/year (1.7 GWh/year), so over the 20-year planning horizon only 2% of the resource purchases will be offset (the exact numbers are on p.47 of the pdf file). In 2013 only 0.37 GWh was recorded for efficiency programs.
- 2. Utility scale renewables and net metering which are more costly than efficiency but receive much larger incentives are targeted to increase 10X and 2.5X respectively.
 - 3. Efficiency is not considered in Renewable Portfolio planning.
 - 4. Efficiency is combined with Distributed Energy in the Resource Adequacy

plan, and together are targeted to contribute very little (p.55 of the pdf file).

5. The single and multi family housing efficiency programs will rely on "sophisticated customer management software", "clear presentations", and "local organizations". There are no metrics for measuring success or operational benchmarks; they are listed as still needing development.

One way to break out of the *de minimus* box that MCE's efficiency programs have been trapped by CPUC's unfair-share underfunding, snarls of hard-to-fathom red tape minutia in regulatory details, and PG&E's thievery of energy efficiency's low-hanging-fruit opportunities is to go outside CPUC's funding umbilical cord.

One way to do this, among others, is partner immediately with Marin Municipal Water District (MMWD) in seeking available grant money from the state Water Board (there's reportedly a current \$19M grant kitty) for a "standard offer" water/energy efficiency pilot project. Deadline is year's end, so there's time to put a grant request to the Board this year. The "standard offer" efficiency concept was long championed by the late Barbara George (honored as MCE's volunteer-of-the-year not that long ago) and could be a game changer.

Another is to take energy efficiency to Marin's green grassroots, and enlist and orchestrate the County's countless environmental, business and civic groups with community political leaders in an unified, well-publicized all-Marin all-hands "Energy Efficiency Homes and Businesses" Campaign to rally community buy-in for large-scale energy efficiency gains. Meanwhile, help businesses and consumers anticipate implementation and compliance with coming higher state standards. Push County authorities toward efficiency increases in building energy use (including envelopes and appliances) of at least 2 percent per year. Help the County aggressively prepare for, support, enable and implement coming state zero-net-energy and zero-net- carbon building standards. Restore independent expert verification of the actual "greenness" of remodels and new construction; without honest verification, compliance tends to be shaky and inconsistent.

A broader and deeper approach to carrying out what is, by policy, a chief pillar of MCE's statutory carbon-reduction mission should be a continuing item on Tech Committee's agenda.

The Tech Committee's response would be appreciated.

— Edward Mainland, Novato CA 415-902-6365

This is Marin Clean Energy's mission statement (see MCE website):

The purpose of Marin Clean Energy is to address climate change by reducing energy related greenhouse gas emissions and securing energy supply, price stability, energy efficiencies and local economic and workforce benefits.

Agenda Item #13: EE Update - Att. B: Public Comment on EE Program

It is the intent of MCE 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 at competitive rates for customers.



November 6, 2014

TO: Marin Energy Authority Board

FROM: Jamie Tuckey, Communications Director

RE: Communications Update (Agenda Item #14)

ATTACHMENTS: A. Unincorporated Napa County Community Outreach Plan

B. Unincorporated Napa County Enrollment Notice 1 of 5

(Residential)

Dear Board Members:

SUMMARY:

Electric customers in unincorporated Napa County are scheduled for enrollment in MCE's Light Green 50% renewable energy service option at the start of their February 2015 billing cycle. The enrollment will exclude customers who request to opt out.

Staff has created a community outreach plan (Attachment A) intended to serve as a roadmap for MCE's community outreach and implementation strategy for unincorporated Napa County electricity customers. The outreach plan, which includes an overview of planned presentations, meetings, community events, and advertising opportunities, combines strategies that were successfully used during the Marin and Richmond enrollment periods with more targeted strategies based on analysis of the characteristics and different information channels available in Napa. Our goal is to ensure that all electric customers will be equipped with the information necessary to make informed decisions about their electric service provider.

Staff will deliver five notices to unincorporated Napa County electric customers during the statutory opt out period to inform them of their right to opt out of MCE with instructions on how to do so. Three of the notices will be delivered at least 90 days before enrollment (early November, mid-November and early-December) and two of the notices will be delivered within the first 60 days after enrollment with MCE (late February and late March).

It has been determined that different customer groups will need specific information based on their account type in order to make a fully-informed choice about their participation in MCE. Staff has identified six unique customer types that require specific messaging. The notices include information pertinent to the following customer types:

- 1. Residential accounts
- 2. Commercial accounts

- 3. Agricultural accounts
- 4. Net Energy Metering (NEM) accounts
- 5. Financial Assistance accounts
- 6. Balanced Payment Plan accounts
- 7. SmartRate accounts

Certain customers fall into more than one of the identified situations and will need information related to more than one category. Staff has analyzed customer data and identified 13 combinations of customer types. Unique information will be mailed as appropriate to each customer in the first and second opt out notice letters.

The first two notices that are delivered will be letters in sealed envelopes. The last three notices will be delivered as trifold brochures. Each notice will be bilingual with English and Spanish text. For review purposes, the residential customer opt out notice is attached.

Recommendation: None. Informational only.



Unincorporated Napa County Community Outreach Plan

October 2014





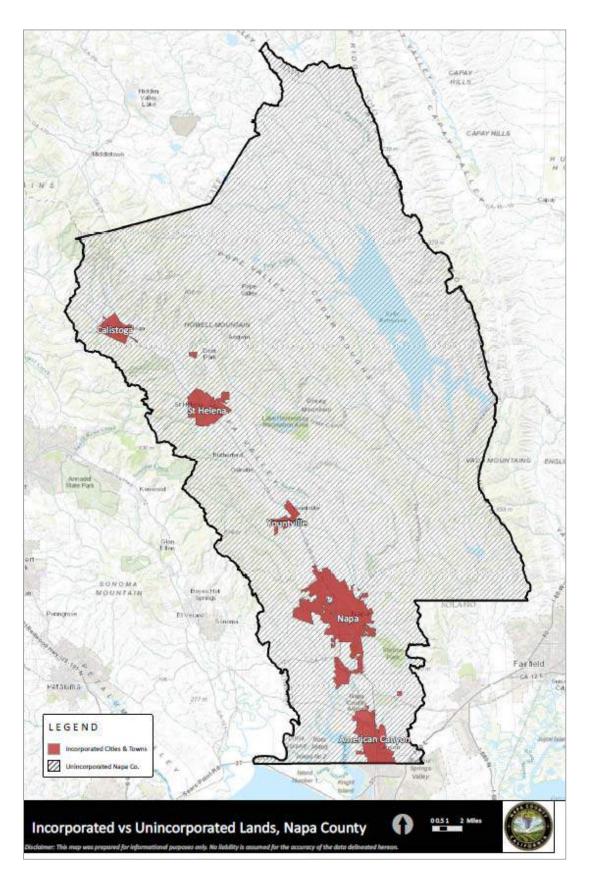


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Introduction

On June 3, 2014, the Napa County Board of Supervisors voted to join Marin Clean Energy (MCE), California's first operating Community Choice Aggregation (CCA) program. The MCE Board voted to admit unincorporated Napa County to participate in the MCE program at its June 4, 2014 meeting. The MCE Implementation Plan that includes unincorporated Napa County was submitted to the CPUC on July 18, 2014 and is currently pending approval.

MCE offers unincorporated Napa County residents and businesses a choice of affordable, renewable energy as an alternative to PG&E. In addition, as a not-for-profit, community-based electricity provider, MCE gives the unincorporated Napa community more local control as to how and where its ratepayer dollars are spent. To this end, MCE's priorities include reinvesting revenues toward 1) maintaining competitive rates; and 2) supporting local sustainable development programs, such as energy efficiency and renewable generation projects.

PG&E will continue to provide electric delivery services for MCE customers, including operating power lines, reading meters, issuing monthly bills and providing the same maintenance and repair services it always has. MCE determines the source of power, called electric generation, and replaces what PG&E would otherwise charge for generation.

Because California State law (Assembly Bill 117) requires CCA programs like MCE to operate as opt out programs, customers will be enrolled with MCE unless they choose to opt out and stay with PG&E's energy supply.

Unincorporated Napa County residents and businesses will soon have four choices for their electricity supply: MCE Light Green 50% renewable; MCE Deep Green 100% renewable; MCE Sol Shares 100% local solar; or PG&E's 22% renewable energy.

Light Green is MCE's default service for automatic enrollment. If customers take no action, this is the level they will be enrolled in. Deep Green and Sol Shares are voluntary programs also available to unincorporated Napa County customers.

MCE will be offering Light Green service to unincorporated Napa County customers beginning February 1, 2015. MCE will send three notices before enrollment, and two after, to all electric customers, with instructions on how to opt out and stay with PG&E's electricity supply. Once customers receive this notice, they may request to opt out at any time. The first notice is scheduled to be delivered in November 2014.

Deep Green will be available after the California Public Utilities Commission approves MCE's revised implementation plan, which is scheduled to occur by November 2014.

This document is intended to serve as 1) a summary of MCE's energy service options available to local electricity customers; and 2) a roadmap for MCE's community outreach and implementation strategy for unincorporated Napa electricity customers. It provides an overview of the presentations, meetings, events, and other informational venues to be organized and attended by MCE and the Napa County Board of Supervisors to facilitate community understanding of MCE and their new electricity options. The goal is to ensure all electric customers will be equipped with the information necessary to make informed decisions about their electric service provider.

This outreach plan combines strategies used successfully for general outreach in Marin in 2010-2012 and Richmond in 2013 with more targeted strategies based on analysis of the electricity accounts in unincorporated Napa County, recognizing the unique characteristics and different information channels of this new service territory.

After an overview of how target sectors were identified, this plan addresses the outreach methods that will be used to target each one. This strategy will be vetted by Napa County officials and circulated among the Community Leader Advisory Group (CLAG) described in detail below.

Napa Demographics

The County of Napa covers an area of approximately 788 square miles with a population of roughly 28,000 in the unincorporated areas¹. The ethnic composition of Napa is primarily Caucasian (64%) with a significant Hispanic/ Latino population (27%)². The median age is 39.3³. The median Household Income is 69,571⁴. 81% of Napa County speaks English only⁵. And 82.6% of Napa County is a high school graduate or higher.⁶

¹ Source is the County of Napa: www.countyofnapa.org/pages/departmentcontent.aspx?id=4294967635.

² Source is the County of Napa: www.countyofnapa.org/pages/departmentcontent.aspx?id=4294967635.

³ Source is the County of Napa: www.countyofnapa.org/pages/departmentcontent.aspx?id=4294967635.

⁴ Source is the 2008-2012 American Community Survey 5-Year Estimates.

⁵ Selected Characteristics of the Native and Foreign-Born Populations 2008-2012 American Community Survey 5-

 $^{^{\}rm 6}$ Source is the 2008-2012 American Community Survey 5-Year Estimates.

Outreach Target Sectors

The majority of new accounts in unincorporated Napa are residential and MCE uses a number of general outreach strategies to inform these customers. To compliment this general outreach, MCE has analyzed the electricity accounts in unincorporated Napa to determine dominant industries or sectors. MCE analyzed the data both according to North American Industry Classification System (NAICS) Code and according to rate schedule. The data reveals one predominate sector, the Agricultural, and a secondary key sector, Hospitality/Tourism. By targeting these two major sectors MCE can effectively reach a substantial portion of accounts in this new service territory. In addition to these two sectors, MCE also delineates as target sectors those that speak English as a second language and those that are economically sensitive.

Agricultural

When industries are compared by number of accounts, Grape Vineyards combined with the closely related Agriculture, Forestry, Fishing and Winery industries as an Agricultural sector comprises 56% percent of industries in Unincorporated Napa County⁷.

Moreover this Agricultural sector makes up a significant portion of the electricity usage in the service territory. Of total 2013 electricity use, the Grape Vineyards, Winery, and Agriculture, Forestry, and Fishing industries (i.e. the Agricultural Sector) make up 44% of annual usage.

In addition, several other industries that are both well represented by number of accounts and usage are closely related to this Agricultural Sector. For example: Water Supply-Irrigation Systems, Other Warehousing and Storage, and General Warehousing & Storage.

Viewing the Unincorporated accounts by electricity rate schedule supports this trend (Fig. 1). Of non-residential accounts, agricultural rates represent 41% of accounts. And of the 55% that are on small and medium business rates, industries that we are identifying as the Agricultural Sector comprises 27%.

Moreover, comparing the number of accounts in the agricultural sector as a whole (i.e. NAICS Vineyards; Wineries; Agriculture, Forestry, Fishing. Approximately 2300 accounts) to the number of residential accounts (approximately 13,500), shows that for every 1 agricultural account there are roughly 6 residential accounts. Thus, focused outreach to the agricultural sector, will also likely reach a good portion of the residential accounts (under the assumption that some, if not most, people working in the agricultural sector are also living in the area).

⁷ Blank and unassigned NAICS codes are omitted.

**Small and Med Business (A1, A10P, A10S, A10SX, A1L, A1X, A6)

**Agricultural (AG1A, AG1B, AG1BL, AG4A, AG4B, AG4C, AG5A, AG5B, AG5C, AGRA, AGRB, AGVA, AGVB)

**Large commercial & Industrial (E19S, E19P, E19PV, EL19SV, E20P, E20S, E20T)

Figure 1: Unincorporated Napa 2013 non-residential accounts by rate schedule.

Hospitality/Tourism

After Agriculturalists, Hospitality/Tourism is the only other sector that is represented by several industries when compared both by number of accounts and annual electricity usage. While not a significant percentage, Golf Courses and Country Clubs and Hotels (except casino)-Motels are all among the top 18 industries in the service territory based on number of accounts. And the combined annual electricity of Hotels (except casino)-Motels and Golf Courses and Country Clubs make up 5%.

When looking at small and medium businesses by rate code broken down by industry, again Golf Courses and Country Clubs and Hotels (except casino)-Motels are both well represented.

While not as dominant and unified a sector as the Agricultural one, Hospitality/Tourism makes up a significant portion of accounts. Also, because the Hospitality/Tourism sector in Unincorporated Napa is closely related to the Agricultural sector, outreach in one target sector should complement the other. In addition, strategic outreach to this sector should also reach a good portion of residential accounts.

English as a Second Language (ESL)

MCE will also focus specific outreach to individuals to whom English is a second language. The goal is to ensure that ESL speakers are also able to make informed decisions about their electricity provider. The Napa County ESL population consists

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primarily of Latino immigrants. A study by the Migration Policy Institute shows that in Napa County most immigrant men work in agriculture, construction, or manufacturing while immigrant women work in hospitality, education and health and social services⁸. This indicates that there will be significant overlap for the ESL community with targeted outreach to agricultural and hospitality/tourism sectors. In addition, MCE will target Latino housing communities and local Latino organizations so that information reaches the whole Latino community in unincorporated Napa County.

Seniors

Because many elderly individuals are on fixed incomes, MCE also makes outreach to seniors a priority. While currently MCE service is cheaper than the incumbent utility (as of August 2014), we find it particularly important for individuals on fixed incomes to understand their electricity options. MCE will reach out to retirement homes in unincorporated Napa County and organizations serving senior citizens.

General Outreach

MCE's goal is to reach a broad cross-section of the unincorporated Napa County community (i.e. a demographically and socio-economically diverse collection of neighborhoods) with general outreach. This general outreach will focus on residential clusters in unincorporated Napa County (Miliken-Sarco-Tulocay, Coombsville, Angwin, Rutherford, Oakville, Pope Valley, mobile home parks, etc.) and community and business organizations that primarily serve unincorporated Napa County or are umbrella organizations that reach a good portion of unincorporated Napa County.

⁸ Profile of Immigrants in Napa County by Randy Capps, Kristen McCabe, and Michael Fix, Migration Policy Institute 2012, page 32.

Outreach Strategy

To reach these four target sectors, MCE's Napa community outreach plan focuses on the following specific strategies, arranged by target sector. In addition, because local input is central to MCE's mission, forming a Community Leader Advisory Group (CLAG) to guide outreach efforts is a priority. Below the CLAG is described first, since it contributes to outreach in all sectors. Following are descriptions of the outreach strategies by target sector.

Community Leader Advisory Group (CLAG)

The Community Leader Advisory Group (CLAG) will be a central component of Napa outreach. MCE proposes that the CLAG be composed of representatives from local government, agricultural trade associations, community organizations (sustainability, immigrant, and senior focused), and the hospitality/tourism sector. MCE will ensure that invited CLAG participants include community members who are openly opposed to Napa's inclusion in MCE, as well as those who are supportive, and/or undecided. Participation in the CLAG will be purely on a volunteer basis, open to all types of stakeholders, and positions are not appointed. Specific duties of the CLAG include:

- 1. Meet to advise on outreach. The primary purpose of the CLAG is to advise MCE in its customer outreach and marketing strategies. This group will provide valuable insight to MCE on community needs and help determine strategies for public engagement, outreach opportunities, and venues for reaching a broad cross-section of unincorporated Napa County.
- 2. Assist in drafting opt out notices. CLAG participant feedback will be incorporated into the notices.
- 3. Help organize and promote Town Hall-style meetings. These meetings will provide an additional venue for MCE and Napa Board of Supervisors to provide information and answer questions about the new energy choices available to residents and businesses.

Agricultural

The agricultural sector is by far the largest outreach group, and is represented by well-respected trade organizations with strong membership (e.g. the Napa Valley Vintners, the Napa Valley Grapegrowers, The Napa County Farm Bureau, etc.). Partnering with these trade organizations, both very experienced in communicating with this sector and trusted by it, will be an effective way to reach this sector. Partnering strategies include:

- 1. Public Presentations at meetings and events
- 2. Publicity in newsletters and on websites
- 3. Sponsorship and strategic event sponsorship
- 4. Potentially co-sponsoring public workshops

Hospitality/Tourism

As in the agricultural sector, many in the Hospitality/Tourism sector are represented by umbrella organizations (i.e. Chambers of Commerce, Visit Napa Valley, etc.). MCE will partner with these organizations to effectively reach this sector. Partnering strategies include:

- 1. Public Presentations at meetings and events
- 2. Publicity in newsletters and on websites

Foreign Language Speakers; English as a Second Language

MCE has a Spanish website, will provide Spanish printed informational materials, and also has Spanish speaking customer service specialists available through our call center. There are also call center translation options for Cantonese, Mandarin, Tagalog, Lao and Vietnamese.

- 1. Publicity through community based organizations that work with immigrants and seniors.
 - i. Public Presentations at meetings and events
 - ii. Publicity in newsletters and on websites
- 2. Direct outreach to farmworker housing centers.

Seniors

- 1. Publicity through community based organizations that work with seniors.
 - i. Public Presentations at meetings and events
 - ii. Publicity in newsletters and on websites
- 2. Public Presentations at senior citizen centers in unincorporated Napa County.

General Outreach Strategies

- 1. Outreach through community based organizations located in unincorporated Napa County, which work primarily in the unincorporated area, which are umbrella organization with a large reach in the unincorporated area, or which are sustainability focused organizations. A list will be composed based on input from the CLAG.
 - i. Public Presentations at meetings and events
 - ii. Publicity in newsletters and on websites
- 2. Tabling Community Events. MCE will participate in community events to distribute MCE information and literature. MCE will create a list based on input from the CLAG, again focusing on areas that target unincorporated Napa. These will include holiday parades, health fairs, and other venues that attract residents and businesses.
- 3. Presentations to Neighborhood Councils and Homeowners' Associations (especially around Napa and in unincorporated towns). While there are not many neighborhood groups, presenting to them where they exist and coincide with a

- cluster of accounts, is key. A short list has been generated based on account information and suggestions will be solicited from the CLAG.
- 4. Presentations at places of worship. A list has been generated based on account information and suggestions will be solicited from the CLAG.

MCE in Napa Webpage

MCE will create a webpage dedicated to the Napa enrollment and include the URL on customer outreach materials. The webpage will include the Napa enrollment timeline, information on the choices available to Napa customers including the choice to opt out, a calendar of community events where MCE will present, and local related news articles.

Mailed Notices

Opt out notices will be sent to every electricity customer in unincorporated Napa County, as required by California law. Specifically, California law requires that four such notices be sent; MCE will send five (as done in the past) as part of its effort to help energy customers make an informed decision. The CLAG will be consulted for feedback on the opt out notices. The notices will be printed in English and Spanish and include MCE's Terms and Conditions of Service and instructions for how to opt out and stay with PG&E's electricity supply. Three notices will be delivered before enrollment which is scheduled to occur for all customers between February 1, 2015 and February 28, 2015, depending on individual meter read dates. Customers will be transferred to MCE service on their regularly scheduled meter read date. Two additional notices will be mailed to customers after enrollment.

The printed notices will also include a referral to the website, which is available in Spanish and has Google translation options for other languages.

Napa Opt Out Notice Schedule:

Notice 1 (letter)

- Customer Group 1: November 2014
- Customer Group 2: November 2014

Notice 2 (letter)

- Customer Group 1: November 2014
- Customer Group 2: November 2014

Notice 3 (trifold brochure):

- Customer Group 1: December 2014
- Customer Group 2: December 2014

[FEBRUARY ENROLLMENT]

Notice 4 (trifold brochure):

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- Customer Group 1: February 2015
- Customer Group 2: March 2015

Notice 5 (trifold brochure):

- Customer Group 1: March 2015
- Customer Group 2: March 2015

Advertising

MCE further seeks to inform Unincorporated Napa ratepayers about community choice aggregation and the enrollment process via conventional advertising methods.

Media that targets Unincorporated Napa County

- Geographically targeted web based advertising
- Lake Berryessa News (electronic)
- Napa Valley Register (print)
- Billboards
- KVON 1440 AM Wine Country News Talk
- 99.3 FM The Vine
- Napa Public Television

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Outreach Lists

Agricultural Trade Organizations

- Napa Valley Grapegrowers
- Napa Valley Vintners
- Napa County Farm Bureau
- Winegrowers of Napa County
- Coombsville growers/vintners
- Oakville growers associations
- Howell Mountain Vintners & Growers Association
- Atlas Peak Appellation
- Stags Leap District Winegrowers
- Carneros Wine Alliance
- Mt. Veeder Appellation
- Rutherford Appellation
- Spring Mountain District Appellation
- Diamond Mountain District Appellation

Hospitality/Tourism Organizations

- Napa Chamber of Commerce
- Calistoga Chamber of Commerce
- St. Helena Chamber of Commerce
- Yountville Chamber of Commerce
- American Canyon Chamber of Commerce
- Pope Valley Chamber of Commerce
- Berryessa Chamber of Commerce
- Visit Napa Valley
- Tourism Improvement Districts

Latino Organizations

- Hispanic Chamber of Commerce
- Napa County Hispanic Network
- Napa NonProfits
- Puertas Abiertas
- Somos Napa
- Napa Valley Community Housing
- Fair Housing Napa Valley
- Upper Valley Family Center
- Clinic Ole

Senior Organizations

Healthy Aging Population Initiative

- Napa NonProfits
- Area Agency on Aging serving Napa and Solano Counties
- Rianda House Senior Activity Center

General Outreach Organizations

- Sustainable Napa County
- Thrive Napa Valley
- Sierra Club, Redwood Chapter/Napa Group
- US Green Building Council Napa Chapter
- Napa Valley Can Do
- Kiwanis Club of Napa and Greater Napa
- Calistoga Rotary
- St. Helena Rotary
- North Napa Rotary
- Napa Sunrise Rotary
- Rotary Club of Napa
- Water Districts
- Angwin Community Council
- Rutherford Grange
- Pope Valley Farm Center
- Volunteer Fire Stations

Homeowners Associations

- Park Washington
- Camino Orgua Condo
- The Highlands at Silverado
- Silverado Crest HOA
- R Ranch at the Lake Ranch
- Silverado Springs
- Vailima Estates
- Lakeview Estates Land
- Meadowood
- Zinfandel Lane
- Mapes Heights Mutual
- Central Villas Napa
- Atlas Peak Oaks
- Longhorn Ridge
- Next Door
- Any mobile home parks in unincorporated areas

Events to consider presence/sponsorship

• St. Helena Farmers Market

• Calistoga Farmers Market

Rootstock

• Napa Valley Turkey Trot

• Flavor! Napa Valley

NVFF

Napa on ICE

• Napa Chamber of Commerce Annual Event

• Napa Truffle Festival

• NCFB AITC Teacher Appreciation Wine Dinner

• Fruition Sciences 2014 Vintage Report Conference

• Calistoga Farmers Market

October 31, 2014

October – Nov. 9th, 2014

November 13, 2014

November 2014

November 19-23, 2014

November 12-16

Nov.-Jan. 2015

January 2015

January 2015

January 2015

January 21, 2015

Congregations

- St. Stephens Episcopal Church
- Angwin Village Church
- Shadhiliyya Sufi Center
- Holy Family Church
- Hillside Christian Center
- Pacific Union Seventh Day Adventist
- Carmelite House of Prayer
- The Church at Lake Berryessa
- Elmshaven Church
- Temple of the Divine Mother
- First Christian Church
- St. John's Lutheran Church

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General Outreach Timeline

October

- Request meetings with Napa County Supervisors for feedback and direction on community outreach plan and potential CLAG participants.
- Invite community leaders to join CLAG. Confirm CLAG meeting date and circulate draft outreach plan. Request input on the specific community groups.
- CLAG Meeting / feedback on outreach lists and opt out notices
- Develop MCE in Napa webpage (www.mceCleanEnergy.org/Napa)
- Contact community groups to present at their meetings and events in late October/early November
- Commence paid advertising campaign (October 25)

November

- Present to organizations and plan follow-up general outreach for late November/December/January
- Mail opt out notice 1 (letter)
- Mail opt out notice 2 (letter)

December

- First MCE and County hosted community workshop
- MCE/Organization partner events, newsletter announcements, website publicity
- Mail opt out notice 3 (trifold brochure):

January

- MCE/Organization partner events, newsletter announcements, website publicity
- CLAG meeting
- Paid advertising campaign ends

February

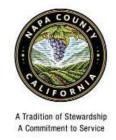
- Enroll customers
- Mail opt out notice 4 to first half of enrolled customers (trifold brochure)

March

- Second MCE and County hosted community workshops
- Mail opt out notice 4 to second half of enrolled customers (trifold brochure)
- Mail opt out notice 5 to first and second half of enrolled customers (trifold brochure)

Strengths	Challenges
 MCE's stable and affordable rates Generous Net Energy Metering program (a lot of interest from local businesses/homes with solar) Increased renewable energy supply Reduced greenhouse gas emissions Community choice 	 Targeting unincorporated areas specifically (the County said often people don't know if they are incorporated or not) Locating marketing and advertising opportunities that target unincorporated Napa
Opportunities	
 Overlap between target sectors Well organized trade organizations Already an emphasis on sustainability among target sectors Ability to offer tailored agricultural EE programs in the future (2016) Ability to target high-profile brands in the wine/grape growing industry 	





<ACCOUNT HOLDER NAME>
<ADDRESS 1>
<ADDRESS 2>
<CITY><STATE>><ZIP>

November 3, 2014

Your electric account(s) will be enrolled with MCE's low-cost, greener power in February 2015, unless you choose to opt out.

The Napa County Board of Supervisors have voted to join MCE, a not-for-profit, community-based organization partnering with PG&E to provide your electric service. With our low rates and cleaner energy, you can help clean up the environment within your budget!

We offer choices for 50-100% renewable energy from solar, wind, bioenergy, geothermal and hydroelectricity.

Aside from low rates and cleaner energy generation, not much will change. PG&E will still handle electric delivery, maintain the power lines, read your meter and send your monthly bill. Your bill will include charges for both PG&E electric delivery and MCE electric generation. You will never be double-billed for your service because MCE's generation charge will replace PG&E's.

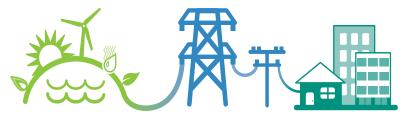
Here are the options you now have for your power supply, and how to make your choice!

1	Your Energy Choices MCE's Light Green 50% renewable energy	\rightarrow	How to Make Your Choice Do nothing and your account will be enrolled in February 2015
2	MCE's Deep Green 100% renewable energy A penny more per kilowatt-hour, or about \$4/month for the average home, gets you 100% renewable energy!	\rightarrow	Enroll online or by phone
3	PG&E's 22% renewable energy	\rightarrow	Opt out of MCE online or by phone

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

Sincerely,

Dawn Weisz MCE Executive Officer



RENEWABLE ENERGY

Electric Generation

MCE

SAME RELIABLE SERVICE

Electric Delivery

YOUR COMMUNITY CHOICE
A Greener Electric Option

PG&E YOU

MCE Terms and Conditions of Service

Rates

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

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

Billing

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

Enrollment

As a not-for-profit, community based organization, MCE will become the default electric generation provider in unincorporated Napa County in February 2015. California State Assembly Bill 117, passed and signed into law in 2002, requires that programs like MCE automatically enroll customers.

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

Opt Out

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

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

Failure to Pay

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

MCE is governed by a Board of Directors of elected officials from Marin County, Unincorporated Napa County and the Cities of Richmond and San Pablo. We're committed to protecting customer privacy. Learn more at www. mceCleanEnergy.org/privacy.



November 6, 2014

TO: Marin Clean Energy Board

FROM: Elizabeth Kelly, Legal Director

RE: Regulatory Update for October 2014 (Agenda Item #15)

Dear Board Members:

Executive Summary of Regulatory Affairs for October 2014

Below is a summary of the key activities at the California Public Utilities Commission (CPUC or Commission) and the California Independent System Operator (CAISO) for October 2014 impacting community choice aggregation and MCE.

IOU 2014-15 Energy Storage Procurement (A.14-02-006)

At the October 16 Voting Meeting, the CPUC approved its Decision to approve the Investor Owned Utilities' (IOU) proposals for Energy Storage procurement for the 2014-2015 biennial period. The Decision by the CPUC allows IOUs, such as PG&E, to use of the Power Charge Indifference Adjustment (PCIA) to recover above market stranded costs of storage. This is problematic for CCA since it could increase the cost of "exit fees" to CCA customers. On a positive note, the Commission, however, did assign the burden of proof to the IOUs to prove, on a case-by-case basis for each Energy Storage resource, that use of the PCIA is necessary.

The Decision directs the IOUs to present a Joint IOU Proposal addressing revisions to the PCIA methodology necessary to include Energy Storage costs that will then be considered through an Application process before the Commission. In drafting this Joint IOU Proposal, the utilities are directed to consult with CCAs and Direct Access providers on possible methodology prior to filing the proposal with the Commission for formal consideration.

2014 Long-Term Procurement Planning (LTPP) (R.13-12-010)

On October 3 MCE served the written response of the Board of Directors to the Commission regarding the recently issued CPUC Policy and Planning Division's (PPD) White Paper report on the Cost Allocation Mechanism (CAM). This letter delineated CCA-specific jurisdictional boundaries that exist and explain why the proposed solution

within the White Paper is unworkable as presented. MCE staff is working with CPUC staff to explore alternative workable solutions to resolving the existing issues with CAM.

2015 Energy Efficiency & Rolling Portfolios (EE) (R.13-11-005)

This month, the CPUC recently voted out its Decision on MCE's 2015 Energy Efficiency Program. MCE had sought the ability to use both electricity and gas funds in order to run comprehensive energy efficiency programs. The recent Decision allows MCE to operate these comprehensive programs, similar to the local government Regional Energy Networks (RENs). PG&E has been directed to enter into a contract with MCE to provide gas funding for MCE's programs.

Development of Distribution Resource Plans (DRP) (R.14-08-013)

MCE provided responses to comments made by a number of other parties regarding the Commission's pending developing of the Distribution Resource Plan (DRPs) for each IOU. MCE advocated: (1) competitively neutral integration and valuation of Distributed Energy Resources (DERs); (2) the transparency of information relating to DER adoption (3) coordination between DER adoption and ongoing IOU planning processes before the Commission; and (4) coordination of DER adoption with other State programs and objectives.

CAISO Load Granularity Refinements (LGR)

The CAISO is currently evaluating load granularity refinements within the CAISO balancing authority. Load granularity in this context means that instead of energy having at three Load Aggregation Points (LAPs), energy bidding points would be further disaggregated. For example, under a more granular system, there could be a different price for energy in San Francisco than in Stockton. This means that CCA could be more or less cost-effective in certain areas of the state.

In MCE's comments regarding potential load granularity refinements, we raised concerns regarding the possible adverse impacts that LGR could have on existing and potential CCAs across the state. MCE also recommended that the CAISO exercise caution and work closely with the CPUC on the potential implementation of load granularity refinements across the CAISO's jurisdiction.