Board of Directors Meeting
Wednesday, June 21, 2017
6:00 pm
City of Hayward Council Chambers
777 B Street, Hayward, CA

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact Bruce Jensen, Senior Planner at the County of Alameda, at least 2 working days before the meeting at (510) 670-5400 or Bruce.jensen@acgov.org.

If you have anything that you wish to be distributed to the Board please hand it to a member of EBCE staff who will distribute the information to the Board members and other staff.

1. Welcome & Roll Call

2. Public Comment
   This item is reserved for persons wishing to address the Board on any EBCE-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the Board are customarily limited to two minutes per speaker, but an extension can be provided at the discretion of the Chair.

CONSENT AGENDA

3. Approval of Minutes from June 7, 2017 Board Meeting

REGULAR AGENDA

4. County Staff update
   a) Contra Costa Outreach - City of San Ramon
   b) Local Development Business Plan - Stakeholder Meetings
   c) Community Advisory Committee Update
   d) Summer Board Meeting Schedule

5. Board Policy Discussion re: Implementation Plan Elements
6. **Local Power Project Presentations**  
   - Clenera (Solar)  
   - SunWalker Energy (Solar)  
   - Salka Energy (Wind)

7. **Approval of Resolution Appointing a Chief Executive Officer of the EBCE and Authorizing Staff and Chair to Negotiate and Execute Employment Agreement**

8. **Board Member and Staff Announcements**

9. **Adjournment** – to July 19, 2017
Board of Directors Meeting  
Wednesday, June 7, 2017  
6:00 pm  
Castro Valley Library  
3600 Norbridge Ave.  
Castro Valley, CA

SUMMARY MINUTES

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1. Welcome & Roll Call

   CLOSED SESSION: Public Employee Appointment, Chief Executive Officer  
   (Government Code § 54957(b))

   No reportable action taken in Closed session.

2. Public Comment

   This item is reserved for persons wishing to address the Board on any EBCE-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the Board are customarily limited to two minutes per speaker, but an extension can be provided at the discretion of the Chair.

   Kevin White – spoke regarding Sunwalker Energy services, current projects, local labor and the importance of the local economy.

   Richard Hart – spoke regarding the need to understand customer needs, Community Choice Aggregation and recommended that the Board appoint a business advisory committee.
Josie Camacho – Thanked the Board of Directors for their work, suggested that staff reach out to Laptop stakeholder

Victor Uno – Spoke regarding the need to engage labor and community groups.

Jessica Tovar – Spoke regarding the inclusion of unions and the community. Ms. Tovar also shared that the Clean Energy Alliance will be hosting an “Everything you wanted to know about going solar” informational meeting on

CONSENT AGENDA

3. Approval of Minutes from May 17, 2017 Board Meeting
   Attachment

   Director Pilch motioned to approve the May 17, 2017 minutes. Vice-Chair Kalb seconded the motion which carried 11/0; Excused: Director Ellis

REGULAR AGENDA

4. County Staff update
   a) Data Management/Call Center RFP

   Staff issued a new RFP for Data Management and Call Center Services on Thursday, 6/1/17. The RFP incorporates Alameda County Small Loan and Emerging Business (SLEB) requirements and the submission period will close on Thursday, 6/22/17. Staff expects to present a contract for Data Management and Call Center Services to the Board in August.

   b) Contra Costa County Outreach – City of San Ramon

   Under direction of the EBCE Board, staff has minimized efforts to attract Contra Costa County (CCC) jurisdictions and will provide the Board with future CCC meeting information.

   The City of San Ramon has indicated an interested in hearing the EBCE presentation prior to their jurisdiction making a decision on their community energy program. Staff is available to attend the City of San Ramon City Council meeting on Tuesday, 6/13/17 and will coordinate with interested Board members. Staff will report on the results of the presentation.
**c) Local Development Business Plan (LDBP)**

ALH Urban & Regional Economics (ALH; Principal: Amy Herman; Location: Berkeley) has started work on the LDBP with preliminary work products and a draft plan expected mid-summer and a final due in the fall.

Staff and consultants will host stake holder meetings and focus groups at the Alameda County Training and Education Center during the week of June 12 - 16, 2017 to collect input from stakeholders, local agencies, organizations and land owners on various topics relating to the development of the LDBP. EBCE Board Members will also have the opportunity to meet individually with the consultant team. Invitations to Board Members were sent the week of 5/22/17 and the registration deadline has been extended to 6/9/17.

Beginning in July the consultant team will begin providing periodic updates to the EBCE Board. ALH will also begin coordinating with other EBCE consultant teams.

**Attachment**

5. **Approval of Program Implementation Support Contract with LEAN Energy US**

**Attachment**

Approve the following recommendations:

A. Approve an extension to the professional services agreement with Lean Energy US (Principal: Shawn Marshall; Location: Mill Valley) to assist county staff and provide subject matter expertise for EBCE implementation and program maintenance; and

B. Adopt Resolution EBCE R-2017-06 authorizing the Chair to extend the professional service agreement with Lean Energy US (Principal: Shawn Marshall; Location: Mill Valley) for the period of 7/1/17 - 5/31/18, in an amount not to exceed $110,000

Director Mendall motioned to approve an extension to the professional services agreement with Lean Energy, US and adopt Resolution EBCE R-2017-06. Director Hahn seconded the motion which carried 11/0; Excused: Director Ellis

Resolution: EBCE R-2017-06
Contract: EBCE C-2017-3
6. Approval of Human Resources Support Contract with Koff & Associates

Attachment

Recommendation:

Adopt Resolution EBCE R-2017-07 authorizing the Chair to execute a professional services agreement with Koff & Associates (Principal: ; Location: Berkeley) to provide recruitment and human resource services to EBCE, for the period of 6/8/17 – 12/8/17, in an amount not to exceed $50,000.

Director Hahn motioned to adopt Resolution EBCE R-2017-07. Director Spedowfski seconded the motion which carried 11/0; Excused: Director Ellis.

Resolution: EBCE-2017-07
Contract: EBCE C-2017-4

7. Appointment of Community Advisory Committee Members (CAC)

Attachment

Approve the following recommendations:
A. Accept the recommendation of the Ad Hoc CAC Selection Committee and approve the appointment of:
   a. Rev. Ken Chambers, West Side Missionary Baptist Church, Oakland;
   b. Anne Olivia Eldred, California Nurses Assoc./ National Nurses United, Oakland;
   c. Nick Gigliotti, IBEW 595 - JATC Alameda County, Pleasanton;
   d. Cynthia Landry, SEIU Local 1021, Oakland;
   e. Megan O’Neil, Local Clean Energy Alliance, Oakland;
   f. Monica Padilla, Environmental/Energy Advocate and Ratepayer, Fremont;
   g. Kenneth Platt, Borrego Solar, San Lorenzo;
   h. Subin Varghese, Sustainable Economics Law Center, Fremont resident;
   i. Chuck Rames, Environmental Advocate and Clean Energy Business, Castro Valley;

B. Direct staff to coordinate the first CAC meeting; and

C. Direct the CAC members, at their first meeting, to choose which three of the nine members shall serve an initial 2-year term as required by the EBCE Joint Powers Agreement, Section 4.9.

Director Hahn motioned to accept the Ad Hoc CAC Selection Committee recommendation, directed staff to coordinate with the CAC and directed CAC members to select three members to serve an initial 2-year term. Director Mendall seconded the motion which carried 11/0; Excused Director Ellis.
8. Board Policy Discussion re: Implementation Plan Elements

Attachment

Recommendation:

A. Accept the Staff memorandum and slide presentation from EES/ RS2 Energy;
B. Take public comments on the presentation and policy; and
C. Make policy decisions as follows:
   a. Organizational Structure: launch EBCE with lean staffing and support from consultants where needed;
   b. Rate Design: Rate structures for EBCE should match those of PG&E;
   c. Program Offerings: Launch EBCE with minimal program offerings;
   d. Finance: Emphasize build-up of cash-reserves and pay off debt in early years; and
   e. Long-Term: Transition to more investment in these areas as program matures and builds reserves

Continued to Wednesday, 6/21/17

9. Board Member and Staff Announcements

Director Pilch inquired on the use of second alternates and informed the Board that the city of Albany will be absent from the next meeting.

10. Adjournment – to June 21, 2017 (City of Hayward Council Chambers)
Staff Report Item 4

TO:        East Bay Community Energy Board of Directors
FROM:     Bruce Jensen, Alameda County Community Development Agency (CDA)
SUBJECT:  Informational Item – County Staff Updates
DATE:     June 21, 2017

Staff Recommendation
Accept staff reports on update items below.

Discussion & Analysis

A. Outreach to Contra Costa County – City of San Ramon

As reported last meeting, the efforts to recruit cities from Contra Costa County has not been very successful, with nearly all of the cities in Contra Costa County (including the County itself) having opted to go with MCE. As there was some interest from the City of San Ramon to look into EBCE, staff attended a City Council meeting on June 13th and presented on EBCE. After discussion and public input, the Council directed their staff to explore MCE as an option, but wanted to do two to three weeks of public outreach before finalizing their decision. Positive remarks were made about EBCE in that we are entering the energy markets at a very good time, possibly resulting in better rates as compared to MCE, but ultimately MCE’s track record, existing credit/reserves and testimony from other Contra Costa cities already enrolled with MCE led the Council to recommend MCE as their choice.

Given this outcome, staff is recommending the EBCE Board direct its staff to conclude its efforts to recruit CCC jurisdictions into EBCE, and to shift those resources to focus fully on EBCE launch.

B. Local Development Business Plan (LDBP) – Stakeholder Meeting

The LDBP consultant team hosted a series of meetings June 12-16th to get input from a wide range of individuals and organizations working in the local renewable industry. County staff has attended a few of the events and there seems to be quite a bit of interest and excitement about the
deliverables of the plan, especially the solar siting study. One theme that has emerged is focused on how to best deliver the promise of local renewable energy in a way that is expedient and cost effective, so the EBCE can enjoy the multiple benefits of distributed energy resources (DER) while maintaining competitive consumer rates. It’s been recognized that to ensure the success of the LDBP, more coordination amongst the multiple consultant teams is critical at this early stage of the CCA formation so that their efforts can inform each other, and the focus on EBCE’s guiding principles is maintained. A draft LDBP is expected towards the end of summer 2017.

C. Community Advisory Committee (CAC)

The CAC members were appointed at the Board meeting on June 7, 2017. It is anticipated that the CAC will have its inaugural meeting after the July 4th holiday. As of this writing, staff has been polling members to schedule the first meeting and will update the Board when the date and location is established.

D. Summer Board Meeting Schedule

Since many Councils and Boards often go on recess during the month of August, staff would like to know whether a quorum of the EBCE Board will be available on August 2nd and/or August 16th to take action on the Data Management and Call Center contract and approval of the EBCE Implementation Plan.
Staff Report Item 5

TO: East Bay Community Energy Board of Directors

FROM: Bruce Jensen, Alameda County Community Development Agency
       Gary Saleba, President, EES Consulting, Inc.
       Ryan Ramos, President RS2 Energy

SUBJECT: EBCE Implementation Plan Discussion #1– Board Direction, Timing and Process

DATE: June 21, 2017

______________________________________________________________________________

Recommendation(s)

1. Accept report and approve Implementation Plan approach and timeline
2. Provide feedback and direction on core content items as follows:
   a. Governance
   b. Administration and Finance
   c. Financing Plan
   d. Rate Design and Process
   e. Customer Enrollment/Phase In Strategy
   f. Power Product Offerings and Clean Power Targets
   g. Complementary Energy Programs
3. Direct EES/RS2 to prepare a three-year operating budget to get initial feedback from the Board on power supply issues, rate discounts, financial plan, and near-term energy programs. This budget will also be used later to guide risk management and financial decisions.

Background
Development and certification of an Implementation Plan (Plan) is a requirement of Public Utilities Code, Section 366.2(c)(3) that provides detail regarding the process and plans for a new CCA program proposed in a certain service territory. It is primarily a compliance filing that must be considered and adopted by the Board at a public hearing and certified by the California Public Utilities Commission (CPUC) before a CCA program can begin serving customers.
The Plan is NOT a detailed business plan, strategic plan or integrated resource plan, and can be amended if the CCA operations expand to include other communities and/or other material changes. As such, the Plan describes initial operational features of EBCE; the Plan is not required to include specific information on power supply contracts or an enumeration of all CCA programs, since these will be developed over time as EBCE matures. The Plan should, however, include program goals and power supply targets related to renewable and greenhouse gas free content, address EBCE administration and governance issues, discuss EBCE’s procurement approach and customer enrollment plan, and provide a list of possible programs that EBCE will consider upon completion of its local development business plan and financial analysis, subject to Board approval.

**Development of Plan Content/Recommendations:**

To date, the CPUC has certified eight implementation plans, all of which generally follow similar structure and content. It is recommended that EBCE not “reinvent the wheel” and follow the lead of other successfully certified plans while highlighting features that are unique to EBCE.

There are a number of elements within the Plan that require feedback and direction from the EBCE Board. Some of these items are administrative in nature, and others are related to EBCE’s plans and targets with respect to customer rates, power supply, renewable content, greenhouse gas reductions and local energy programs.

Over the course of the next two EBCE Board meetings, staff and consultants will be seeking direction from the Board in the following key areas. Except as noted, this Board direction is needed to complete the Plan. *Notes providing context and staff/consultant recommendations are provided in italics under each sub category:*

**1. Governance Matters**

   a. Statement of intent and EBCE program goals (included in the JPA Agreement)
   b. Proposed service territory (established by membership in JPA)
   c. Termination of the JPA (included in the JPA Agreement)

   **Recommendation:** Use the adopted EBCE JPA Agreement as the basis for above-referenced information.

**2. Administrative and Finance Matters**

   a. EBCE’s proposed staffing structure
   b. Whether and how much to charge for administrative exit fees post enrollment
   c. EBCE’s source of start-up capital and financing plan
Recommendations:

2 a. Review sample organization chart from operational CCAs (see attachment A) and develop a customized but similar staffing framework for use in the Plan. Recommend launching EBCE with CEO, 5-10 initial staff members and consultant support. As the program matures, bring operational functions in-house and add staff commensurately.

2 b. Review per-account administrative exit fee practices of other CCAs (see Attachment B). Recommend following PCE and RCEA’s practice of waiving per account admin fees for up to one year post-enrollment and imposing modest fees thereafter. Follow the language of the JPA Agreement related to stranded costs in the event that an entire community leaves EBCE service.

2 c. Include required information regarding the County’s start-up loan, repayment terms and plans for initial working capital.

3. Tariff Structure and Rate Design

a. Whether EBCE will match (or not) PGE’s current tariff structure
b. Desired rate savings for default product offering (i.e. % discount from PG&E generation rates)
c. Ratesetting public process including net energy metering and feed-in tariffs

Recommendations:

3 a. As is the practice of all other operating CCAs, recommend initially matching PG&E’s rate/tariff structure to ensure easy customer comparison between EBCE and PG&E rates. Consider language that allows EBCE to introduce specialized tariff design to better serve the needs of specific customers (e.g. large commercial accounts) that may require different incentives to remain with EBCE and engage in its programs.

3 b. Review generation rate discounts offered by other CCAs and consider in the context of overall customer savings, community and environmental goals; Recommend targeting a generation rate discount below PG&E generation rates (for example between 2-5%) pending market conditions, renewable/carbon free content targets, and upcoming budget analysis.

3 c. Describe ratesetting process and indicate inclusion of Net Energy Metering (NEM) rates plus other appropriate rate forums.


a. Enrollment by customer class and/or municipality
b. Number of accounts and projected load forecast by phase
c. Proposed number of phases (e.g. 2 or 3) and projected timing of each
Recommendations:

4 a. Review recent enrollment strategies of other Bay Area CCAs; study the economics and logistics of two possible enrollment strategies consisting of 3 phases:

Option A:

Phase 1 - All municipal and county accounts
Phase 2 – All commercial and industrial accounts
Phase 3 – All residential accounts and any remaining customer classes

Option B:

Phase 1 - All municipal/county accounts plus small commercial accounts
Phase 2 - Large commercial and industrial accounts plus some percentage of residential accounts
Phase 3 - Remaining residential accounts and any remaining customer classes

Consider allowing customers to become “early adopters” by voluntarily enrolling at any time once EBCE commences service.

4 b. Provide estimated number of accounts and commensurate load projections for each phase as directed by the Board at the July 19 Board meeting.

4 c. Due to the large number of accounts and load size of EBCE, staff and consultants recommend Phase 1 launch occurring in April/May 2018. The timing of each subsequent phase will occur 4-6 months afterwards depending on program economics, credit availability, energy market conditions, organizational capacity and billing accuracy of PG&E. The time between phases could also be shortened based on PG&E billing performance.

5. Power Product Offerings and Clean Power Targets

a. Determine number of product options (i.e. Default voluntary 100% renewable options)
b. Determine order of priority and renewable/GHG-free content targets
c. Discuss potential use of unbundled RECs
d. Outline procurement approach - initial (Phase 1) procurement and longer term (Phase 2 and beyond) plans
e. Include local power preference subject to contract terms, cost and timing parameters

Recommendations:

5 a. Consider practices of other CCAs. Recommend starting with 2 product options – 1) a default product that would be priced equal to or below PG&E and offers better clean power attributes, and 2) a voluntary “opt-up” product that would be 100% carbon free and/or 100% renewable and offered at prices determined by subsequent power supply offers.
Consider including the option for whole communities to be enrolled in 100% renewable product subject to resolution by the City Council or Board of Supervisors of that jurisdiction.

5 b. Consider practices of other CCAs as well as current supply pricing; Recommend placing priority on carbon-free resources (to achieve greater carbon reduction) followed by renewables. Consider how this impacts power portfolio, customer messaging and costs.

5 c. Recommend including language from JPA Agreement regarding EBCE’s policy on category 3 RECs.

5 d. Review approach to this section in other Implementation Plans; Recommend issuing an RFP for power supply management and CAISO scheduler/dispatcher as well as an RFP for power supply in Fall 2017. These initial service contracts would be in place for 2 years to get EBCE started. RFPs for phase 2 and 3 power supply would be issued upon completion of the local development business plan and integrated resource planning, soon after the commencement of EBCE operations.

5 e. Recommend including a reference to EBCE’s local development business plan and its goal to include/develop as much local power for its power supply portfolio as is financially feasible. Specific projects and sites are not required for the Plan.

6. Energy Programs

a. Include a list of programs that EBCE plans to implement informed by the Local Development Business Plan. These programs would include things like: net energy metering (NEM), feed in tariffs, energy efficiency, electric vehicle incentives, demand response, energy storage projects and distributed energy resources.

Recommendations:

Consider how this section has been handled in other Implementation Plans. Recommend including a discussion of a range of possible programs that EBCE may implement over time.

Recommend that at the outset, EBCE focus on its NEM and Feed in Tariff offerings and build from there based on findings in the Local Development Business Plan and financial capability. Specific projects and timelines for each program are not required for the Implementation Plan.

7. Risk Management (not needed for Implementation Plan but for future discussion)

EBCE needs to develop a risk management policies. These policies are NOT needed for the Plan but direction from the Chief Executive Officer and Board will be needed at some time in the near future (2-3 months).

a. Power Supply – EBCE will need policy direction on its power purchase portfolio. Direction in short-term vs. long-term contract terms, local vs. regional renewables, fixed vs. market pricing alternatives, and fixed delivery vs. variable will be needed.

b. Financial – EBCE will need policy direction on various financial metrics to include what amount of financial reserves are needed and how quickly should they be
accrued, how much debt vs. cash should be used to finance new projects, should a line of credit be pursued by EBCE, and how much power supply purchasing authority should be given to EBCE staff.

Again, the resolution of these risk management issues is not needed for the Implementation Plan but will need CEO and Board consideration well before launch.

**Proposed Timing and Approach:**

Staff is recommending that the Implementation Plan be prepared in five steps

1) Follow the lead of other successfully certified implementation plans to assure timely certification by the CPUC
2) June 21 Board meeting – Discussion # 1: Review overall Plan content and solicit Board and public feedback on above referenced matters
3) July 19 Board meeting – Discussion # 2: Present initial 3-year operating budget as backdrop for power supply and local program discussions; finalize direction regarding power supply options, renewable and GHG free content, customer phasing, and any other remaining items relevant to the Plan. Other policy issues such as risk management will be discussed as time allows but may be continued to subsequent Board meetings.
4) August 2 Board meeting – Present draft Plan for Board approval
5) Week of August 7 – Submit approved Plan to CPUC for 90-day review and certification.

**Practices of Operational CCAs**

Please see Attachment B for a comparison of implementation plan elements from other operational CCAs.

**Fiscal Impact**

The cost to develop Implementation Plan estimated at $14,800 which is included in the EBCE implementation budget.

Attachments:
Attachment A: Sample CCE Staffing Chart
Attachment B: Operational CCA Comparison Matrix
Attachment A: Sample CCA Organization Chart

The following is a common framework for CCA staffing that has been used in previous implementation plans. It will be tailored to reflect the particular needs and priorities of EBCE as the Agency evolves and matures.
## Attachment B: Implementation Plan Elements – Examples from Operational CCAs

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<th>SVCE</th>
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** Many CCAs aim to put a larger amount of money away in the first few years to handle start-up debt repayment and build credit capacity; reserves accumulate more slowly thereafter.
Staff Report Item 6

TO: East Bay Community Energy Board of Directors
FROM: Bruce Jensen, Alameda County Community Development Agency (CDA)
SUBJECT: Presentations by Local Renewable Power Providers
DATE: June 21, 2017

Staff Recommendation
Accept staff report and hear presentations about local renewable energy projects.

Background/Discussion

Over the past several months, the Alameda County Planning Department has been meeting with both existing and prospective permit holders with power projects in Alameda County (both wind and solar). These energy developers are very interested in developing their projects (and possibly additional projects) and entering into power contracts with EBCE. These projects are in Alameda County, (mostly in the eastern rural portion of the county) and the EBCE Board will hopefully view this as a positive sign that the EBCE launch could include one or more sizeable local projects with the associated local benefits, pending contract terms, timing, and cost of power negotiations.

Planning staff wants the EBCE Board to be aware of these projects while the developers are going through the County permitting process, both to learn more about the projects and the companies involved, as well as understand how projects such as these might interface with EBCE’s upcoming power procurement process. As such, staff agendized these projects for a brief presentation allowing time for questions and answers. The presenting companies are:

Clenera (solar) – Jared McKee, Director of Business Development
SunWalker Energy (solar) - Kevin White, Managing Director
Salka (wind) – Jiddu Tapia, Chief Executive Officer

Each developer has their own timeline that may or may not align with EBCE’s anticipated energy procurement schedule and Implementation Plan certification by the CPUC. The EBCE Board may consider the importance of taking steps to secure these local renewable projects for future EBCE energy procurement and may provide staff direction, if necessary.
Staff Report Item 7

TO: East Bay Community Energy Board of Directors

FROM: Board of Directors Chief Executive Officer Selection Ad-Hoc Committee

SUBJECT: Employment Agreement with Chief Executive Officer

DATE: June 21, 2017

Recommendation

Approval of Resolution EBCE 2017- 8 (Attachment A) Appointing Nicolas Chaset as Chief Executive Officer of the EBCE and Authorizing the Chair to Execute an Employment Agreement between EBCE and Nicolas Chaset.

Background

The EBCE Authority became effective December 1, 2016, and its staff is currently composed of a combination of Alameda County staff and consultant support under the direction of its Board. The Board directed staff to begin the task of hiring EBCE staff to perform the work as part of its development of its operational capacity. In March 2017, the Board of Directors created an Ad-Hoc subcommittee to recommend the selection of a Chief Executive Office and negotiate an employment agreement. Subsequently, staff began the recruitment of the Chief Executive Officer (CEO) and on June 12th the subcommittee completed the final interviews.

Analysis & Discussion

The Ad-Hoc CEO selection Committee recommends to the Board the appointment of Nicolas Chaset as its Chief Executive Officer by means of an employment agreement (Attachment B). Mr. Chaset’s resume (Attachment C) illustrates his extensive knowledge of the utility industry and the public sector.

The Committee recommends that Mr. Chaset be hired as an employee of EBCE through an Employment Agreement. The terms outlined in the Employment Agreement were benchmarked across operational CCE’s and the Bay Area public sector agency executive leadership positions. For reference, attached is the salary survey prepared by the County of Santa Cruz Human Resources Department for their interim CEO search (Attachment D).
The Employment Agreement will provide Mr. Chaset an annual salary of $240,000. In addition, the Agreement provides paid medical benefits through COBRA (until an EBCE medical insurance program is in place), EBCE matching contribution of 50% to 401(a) plan, 120 hours of paid time off, severance and a $350/month transportation allowance. The two-year agreement also details a timeline for the CEO’s performance review at program launch and annually thereafter.

Attachment 7A – Resolution EBCE 2017-8
Attachment 7B – Employment Agreement
Attachment 7C – Nicolas Chaset’s Resume
Attachment 7D – CEO Salaries for Non-Profit Power Companies
RESOLUTION EBCE R-2017-8

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY
APPOINTING A CHIEF EXECUTIVE OFFICER AND
APPROVING AN EMPLOYMENT AGREEMENT
BETWEEN THE EAST BAY COMMUNITY ENERGY
AUTHORITY AND NICOLAS CHASET

THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The County Board of Supervisors and the City Councils of eleven cities in Alameda County, namely the City of Albany, the City of Berkeley, the City of Dublin, the City of Emeryville, the City of Fremont, the City of Hayward, the City of Livermore, the City of Oakland, the City of Piedmont, the City of San Leandro, and the City of Union City (respectively, “Participant City”; or collectively, “Participant Cities”), adopted ordinances authorizing the implementation of a Community Choice Aggregation Program (“CCA Program”) to be operated by EBCE, pursuant to California Public Utilities Code Section 366.2(c)(12).

Section 2. On December 1, 2016, the Participant Cities and County entered into an East Bay Community Energy Authority Joint Powers Agreement (the “JPA Agreement”) pursuant to the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (the “Act”) to operate and administer the CCA Program.

Section 3. Section 4.10 of the JPA Agreement provides that the EBCE Board shall appoint a Chief Executive Officer (“CEO”) for the EBCE, who shall be responsible for the day-to-day operation and management of the EBCE and the CCA Program, and provides for the powers and authority of the CEO.

Section 4. Nicolas Chaset possesses the skill, experience, ability, background and knowledge to perform the duties of the CEO of EBCE.

Section 5. The Board hereby appoints Nicolas Chaset as its Chief Executive Officer pursuant to the terms provided by the Employment Agreement for Chief Executive Officer.

Section 6. The Chair of the Board is directed to execute the Employment Agreement for Chief Executive Officer with Nicolas Chaset, in substantially the form attached to the Agenda Report, with any nonsubstantive revisions approved by the Chair and General Counsel, that accompanied this Resolution, on behalf of the EBCE, and is authorized to take all other actions necessary to implement the Agreement.
ADOPTED AND APPROVED this 21st day of June, 2017.

Scott Haggerty, Chair

ATTEST:

Stephanie Cabrera, Secretary
EMPLOYMENT AGREEMENT FOR CHIEF EXECUTIVE OFFICER

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the East Bay Community Energy Authority, also known as “East Bay Community Energy,” (“EBCE”) and Nicolas Chaset, an individual (“EMPLOYEE”). EBCE and EMPLOYEE are sometimes collectively referred to herein as the “PARTIES.” For identification purposes, this Agreement is dated June 21, 2017.

RECITALS

This Employment Agreement is entered into on the basis of the following facts, understandings and intentions of the PARTIES:

A. The County Board of Supervisors and the City Councils of eleven cities in Alameda County, namely the City of Albany, the City of Berkeley, the City of Dublin, the City of Emeryville, the City of Fremont, the City of Hayward, the City of Livermore, the City of Oakland, the City of Piedmont, the City of San Leandro, and the City of Union City (respectively, “Participant City”; or collectively, “Participant Cities”), adopted ordinances authorizing the implementation of a Community Choice Aggregation Program (“CCA Program”) to be operated by EBCE, pursuant to California Public Utilities Code Section 366.2(c)(12).

B. On December 1, 2016, the Participant Cities and County entered into an East Bay Community Energy Authority Joint Powers Agreement (the “JPA Agreement”) pursuant to the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (the “Act”) to operate and administer the CCA Program.

C. Section 4.10 of the JPA Agreement provides that the EBCE Board shall appoint a Chief Executive Officer (“CEO”) for the EBCE, who shall be responsible for the day-to-day operation and management of the EBCE and the CCA Program, and provides for the powers and authority of the CEO.

D. EMPLOYEE possesses the skill, experience, ability, background and knowledge to perform the duties and services provided by this Agreement as the CEO of EBCE.

E. EBCE desires to appoint and employ EMPLOYEE as its Chief Executive Officer on the terms provided by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual promises and conditions in this Agreement, it is agreed as follows:

1. Incorporation of Recitals. The foregoing Recitals, and each of them, are incorporated herein as though set forth in full.

2. Duties and Authority. EBCE shall employ EMPLOYEE as the Chief Executive Officer of EBCE, with the full power and authority to perform all of the duties of the Chief Executive
3. **Restrictions on Outside Business Activities and Conflicts.** During his employment, EMPLOYEE shall devote his full energies, interest, abilities, and productive time to the performance of the Agreement and shall not, without EBCE’s prior written consent, tender to others services of any kind for compensation, or engage in any other business activity. In addition, EMPLOYEE shall not engage in any activity, for compensation or otherwise, that would interfere or conflict with the performance of his duties under this Agreement, including activities that may reasonably be expected to conflict with the Chief Executive Officer’s duties. Without limitation to the foregoing, a conflict includes, but is not limited to, a conflict of interest under the California Political Reform Act, Government Code § 1090 or other state or federal laws.

4. **Term.** Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be for two years, commencing on the date EMPLOYEE actually reports for work and assumes duties of Chief Executive Officer. In the event this does not occur by August 14, 2017, this agreement shall be considered null and void, unless the PARTIES mutually agree to a later start date.

5. **Salary.** Effective on the commencement of employment, EBCE shall pay EMPLOYEE an annual salary of $240,000, prorated and paid on EBCE’s normal paydays, subject to legally permissible or required deductions. EMPLOYEE’s salary is compensation for all hours worked and for all services under this Agreement. EMPLOYEE shall be exempt from overtime pay provisions of California law (if any) and federal law. EMPLOYEE’s salary may be adjusted periodically to reflect cost of living increases and merit increases.

6. **Evaluation of Performance.** The Board shall evaluate the performance of EMPLOYEE at or about the time of program launch and at each annual anniversary thereafter. Evaluations may be conducted more often at the Board’s discretion. EMPLOYEE will request and schedule the minimum required evaluations as appropriate under the EBCE’s agenda procedures or as otherwise directed by the Board.

7. **Benefits.** During the Term of this Agreement, EMPLOYEE shall be entitled to participate in any group insurance plan (including medical, dental, vision, life and disability), retirement program or similar plan or program of EBCE established by the Board during the term of this Agreement to the extent EMPLOYEE is eligible under its provisions. In the event EBCE establishes a separate benefit program for executive and management employees, EMPLOYEE shall be entitled to participate only in such benefit program. EBCE may establish additional benefit programs and may modify, reduce or eliminate any benefit plan or program in its discretion, in accordance with applicable law. In addition, EMPLOYEE shall be entitled to the following benefits:

   a. **Transition Health Benefit.** EBCE will reimburse Employee for the full COBRA premiums EMPLOYEE pays to maintain group health coverage for himself and eligible family members until EBCE establishes its own medical insurance program. This transition health benefit will end as soon as EBCE
establishes group health coverage for which EMPLOYEE is eligible, regardless of the terms or whether it duplicates the coverage EMPLOYEE has under COBRA with his prior employer. It will also end in the event EMPLOYEE becomes ineligible for coverage under COBRA with his prior employer.

b. **Vacation.** EMPLOYEE will accrue vacation leave at the rate of 120 hours (3 weeks) annually, prorated and credited each pay period. EMPLOYEE may accrue vacation to a limit of 1.5 times the annual accrual. Once EMPLOYEE reaches the maximum accrual limit he will not accrue any additional vacation time until his accrued balance falls below the maximum limit. Except as otherwise provided in this Agreement, vacation leave shall be subject to any EBCE vacation policy applicable to employees generally.

c. **Sick Leave.** EMPLOYEE shall be entitled to sick leave in the amount of one day per month, a total of 96 hours annually, prorated and credited each pay period. Except as otherwise provided in this Agreement, sick leave shall be subject to any EBCE sick leave policy applicable to full-time employees generally. This benefit will be interpreted and applied consistent with the minimum requirements of California law requiring paid sick leave.

d. **Holiday Leave.** EMPLOYEE shall be entitled to the following paid holidays: New Year’s Day, Martin Luther King Jr.'s Birthday, Lincoln’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving, Friday after Thanksgiving, Christmas Day. In the event a holiday falls on a weekend or another question arises in the administration of a holiday, the holiday will be administered in a manner similar to the benefit applied to executives in Alameda County until such time as EBCE adopts its own holiday policy applicable to employees generally. In addition, on July 1 of each year, EMPLOYEE will be credited with four floating holidays for use during the year from July 1 – June 30. EMPLOYEE must be employed on July 1 to be eligible to receive any floating holidays, floating holidays are not prorated.

e. **Retirement.** EMPLOYEE will be eligible to participate in any public retirement program or similar plan for which EBCE employees become eligible to participate. Until the time that an agreement for participation in such a program or plan is established, EBCE will provide EMPLOYEE with the opportunity to participate in a 401(a) plan. After 3 months of employment, assuming EMPLOYEE is participating in the 401(a) plan, EMPLOYEE will be eligible for an employer matching contribution of 50%, up to 6% of EMPLOYEE’s salary (subject to IRS limits). In the event a 401(a) plan is not immediately available, EMPLOYEE will be included in mandatory Social Security, per the requirements of federal law.

f. **Car Allowance.** EMPLOYEE’s duties require that he have available exclusive and unrestricted use of an automobile for business purposes and EMPLOYEE agrees to have a personal vehicle available for such use. In consideration of this, EBCE agrees to pay to EMPLOYEE, during the term of this
Agreement and in addition to other salary and benefits, a car allowance of Three Hundred Fifty Dollars ($350.00) per month. The car allowance includes reimbursement for an appropriate allocation of vehicle insurance and all other expenses of vehicle ownership, maintenance and operation. EMPLOYEE shall maintain automobile liability insurance limit of at least $250,000 per person and $500,000 per accident. EMPLOYEE shall submit proof of insurance on request.

g. Professional Organizations. Subject to availability of funds and with prior approval, EBCE agrees to pay or to reimburse EMPLOYEE for any budgeted, reasonable and necessary membership dues in professional organizations.

9. Expenses. During the employment term, and subject to the availability of funds, EBCE shall reimburse EMPLOYEE for budgeted and reasonable out-of-pocket expenses incurred in connection with EBCE’s business, including reasonable expenses for travel, food, and lodging while away from home, subject to such policies as EBCE may from time-to-time reasonably establish for its employees. Additionally, EMPLOYEE shall be entitled to Board-approved or budgeted and reasonable reimbursement for continuing education expenses, and for attendance at conventions, and conferences. EMPLOYEE may, upon request and prior approval by the EBCE Board, be reimbursed for budgeted and reasonable expenses incurred in attending additional events that are appropriate to EBCE’s goals.

10. Termination of Agreement.

a. Termination by EBCE. EMPLOYEE is employed at the pleasure of the Board, and is thus an at-will employee. The Board may terminate this Agreement and the employment relationship at any time with or without cause, and with or without prior notice.

b. Termination on Resignation. EMPLOYEE may terminate the Agreement by giving EBCE at least 60 days (or more if possible) prior written notice. EBCE may accelerate the effective date of resignation to any date after the receipt of written notice or, upon request, may reduce the notice period, at its discretion.

c. Termination on Death. If EMPLOYEE dies during the term of this Agreement, this Agreement shall be terminated on the date of EMPLOYEE’s death. All warrants or checks for accrued salary, accrued vacation or other items shall be released to the person designated in writing by EMPLOYEE pursuant to Government Code Section 53245 or, if no designation is made, to EMPLOYEE’s estate.

11. Severance. EBCE shall pay EMPLOYEE for all services through the effective date of termination. EMPLOYEE shall have no right to any additional compensation or payment, except as provided below and except for any accrued and vested benefits.

a. If EBCE terminates this Agreement (thereby terminating EMPLOYEE’s Employment) without cause, EBCE shall pay EMPLOYEE a lump sum severance benefit equal to three months of his then applicable base salary.
b. If EBCE terminates this Agreement (thereby terminating EMPLOYEE’s Employment) with cause, EMPLOYEE shall not be entitled to any severance. As used in this Agreement, cause shall mean termination due to:

   (1) A conviction, plea bargain, judgment or adverse determination by any court, the State Attorney General, a grand jury, or the California Fair Political Practices Commission involving any felony, intentional tort, crime of moral turpitude or violation of any statute or law constituting misconduct in office, misuse of public funds or conflict of interest;

   (2) Conviction of a felony;

   (3) Conviction of a misdemeanor arising out of EMPLOYEE’s duties under this Agreement and involving a willful or intentional violation of law;

   (4) Willful abandonment of duties;

   (5) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the Board made by the Board as a body or persistent and willful violation of properly established rules and procedures; and

   (6) Any other action or inaction by EMPLOYEE that materially and substantially harms EBCE’s interests, materially and substantially impedes or disrupts the performance of EBCE or that is detrimental to employee safety or public safety.

c. If EMPLOYEE terminates this Agreement (thereby terminating EMPLOYEE’s Employment), EMPLOYEE shall not be entitled to any severance.

d. Any other term of this Agreement notwithstanding, the maximum severance that EMPLOYEE may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260 - 53264, or other applicable law. Further, in the event EMPLOYEE is convicted of a crime involving an abuse of office or position, EMPLOYEE shall reimburse the EBCE for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 - 53243.4.


   a. Integration. Subject to all applicable Government code sections, the Agreement contains the entire agreement between the PARTIES and supersedes all prior oral and written agreements, understandings, commitments and practices between the PARTIES before the date of this Agreement. No amendments to this Agreement may be made except in writing signed by the PARTIES.
b. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances it shall nevertheless remain in full force and effect in all other circumstances.

c. **Notices.** Any notices required or permitted under this Agreement must be in writing and shall be deemed effective on the earlier of personal delivery (including personal delivery by facsimile or similar means intended to provide actual delivery on the same day) or the third day following mailing by first class mail to the recipient. Notice to EBCE shall be addressed to the Secretary of the Board of Directors at the EBCE’s then principal place of business. Notice to EMPLOYEE shall be addressed to his home address, as then shown in EBCE’s files.

d. **Agreement is Binding.** This Agreement shall be binding upon and inure to the benefit of EBCE, its successor and assigns, and shall be binding upon EMPLOYEE, his administrators, executors, legatees, heirs, and assigns.

e. **Waiver.** The failure of either PARTY to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other PARTY shall not be deemed a waiver of that term, covenant or condition, nor a waiver or relinquishment of any right or power.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement.

____________________________________  __________________________________
Scott Haggerty, Chair                              Nicolas Chaset
East Bay Community Energy Authority

DATE: _____________________, 2017

APPROVED AS TO FORM:

____________________________________
Inder Khalsa, Interim General Counsel

ATTEST:

____________________________________
Stephanie Cabrera, EBCE Secretary
PROFESSIONAL EXPERIENCE

NICOLAS CHASET

CALIFORNIA PUBLIC UTILITIES COMMISSION

Chief of Staff to President Michael Picker

San Francisco, CA
Feb 2014 – Present

- Manage all day to day activities in President's Office, including
  - Manage team of four advisors and two administrative staff, covering all functional areas of Commission jurisdiction (energy, communications, transportation, safety and water) and all day to day activities of President's office
  - Oversee administration of Commission voting meetings including approval of agenda and assignment of cases to all five Commissioner offices

- Advise Commissioner Picker on diverse set of energy matters before the Commission, including
  - Consumer and Retail Choice Reform: leading all Commission activities related to the review of California's retail electric market, including Community Choice Aggregation, Direct Access and Net Energy Metering, to assess potential regulatory reforms to address technology and utility business model changes.
  - Future of the Distribution System: lead all Commission activities related to development guidelines for Utility integration of distributed energy resources into distribution system planning and operations
  - Net Energy Metering Successor Policy: led development and eventual approval of California's net energy metering rules, including serving as primary drafter of proposed decision.
  - Implementation of SB 350: led development of CPUC's workplan to implement SB 350 through creation of integrated resource planning process and expansion of RPS
  - Energy Storage Procurement and Incentives: led development, design and Commission approval on energy storage incentive program
  - CAISO Market Expansion: lead efforts within President's office to evaluate CAISO market expansion initiatives, including coordination within Commission and across State agencies

- Provide Strategic Advocacy and Advisory
  - Energy Storage Project: successfully negotiated a settlement between a first of its kind energy storage project and a California Utility to enable to construction a multi-site technology deployment
  - Economic Development: successfully negotiated energy rate agreements for Fortune 100 company to continue doing business in California
  - Environmental Justice: work closely with President Picker to devise communication and outreach strategies to disadvantaged communities to facilitate greater engagement in energy regulation.
  - CPUC Reform: serve as primary advisor to President Picker and Governor's office on legislative efforts to enact structural reforms to CPUC
  - Legislative Advocacy: serve as primary advisor to President Picker and Governor's office on wide variety of energy legislation, including leading drafting of legislative amendments and communication with legislators

STATE OF CALIFORNIA, OFFICE OF GOVERNOR BROWN

Special Advisor for Distributed Generation, Energy Storage, and Combined Heat and Power

San Francisco, CA
June 2012 – Feb 2014

- Advised Commissioners and Governor's Office on Distributed Generation (DG), Energy Storage (ES) and Combined Heat and Power (CHP) policy matters
  - Long Term Procurement Planning Decision: advised Public Utilities Commissioner's on the inclusion of a 50 MW energy storage and 600 MW preferred resource carve out in Southern California Edison's 2012 Long Term Procurement Planning (LTTP) Decision
  - Resource Adequacy Decision: successfully advocated for inclusion of resource adequacy requirements for energy storage and demand response resources in Public Utility Commission's (PUC) 2013 Resource Adequacy Decision
  - Net Energy Metering and Distributed Generation Policy: provided on-going advisory to PUC Commissioner's and Governor's Office on development of new Net Energy Metering regulations
  - Energy Storage Proceeding: successfully advocated for the inclusion of a 1,000 MW energy storage procurement requirement in May 2013 Energy Storage Assigned Commissioner Ruling
  - Combined Heat and Power Policy: oversaw inter-agency CHP working group focused on developing new CHP policy for California
  - Demand Response Policy: oversaw working group made up of PUC, Energy Commission, and Independent System Operator to reform California's demand response policies and markets

- Provide Strategic Advisory to Governor's Office on Energy Legislation
  - Shared Renewable Energy Legislation: successfully negotiated deal between PUC and bill sponsor to amend SB 843 to include PUC's policy positions
Net Energy Metering Legislation: actively provided strategic advisory to Governor’s on net energy metering reform legislation that resulted in landmark legislation

**Provide Strategic Advocacy for DG, ES and CHP projects**
- *CHP Project at Enhanced Oil Recovery Field*: successfully negotiated a settlement between a multinational Oil and Gas company and a California Utility to enable to construction of a CHP project
- *Utility Scale Solar Projects*: actively leading negotiation of amendments to Utility power purchase agreements and interconnection agreements to safeguard over 1,000 MWs of utility scale solar projects that are at risk of failing
- *Waste Energy Project*: successfully negotiated an amended interconnection agreement between project developer and California utility that allowed for the completion of first of its kind waste energy project

**Q-CELLS NORTH AMERICA**

**San Francisco, CA**

**Director of Market Development**

**January 2011 – June 2012**

**Led Q-Cells’ North American strategic marketing and new market entry efforts**
- *Sol Purchase*: originated and developed Q-Cells participation in direct modules sales program that has given Q-Cells access to over 800 installers and integrators in the Northeast US and led to over $300,000 in sales
- *Northeast Market Entry*: developed market entry strategy and currently leading sales and marketing efforts which has resulted in the development of bids for over $120,000,000 in turnkey PV projects
- *Ontario C&I Market Entry*: developed and implemented sales strategy for Q-Cells to deliver its turnkey EPC services to Ontario, Canada C&I project developers which has resulted in the development of over $1,500,000 of turnkey PV projects
- *1603 Treasury Grant Sales Strategy*: developed and implemented end of 2011 sales strategy focused on 1603 safe-harboring that led to over $1,000,000 in sales

**Led market analysis and segmentation in support Q-Cells’ sales and business development efforts**
- *Utility Scale Market Segmentation*: developed market analysis and segmentation of US utility scale solar market that lead to Q-Cells decision to pursue over 30 MW of projects

**Represented Q-Cells with Local, State and Federal government agencies and industry trade associations**
- *SEIA Board Member*: actively influenced policies of Solar Energy Industry Association on issues relating to interconnection and wholesale distributed generation
- *Solar Alliance State Committees*: direct strategy and lobbying of regulatory commissions and legislators in CA, TX, NY and MA

**Provided expert analysis of US Solar markets at national solar energy conferences**
- *Speaking engagements included*: Intersolar North America; RETECH Conference in Washington DC; Solar Power International; Greentech Media Solar Insights Conference

**EXELON CORP**

**Washington, DC**

**MRA Extern, Trading and Origination Group**

**Fall 2010**

**Developed strategic roadmap for entry into Western Electric Coordination Council**

**RENEWABLE FUNDING**

**Washington, DC**

**Government Affairs Manager (part-time)**

**November 2009 – November 2010**

- Managed federal lobbying efforts, including advocacy, to Congress, White House and Regulatory Agencies
- Organized national campaign to pass legislation to protect PACE programs, which led to introduction of bills in House of Representatives (H.R. 5766) and U.S. Senate (S.3642)

**CA PUBLIC UTILITIES COMMISSION, CA SOLAR INITIATIVE**

**San Francisco, CA**

**May 2007 – May 2009**

- Led a team of five in the design of a $250 million solar water heating subsidy program
- Managed $50 million solar research and development program

**KEMA CONSULTING**

**Oakland, CA**

**Energy Analyst**

**December 2005 – May 2007**

- Consulted on environmental impacts of energy storage technologies
- Analyzed energy savings impacts of utility energy efficiency incentive programs
EDUCATION

GEORGETOWN UNIVERSITY, The Robert Emmett McDonough School of Business  Washington, DC
Master of Business Administration  May 2011
- President and Founder, Georgetown Energy and Cleantech Club, Co-Chair of Georgetown Energy Conference
- concentration in management, strategy and finance

TUFTS UNIVERSITY  Boston, MA
Bachelor of Arts, International Relations  May 2005
Executive Director / CEO Salaries for Non-Profit Power Companies

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