

TERMS AND CONDITIONS OF SERVICE

1. **RATES:** MCE's 2010 rates are equivalent to the PG&E ("Utility") rates for electric generation in effect as of April 1, 2010. Any changes to MCE charges and credits will be adopted at duly noticed public meetings of the Marin Energy Authority Board with a sixty-day review period and opportunity for public input.

2. **BILLING:** You will receive a single monthly bill from the Utility covering all MCE and Utility charges. The Utility's charges for transmission, distribution, and public goods programs will not change as a result of your participation in the MCE program. The general billing rules in the Utility's tariff will apply for your account. However, MCE may bill you separately for any deposit or termination fee.

3. **ENROLLMENT:** You will be automatically enrolled in the Marin Light Green service option, which will provide a minimum of 25% qualified renewable energy content. In contrast, the Utility's qualified renewable energy content for 2009 as reported to the California Public Utilities Commission was 15%.

4. **OPT-OUT:** Within sixty days of MCE service commencement, customers may opt out from the MCE program with no penalty, and continue to take service

from the Utility at then-effective rates. Following the opt-out period, customers will be allowed to return to the Utility's generation service subject to payment of a termination fee, which currently ranges from \$5 for residential and small commercial customers to \$25 for large commercial and industrial customers. Any changes to the termination fee will be adopted at a duly noticed public hearing of the Board. Customers electing to return to the Utility after the opt out period will take service under the terms and conditions established by the Utility. You will not be charged a termination fee if you (1) opt out within the prescribed opt out period, (2) relocate within the MCE program area and continue service with MCE, or (3) terminate electric service within the MCE program area. You will be charged for all electricity delivered by MCE prior to the transfer of service to the Utility.

5. **ELIGIBILITY:** The MCE program covers all eligible residential and non-residential customer accounts selected for inclusion in the initial MCE offering (Phase 1). The MCE program will not include customers whose opt out requests have been processed prior to enrollment, customers ineligible for Phase 1 as determined by MCE, or customers having a special arrangement with the Utility. MCE reserves the right

to return your account to the Utility if it does not meet eligibility requirements.

6. **FAILURE TO PAY:** MCE may transfer your account to the Utility upon fourteen (14) calendar days written notice to you if you fail to pay any portion of the MCE charges on your bill or fail to meet any agreed-upon payment or credit arrangements. If your service is transferred you will be required to pay the termination fee.

7. **DEPOSIT:** MCE may require a cash deposit from you after the initiation of your service if you have failed to pay any of your immediately preceding twelve (12) bills on or before the due date. Failure to make such deposit, when required, may result in your service being transferred to the Utility.

8. **DEEP (100%) GREEN:** MCE also offers a voluntary 100% renewable energy service option, Marin Deep Green. For more information, please go to www.marincleanenergy.info/deepgreen.cfm or you may phone (888) 632-3674.



www.marincleanenergy.info

If you wish to contact Marin Clean Energy concerning your bill, you may call (888) 632-3674 during normal business hours, 8:00am to 5:00pm PT, Monday through Friday, excluding Holidays. **Third notice of four.**