

ABAG POWER Executive Committee Meeting No. 2017-07 December 13, 2017 (11a.m - 1:00 p.m.) Association of Bay Area Governments 375 Beale Street, Conference Room 7102 – Tamalpais (7th Floor) San Francisco, CA 94105

AGENDA*

- 1. Welcome and Introductions
- 2. Public Comments
- 3. Approve Summary Minutes of Executive Committee Meeting Action:

ATTACHMENT 3A – SUMMARY MINUTES OF AUGUST 23, 2017

4. 2018 ABAG POWER Executive Committee Meeting Schedule

Action: Approve meeting schedule for calendar year 2018. ATTACHMENT 4A – PROPOSED CY 2018 MEETING SCHEDULE

5. MTC Legal Waiver

Action: Provide authority for ABAG POWER Chair, in consultation with outside counsel, to negotiate and approve a letter of waiver and consent to MTC's providing legal representation to ABAG POWER.

ATTACHMENT 5A - Waiver and Letter of Consent - Draft

ABAG – ABAG POWER MOU

Information: Staff will provide status update on the Memorandum of Understanding between ABAG and ABAG POWER.

7. Report on Natural Gas Program

Information: Staff will review recent gas operations, including gas purchases; the program's long-term hedge position; gas imbalances; and other miscellaneous program items. Staff will also provide a comparison of the year-to-date budget and costs. In addition, staff will provide an update on regulatory proceedings affecting ABAG POWER.

ATTACHMENT 7A - MONTHLY SUMMARY OF OPERATIONS FY 2017-18

ATTACHMENT 7B – GAS HEDGE CHART

ATTACHMENT 7C - MARKET PRICE CHART

ATTACHMENT 7D - FISCAL-YEAR-TO-DATE INCOME STATEMENT

ATTACHMENT 7E - BUDGET TO ACTUAL GRAPH

8. 2016-17 Natural Gas Program True-up

Information: Staff will review the 2016-17 true-up calculation.

ATTACHMENT 8A – GAS TRUE-UP SUMMARY FY 2016-17



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AGENDA*

9. Natural Gas Purchasing Strategy and Program Recommendations Information:

ATTACHMENT 9A - SURVEY RESULTS

- 10. Other Business
- 11. Adjournment

*The Committee may take action on any item on this agenda

Representing City and County Governments of the San Francisco Bay Area



SUMMARY MINUTES

ABAG POWER Executive Committee Regular Meeting 2017-05 August 23, 2017

Conference Room 6102 – Bay Area 375 Beale Street, San Francisco, CA 94105

WELCOME AND INTRODUCTIONS

Chair Julie Bueren opened the meeting with introductions at 11:04 AM.

Present Committee Representatives Jurisdiction/Agency

Melissa Morton Vallejo Flood & Wastewater District

Chris Schroeder City of Milpitas
Dave Brees City of Los Altos
Julie Bueren (Chair) County of Contra Costa

Tonya Gilmore (Vice Chair) City of Orinda

Absent Committee Representatives

Mintze Cheng City of Union City Angela Walton City of Richmond

Staff Present

Jerry Lahr MTC
Ryan Jacoby MTC
Courtney Ruby MTC
Brad Paul MTC
Ken Moy ABAG

PUBLIC COMMENTS & ANNOUNCEMENTS

Chair Bueren announced her upcoming retirement from the County of Contra Costa and the ABAG POWER Executive Committee, effective August 30, 2017. The Committee acknowledged her contributions to the program, and noted that Tonya Gilmore, Vice Chair, would become Acting Chair following Bueren's exit from the committee.

CONSENT CALENDAR

Motion was made by Morton/S/Schroeder/C/5:0:0 to approve the Consent Calendar as follows:

- A. Approval of Summary Minutes of June 21, 2017 Executive Committee meeting
- B. Ratification of Master Gas Purchase Agreements
- C. Approval Policy Regarding Responses to Allocations of Firm Pipeline Capacity from PG&E

The aye votes were: Brees, Bueren, Gilmore, Morton, Schroeder.

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



The nay votes were: None.

Abstentions were: None.

Absentees were: Cheng, Walton.

ABAG/MTC STAFF CONSOLIDATION

Paul provided an update on the recently completed ABAG-MTC staff consolidation, the associated Contract for Services and Memorandum of Understanding, and apparent contracting and operational impacts to ABAG POWER.

REPORT ON NATURAL GAS PROGRAM

Monthly Summary of Operations FY 2016-17

Lahr provided members with the Monthly Summary of Operations reports for FY 2016-17; members were updated on the percentage savings comparisons with PG&E. Lahr noted that preliminary financial statements for June, 2017 indicated a cumulative savings figure of -3.7%.

Monthly Summary of Operations FY 2017-18

Committee members were provided information on current gas purchase contracts extending through June, 2018. A savings comparison was not provided because July's financial statements were not yet available.

Gas Hedge Chart

Lahr provided information on the various current long-term gas purchases (contracts which are greater than one month in length).

Market Price Chart

Lahr provided information on gas prices.

Core Transport Agent (CTA) Minimum Standards

Lahr informed the Committee of the recent addition of Sections 980 to 989.5 to the state's Public Utilities Code (PUC), which establish a regulatory framework to create consumer protections standards for Core Transport Agents (CTAs). He explained that while many of the provisions do not apply to public agencies, some of the sections do require actions by public agency CTAs.

Staff presented proposed minimum operating standards for ABAG POWER, addressing confidentiality, physical disconnects and reconnects, change in gas providers, written notices, billing format, meter integrity, customer deposits, and the ability to adopt additional consumer protections standards.

Motion was made by Morton/S/Schroeder/C/5:0:0 to adopt as proposed Resolution 17-01, which adopts minimum operating standards for ABAG POWER in accordance with the requirements of PUC § 985.

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



The aye votes were: Brees, Bueren, Gilmore, Morton, Schroeder.

The nay votes were: None.

Abstentions were: None.

Absentees were: Cheng, Walton.

NATURAL GAS PROGRAM REVIEW AND POLICY STRATEGY

Lahr provided a review of the natural gas program, including listing the program's dual goals of price stability and cost savings and reviewing recent challenges preventing the program from meeting both goals simultaneously. He concluded by presenting draft recommendations to improve the ability of ABAG POWER to meet its goals and provide on-going benefits to its members, and noted his intent to continue the discussion and present recommendations at the upcoming annual Board of Directors meeting.

AGENDA FOR ANNUAL BOARD MEETING

Lahr presented the Committee with a preliminary agenda for the upcoming annual Board of Directors meeting, scheduled for October 26, 2017. Discussion among the committee resulted in a reordering of agenda items.

ENERGY PROGRAMS UPDATE

Lahr summarized the recent accomplishments and goals of the Bay Area Regional Energy Network (<u>BayREN</u>), BayREN Integrated Commercial Retrofits (<u>BRICR</u>), and the Berkeley Energy Assurance Transformation (<u>BEAT</u>). Local Community Choice Aggregation efforts were also discussed.

ADJOURNMENT

Chair Julie Bueren adjourned the meeting at 1:26 PM.

^{*}Example of a motion – [Member No. 1/S/Member No. 2/roll call vote/C/8:0:0] means Member No.1 motions, seconded by Member No.2, after roll call vote, motion carries, 8 = "yes" votes, 0 = "no" votes and 0 = abstention.



Proposed ABAG POWER 2018 Meeting Schedule

February 21, 2018

11:00 – 1:00pm 375 Beale Street San Francisco, CA 94105

April 18, 2018

11:00 – 1:00pm 375 Beale Street San Francisco, CA 94105 June 20, 2018

11:00 – 1:00pm 375 Beale Street San Francisco, CA 94105

August 15, 2018

11:00 – 1:00pm 375 Beale Street San Francisco, CA 94105 October 25, 2018

11:00 - 2:00pm

375 Beale Street San Francisco, CA 94105

December 12, 2018

11:00 – 1:00pm 375 Beale Street San Francisco, CA 94105

ABAG POWER E	EXECUTIVE COMM	ITTEE & KEY PERSONNE	iL		FY 2017-18
INDIVIDUAL	AGENCY	DESIGNATION	TITLE	PHONE	EMAIL
Angela Walton	City of Richmond	Member	DIMO Administrative Manager	(510) 621-1610	Angela_Walton@ci.richmond.ca.us
Chris Schroeder	City of Milpitas	Member	Purchasing Officer	(408) 586-3161	CSchroeder@ci.milpitas.ca.gov
Dave Brees	City of Los Altos	Vice-Chair	Special Projects Manager	(650) 947-2888	DBrees@losaltosca.gov
Misty Mersich	City of Cupertino	Member	Sustainability Manager	(408) 777-3362	MistyM@cupertino.org
Melissa Morton	VSFCD	Member	District Manager	(707) 644-8949 x221	MMorton@vsfcd.com
Tonya Gilmore	City of Orinda	Chair	Assistant to the City Manager	(925) 253-4291	TGilmore@cityoforinda.org
Steve Heminger	MTC	ABAG POWER President	Executive Director	(415) 778-5210	sheminger@bayareametro.gov
Brian Mayhew	MTC	ABAG POWER CFO	Chief Financial Officer	(415) 778-6730	bmayhew@bayareametro.gov
Brad Paul	MTC	Staff	Deputy Executive Director, Local Government Services	(415) 820-7955	bpaul@bayareametro.gov
Adrienne Weil	MTC	Acting Legal Counsel	General Counsel	(415) 778-5320	aweil@bayareametro.gov
Jerry Lahr	MTC	ABAG POWER Secretary	Energy Programs Manager	(415) 820-7908	jlahr@bayareametro.gov
Ryan Jacoby	MTC	Staff	Energy Programs Coordinator	(415) 820-7956	rjacoby@bayareametro.gov



METROPOLITAN
TRANSPORTATION
COMMISSION

Bay Area Metro Center 375 Beale Street, Suite 800 San Francisco, CA 94105 415.778.6700 www.mtc.ca.gov

Jake Mackenzie, Chair Sonoma County and Cities

Scott Haggerty, Vice Chair Alameda County

> Alicia C. Aguirre Cities of San Mateo County

Tom Azumbrado
U.S. Department of Housing
and Urban Development

Jeannie Bruins Cities of Santa Clara County

> Damon Connolly Marin County and Cities

> > Dave Cortese Santa Clara County

Carol Dutra-Vernaci

Dorene M. Giacopini U.S. Department of Transportation

Federal D. Glover

Anne W. Halsted San Francisco Bay Conservation and Development Commission

Nick Josefowitz San Francisco Mayor's Appointee

Jane Kim City and County of San Francisco

> Sam Liccardo San Jose Mayor's Appointee

> > Alfredo Pedroza Napa County and Cities

Julie Pierce Association of Bay Area Governments

Bijan Sartipi California State Transportation Agency

Libby Schaaf Oakland Mayor's Appointee

> Warren Slocum San Mateo County

James P. Spering Solano County and Cities

Amy R. Worth
Cities of Contra Costa County

Steve Heminger Executive Director

Alix Bockelman
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Brad Paul
Deputy Executive Director,

November 2, 2017

Tonya Gilmore Chair, Executive Committee ABAG Publicly Owned Energy Resources (POWER) 22 Orinda Way Orinda, CA 94563

Re: Contract for Services dated as of May 30, 2017 (CS) between the Association of

Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC)

Joint Representation Agreement/Authorization to work as legal counsel to ABAG Publicly Owned Energy Resources (POWER)

Dear Tonya:

As you know, effective July 1, 2017 the ABAG staff was consolidated with the MTC staff pursuant to the CS. The CS provides in Section 3.4 that the MTC Legal Department (Office of General Counsel, or OGC) shall provide general legal support services to ABAG and the Local Collaboration Programs (LCPs). POWER is one of the LCPs as defined in the CS. Section 3.4 further provides, "If ABAG, a LCP or MTC determines in good faith that an actual or potential conflict of interest would exist if MTC Legal Department were to provide legal services on a specific matter, then, unless the actual or potential conflict of interest is waived by the affected entities, then the affected entity whose matter gave rise to the actual or potential conflict of interest will obtain separate legal counsel." The POWER Executive Board appointed me as POWER's General Counsel at its meeting on October 26, 2017.

The purpose of this letter is to discuss joint representation of POWER and MTC and my office's relationship with both MTC and POWER. The California Rules of Professional Conduct require that I make certain disclosures with regard to OGC's representation of POWER and MTC, that is – joint representation - in these matters.

Joint Representation

"Joint representation" simply means that a lawyer represents more than one client in the same dispute or matter. The rules governing the practice of law allow for joint representation, but also require the lawyer to make disclosures so that the parties represented jointly by a single lawyer or law firm understand the nature of the relationship.

As noted above, OGC will be jointly representing POWER and MTC. Whenever we

represent more than one client in a matter, we are required by the California Rules of Professional Conduct 3 310(C)(1) and (2) to disclose the advantages and disadvantages of joint representation, any actual conflicts of interest that we might perceive, and any potential conflicts that we can identify. Joint representation has the advantage of providing efficient and coordinated services to clients with identical or very closely aligned interests, at less expense than if each retained separate counsel. On the other hand, it is at least conceivable that an attorney representing more than one client simultaneously might emphasize the interest of one client over the other, despite his or her best efforts not to do so.

Because our office already represents MTC in its duties under the CS, it is appropriate for us also to represent POWER only where there is no conflict of interest between it and MTC, and if there is even the potential for conflict of interest, we need to advise you of that fact so you can consider our offer of representation in light of those disclosures. Ken Moy, former POWER counsel, has raised concerns about actual and potential conflicts of interest between another LCP and MTC. Such concerns may or may not be applicable to POWER—Mr. Moy did not articulate his concerns related to POWER. As a cautionary matter, OGC will need a waiver from POWER to proceed. If we receive such waiver we believe that we can proceed with the joint representation. However, should you independently conclude that POWER's interests are in conflict with those of MTC, or in the event that you or I later determine that there is such a conflict, we may have to change these arrangements and discontinue our representation of POWER. I, of course, will notify you promptly if I reach such a conclusion; I will rely on you to do the same. You should seek independent legal advice before providing any waiver.

In deciding whether to agree to the joint representation, you should be aware that all of POWER's communications with our office with respect to this representation will be privileged with regard to the outside world, but they will not be privileged vis-à-vis POWER and MTC. In other words, unless all agree to the contrary, one cannot tell us something or provide us information about this matter and ask us to keep it secret from the other. There will be no privilege shielding our discussions with MTC from POWER, and vice versa. You should understand that any information POWER provides to us, or which we learn that is material to work we are performing, may be shared with MTC. In addition, differences of opinion may arise between the MTC and POWER as to the instructions to be given to us or the strategy to be employed with regard to the work we are performing.

Waiver of Objection to Continued Representation

We need also to disclose that if an actual conflict or dispute between POWER's interests and those of MTC should arise during the course of this representation that precluded continued joint representation in this matter, we would continue to represent MTC (as we are general counsel) notwithstanding any adversity between POWER and MTC's interests. Accordingly, we are now asking that you consent to our continued and future representation of MTC, notwithstanding any possible future adversity. We are asking you to affirm that POWER agrees not to assert any conflict of interest in that event, notwithstanding any adversity that may develop with MTC. By signing and returning to us the agreement and consent set forth at the end of this letter, POWER consents to such arrangement and waives any conflicts regarding that arrangement.

Cooperation

To perform our services effectively, we require the full cooperation and support of both POWER and MTC. POWER can assist us by keeping us fully informed as to facts and developments relevant to our representation. It is essential that both POWER and MTC (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that both POWER and MTC make themselves or their personnel available to the extent required. Failure to assist in this way may affect our ability to represent a client adequately, and could result in our withdrawal as legal counsel.

No Warranty of Result

We cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services.

Internal OGC/Outside Counsel Communications

In the course of your representation, it may become necessary for our lawyers to analyze or address their or the OGC's substantive or professional duties or responsibility regarding an issue in your matter by consulting MTC's outside counsel. We believe that the ability of our lawyers to consult on such issues as needed benefits our office and POWER and is part of our effort to maintain our high standards of ethics and professionalism. It is possible that a conflict of interest might be deemed to exist as between our lawyers and MTC's outside counsel on the one hand and POWER on the other hand, arising out of these communications. As a condition of this engagement, you consent to waive any claim of conflict of interest that might be deemed to arise out of any such communications. You further agree and acknowledge that these are our attorneyclient communications protected from disclosure to you or anyone else and that you will not seek to discover or inquire into them and may not be advised that they are occurring. Before agreeing to this waiver, we encourage you to seek independent counsel regarding the import of this consent. Of course, nothing in the foregoing shall diminish or otherwise affect our obligations to keep you informed of all material developments in your representation, including any conclusions arising out of such internal communications to the extent that they affect your interests. Your execution of this letter confirms your agreement to this provision.

Termination

Clients may terminate our legal services at any time effective upon delivery of written notice to us. Unless we specifically agree to do so, we will provide no further services on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that: (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal; and, (b) establish standards for mandatory and permissive withdrawal under certain circumstances. If we are attorney of record in any proceeding at the time we receive a termination notice, you will be required to execute and return a Substitution of Attorney consent immediately upon receipt, regardless of who initiates the termination.

Entire Agreement

This letter represents our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or promises made before this time.

Accordingly, to signify POWER's agreement with the terms of this letter, please sign the original of it and return it to me for our files. POWER should keep the enclosed copy for its files. Of course, POWER has the right to seek the opinion of independent legal counsel or any other advisors, if POWER wishes to do so, in order to determine whether each and every aspect of this agreement is in POWER's best interests and is acceptable as drafted. We emphasize that POWER remains completely free to seek independent counsel at any time even if you decide to sign the consent set forth below.

If you have any questions about this letter, please do not hesitate to call me at 415-778-5230. We look forward to working with POWER on legal issues presented.

Very truly yours,

Adrienne D. Weil General Counsel Metropolitan Transportation Commission

cc: Jerry Lahr Brad Paul Jake Mackenzie Steve Heminger Ken Moy

Consent:

I have read and understand this Joint Representation Agreement with respect to legal work performed by the Metropolitan Transportation Commission ("MTC") Office of General Counsel in relation to (i) the Contract for Services, dated as of May 30, 2017 and (ii) work as legal counsel to POWER. Based on that understanding, the ABAG Publicly Owned Energy Resources ("POWER") consents to having MTC Office of General Counsel ("MTC OGC") represent POWER and MTC in the above-referenced matters on the terms set forth in this letter; and waives any objection it might otherwise have to MTC OGC's continued representation of MTC in the event of a future conflict of interest between POWER and MTC and agree not to seek disqualification of MTC OGC, notwithstanding any adversity that might develop between POWER and MTC.

Dated:	
	Tonya Gilmore
	Chair, Executive Committee,
	ABAG Publicly Owned Energy Resources

ABAG POWER Natural Gas Program FY 2017-18 Monthly Summary of Operations

	days/mo.	Jul 31	Aug 31	Sep 30	Oct 31	Nov 30	Dec 31	Jan 31	Feb 28	Mar 31	Apr 30	May 31	Jun 30	Total
Gas Purchases ⁽¹⁾														
Purchase 1	Qty Price	15,500 \$2.95	15,500 \$2.95	14,986 \$2.95	15,442 \$2.95	15,000 \$2.95	15,500 \$2.95	15,500 \$2.95	14,000 \$2.95	15,500 \$2.95	15,000 \$2.95	15,500 \$2.95	15,000 \$2.95	182,428
Purchase 2	Qty Price	15,500 \$2.73	15,500 \$2.71	14,664 \$2.70	15,436 \$2.56	Ψ2.00	61,100							
Purchase 3	Qty	17,500	18,900	19,900	23,925									80,225
Purchase 4	Price Qty	\$3.22	\$3.28	\$3.30	\$3.15									0
Purchase 5	Price Qty													0
	Price													
Total Quantity Purcha	ised	48,500	49,900	49,550	54,803	15,000	15,500	15,500	14,000	15,500	15,000	15,500	15,000	323,753
Total Purchase Cost		\$144,263	\$149,683	\$149,323	\$160,329	\$44,175	\$45,648	\$45,648	\$41,230	\$45,648	\$44,175	\$45,648	\$44,175	\$959,942
Backbone Shrinkage	(Dths)	(372)	(372)	(369)	(412)									
WACOG ⁽²⁾		\$3.00	\$3.02	\$3.04	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95	\$2.97
Storage/Inventory														
Total Injections/ (With	ndrawals)	8,736	9,010	9,060	8,602									35,408
Total Inventory Quant		30,659	39,669	48,729	57,331									
Total Inventory (\$)	, ,	\$96,221	\$123,260	\$150,639	\$176,755									
Avg. Inventory Rate (\$	\$/Dth)	\$3.14	\$3.11	\$3.09	\$3.08									
Gas Program Monthly Expe	enses (from Fin	ancial Reports)												
Cost of Energy Used (5		\$ 149,766 \$	153,725	\$ 151,384 \$	165,949								\$	620,825
Program Operating Ex		26,674	35,792	26,058	23,303								_	111,827
Su Rate (S	ibtotal \$/Dth)	\$ 176,440 \$ \$4.43	\$ 189,517 \$ \$4.77	\$ 177,442 \$ \$4.58	\$ 189,252 \$ \$4.29	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	732,652 \$4.51
PG&E Pass-through of	costs ⁽⁵⁾	207,190	210,474	168,153	269,120									854,937
Total ABAG POWER	R Cost	\$ 383,631 \$	399,991	\$ 345,595 <u>\$</u>	3 458,372								<u>\$</u>	1,587,589
Actual (metered) Gas Usag	ge													
Core ⁽⁶⁾		32,266	30,391	30,821	38,170									131,648
Non Core		7,544	9,336	7,885	5,947									30,713
Total Program Usage		39,810	39,727	38,706	44,118	0	0	0	0	0	0	0	0	162,361
ABAG POWER Total Core	Rate	\$ 10.85 \$	11.70	\$ 10.04 <u>\$</u>	3 11.34									
PG&E Rate ⁽⁷⁾														
Procurement Charge ⁽ⁱ	8)	3.03	3.12	2.56	2.99	3.25	3.59						3.75	
Transportation/Other		6.42	6.93	5.46	7.05									
Total PG&E	· ·	\$ 9.45		\$ 8.02 \$		3.25 \$	3.59 \$	\$	\$	\$	- \$	\$	3.75	

ABAG POWER Natural Gas Program

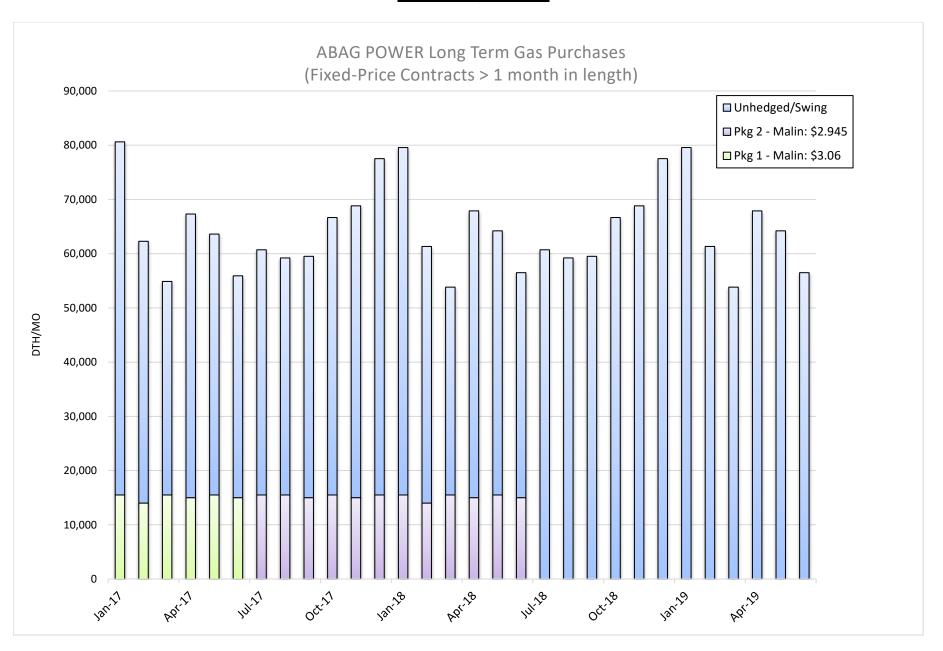
FY 2017-18 Monthly Summary of Operations

Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
1.40	1.65	2.02	1.30									
(45,169)	(50,074)	(62,247)	(49,596)									
(45,169)	(95,243)	(157,489)	(207,085)									
-14.8%	-15.6%	-18.4%	-16.7%									
\$3.25	\$3.28	\$3.34	\$3.17	\$3.19								
\$3.23	\$3.28	\$3.29	\$3.13									
\$2.72	\$2.70	\$2.69	\$2.55	\$2.68								
	1.40 (45,169) (45,169) -14.8% \$3.25 \$3.23	1.40 1.65 (45,169) (50,074) (45,169) (95,243) -14.8% -15.6% \$3.25 \$3.28 \$3.23 \$3.28	1.40 1.65 2.02 (45,169) (50,074) (62,247) (45,169) (95,243) (157,489) -14.8% -15.6% -18.4% \$3.25 \$3.28 \$3.34 \$3.23 \$3.28 \$3.29	1.40 1.65 2.02 1.30 (45,169) (50,074) (62,247) (49,596) (45,169) (95,243) (157,489) (207,085) -14.8% -15.6% -18.4% -16.7% \$3.25 \$3.28 \$3.34 \$3.17 \$3.23 \$3.28 \$3.29 \$3.13	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40

Notes:

- (1) All gas quantities in Dth and rates in \$/Dth. (Does not include imbalance purchases traded to storage.)
- (2) Weighted Average Cost of Gas (WACOG) at PG&E Citygate
- (3) Includes costs to transport gas to PG&E Citygate from alternate delivery points, as well as physical storage costs.
- (4) Includes scheduling fees, billing fees, administrative costs and misc. expenses; less interest income.
- (5) PG&E charges billed to ABAG POWER via EDI process and passed through to customers. These costs do not necessarily tie directly to the actual gas usage shown above due to timing difference in reporting.
- (6) From billing data
- (7) Based on PG&E's G-NR1 rate schedule.
- (8) Includes: Procurement Charge, Capacity Charge, Brokerage Fee, Shrinkage, and Storage.
- (9) PG&E Transportation Charge; Customer Charge, and surcharge for Public Purpose Programs. Does not include Franchise Fees and City Taxes.

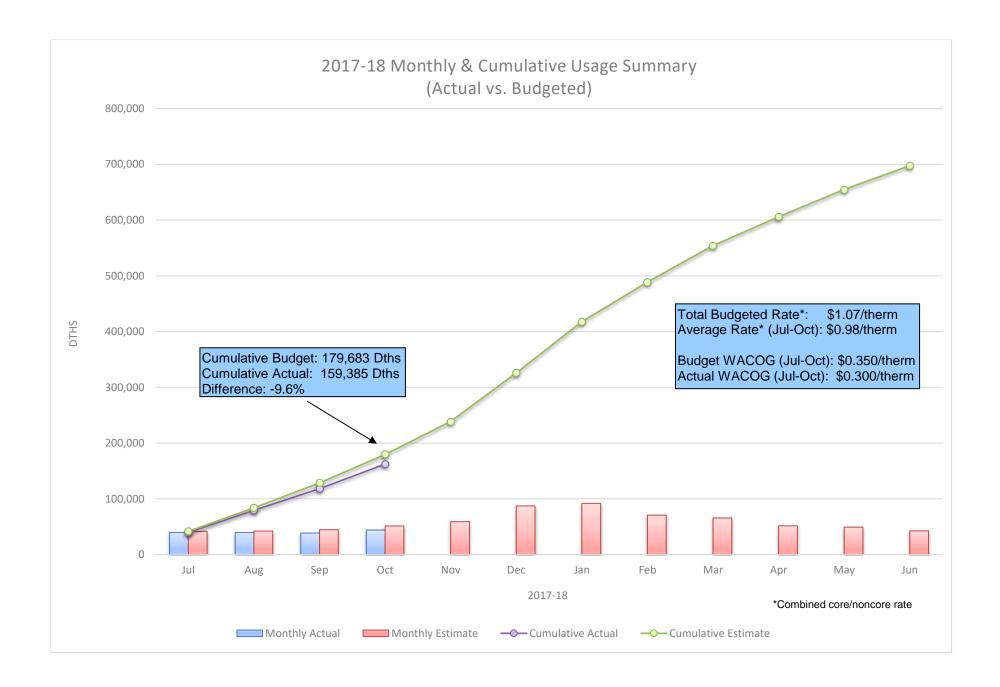
Gas Hedge Chart



Market Price Chart



	Income S	tatement		
	ABAG F			
	As of Octob	er 31, 2017		
	FY Budget	Actual YTD	YTD % of Budget	Budget Balance
Revenue:				
Sales of Energy	\$ 7,438,552.00	\$ 2,480,640.00	33.35%	\$ 4,957,912.00
Interest Income	12,000.00	6,862.39	57.19%	5,137.61
Miscellaneous (PG&E Billing Credit)	0.00	4,645.09	-	(4,645.09)
Total Revenue	7,450,552.00	2,492,147.48	33.45%	4,958,404.52
Expenses:				
Cost of Energy	2,739,186.00	620,824.49	22.66%	2,118,361.51
PG&E Passthrough	4,355,605.00	854,937.46	19.63%	3,500,667.54
Total Cost of Energy	7,094,791.00	1,475,761.95	20.80%	5,619,029.05
Consultant Services:				
Legal Expense	10,000.00	1,000.00	10.00%	9,000.00
Billing Agent Fees	900.00	2,457.90	273.10%	(//
Scheduling Agent Fees	16,800.00	5,600.00	33.33%	11,200.00
ABAG Administrative Fees	318,561.00	107,278.61	33.68%	211,282.39
Total Consultant Services	346,261.00	116,336.51	33.60%	229,924.49
Other Indirect Charges:				
Interest Expense/ Bank Charge	9,500.00	2,352.96	24.77%	7,147.04
Total Other	9,500.00	2,352.96	24.77%	7,147.04
Total Expense	7,450,552.00	1,594,451.42	21.40%	5,856,100.58
Surplus(Defecit)	0.00	897,696.06	n/m	(897,696.06)



ABAG POWER Natural Gas Pool 2016-17 Trueup

	Master Acct ID	Total Usage FY 2016-17 (therms) (1)	ABAG POWER Costs (2)	C	Gas Storage Costs (3)	PG	3&E Costs (4)	&E Cost True- o financials (5)	Total Costs	Т	otal Levelized Charges	To	tal Adjustment (6)
Core Alameda, City	ALAACPC001	52,441	\$ 20,949.91	\$	1,117.96	\$	44,703.14	\$ 323.45	\$ 67,094.47	\$	139,080.00	\$	(71,985.53)
Alameda Pwr & Telecom	ALAACPC002	820	\$ 327.71	\$	17.49	\$	826.03	\$ 5.98	\$ 1,177.20	\$	1,560.00	\$	(382.80)
Alameda City Housing Authority	ALAACPC003	47,847	\$ 19,114.54	\$	1,020.02	\$	48,860.57	\$ 353.54	\$ 69,348.67	\$	52,920.00	\$	16,428.67
Albany, City	ALBACPC001	11,394	\$ 4,551.87	\$	242.90	\$	9,896.31	\$ 71.61	\$ 14,762.69	\$	13,080.00	\$	1,682.69
Atherton, Town	ATHACPT001	4,711	\$ 1,882.09	\$	100.44	\$	5,175.08	\$ 37.44	\$ 7,195.05	\$	4,680.00	\$	2,515.05
Benicia, City	BENACPC001	66,075	\$ 26,396.52	\$	1,408.61	\$	51,750.75	\$ 374.45	\$ 79,930.33	\$	70,080.00	\$	9,850.33
Contra Costa County GSD	CONACPN001	1,187,429	\$ 474,372.37	\$	25,314.21	\$	730,990.81	\$ 5,289.17	\$ 1,235,966.56	\$	1,529,040.00	\$	(293,073.44)
Cupertino, City	CUPACPC001	38,972	\$ 15,569.31	\$	830.83	\$	30,906.46	\$ 223.63	\$ 47,530.23	\$	41,880.00	\$	5,650.23
Fremont, City	FREACPC001	150,707	\$ 60,206.89	\$	3,212.86	\$	119,286.15	\$ 863.11	\$ 183,569.01	\$	207,360.00	\$	(23,790.99)
Golden Gate Bridge	GOLACP0001	60,238	\$ 24,064.96	\$	1,284.19	\$	43,853.44	\$ 317.31	\$ 69,519.90	\$	61,320.00	\$	8,199.90
Gonzales, City	GONACPC001	12,170	\$ 4,861.77	\$	259.44	\$	9,823.78	\$ 71.08	\$ 15,016.08	\$	5,880.00	\$	9,136.08
Half Moon Bay, City	HALACPC001	3,925	\$ 1,568.10	\$	83.68	\$	3,551.24	\$ 25.70	\$ 5,228.72	\$	5,640.00	\$	(411.28)
Hercules, City	HERACPC001	39,788	\$ 15,895.31	\$	848.23	\$	30,919.66	\$ 223.72	\$ 47,886.92	\$	34,680.00	\$	13,206.92
Los Altos, City	LOSACPC001	24,467	\$ 9,774.44	\$	521.60	\$	20,530.28	\$ 148.55	\$ 30,974.87	\$	30,960.00	\$	14.87
Mill Valley, City	MILACPC001	76,590	\$ 30,597.40	\$	1,632.79	\$	57,815.63	\$ 418.33	\$ 90,464.15	\$	53,520.00	\$	36,944.15
Millibrae, City	MILACPC003	22,047	\$ 8,807.61	\$	470.01	\$	18,321.73	\$ 132.57	\$ 27,731.92	\$	50,640.00	\$	(22,908.08)
Millibrae, City - 400 E. Millbrae Ave.	MILACPC004	66,286	\$ 26,480.95	\$	1,413.12	\$	8,063.43	\$ 58.34	\$ 36,015.84	\$	135,000.00	\$	(98,984.16)
Milpitas, City	MILACPC002	162,979	\$ 65,109.50	\$	3,474.48	\$	116,710.09	\$ 844.47	\$ 186,138.53	\$	178,800.00	\$	7,338.53
Monte-Sereno, City	MONACPC001	896	\$ 358.09	\$	19.11	\$	936.92	\$ 6.78	\$ 1,320.90	\$	840.00	\$	480.90
Moraga, Town	MORACPT001	5,436	\$ 2,171.48	\$	115.88	\$	4,632.98	\$ 33.52	\$ 6,953.86	\$	5,520.00	\$	1,433.86
Napa County - Airport	NAPACPN001	1,465	\$ 585.24	\$	31.23	\$	1,323.51	\$ 9.58	\$ 1,949.56	\$	1,560.00	\$	389.56
Napa County - HHS	NAPACPN002	13,240	\$ 5,289.30	\$	282.26	\$	11,118.13	\$ 80.45	\$ 16,770.14	\$	21,960.00	\$	(5,189.86)
Napa County - Library	NAPACPN004	11,860	\$ 4,737.88	\$	252.83	\$	9,688.12	\$ 70.10	\$ 14,748.92	\$	12,240.00	\$	2,508.92
Napa County - Various	NAPACPN005	77,803	\$ 31,081.77	\$	1,658.64	\$	55,132.82	\$ 398.92	\$ 88,272.15	\$	86,760.00	\$	1,512.15
Oakland, City	OAKCPC001	700,825	\$ 279,976.42	\$	14,940.55	\$	539,948.56	\$ 3,906.86	\$ 838,772.38	\$	804,600.00	\$	34,172.38
Oakland Zoological	OAKCPC002	14,724	\$ 5,882.12	\$	313.89	\$	13,924.93	\$ 100.76	\$ 20,221.70	\$	14,400.00	\$	5,821.70
Orinda, City	ORIACPC001	10,451	\$ 4,175.25	\$	222.81	\$	8,667.78	\$ 62.72	\$ 13,128.55	\$	9,960.00	\$	3,168.55

ABAG POWER Natural Gas Pool 2016-17 Trueup

	Master Acct ID	Total Usage FY 2016-17 (therms)	ABAG POWER Costs (2)	Gas Storage Costs (3)	P	G&E Costs (4)	6&E Cost True- to financials (5)		Total Costs	т	otal Levelized Charges	T	otal Adjustment (6)
Pacifica, City	PACACPC001	(1) 31,627	\$ 12,634.94	\$ 674.25	\$	26,976.15	\$ 195.19	\$	40,480.52	\$	29,640.00	\$	10,840.52
Petaluma, City	PETACPC001	22,910	\$ 9,152.25	\$ 488.40	\$	18,902.76	\$ 136.77	\$	28,680.18	\$	23,760.00	\$	4,920.18
Pleasanton, City	PLEACPC001	160,082	\$ 63,952.01	\$ 3,412.71	\$	118,767.39	\$ 859.36	\$	186,991.47	\$	192,840.00	\$	(5,848.53)
Regional Admin. Facility	RAFACPC001	40,626	\$ 16,229.71	\$ 866.08	\$	31,731.04	\$ 229.59	\$	49,056.42	\$	66,840.00	\$	(17,783.58)
Richmond, City	RICACPC001	464,199	\$ 185,445.42	\$ 9,896.03	\$	293,339.99	\$ 2,122.50	\$	490,803.94	\$	410,400.00	\$	80,403.94
Salinas, City	SALACPC001	113,064	\$ 45,168.69	\$ 2,410.36	\$	85,818.07	\$ 620.95	\$	134,018.08	\$	82,560.00	\$	51,458.08
San Carlos, City	SANACPC003	29,926	\$ 11,955.16	\$ 637.97	\$	23,781.08	\$ 172.07	\$	36,546.28	\$	60,000.00	\$	(23,453.72)
San Mateo County - Public Works	SANACPC006	313,280	\$ 125,153.85	\$ 6,678.66	\$	210,141.34	\$ 1,520.50	\$	343,494.35	\$	553,800.00	\$	(210,305.65)
San Mateo County - Hospital	SANACPC007	418,579	\$ 167,220.21	\$ 8,923.47	\$	230,791.46	\$ 1,669.92	\$	408,605.06	\$	787,920.00	\$	(379,314.94)
San Mateo County - Parks & Rec	SANACPC008	5,855	\$ 2,339.22	\$ 124.83	\$	6,555.89	\$ 47.44	\$	9,067.37	\$	6,240.00	\$	2,827.37
San Mateo County - Central Library	SANACPC009	4,043	\$ 1,615.08	\$ 86.19	\$	3,449.49	\$ 24.96	\$	5,175.71	\$	3,600.00	\$	1,575.71
San Mateo County - Hospital	SANACPC011	7,838	\$ 3,131.36	\$ 167.10	\$	6,308.52	\$ 45.65	\$	9,652.62	\$	23,280.00	\$	(13,627.38)
San Mateo County - Cordilleras Ment	a SANACPC013	49,692	\$ 19,851.80	\$ 1,059.36	\$	33,658.26	\$ 243.54	\$	54,812.96	\$	69,120.00	\$	(14,307.04)
San Mateo County - Public Works	SANACPC015	48,272	\$ 19,284.39	\$ 1,029.08	\$	32,938.26	\$ 238.33	\$	53,490.06	\$	64,200.00	\$	(10,709.94)
San Mateo County - Airport	SANACPC016	7,575	\$ 3,026.21	\$ 161.49	\$	5,824.67	\$ 42.15	\$	9,054.52	\$	9,000.00	\$	54.52
San Rafael, City	SANACPC001	77,252	\$ 30,861.70	\$ 1,646.89	\$	60,452.15	\$ 437.41	\$	93,398.15	\$	90,120.00	\$	3,278.15
Santa Clara County	SANACPN001	835,428	\$ 333,749.50	\$ 17,810.07	\$	567,947.60	\$ 4,109.45	\$	923,616.63	\$	923,160.00	\$	456.63
Santa Rosa, City	SANACPC005	303,565	\$ 121,272.69	\$ 6,471.55	\$	184,424.81	\$ 1,334.43	\$	313,503.48	\$	318,600.00	\$	(5,096.52)
Saratoga, City	SARACPC001	12,941	\$ 5,169.85	\$ 275.88	\$	10,714.65	\$ 77.53	\$	16,237.91	\$	12,360.00	\$	3,877.91
Union City	UNIACPC001	9,138	\$ 3,650.64	\$ 194.81	\$	7,969.90	\$ 57.67	\$	11,873.02	\$	9,120.00	\$	2,753.02
Vallejo, City	VALACPC001	152,360	\$ 60,867.19	\$ 3,248.09	\$	89,469.57	\$ 647.37	\$	154,232.22	\$	89,520.00	\$	64,712.22
Vallejo Sani.& Flood Control Dist	VALACPD001	89,457	\$ 35,737.82	\$ 1,907.10	\$	42,813.48	\$ 309.78	\$	80,768.18	\$	120,000.00	\$	(39,231.82)
Watsonville, City	WATACPC001	75,727	\$ 30,252.72	\$ 1,614.39	\$	59,908.77	\$ 433.48	\$	92,209.36	\$	77,280.00	\$	14,929.36
Winters, City	WINACPC001	3,146	\$ 1,256.62	\$ 67.06	\$	2,972.50	\$ 21.51	\$	4,317.69	\$	2,760.00	\$	1,557.69
TOTAL - Core	Core True-up Rate	6,142,169	2,453,767.83 0.4208	\$ 130,941.86	\$	4,153,016.13	\$ 30,049.63	\$ \$	6,767,775.45 1.1019	\$	7,600,080.00	\$	(832,304.52)

ABAG POWER Natural Gas Pool 2016-17 Trueup

	Master Acct ID	Total Usage FY 2016-17 (therms) (1)	Al	BAG POWER Costs (2)	Gas Storage Costs (3)	P	G&E Costs (4)	G&E Cost True- to financials (5)	Total Costs	T	otal Levelized Charges	T	otal Adjustment (6)
Non-Core													
San Mateo County	SANACPC014	404,531	\$	161,608.26	\$ -	\$	-	\$ -	\$ 161,608.26	\$	194,160.00	\$	(32,551.74)
Santa Rosa, City (Co-gen)	SANACPC012	251,999	\$	100,672.43	\$ -	\$	-	\$ -	\$ 100,672.43	\$	91,140.00	\$	9,532.43
Watsonville, City (Co-gen)	WATACPC002	208,663	\$	83,359.90	\$ -	\$	-	\$ -	\$ 83,359.90	\$	86,760.00	\$	(3,400.10)
TOTAL - Noncore		865,193	\$ \$	345,640.59 0.3995	\$ -	\$	-	\$ -	\$ 345,640.59	\$	372,060.00	\$	(26,419.41)
GRAND TOTAL (Core + Noncore)		7,007,362	\$	2,799,408.42	\$ 130,941.86	\$	4,153,016.13	\$ 30,049.63	\$ 7,113,416.04	\$	7,972,140.00	\$	(858,723.93)
											w/ Credit Total: s w/ Debit Total:	\$ \$	(1,272,357.10) 413,633.17

Notes:

- (1) Actual usage based on meter read data from PG&E, prorated to calendar months. Data is current as of 10/02/17.
- (2) Annual ABAG POWER program costs, less storage costs and interest income, prorated to members based on usage.
- (3) Storage costs allocated to core accounts only, based on usage.
- (4) Actual PG&E pass-through costs received via EDI, prorated to calendar months. Includes: Customer Charge, Transportation Charge and Public Purpose Program charge. Data is current as of 10/02/17.
- (5) Timing differences between when PG&E charges show up on a customer's bill and when the charges are paid by ABAG POWER create a difference between the year-end amounts shown on the financial reports and the total amounts billed. This difference is allocated to members in order to reconcile with the official financial statements.
- (6) Booked on Balance Sheet as "Unearned Energy Revenues."

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ABAG POWER Membership Survey

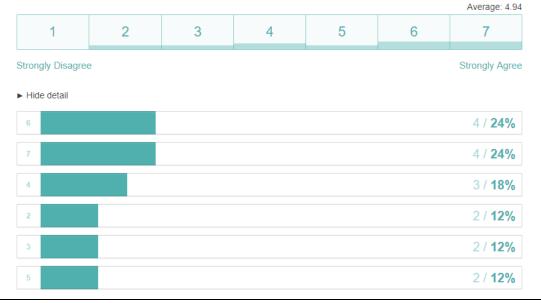
Over the past few years, the natural gas program has encountered challenges in simultaneously meeting its competing goals of price stability and cost savings. The Executive Committee is currently reviewing the goals and services of the program, and to inform the process we have created a short survey to gather input from members. As program participants, we value your honest input and intend to use this insight in the program's decision-making process.



2 → Short term rate stability (within a given year) is very important to my agency

Please rank your agreement with the above statement.

17 out of 18 people answered this question



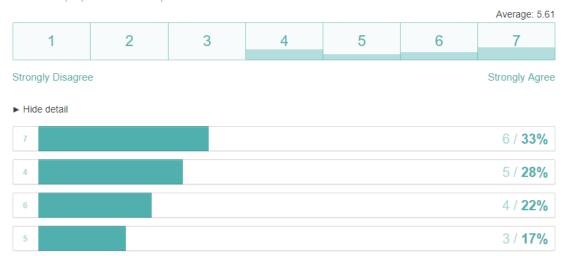
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3 → Long term rate stability (across multiple years) is very important to my agency

Please rank your agreement with the above statement.

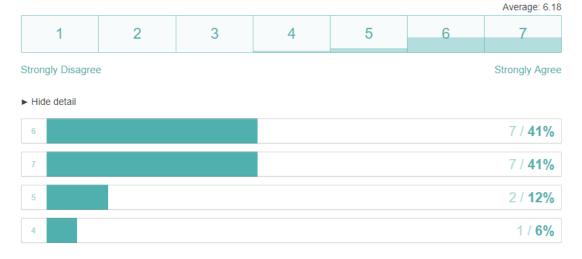
18 out of 18 people answered this question



4 → Cost savings as compared to PG&E is very important to my agency

Please rank your agreement with the above statement.

17 out of 18 people answered this question



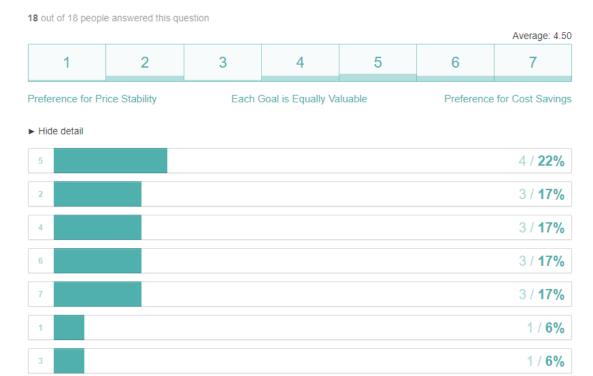
ASSOCIATION OF BAY AREA GOVERNMENTS

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5 Striving to meet both of the program's goals simultaneously often means compromising one or both goals. To determine whether there is a preference towards one goal, please use the scale below to indicate your level of preference towards one objective.

(A value of "1" indicates a significant preference to obtain price stability at the expense of cost savings. A value of "7" indicates a significant preference to obtain cost savings at the expense of price stability.)



6 → Increasing the program's gas usage allows it to spread fixed costs and gain greater economies of scale. By default, gas accounts are added to PG&E's service even if the customer is a member of ABAG POWER. Would your agency be willing to allow ABAG POWER to work with PG&E to identify existing customer accounts for possible transfer to the ABAG POWER program?

18 out of 18 people answered this question





7 Please rank the following additional program service areas in terms of potential interest for your agency:

(1 = lowest priority, 3 = highest priority)

Energy Saving Assistance Programs

18 out of 18 people answered this question



▶ Hide detail

1	**	10 / 56%
2	***	8 / 44%

Renewable Natural Gas

18 out of 18 people answered this question



► Hide detail

1	***	9 / 50%
2	**	6 / 33%
3	*	3 / 17%

Web Access to ABAG POWER Reporting

18 out of 18 people answered this question



▶ Hide detail

