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# Commission Agenda

**Date:** January 23, 2025

Subject: NCPA Commission Meeting

Location: The Kimpton Sawyer Hotel, 500 J Street, Sacramento, CA

Time: 9:00 am

The Commission may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an Action Item, a Report or an Informational Item. This agenda is supplemented by Staff Reports which are available to the public upon request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA Offices, 651 Commerce Drive, Roseville, California, or <a href="https://www.ncpa.com">www.ncpa.com</a>.

Time estimates are provided as part of the Commission's effort to manage its time at Commission meetings. Listed times are estimated only and are subject to change at any time, including while the meeting is in progress. The Commission reserves the right to use more or less time on any item, to change the order of items, and/or to continue items to another meeting. Particular items may be heard before or after the time estimated on the agenda. This may occur in order to best manage the time at a meeting or to adapt to the participation of the public. To ensure participation in a particular item, we suggest arriving at the beginning of the meeting and remaining until the item is called.

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916 781-3636 in advance of the meeting to arrange for such accommodations.

#### **REVIEW SAFETY PROCEDURES**

- 1. Call Meeting to Order, Introductions and Roll Call (9:00 am 9:10 am)
- 2. Approve Minutes of the December 5, 2024, Regular Commission Meeting (9:10 am 9:15 am)

#### PUBLIC FORUM

Any member of the public who desires to address the Commission on any item considered by the Commission at this meeting before or during the Commission's consideration of that item shall so advise the Chair and shall thereupon be given an opportunity to do so. Any member of the public who desires to address the Commission on any item within the jurisdiction of the Commission and not listed on the Agenda may do so at this time.

#### **OPEN SESSION**

## REPORTS AND COMMITTEE UPDATES (9:15 am - 9:35 am)

- 3. General Manager's Business Progress Report and Update
- 4. Executive Committee
- 5. Facilities Committee
- 6. Finance Committee
- 7. Legal Committee
- **8.** Legislative & Regulatory Affairs Committee
- 9. Members' Announcements & Meeting Reporting

## CONSENT CALENDAR (9:35 am - 9:45 am)

All items on the Consent Calendar are considered routine and will be approved without discussion by a single roll call vote. Any Commissioner or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar. Prior to the roll call vote to approve the Consent Calendar, the Commissioners will be polled to determine if any Member wishes to abstain from one or more items on the Consent Calendar.

- 10. NCPA's Financials for the Month Ended November 30, 2024 approval by all members.
- 11. Treasurer's Report for the Month Ended November 30, 2024 accept by all members.
- **12.** Disposal of Northern California Power Agency Surplus Property note and file the report by all members for the disposal of the following: High Voltage shrink wrap from LEC. **Fiscal Impact**: This report has no direct fiscal impact to the Agency.
- 13. Resolution 25-01, Process Measurement Group dba Toledo Industrial Coatings Five Year Multi-Task General Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Process Measurement Group dba Toledo Industrial Coatings for specialized industrial protective coatings related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.
  - **Fiscal Impact**: Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years.
- 14. Resolution 25-02, Integrity Inspections Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Integrity Inspections for specialty mechanical and inspection services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA,

NCPA Members, by SCPPA and SCPPA Members.

**Fiscal Impact**: Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years.

- 15. Resolution 25-03, Custom Valve Solutions, Inc. dba Custom Valve Solutions Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Custom Valve Solutions, Inc. dba Custom Valve Solutions for specialty machining and motor maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years.
- 16. Resolution 25-04, Matheson Tri-Gas, Inc. Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following: All NCPA Facilities adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc. for CEMS EPA gases purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA.
  Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
- 17. Resolution 25-05, Thatcher Company of California, Inc. Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following: All NCPA Facilities adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc. for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA.

  Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,500,000 over five years.
- 18. Resolution 25-06, Blackhawk Painting Co., Inc. Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Blackhawk Painting Co., Inc. for specialized industrial protective coatings related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

  Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years.
- 19. Resolution 25-07, Jacobs Engineering Group, Inc. Five Year Multi-Task Professional Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Jacobs Engineering Group, Inc. for project support related consulting and engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

**Fiscal Impact**: Upon execution, the total not to exceed amount of the agreement will remain unchanged at not to exceed \$2,000,000.

20. Resolution 25-08, American Industrial Scaffolding, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with American Industrial Scaffolding, Inc. for scaffolding and insulation services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

**Fiscal Impact**: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.

- 21. Resolution 25-09, Stephens Mechanical Corporation Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Stephens Mechanical Corporation for miscellaneous mechanical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
  - **Fiscal Impact**: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
- 22. Resolution 25-10, Airgas USA, LLC Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following: All NCPA Facilities adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC for CEMS EPA gas purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA.

**Fiscal Impact**: Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years.

- 23. Resolution 25-11, GeothermEx, Inc. Five Year Multi-Task Consulting Services Agreement; Applicable to the following: NCPA Geothermal Facility adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with GeothermEx, Inc. for geothermal reservoir numerical simulations services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at the Geothermal Facility. Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
- 24. Resolution 25-12, Community Tree Service, LLC Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Community Tree Service, LLC for vegetation management services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

**Fiscal Impact**: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.

- 25. Resolution 25-13, Summit Line Construction, Inc. Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities (except the Lodi Energy Center), NCPA Members, SCPPA, and SCPPA Members adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Summit Line Construction, Inc. for power pole line inspection and maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA (except the Lodi Energy Center), NCPA Members, by SCPPA, and SCPPA Members. Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,000,000 over five years.
- 26. Resolution 25-18, Osmose Utilities Services, Inc. Five Year Multi-Task Professional Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Osmose Utilities Services, Inc. for Contact Voltage Surveys with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

  Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years

Consent Items pulled for discussion:		

## DISCUSSION / ACTION ITEMS (9:45 am - 10:30 am)

27. Resolution 25-14, U.S. Department of Energy 247 Hydroelectric Grant Agreements; Applicable to the following: NCPA Hydroelectric Facilities – adopt resolution by all members authorizing the Commission to accept the conditional grant funding agreements associated with The Infrastructure Investment and Jobs Act Provision 40333 (Energy Policy Act 2005 Section 247) and delegating the authority to the General Manager or his designee to execute Department of Energy (DOE)-generated agreements for the funding towards five (5) NCPA projects for a total funding value not-to-exceed \$5,000,000. Individual projects receiving grant funding have either already been approved by the Commission or are set to be brought to the Commission for approval at a later date and all relate to FERC Project No. 2409.
Fiscal Impact: The projects submitted for participation in the BIL grants were previously identified by NCPA staff as either current or future projects. All the projects have already incurred at least some reimbursable costs, with the Upper Utica Dam Maintenance being complete and Collierville Powerhouse Sump Oil Water Separator having incurred most costs.

Project Title	Estimated Cost	Grant Reimbursement
Clarks Creek Flood Risk Reduction Project	\$2,208,012	\$631,241
Collierville Powerhouse Sump Oil Water Separator	\$296,090	\$117,000
Collierville Transformer Maintenance	\$1,731,236	\$431,528
McKays 17KV Hardening Project	\$912,433	\$173,321
McKays Point Sediment Removal Project	\$67,000,000	\$3,646,910
		\$5,000,000

Grant funding maximum amounts were calculated during the initial application and the current costs are estimates. The maximum grant funding amount is up to 30% of the allowable project costs, as indicated in the table above.

28. Resolution 25-15, Geothermal Plants 2025 Spring Outages Project; Applicable to the following: NCPA Geothermal Facility – adopt resolution by all members authorizing the Geothermal Plants 2025 Spring Outages and delegating authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$3,525,000, to be funded from the approved FY 2025 Geothermal Budget and the Geothermal Maintenance Reserve Fund, and authorization to spend \$1,800,000 from the Maintenance Reserve for this work.

**Fiscal Impact**: The total cost is anticipated not to exceed \$3,525,000. A breakdown of the project costs is shown in the table below.

Plant	Cost
Plant 1	\$1,730,000
Plant 2	\$1,545,000
Contingency	\$250,000
Total Project Cost	\$3,525,000

Funding to complete the Geothermal Facility Plants 2025 Spring Outages Project will come from the combined use of funds from the approved FY 2025 Geothermal Budget and the Geothermal Maintenance Reserve. Funds totaling \$1,800,000 for the Project will come from the Geothermal Maintenance Reserve account.

29. Resolution 25-16, Second Phase Agreement for Combustion Turbine Project Number Two Repower Project - adopt resolution by all members for (1) Commission approval of the Second Phase Agreement for Combustion Turbine Project Number Two Repower Project (Second Phase Agreement), and authorizing the General Manager of Northern California Power Agency (NCPA) or his designee, to enter into the Second Phase Agreement on behalf of NCPA, upon receipt of signed agreements from the Project Participants, including any modifications to the Second Phase Agreement approved by NCPA's General Counsel, and (2) upon approval and execution of the Second Phase Agreement, Commission approval and authorization for the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for work as described in the Second Phase Agreement, and (3) Commission approval and authorization for NCPA to use certain CT2 Repower Project Participant funds currently held by NCPA in the CT2 Project decommissioning and reserve accounts to fund certain Second Phase Agreement Activities on behalf of the CT2 Repower Project Participants, as shall be further coordinated with the CT2 Repower Project Participant Designated Representatives. Fiscal Impact: By executing the Second Phase Agreement, each CT2 Repower Project Participant acknowledges and agrees to be bound by the terms and conditions of the Second Phase Agreement, and that the Second Phase Agreement is written as a "take-or-pay" agreement; therefore, any and all Project Costs incurred by NCPA under this Second Phase Agreement shall be allocated and charged to each CT2 Repower Project Participant in proportion to such CT2 Repower Project Participant's Project Participation Percentage as set forth in Exhibit A of the Second Phase Agreement.

Upon approval and execution of the Second Phase Agreement and subject to subsequent approval of one or more CT2 Repower Project Participants, NCPA shall be authorized to use certain CT2 Repower Project Participant funds currently held by NCPA in the CT2 Project decommissioning and reserve accounts to fund certain Second Phase Agreement Activities on behalf of the CT2 Repower Project Participants. Total Project Costs associated with the Second

Phase Agreement Activities are estimated to be approximately \$5,118,964.00, but all actual Project Costs incurred by NCPA will be invoiced.

**30.** Resolution 25-17, Appointment to the NCPA Finance Committee – adopt resolution by all members appointing Melissa Price, Assistant Electric Utility Director for the City of Lodi / Lodi Electric, as the Chair of the Finance Committee.

**Fiscal Impact:** There is no fiscal impact in appointing Melissa Price as the Chair of the Finance Committee

31. Resolution 25-19, Amendment 1 to Contract 21-SNR-02661 – adopt resolution by all members approving Amendment 1 to Contract 21-SNR-02661 between Northern California Power Agency (NCPA) and Western Area Power Administration Sierra Nevada Region (WAPA), and authorize the General Manager or his designee to enter into Amendment 1 to Contract 21-SNR-02661, acting on behalf of NCPA, to acquire up to 62 MW of Pacific Alternating Current Intertie transmission service to the PG&E DLAP based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor, including any non-substantial modifications to Amendment 1 to Contract 21-SNR-02661 recommended and approved by NCPA's General Counsel.

**Fiscal Impact**: Pursuant to WAPA's Rate Schedule PACI-T4, it is estimated that the cost of acquiring up to 62 MW of Pacific Alternating Current Intertie transmission service will be \$986 per MW-month, or approximately \$61,132.00 per month. In accordance with the AAA, all costs and charges incurred by NCPA related to the Base Resource Contract, including any amendments thereto, shall be allocated and paid by the Assigning Members.

#### **NEW BUSINESS**

## <u>ADJOURNMENT</u>