



651 Commerce Drive  
Roseville, CA 95678

phone (916) 781-3636  
fax (916) 783-7693  
web www.ncpa.com

# Commission Minutes

---

**To:** NCPA Commission  
**From:** Cary A. Padgett, Assistant Secretary to the Commission  
**Subject:** NCPA Commission Meeting – December 1, 2022

---

## 1. Call Meeting to Order and Introductions

Chair Jerry Serventi called the meeting to order at 9:36 am at NCPA, 651 Commerce Drive, Roseville, CA. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

CJ Berry, Lompoc, arrived at the meeting at 10:46 am.

## 2. Approve Minutes of the November 3, 2022, Regular Commission Meeting.

MOTION: A motion was made by Pauline Roccucci, and seconded by Jenelle Osborne to approve the minutes of the November 3, 2022, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland	Y		
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra			X

## PUBLIC FORUM

Chair Serventi opened the public comment period. No members from the public addressed the Commission. Chair Serventi closed the public comment period.

## **REPORTS AND COMMITTEE UPDATES**

### **3. General Manager's Business Progress Report and Update**

- This year, NCPA staff purchased and wrapped holiday gifts for 20 kids and 20 seniors. Thanked NCPA staff for their continued support to the program and their generous donations.
- The energy market continues to be volatile and natural gas prices are very high.
- Speaking at NWPPA's Power Supply Conference later this month on pricing in organized markets.

### **4. Executive Committee**

Committee Chair Serventi reported the Executive Committee met several times since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel. The Committee also met in closed session. No reportable action was taken in closed session.

### **5. Facilities Committee**

Assistant General Manager Tony Zimmer reported the Committee met three times since the last Commission meeting, and met jointly with NCPA's Legal Committee. The Committee discussed items 14, 17, 18, 19, 21, 22, 23, and 24 on today's Agenda. Item 20 on today's agenda, the Third Amendment to the Antelope Expansion 1B, Power Purchase Agreement, is being pulled. A quorum of the Committee was established, and recommended Commission approval of all items. The next Committee meeting is scheduled for December 7.

### **6. Finance Committee**

Committee Chair Catalina Sanchez reported the Finance Committee met once since the last Commission meeting. The Committee reviewed item 16 on the today's Consent Calendar, and recommended Commission approval. The Committee also received an overview from the investment banking firm, RBC, regarding the mechanics and estimated savings of a 12-year prepaid energy transaction that closely matched the PPA currently being negotiated with Calpine. This transaction could be an option for the participants to consider in the future as it reflected an estimated savings of just over 5% or about \$40 million. NCPA will continue to monitor and report on this option at future meetings.

PFM provided a report on the status of the financial markets. Rates continue to climb with the Fed's continued 75 basis point rate hikes bringing the target rate to a range of 3.75% to 4.00% in their attempts at slowing inflationary growth. While rates are still less than historical averages, current sentiment indicates the Fed is not done and will continue raising rates but at a slower pace, closer to 50 basis points at future meetings.

Thanked Santa Clara's Ann Hatcher for serving as a member of the Finance Committee since September 2016.

The next Finance Committee meeting is scheduled for February 7.

### **7. Legal Committee**

General Counsel Jane Luckhardt reported the Committee met once in a Joint Meeting with NCPA's Facilities Committee since the last Commission meeting. The next Committee meeting will be held on December 8.

## 8. Legislative & Regulatory Affairs Committee

Committee Chair Jenelle Osborne reported the Committee met once since the last Commission meeting. The Committee approved the 2023 L&R Strategic Plan and heard reports from staff. In November, a delegation of NCPA Officers and staff traveled to Washington, DC to meet with congressional delegation, energy committee staff, and federal agency representatives on issues related to NCPA and its members. Provided an update on upcoming NCPA events: NCPA Strategic Issues Conference January 17-19, in Sacramento, and Capitol Day on February 6, in Sacramento. Contact NCPA staff for further information. The next Legislative & Regulatory Affairs Committee meeting is scheduled for February 22.

## 9. Members' Announcements & Meeting Reporting

No Member announcements or reports were shared.

### CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any Member wished to pull an item or abstain from one or more items on the Consent Calendar.

Item 20 was pulled from the Agenda.

MOTION: A motion was made by Mark Chandler, and seconded by Bo Sheppard to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland	Y		
Redding	Y		
Roseville	Y	19	
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra			X

10. **NCPA's Financials for the Month Ended September 30, 2022** – approval by all members.

11. **Treasurer's Report for the Month Ended September 30, 2022** – 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: Scrap metal, heat exchanger from HVAC, valves and motors from Geothermal Plant. **Fiscal Impact:** This report has no direct fiscal impact to the Agency.

13. **Resolution 22-116, Performance Mechanical, Inc. – Five Year Multi-Task General Services Agreement for General T&M Maintenance Services; 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 Performance Mechanical, Inc. for general T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$4,000,000 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 \$4,000,000 over five years.

- 14. Resolution 22-117, TNT Industrial Contractors, Inc. – Five Year Multi-Task General Services Agreement for General T&M Maintenance Services; 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 TNT Industrial Contractors, Inc. for general T&M maintenance 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 cost of the agreement is not to exceed \$2,000,000 over five years.
- 15. Resolution 22-119, Approval of the FY 2021-2022 Annual Billing Settlements** – adopt resolution and the attachments thereto by all members regarding the FY 2021-2022 Annual Billing Settlements.

**Fiscal Impact:** Upon approval by the Commission, the amount of \$5,733,207 will be distributed to participants. NCPA member refund amounts will be deposited into their respective General Operating Reserve accounts. Non-members will receive a refund or collection miscellaneous billing in early December.
- 16. Resolution 22-120, Delegate Investment Duties to the Treasurer-Controller for Calendar Year 2023** – adopt resolution by all members delegating to the Treasurer-Controller the authority to establish proper safeguards, controls, and procedures to maintain NCPA funds in a lawful, rational, and prudent manner including the investment of such funds until the authority is revoked or expires, and shall make a report each month of those transactions to the Commission.

**Fiscal Impact:** There is no direct dollar impact to this proposed policy. The resolution delegates authority to the Treasurer-Controller for the investment activities of the Agency.
- 17. Resolution 22-121, Authorize Northern California Power Agency General Manager to Execute Confirmation Number 0282 for Ascend Analytics, LLC Services to the City of Vernon/Vernon Public Utilities and Issue a Corresponding Purchase Order Under the Shared Services Agreement** – adopt resolution by all members authorizing the NCPA General Manager or his designee to execute Confirmation Number 0282, with any non-substantive changes as approved by the NCPA General Counsel and SCPPA General Counsel, and issue a corresponding Purchase Order to Ascend Analytics, LLC for Integrated Resource Plan services to the City of Vernon/Vernon Public Utilities.

**Fiscal Impact:** There is no fiscal impact to NCPA. The services provided by Ascend Analytics, LLC to Vernon will be billed to and paid by Vernon pursuant to the terms of the Confirmation under the Shared Services Agreement. NCPA's administrative costs will be reimbursed by Vernon.
- 18. Resolution 22-122, Revised Deposit Calculation for Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Services Agreements** – adopt resolution by all members authorizing the General Manager or his designee to temporarily implement revised deposit calculation requirements for the Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Service Agreements (collectively "Programs") based on the highest single-month contract cost(s) plus the two highest months of negative Mark-to-

Market over the upcoming twelve months until final recommendations of the Reserve and Program Security Deposit Study can be approved by the Commission. In addition, each Program deposit calculation requirement shall be updated biannually during the first and third quarters and/or market purchase(s).

**Fiscal Impact:** Approval of Resolution 22-122 will not have a direct impact on the appropriations already authorized by the approval of the FY2023 budget. This action will temporarily modify how the Security Deposit Calculation is performed for each respective agreement until final recommendations can be approved by the Commission.

- 19. Resolution 22-123, Approval of Meter Data Management Agent Services Agreement between the Northern California Power Agency and Trimark Associates, Inc.; This Agreement is for use at BART Facilities Only** – adopt resolution by all members approving the Meter Data Management Agent Services Agreement between Northern California Power Agency (NCPA) and Trimark Associates, Inc., and authorize the General Manager or his designee to enter into a Meter Data Management Agent Services Agreement between NCPA and Trimark, on behalf of NCPA, to supply Meter Data Management Agent (MDMA) services to the San Francisco Bay Area Rapid Transit District (BART), including any non-substantial modifications to the Meter Data Management Agent Services Agreement recommended and approved NCPA’s General Counsel.

**Fiscal Impact:** The Meter Data Management Agent Services Agreement includes a not to exceed amount of \$300,000 for a term of two (2) years. Pursuant to the BART SMSA, all charges and costs for MDMA services supplied to NCPA on behalf of BART, will be passed through to BART by including such charges and costs in BART’s All Resources Bill.

- 20. Resolution 22-125, Approval of Authority to Execute a Third Amendment to the Antelope Expansion 1B, LLC Power Purchase Agreement** – adopt resolution by all members authorizing the General Manager of NCPA to execute a Third Amendment to the Power Purchase Agreement between NCPA and Antelope Expansion 1B, LLC (PPA), to extend the Outside Commercial Operation Date to February 28, 2023, as such may be required, including any modifications to the Third Amendment to the PPA approved by NCPA’s General Counsel.

**Fiscal Impact:** Work associated with developing a Third Amendment to the PPA will be undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

## **DISCUSSION / ACTION ITEMS**

- 21. Resolution 22-118, PG&E Negotiated Gas Transmission Rate Agreement Extension** – adopt resolution by all members authorizing the General Manager or his designee to negotiate and execute an extension of the Negotiated Gas Transmission Rate Agreement executed in 2019 between NCPA and PG&E, not to exceed the proposed 2023 volumetric rate.

**Fiscal Impact:** The negotiated rate structure will allow NCPA’s Combustion Turbines (LEC, CT2, and CT1) to be more competitive in the market, which will allow for a higher capacity factor and increased margins.

Assistant General Manager Michael DeBortoli provided a verbal overview of the PG&E Negotiated Transmission Rate Agreement Extension. The Commission discussed and asked questions.

**MOTION:** A motion was made by Mark Chandler and seconded by Pauline Roccucci to adopt resolution authorizing the General Manager or his designee to negotiate and execute an extension of the Negotiated Gas Transmission Rate Agreement executed in 2019 between NCPA and PG&E, not to exceed the proposed 2023 volumetric rate. The motion carried by a majority on a roll call vote of those members present as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland	Y		
Redding		X	
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra			X

**22. Resolution 22-124, Approval of Purchase Agreements Between Geysers Power Company, LLC and Northern California Power Agency, and the Third Phase Agreement for Purchase Agreements with Geysers Power Company, LLC** – adopt resolution by all members approving: (i) the Purchase Agreements between Geysers Power Company, LLC, and Northern California Power Agency (NCPA), and (ii) the Third Phase Agreement for Purchase Agreements with Geysers Power Company, LLC, and authorize the General Manager of NCPA, acting on behalf of NCPA, to enter into (i) the Purchase Agreements between Geysers Power Company, LLC, and NCPA, and (ii) the Third Phase Agreement for Purchase Agreements with Geysers Power Company, LLC, including any modifications to the Purchase Agreements or Third Phase Agreement recommended and approved by the NCPA General Counsel.

**Fiscal Impact:** Pursuant to the terms and conditions of the Third Phase Agreement, each Participant acknowledges and agrees to be bound by the terms and conditions of the Third Phase Agreement, and that the Third Phase Agreement is written as a “take-or-pay” agreement, and any resource adequacy capacity and renewable energy products delivered to NCPA under the Purchase Agreements shall be delivered to each Participant in proportion to such Participant’s Project Participation Percentage as set forth in Exhibit A of the Third Phase Agreement, and each Participant shall accept and pay for its respective percentage of such resource adequacy capacity and renewable energy products. NCPA’s costs for development and administration of the Purchase Agreements and the Third Phase Agreement will be allocated to Members in accordance with the Third Phase Agreement, the Power Management and Administrative Services Agreement, the Amended and Restated Facilities Agreement, and approved cost allocation methodologies as described in the NCPA annual budget.

Assistant General Manager Tony Zimmer provided a presentation to the Commission. The Commission discussed and asked questions.

MOTION: A motion was made by Suds Jain and seconded by Bo Sheppard to adopt resolution approving: (i) the Purchase Agreements between Geysers Power Company, LLC, and Northern California Power Agency (NCPA), and (ii) the Third Phase Agreement for Purchase Agreements with Geysers Power Company, LLC, and authorize the General Manager of NCPA, acting on behalf of NCPA, to enter into (i) the Purchase Agreements between Geysers Power Company, LLC, and NCPA, and (ii) the Third Phase Agreement for Purchase Agreements with Geysers Power Company, LLC, including any modifications to the Purchase Agreements or Third Phase Agreement recommended and approved by the NCPA General Counsel.

The motion carried by a majority on a roll call vote of those members present as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg		X	
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland	Y		
Redding		X	
Roseville		X	
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner		X	
Ukiah		X	
Plumas-Sierra			X

**23. Resolution 22-126, Find: 1) the California Energy Commission (CEC) exercised its exclusive jurisdiction and licensed Northern California Power Agency’s Geothermal Plant 2 on December 29, 1982, 2) the CEC’s power plant site certification program has been certified by the Secretary of Resources as a California Environmental Quality Act (CEQA) equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Geothermal Plant 2 Unit 4 Overhaul Project is a maintenance project subject to and consistent with the CEC’s license as all work will be done within the existing power plant building, and 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c) and 15311(c) (Classes 1, 2 and 11 as described in Title 14 of the California Code of Regulations at §§15000 et seq.)** – adopt resolution by all members finding: 1) the California Energy Commission (CEC) exercised its exclusive jurisdiction and licensed Northern California Power Agency’s Geothermal Plant 2 on December 29, 1982, 2) the CEC’s power plant site certification program has been certified by the Secretary of Resources as a California Environmental Quality Act (CEQA) equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Geothermal Plant 2 Unit 4 Overhaul Project is a maintenance project subject to and consistent with the CEC’s license as all work will be done within the existing power plant building, and 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c) and 15311(c) (Classes 1, 2 and 11 as described in Title 14 of the California Code of Regulations at §§15000 et seq.)

**Fiscal Impact:** Approval of these CEQA findings has no direct fiscal impact to the Agency.

General Counsel Jane Luckhardt provided the Commission the legal background on why the Commission must approve the CEQA findings prior to approving the amendment to Geothermal Plant 2 Unit 4 Overhaul Project. Assistant General Manager Michael DeBortoli provided a brief overview as well. In addition, General Counsel Luckhardt noted the March 12, 1980, date noted in the NOW, THEREFORE BE IT RESOLVED, is incorrect and will be deleted from the approved resolution.

**MOTION:** A motion was made by Suds Jain, and seconded by Mark Chandler to adopt resolution finding: 1) the California Energy Commission (CEC) exercised its exclusive jurisdiction and licensed Northern California Power Agency’s Geothermal Plant 2 on December 29, 1982, 2) the CEC’s power plant site certification program has been certified by the Secretary of Resources as a California Environmental Quality Act (CEQA) equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Geothermal Plant 2 Unit 4 Overhaul Project is a maintenance project subject to and consistent with the CEC’s license as

all work will be done within the existing power plant building, 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c) and 15311(c) (Classes 1, 2 and 11 as described in Title 14 of the California Code of Regulations at §§15000 et seq.), and 6) remove the March 12, 1980 date in the NOW, THEREFORE BE IT RESOLVED.

The motion carried by a majority on a roll call vote of those members present as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding		X	
Roseville		X	
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner		X	
Ukiah	Y		
Plumas-Sierra			X

**24. Amend Resolution 21-109, NCPA Geothermal Plant 2, Unit 4 Overhaul Project Modifying the Scope and Requesting Additional Funds; Applicable to the following: NCPA Geothermal Facility** – adopt amended resolution 21-109 by all members for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project: 1) modifying the scope of work and increasing the total not-to-exceed amount of this project from \$3,500,000 to \$5,000,000; 2) delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project; 3) authorizing an increase and use of \$1,500,000 from the Maintenance Reserve; and 4) recommending up to \$500,000 per year be added to the future budget proposals for fiscal years 2024, 2025, and 2026, to replenish the Maintenance Reserve to the extent not recovered from insurance and to reflect the actual cost to repair Unit 4.

**Fiscal Impact:** The project is currently funded to \$3,500,000 from the Maintenance Reserve. This amendment will result in an updated total not to exceed amount to \$5,000,000. An additional \$1,500,000 of funds is being requested from Members for project completion. Any funds received from insurance proceeds will be deposited back into the Maintenance Reserve account. Sufficient funds remain in the Maintenance Reserve to complete the additional work, however, the Maintenance Reserve will need to be replenished to offset these expenditures. NCPA Staff will recommend during budget proposals an increased collections up to an additional \$500,000 for the Maintenance Reserve for fiscal years 2024, 2025, and 2026, as adjusted by the actual costs and insurance recovery.

The Geothermal Plant 2 Unit 4 Overhaul Project additional scope forecast is shown below:

- Proposed Project Costs: \$1,127,048.00
- 33% Contingency: \$372,952.00
- **Additional Project Authorization Total: \$1,500,000.00**

Assistant General Manager Michael DeBortoli provided an overview on the overhaul project. The Commission discussed and asked questions.

**MOTION:** A motion was made by Mark Chandler, and seconded by Pauline Roccucci to adopt resolution members for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project: 1) modifying the scope of work and



increasing the total not-to-exceed amount of this project from \$3,500,000 to \$5,000,000; 2) delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project; 3) authorizing an increase and use of \$1,500,000 from the Maintenance Reserve; and 4) recommending up to \$500,000 per year be added to the future budget proposals for fiscal years 2024, 2025, and 2026, to replenish the Maintenance Reserve to the extent not recovered from insurance and to reflect the actual cost to repair Unit 4.

The motion carried by a majority on a roll call vote of those members present as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland	Y		
Redding		X	
Roseville	Y		
Santa Clara	Y		
Shasta Lake		X	
Truckee Donner		X	
Ukiah	Y		
Plumas-Sierra			X

**INFORMATIONAL ITEM**

**25. NCPA Geothermal Steam Field Model Update** – update and staff presentation.

NCPA Geothermal staff Dylan Esquivel gave a presentation on the Geothermal Steam Field Model update. NCPA’s project scope is to develop a numerical reservoir model of the Geysers Geothermal Field with an emphasis on the NCPA lease. NCPA has utilized its TETRAD model for years in addressing strategic resource questions including future steam production, pressure decline, and injection strategy. NCPA is transitioning from the previous TETRAD software to ECLIPSE simulation software. The ECLIPSE software allows for additional inputs and improvements to better address those questions, with more advanced modeling capabilities, higher model resolution, marked improvement on visualization, field management, geological representation, and well data repository.

Non-essential Members and NCPA staff left the meeting for closed session item.

**CLOSED SESSION**

Chair Serventi asked General Counsel to move the Commission into closed session at 11:08 am. General Counsel Jane Luckhardt took the Commission into closed session.

**26. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

A. Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation, three (3) cases:

- 1) Case Name: *Northern California Power Agency, City of Redding, City of Roseville, and City of Santa Clara v. the United States*, Court of Federal Claims No. 14-817C.

- 2) Case Name: *City of Santa Clara dba Silicon Valley Power and Northern California Power Agency v. California Department of Water Resources*, Sacramento County Superior Court, Case No. 34-2022-00323425.
- 3) Case Name: *In Re PG&E Corporation and Pacific Gas and Electric Company: United States District Court, Northern District of California*, Case No. 4:22-cv-02833-HSG.

B. Pursuant to Government Code Section 54956.9(d)(2) – Potential Litigation, one (1) case.

## **OPEN SESSION**

### **RECONVENED TO OPEN SESSION**

All meeting attendees rejoined the public meeting at 11:25 am.

### **REPORT FROM CLOSED SESSION**

*Closed Session Disclosure:* General Counsel Jane Luckhardt reported there was no reportable action taken in closed session.

## **NEW BUSINESS**

Commissioner Mark Chandler, Lodi, shared this is his last Commission meeting and that he truly enjoyed his time on the Commission. Chair Serventi thanked Commissioner Chandler for his service and years on the Commission.

Randy Howard recognized Cary Padgett for her years of service with NCPA. This is her last Commission meeting as she is retiring at the end of the year.

## **ADJOURNMENT**

The November 3, 2022, Commission meeting was adjourned at 11:30 am by Chair Serventi.

Respectfully submitted,  
//  
JERRY SERVENTI  
Commission Chair

Prepared by,  
//  
CARY A. PADGETT  
Assistant Secretary to the Commission

Attachments



651 Commerce Drive  
Roseville, CA 95678

phone (916) 781-3636  
fax (916) 783-7693  
web [www.ncpa.com](http://www.ncpa.com)

# Commission Staff Report

AGENDA ITEM NO.: **5**

---

**Date:** January 19, 2022  
**To:** NCPA Commission  
**Subject:** January 4, 2023 Facilities Committee Meeting Minutes

---

The attached Draft Minutes are being provided for information and to augment the oral Committee report.



651 Commerce Drive  
Roseville, CA 95678

phone (916) 781-3636  
fax (916) 783-7693  
web www.ncpa.com

# Minutes – Draft

---

**Date:** January 5, 2023  
**To:** NCPA Facilities Committee  
**From:** Carrie Pollo  
**Subject:** January 4, 2023 Facilities Committee Meeting Minutes

---

- 1. Call Meeting to Order and Roll Call** – The meeting was called to order by Committee Vice Chair Shiva Swaminathan (Palo Alto) at 9:04 am. Attending via teleconference and on-line presentation were Midson Hay (Alameda), Dennis Schmidt (Biggs), Cliff Wagner and Jake Carter (Gridley), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Basil Wong (Santa Clara), and Cindy Sauers (Ukiah). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and online presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Lompoc, Plumas-Sierra, Shasta Lake, and TID were absent. A quorum of the Committee was established.

## **PUBLIC FORUM**

No public comment.

## **OPEN SESSION**

## **DISCUSSION / ACTION ITEMS**

- 2. Approval of Minutes from the December 7, 2022 Facilities Committee Meeting.**

**Motion:** A motion was made by Cliff Wagner and seconded by Brian Schinstock recommending approval of the December 7, 2022 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

- 3. Authorize NCPA's General Manager to Execute Confirmation Number 0290 for Performance Mechanical, Inc. Services to Roseville/Roseville Electric Utility and Issue a Purchase Order Under the Support Services Program** – Subject to approval by the Roseville City Council of the requested services under the terms of the Northern California Power Agency Support Services Program Agreement and its determination under CEQA, staff was seeking a recommendation for approval of Resolution 23-03 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0290 in the amount not-to-exceed \$751,675.00, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to Performance Mechanical, Inc. for HRSG maintenance, piping work, hydro-testing, other needed maintenance, outage support, and parts supply for Roseville during its spring 2023 outage.

The City of Roseville became a signatory to the NCPA Support Services Program Agreement (SSPA) on October 5, 2015, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

NCPA executed an Agreement with Performance Mechanical, Inc. for outage support, maintenance services and parts supply on December 5, 2022. Roseville/Roseville Electric Utility (Roseville) submitted a Member Task Request under the SSPA for services from Performance Mechanical, Inc. in October 2022. Confirmation Number 0290 is subject to approval by the Roseville City Council and its determination that the action contemplated by this Confirmation does not require further analysis under CEQA. The Confirmation not-to-exceed amount is \$751,675.00 (including cost of services and NCPA administrative fees) for services during Roseville's 2023 spring outage. There is no guarantee that the full amount of services will be paid to Performance Mechanical, Inc., but is merely a limit of potential expenditures.

There is no fiscal impact to NCPA. The services provided by Performance Mechanical, Inc. to Roseville will be billed to and paid by Roseville pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Roseville.

**Motion:** A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval subject to approval by the Roseville City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement and its determination under CEQA, approval of Resolution 23-03 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0290 with a not-to-exceed amount of \$751,675.00, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to Performance Mechanical, Inc. for HRSG maintenance, piping work, hydro-testing, other needed maintenance, outage support, and parts supply for the Roseville Energy Park facilities during its spring 2023 outage. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

4. **NCPA Geothermal Facility – 2023 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement for the Southeast Geysers Effluent Pipeline Project** – Staff presented background information and was seeking a recommendation for Commission Approval for the General Manager or his designee to enter into the 2023 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement for the Southeast Geysers Effluent Pipeline (SEGEP) Project between NCPA and Geysers Power Company, LLC, extending the term of Exhibit A to the Agreement through September 17, 2028, with any non-substantial changes recommended and approved by NCPA General Counsel, for use at NCPA's Geothermal facility.

The Southeast Geysers Effluent Pipeline (SEGEP) Project is a cooperative project between Lake County Sanitation District, Calpine, and NCPA that has been in operation since September 23, 1997. The project provides wastewater to The Geysers for the purposes of maintaining the reservoir pressure and increasing steam reserves of the geothermal field.

Calpine and NCPA share in the operating and maintenance costs for SEGEP, as detailed in the Steam Suppliers Joint Operating Agreement (JOA). Per the JOA, Electrical power to operate the pumps stations can be supplied by either Calpine or NCPA. The value of the electrical power is based on the Local Market Price. Calpine and NCPA either pays or reimburses the other entity for their share of electrical power. The payment or reimbursement is based on the volume of water each receive during a calendar year.

In addition, both Calpine and NCPA receive Bucket 0 Renewable Energy Credits (REC's) for the electrical power supplied to the effluent pipeline. Calpine as a private corporation is allowed to convert the Bucket 0 REC's into Bucket 3 REC's that are typically valued at \$0.50 to \$1.00 per MWh. Members of NCPA, as a Public Agency, are allowed to convert the Bucket 0 REC's into Bucket 1 REC's that are typically valued around \$15 per MWh.

An Amendment to the Steam Suppliers Joint Operating Agreement SEGEP Project was signed on March 2, 2018, which required NCPA to provide the entire power supply for the Bear Canyon Pump Stations except in outage situations. This allowed Calpine to sell power normally reserved for SEGEP on the Day Ahead market and receive higher valued Bucket 1 REC's. In return, Calpine compensated NCPA for its relative share of the electricity costs at the Local Market Price and further paid NCPA one half the value of a Bucket 1 REC or \$7.50 per MWh for all electricity supplied to SEGEP.

A further Amendment to the Steam Suppliers Joint Operating Agreement SEGEP Project was signed on February 1, 2021 adding clarifying language to describe the parties' agreement with respect to the supply of power to the Bear Canyon Pump Stations, and extending the term of Exhibit A of the agreement to January 28, 2023. This 2023 Amendment extends the term of Exhibit A to the underlying agreement through September 17, 2028, to coincide with the current expiration date of the Steam Suppliers Joint Operating Agreement.

**Motion:** A motion was made by Basil Wong and seconded by Brian Schinstock recommending Commission approval delegating authority to the NCPA General Manager or his designee to enter into the 2023 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP) between NCPA and Geysers Power Company, LLC, extending the term of Exhibit A to the Agreement through September 17, 2028, with any non-substantial changes recommended and approved by NCPA General Counsel, for use at NCPA's Geothermal facility. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Palo Alto and Redding. The motion passed.

5. **NCPA CT Facilities – Find the Proposed Activities of the Combustion Turbine Facilities 2023 Outages Qualify for CEQA Categorical Exemptions Found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as Described in Title 14 of the California Code of Regulations at §§15000 et seq.)** – Staff presented background information and was seeking a recommendation for Commission approval finding the proposed activities of the Combustion Turbine Facilities 2023 Outages qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 et seq.).

In accordance with proper maintenance of the Combustion Turbine facilities, NCPA's Combustion Turbine facilities will be conducting their annual outages in February and March 2023. The Scope of Work for the Combustion Turbine Facilities 2023 Outages include the following:

CT1 Lodi February 2023 Outage:

1. Fire System Testing
2. Gas Compressor Maintenance
3. CT Borescope Inspection
4. CT Inlet Filters Replacement
5. Scaffold Support
6. BOP Maintenance
7. Electrical Relay Testing
8. Rental Support Equipment

CT1 Alameda March 2023 Outage:

1. Fire System Testing
2. Gas Compressor Maintenance
3. CT Borescope Inspection
4. CT Inlet Filters Replacement
5. Scaffold Support
6. BOP Maintenance
7. Electrical Relay Testing
8. Rental Support Equipment

All of the work described above involves maintaining existing equipment, and is regular and recurring work.

These activities have already been subject to CEQA equivalent review. The proposed activities of the Combustion Turbine Facilities 2023 Outages are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions.

**Motion:** A motion was made by Jiayo Chiang and seconded by Basil Wong recommending Commission approval finding the proposed activities of the Combustion Turbine Facilities 2023 Outages qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Santa Clara, and Ukiah. ABSTAIN = Redding and Roseville. The motion passed.

6. **NCPA CT Facilities – Combustion Turbine Facilities 2023 Outages** – Staff provided background information and was seeking a recommendation for Commission approval authorizing the Combustion Turbine Facilities 2023 Outages and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total cost not exceed \$464,500.

NCPA’s Combustion Turbine Facilities have planned outages scheduled from February 1, 2023 through February 28, 2023 (CT1 Lodi) and March 1, 2023 through March 31, 2023 (CT1 Alameda) for work related to the 2023 outages. During the outages, the CT1 Facilities team will complete preventative maintenance work on equipment that cannot be worked on while the units are operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2023 outages. Please see the table below for a breakdown of the outage costs.

Balance of Plant	\$123,500
Electrical Systems	\$110,000
Gas Turbine	\$146,000
Stacks	\$15,000
Incidentals	\$15,000
Water Treatment	\$5,000
Contingency	\$50,000
	\$464,500

The budgetary funds to complete the CT Facilities 2023 Outages will come from the pre-collected funds in the Maintenance Reserve. Please see table below detailing the impact of these expenses on the Maintenance Reserve.

<u>Balances</u>	
Maintenance Reserve Balance (6/30)	\$3,035,456
FY23 Contributions	\$625,000
Outage Work	(\$464,500)
End of FY23 Balance	\$3,195,956

**Motion:** A motion was made by Cindy Sauers and seconded by Basil Wong recommending Commission approval authorizing the Combustion Turbine Facilities 2023 Outages and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total cost not exceed \$464,500, to be funded from the Maintenance Reserve. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Port of Oakland, Santa Clara, and Ukiah. ABSTAIN = Palo Alto, Redding, and Roseville. The motion passed.

- 7. Reserve and Security Deposit Policies Study** – Staff presented background information and was seeking a recommendation for Commission approval to revise deposit calculation methodologies for the Schedule Coordination Program Agreement, Market Purchase Program, Gas Purchase Program, NCPA Green Power Project, Third Phase Agreements, and Single Member Services Agreements and authorization for the General Manager or his designee to temporarily implement revised Schedule Coordination Program Agreement deposit requirements through 2023 to allow time for the Members to vet and approve changes to the program agreement terms.

At the last Facilities Committee meeting, Members were supportive of the revised deposit calculation methodologies. However, Members expressed that they would like more discussion regarding the language in the agreements, and whether or not a resolution or a standing policy document is needed for approval of the revised deposit calculations. After internal discussions, staff recommend the deposit requirements for each of the programs be defined in Policy 200-101 Operating Reserves. This increases flexibility to make future approved methodology revisions without requiring additional amendments to the respective agreements.

**Motion:** A motion was made by Basil Wong and seconded by Brian Schinstock recommending Commission approval authorizing revised deposit calculation requirements for the Schedule Coordination Program Agreements, Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Service Agreements (collectively “Programs”) unless otherwise required by the underlying agreements and approving the General Manager or his designee to temporarily implement revised Schedule Coordination Program Agreements deposit requirements through 2023 to allow time for the Members to vet and approve changes to the program agreement terms. The revised Schedule Coordination Program Agreements deposit calculation will be based on the highest two months of estimated CAISO costs, and the revised deposit calculation for the other Programs will be based on the highest single-month contract cost(s) plus the two highest months of negative Mark-to-Market, unless otherwise required by the underlying agreements. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

**Note:** Not applicable to the Purchase Agreements Between Geysers Power Company, LLC and Northern California Power Agency and the Third Phase Agreement for Purchase Agreements with Geysers Power Company, LLC. These executed agreements require security in an amount equal to the highest three (3) months of estimated project costs for the initial term from January 2025 through



December 2026, as estimated by NCPA. No later than November 1, 2026, each Participant shall adjust the Security Deposit to an amount equal to the highest three (3) months of estimated Project Costs for the period January 2027 through December 2036, as estimated by NCPA.

8. **Resolution Commending Jiayo Chiang** – Adopt a resolution by all Facilities Committee Members commending the service of Jiayo Chiang, acting in the role of Facilities Committee Chair during Calendar Year 2022.

**Motion:** A motion was made by Shiva Swaminathan and seconded by Basil Wong recommending approval of the Resolution commending Jiayo Chiang as the 2022 Facilities Committee Chair. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

## **INFORMATIONAL ITEMS**

9. **New Business Opportunities** – No update was provided at the time of this meeting.
10. **Nexant Cost Allocation Model Billing Determinants for FY 2024** – Staff reviewed initial calendar year 2022 billing determinants that will be used in the FY 2024 Nexant Cost Allocation Model.

The Nexant Model is the Commission-approved methodology used to allocate Power Management and certain Administrative Services budget costs to Members and Participants. Staff identified and reviewed the source of changes to Members' respective costs from the change in underlying calendar year 2022 operating data used as allocators in the model. The final version of the Nexant Cost Allocation Model and associated underlying operational data are scheduled to be finalized by January 11, 2023, and published to NCPA Connect for Member review and feedback.

Staff noted there was a significant decline from the previous year with respect to contracted quantities, contract deal counts and contract hour counts, which are used as bill determinants in the Nexant Model. To account for the reduction in contract bill determinant amounts, Staff proposes to modify the current one-third split among BART and Pool Members' respective metered loads, contracts and resources that are used to produce a member-specific composite allocation percentage for various Nexant-related budget amounts. The proposed change in allocation basis is .333 for Loads, .241 for Contracts and .426 for Pool & BART Resources using an adjustment factor based on the respective ratios of energy produced from Pool Resources and contracted energy to the sum of total Pool and contracted energy (in MWhs) for calendar year 2022. Staff also proposes to modify the Nexant Model to incorporate BART resources into a new, combined BART and Pool Resources bill determinant for applicable Nexant-related costs. Staff proposes for the SFWPA project to be treated as a single Operating Entity for the purpose of Nexant schedule counts to more accurately allocate Nexant costs in light of the four different ESP accounts that are used by NCPA's scheduling applications to allocate amounts to BART, NCPA Pool, Roseville and Santa Clara project participants. Finally, Staff proposes to modify the Nexant rules for Eligible Intermittent Resources (EIR) to use Hourly Schedule Counts, aggregated to the daily level, as a bill determinant for EIR resources that are not scheduled in the Day Ahead Market.

The initial allocated results for FY 2024 indicate the biggest increases to Biggs, BART, and TID, by approximately 14.06%, 5.18%, and 3.05% respectively, with the updated CY 2022 determinants. Members with the biggest decreases include Plumas-Sierra and Lompoc at 15.58% and 11.46% respectively. Staff reviewed the underlying operational data, and provided an analysis regarding the cost drivers that resulted in the relative percentage changes in the allocations to Members.

The final proposed modifications for the FY 2024 Nexant Cost Allocation Model determinants results will be presented at the February Facilities Committee meeting. Staff will seek a recommendation for Commission approval at that time.

**11. NCPA Geothermal Facility – Geo Battery Energy Storage System – NCPA Geothermal staff provided an informational presentation regarding a potential Battery Energy Storage System at Geo.**

NCPA's geothermal facilities are not exporting at full line capacity due to declining steam pressures in the geothermal steam reservoir. NCPA is assessing a battery energy storage system that could utilize available capacity on the NCPA GEO 230kV transmission lines. The Geo Plant 2 contains Units 3 and 4. Plant 2's original total capacity was 110 MW. NCPA retired Unit 3 in 2010, due to resource changes. Unit 4 now exports 40 MW. NCPA has approximately 70 MW of available capacity on the Fulton transmission line.

**Geo Plant 2 BESS Assumptions:**

- 70 MW/280 MWh Size (4 Hour Batteries)
  - Largest size based on available remaining existing transmission capacity
- 110 MW/440 MWh Size (4 Hour Batteries)
  - Largest size based on total available existing transmission capacity leaving Plant 2
- Tesla Megapack (LFP – Lithium-iron Phosphate)
  - The LFP batteries have a higher energy density but release significantly less heat (approximately 50% less) than the metal-based batteries

**Proposed Operations of GEO BESS:**

70 MW (280 MWh)

- Charge Time (From Unit 4) – Approximately 7 Hours
- Discharge during peak in addition to Unit 4 (70+40 MW)

110 MW (440 MWh)

- Charge Time (From Unit 4) – Approximately 11 Hours
- Discharge during peak in place of U4 (110 MW)
- Shift Steam from Unit 4 to U1/2 (+25 MW @ Plant 1)

**Geo BESS 70 MW Cost Estimate – July 2022**

- Engineering - \$1,250,000
- Major Equipment - \$135,523,545
- Structures - \$427,400
- Foundations/Cable Vaults - \$6,883,580
- Trench Work/Conduit - \$1,219,359
- Cable - \$3,302,719
- Grounding - \$163,455
- Miscellaneous - \$2,005,990
- Civil Work - \$1,092,961
- Survey/Locates - \$85,000
- Permitting - \$75,000
- Construction Management - \$380,000
- Testing - \$300,000

**BESS Project Total 70 MW – \$152,709,009**

**Geo BESS 110 MW Cost Estimate – July 2022**

- Engineering - \$1,450,000
- Major Equipment - \$213,777,330

- Structures - \$626,900
- Foundations/Cable Vaults - \$10,670,517
- Trench Work/Conduit - \$2,074,639
- Cable - \$4,949,596
- Grounding - \$222,500
- Engineering - \$1,450,000
- Major Equipment - \$213,777,330
- Structures - \$626,900
- Foundations/Cable Vaults - \$10,670,517
- Trench Work/Conduit - \$2,074,639
- Cable - \$4,949,596
- Grounding - \$222,500

**BESS Project Total 110MW – \$238,420,472**

Staff is asking for feedback and interest in this project. Please contact Geo staff with questions and interest.

**12. NCPA Generation Services Plant Updates** – Plant Staff provided the Committee with an update on current plant activities and conditions.

**CTs** – CT1 had 0 starts of 3 forecasted. FYTD total is 84 starts. CT2 had 3 actual starts of 15 forecasted. FYTD total is 21 starts.

- **Forced Outages**
  - CT2 on 12/12 @ 2131 thru 12/13 @ 1100; Ambient temp conditions were <44\* to support a startup which would have caused compressor icing damage due to lack of LP steam. GT Aero turbines are susceptible to icing conditions when ambient temps are low <44\* and relative humidity @ >65% during a startup.
  - Alameda U1/U2 on 12/14 @ 0100 thru 1542; Loss of ECN circuit (AT&T), units weren't visible for dispatch. The line was cut early morning for the copper as per AT&T techs.
  - CT2 on 12/15 @ 1447 thru 1512, start failure due to hydraulic pressure switch reading low.
  - CT2 on 12/22 @ 1607 thru 1805 due to igniter trouble. GT late start (exceptional dispatch).
  - Alameda U1/U2 on 12/27 @ 0649 thru 2008; ECN circuit down (AT&T), units weren't visible for dispatch, informed dispatch to place an OMS ticket with CAISO for a 3 hour start up notification.
- **Planned Outages**
  - CT1 Lodi- 2/1/23 thru 2/28/23
  - CT1 Alameda- U1/U2- 3/1/23 thru 3/31/23
  - CT2 STIG- 4/1/23 thru 4/30/23

CT1 Lodi corrected run hours is 172.9 (86%) of 200 allowed based on a calendar year. CT1 Alameda Diesel Unit 1 has used 6.92 hours of 20, and Unit 2, 7.47 hours of 20, based on a rolling year. Staff reviewed the CAISO Commitment Runs for December 2022.

**Hydro** – Collierville (CV) Power House was at 99.5% availability and New Spicer Meadows (NMS) Power House was at 96.6% availability during the month of December. NMS storage increased by 4,700 acre feet at 6% month over month from 75,600 acre feet to 80,300 acre feet. At this time last year New Spicer Meadows Reservoir storage was 6,140 acre feet. McKays Reservoir spilled heavily during the month with more spilling forecasted. Current precipitation is 20.4 inches, at 158% of average for this date. Snow pack is at 69% of April 1 average.

The Hydro facilities are coming off of a very wet stretch in the watershed with an atmospheric river event last weekend.

- Water issues on the Hydro Project:
  - CV and Spicer unit trips, roadway issues, high tail-water, sump flooding, roadway blockages, landslide dewatering well maintenance, Beaver Creek Diversion trips, and a Collierville culvert failure
  - Every available Hydro employee was called out
  - Staff is dealing with the fallout and preparing for another upcoming storm

Regulatory events for the month included:

- Filed FERC Security annual report
- Filed FERC and DSOD annual DSSMR
- Preparing the USGS water year report

**Geo** – There were no safety incidents to report for the month of December. Safety training is 100% complete for CY 2022. The average net generation level for the month was 74.6 MW. Total net generation was 55.5 GWh. The actual year 2022 net generation was 764 GWh YTD, 4.1% over forecasted. The year 2022 net generation forecast was 734.1 GWh YTD. Steam Field repairs included the Well J-5 steam leak repair. The Unit 4 Overhaul is progressing. The general scope of work for the Unit 4 overhaul includes:

- **Balance of Plant Work - Completed**
  - Inspected & Tested of 13.8 KV and 480 V Bus Work and Breakers
  - Repaired & Installed Main Steam Stop Valves
  - Cleaned Unit #4 Main Condenser Tubes
  - Cleaned Gas Removal System Condensers
  - Cleaned Unit #4 Cooling Tower Basin
  - Completed Repairs in Plant #2 Stretford System
- **Unit #4 Turbine Generator Repairs**
  - Received Turbine Diaphragms
  - Repaired Overhead Crane
  - Repaired Casing
  - Conducted Seal and Lube Oil Flushes

### 13. Planning and Operations Update –

- **Current Resource Integration Activities in Progress**
  - Dagget Solar / Storage – Q2 2023
  - *Pending* Lodi Thermal Project – June 2023
  - Sandborne Storage – Q3 2023
  - Scarlet Solar / Storage – Q3 2023
  - Proxima Solar / Storage – Q1 2024
  - Deer Creek – *On Hold*
- **Geysers Power Company LLC Purchase Agreements and Third Phase Agreement**
  - Purchase Agreements
    - RPS Agreement and RA Agreement
      - Effective Date: December 23, 2022
    - Geysers Geothermal Third Phase Agreement
      - Effective Date: December 22, 2022

- Next Steps
  - Project Participation Percentage Transfer Deadline
    - Deadline: April 30, 2023
  - Key Steps Required:
    - Provide written notice of intent to accept transfer to NCPA
    - Execute the Geysers Geothermal Third Phase Agreement by the Transfer Completion Deadline
  
- **Market Conditions** – Staff discussed the challenges of the current market conditions with the price of natural gas being extremely high right now, and the impact that is having. Current NCPA activities include:
  - January 2023 LEC Planned Outage Cancelled
  - Active tracking of EAL and liquidity positions
    - Expecting EAL to increase above credit limit first week of January 2023
    - Expected peak of EAL January 18, 2023
    - Increased EAL may extend throughout Q1 2023
    - Working with select Members to increase collateral postings
  - Evaluating use of balance-of-month authority
  - Evaluating liquidity for December 2022/January 2023 expected/forecasted costs
  - Considering use of additional resource supply in response to high prices (discretionary hydro)
  - Regulatory outreach

**14. Next Meeting** – The next Facilities Committee meeting is scheduled for February 1, 2023.

### **ADJOURNMENT**

The meeting was adjourned at 12:13 pm by the Committee Vice Chair.



**Northern California Power Agency  
January 4, 2023 Facilities Committee Meeting  
Attendance List**

NCPA Facilities Committee Members, Alternates & Staff are requested to sign, but signature by members of the public is voluntary.

<u>NAME</u>	<u>AFFILIATION</u>
Carrie Pollo	NCPA
Shannon McCann	NCPA
Tiago Chiang	Lodi
Monty Hawks	NCPA
Robert Caracosta	NCPM
Jane Luckhardt	NCPA
Jake Eymann	NCPA
Rafael Santana	NCPA
Sandra Ainsworth	NCPA
Michael DeBortoli	NCPA
Tony Zimmer	NCPA
Brian Schinstock	Roseville

**Northern California Power Agency  
January 4, 2023 Facilities Committee Meeting  
Attendance List**

NCPA Facilities Committee Members are requested to sign, but signature by members of the public is voluntary.

<u>MEMBER</u>	<u>NAME</u>
<b>ALAMEDA</b>	
<b>BART</b>	
<b>BIGGS</b>	
<b>GRIDLEY</b>	
<b>HEALDSBURG</b>	
<b>LODI</b>	
<b>LOMPOC</b>	
<b>PALO ALTO</b>	
<b>PLUMAS-SIERRA REC</b>	
<b>PORT OF OAKLAND</b>	
<b>REDDING</b>	
<b>ROSEVILLE</b>	
<b>SANTA CLARA</b>	
<b>SHASTA LAKE</b>	
<b>TID</b>	
<b>UKIAH</b>	



# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** November 30, 2022 Financial Report (unaudited)

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Sondra Ainsworth <i>[Signature]</i>	<b>METHOD OF SELECTION:</b>
	Treasurer-Controller	N/A
<b>Division:</b>	Administrative Services	
<b>Department:</b>	Accounting & Finance	

<b>IMPACTED MEMBERS:</b>		
All Members	<input checked="" type="checkbox"/>	
Alameda Municipal Power	<input type="checkbox"/>	
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	
City of Biggs	<input type="checkbox"/>	
City of Gridley	<input type="checkbox"/>	
City of Healdsburg	<input type="checkbox"/>	
City of Lodi	<input type="checkbox"/>	
City of Lompoc	<input type="checkbox"/>	
City of Palo Alto	<input type="checkbox"/>	
City of Redding	<input type="checkbox"/>	
City of Roseville	<input type="checkbox"/>	
City of Santa Clara	<input type="checkbox"/>	
City of Shasta Lake	<input type="checkbox"/>	
City of Ukiah	<input type="checkbox"/>	
Plumas-Sierra REC	<input type="checkbox"/>	
Port of Oakland	<input type="checkbox"/>	
Truckee Donner PUD	<input type="checkbox"/>	
Other	<input type="checkbox"/>	
<i>If other, please specify</i>		
_____		
_____		



**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending November 30, 2022.

**NOTICE:**

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the January 19, 2023 meeting of the NCPA Commission. The following page is a summary of those disbursements.

Prior to the Chairman's call to order, the Assistant Secretary to the Commission will, upon request, make available for review the detailed listing of those disbursements.

The report of budget vs. actual costs and the unaudited November 30, 2022 financial reports are also included.

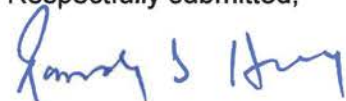
**FISCAL IMPACT:**

This report has no direct budget impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore, not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

**Attachments:**

- November 30, 2022 Financial Report

**NORTHERN CALIFORNIA POWER AGENCY  
and ASSOCIATED POWER CORPORATIONS**

**Schedule of Disbursements  
(Unaudited)**

**For the Month of November 2022**

**Operations:**

<b>Geothermal</b>	<b>\$ 1,565,404</b>
<b>Hydroelectric</b>	<b>4,091,907</b>
<b>CT#1 Combustion Turbines</b>	<b>89,692</b>
<b>CT#2 STIG</b>	<b>495,218</b>
<b>Lodi Energy Center</b>	<b>13,368,322</b>
<b>NCPA Operating</b>	<b>51,132,839</b>
<b>Total</b>	<b>\$ 70,743,382</b>

NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED NOVEMBER 30, 2022

PERCENT OF YEAR ELAPSED 42%
-----------------------------------

	This Month	Actual Year To-Date	FY 2023 Budget	% Used	
<b>GENERATION RESOURCES</b>					
<b>NCPA Plants</b>					
Hydroelectric					
Other Plant Cost	\$ 2,481,250	\$ 10,083,488	\$ 19,702,876	51%	(a)
Debt Service (Net)	2,984,264	14,921,320	35,811,167	42%	
Annual Budget Cost	5,465,514	25,004,808	55,514,043	45%	
Geothermal					
Other Plant Cost	3,519,314	17,208,003	38,159,673	45%	
Debt Service (Net)	289,443	1,447,213	3,473,310	42%	
Annual Budget Cost	3,808,757	18,655,216	41,632,983	45%	
Combustion Turbine No. 1					
Fuel	28,337	1,027,699	1,213,785	85%	(b)
Other Plant Cost	281,165	1,893,282	4,387,786	43%	
Debt Service (Net)	-	-	-	0%	
Annual Budget Cost	309,502	2,920,981	5,601,571	52%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	102,637	860,221	2,226,656	39%	
Other Plant Cost	118,296	926,875	3,050,762	30%	
Debt Service (Net)	423,655	2,118,273	5,083,855	42%	
Annual Budget Cost	644,588	3,905,369	10,361,273	38%	
Lodi Energy Center					
Fuel	11,987,834	38,774,104	64,819,215	60%	(b)
Other Plant Cost	3,308,455	15,675,749	46,921,420	33%	
Debt Service (Net)	2,166,350	10,831,752	25,996,203	42%	
Annual Budget Cost	17,462,639	65,281,605	137,736,838	47%	
<b>Member Resources - Energy</b>	<b>4,493,103</b>	<b>33,966,537</b>	<b>63,023,618</b>	<b>54%</b>	<b>(c)</b>
<b>Member Resources - Natural Gas</b>	<b>289,328</b>	<b>1,849,134</b>	<b>2,474,390</b>	<b>75%</b>	<b>(b)</b>
<b>Western Resources</b>	<b>1,040,148</b>	<b>10,678,948</b>	<b>26,100,435</b>	<b>41%</b>	
<b>Market Power Purchases</b>	<b>4,285,452</b>	<b>25,787,690</b>	<b>35,533,176</b>	<b>73%</b>	<b>(d)</b>
<b>Load Aggregation Costs - CAISO</b>	<b>55,572,382</b>	<b>371,003,658</b>	<b>467,468,943</b>	<b>79%</b>	<b>(e)</b>
<b>Net GHG Obligations</b>	<b>374,400</b>	<b>2,075,400</b>	<b>920,891</b>	<b>225%</b>	<b>(f)</b>
	<b>93,745,813</b>	<b>561,129,346</b>	<b>846,368,161</b>	<b>66%</b>	
<b>TRANSMISSION</b>					
<b>Independent System Operator</b>					
Grid Management Charge	174,554	1,379,393	2,575,487	54%	(g)
Wheeling Access Charge	7,769,419	62,372,849	158,081,389	39%	
Ancillary Services	1,065,451	5,062,713	5,941,763	85%	(h)
Other ISO Charges/(Credits)	(9,954,342)	(8,743,509)	2,183,731	-400%	(i)
	<b>(944,918)</b>	<b>60,071,446</b>	<b>168,782,370</b>	<b>36%</b>	
<b>MANAGEMENT SERVICES</b>					
<b>Legislative &amp; Regulatory</b>					
Legislative Representation	157,747	630,709	2,231,485	28%	
Regulatory Representation	35,508	256,428	714,822	36%	
Western Representation	23,651	105,025	722,876	15%	
Customer Programs	29,222	175,736	614,825	29%	
Judicial Action	-	221,153	460,000	48%	(j)
<b>Power Management</b>					
System Control & Load Dispatch	557,490	2,874,819	7,504,041	38%	
Forecasting, Planning, Prescheduling & Trading	208,229	1,046,616	3,044,442	34%	
Industry Restructuring & Regulatory Affairs	35,992	184,413	438,471	42%	
Contract Admin, Interconnection Svcs & External Affairs	59,468	320,922	1,031,800	31%	
Gas Purchase Program	4,407	21,707	76,674	28%	
Market Purchase Project	6,316	31,185	112,143	28%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED NOVEMBER 30, 2022**

<b>PERCENT OF YEAR ELAPSED 42%</b>
--

	This Month	Actual Year To-Date	FY 2023 Budget	% Used	
<b>Energy Risk Management</b>	10,200	100,532	149,552	67%	(k)
<b>Settlements</b>	54,018	262,348	1,011,963	26%	
<b>Integrated Systems Support</b>	100,878	209,684	405,072	52%	(l)
<b>Participant Pass Through Costs</b>	24,037	351,793	1,665,647	21%	
<b>Support Services</b>	132,006	451,439	-	N/A	
	<b>1,439,169</b>	<b>7,244,509</b>	<b>20,183,813</b>	<b>36%</b>	
<b>TOTAL ANNUAL BUDGET COST</b>	<b>94,240,064</b>	<b>628,445,301</b>	<b>1,035,334,344</b>	<b>61%</b>	
<b><u>LESS: THIRD PARTY REVENUE</u></b>					
Plant ISO Energy Sales	23,312,013	111,556,459	193,457,434	58%	(m)
Member Resource ISO Energy Sales	7,239,916	49,294,030	49,954,453	99%	(n)
Member Owned Generation ISO Energy Sales	14,892,088	90,898,190	118,708,880	77%	(n)
Revenue from Customers	5,199,749	41,208,409	-	N/A	(o)
NCPA Contracts ISO Energy Sales	5,307,745	21,872,299	36,185,909	60%	(n)
Western Resource Energy Sales	467,411	8,818,288	26,526,704	33%	
Load Aggregation Energy Sales	16,784,213	62,207,988	-	N/A	(e)
Ancillary Services Sales	360,009	2,498,369	4,271,495	58%	(p)
Transmission Sales	9,198	45,990	110,376	42%	
Western Credits, Interest and Other Income	3,958,867	23,648,611	43,537,481	54%	(q)
	<b>77,531,209</b>	<b>412,048,633</b>	<b>472,752,732</b>	<b>87%</b>	
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 16,708,855</b>	<b>\$ 216,396,668</b>	<b>\$ 562,581,612</b>	<b>38%</b>	

- (a) Increase due to higher than budgeted CA ISO energy settlement charges which are offset by higher than budgeted CA ISO Energy Sales. Hydro generation is at 117% of YTD budgeted MWh as of 11/30/2022.
- (b) Increase due to higher than budgeted costs for fuel at LEC and CT1. Operational needs for fuel exceeded what was contracted, thus requiring LEC and CT1 to purchase additional fuel to meet demand. Gas prices have almost doubled year-over-year to average \$10 per mmBTU.
- (c) Increase due to higher than anticipated volume of market purchases and price per MWh for those purchases. Member and customer contracts are at 1,826% of YTD budgeted MWh as of 11/30/2022.
- (d) Increase due to higher than anticipated price per MWh for market purchases. Market purchases were budgeted at approximately \$61 per MWh and costs are currently about \$140 per MWh, a 130% YTD increase over budget.
- (e) Increase due to higher than budgeted energy purchases and unbudgeted energy sales related to CCA (Sonoma Clean Power) and participants.
- (f) Increase costs due to higher than expected GHG obligation costs.
- (g) Increase due to higher than anticipated grid management costs for participants and Sonoma Clean Power.
- (h) Increase due to greater than expected spinning, non-spinning, reg up and down obligation settlements for the NCPA pool.
- (i) Net credit due to revenue from unbudgeted congestion revenue rights and unbudgeted real-time settlement credits.
- (j) Increase to unbudgeted outside service costs associated with GEO cotenancy litigation.
- (k) Increase due to higher than budgeted training costs. This training occurs once every two years and the costs have since doubled. These charges are concentrated to the beginning of the FY so costs relative to budget expected to normalize over the fiscal year.
- (l) Increase due to a large computer hardware purchase comprising a quarter of the overall budget for IS. These costs are expected to normalize over the course of the year.
- (m) Increase due to higher than budgeted rates for CA ISO Energy Sales.
- (n) Higher revenues due to higher energy prices and higher than budgeted contract energy.
- (o) Revenue from CCA results from charges for energy purchases, grid management, and ancillary services that are billed and settled with customers monthly.
- (p) Increase primarily due to greater than expected spinning and reg up capacity settlements revenue from Hydro plant.
- (q) Increase due to higher than budgeted revenue from Western O&M revenue credits, third party market sales, and the sale of resource adequacy credits.

**COMBINED STATEMENTS OF NET POSITION**

**NORTHERN CALIFORNIA POWER AGENCY  
AND ASSOCIATED POWER CORPORATIONS**

**UNAUDITED**

	November 30	
	2022	2021
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	\$ 57,242	\$ 71,456
Investments	28,457	34,313
Accounts receivable		
Participants	-	6
Other	1,049	4,736
Interest receivable	618	730
Inventory and supplies	6,511	8,065
Prepaid expenses	4,287	1,509
TOTAL CURRENT ASSETS	98,164	120,815
RESTRICTED ASSETS		
Cash and cash equivalents	68,361	55,624
Investments	164,788	194,401
Interest receivable	24	87
TOTAL RESTRICTED ASSETS	233,173	250,112
ELECTRIC PLANT		
Electric plant in service	1,601,473	1,498,687
Less: accumulated depreciation	(1,094,827)	(1,060,748)
	506,646	437,939
Construction work-in-progress	1,542	-
TOTAL ELECTRIC PLANT	508,188	437,939
OTHER ASSETS		
Regulatory assets	174,062	197,813
Investment in associated company	265	265
TOTAL ASSETS	1,013,852	1,006,944
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	1,165	7,320
Pension and OPEB deferrals	14,141	18,099
Asset retirement obligations	61,712	61,833
TOTAL DEFERRED OUTFLOWS OF RESOURCES	77,018	87,252
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,090,870	\$ 1,094,196

**COMBINED STATEMENTS OF NET POSITION**

**NORTHERN CALIFORNIA POWER AGENCY  
AND ASSOCIATED POWER CORPORATIONS**

**UNAUDITED**

	November 30	
	2022	2021
(in thousands)		
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 18,600	\$ 99,556
Member advances	993	993
Operating reserves	21,750	25,197
Current portion of long-term debt	54,798	44,860
Accrued interest payable	13,106	14,204
<b>TOTAL CURRENT LIABILITIES</b>	<b>109,247</b>	<b>184,810</b>
<b>NON-CURRENT LIABILITIES</b>		
Net pension and OPEB liabilities	30,112	62,959
Operating reserves and other deposits	147,024	144,743
Interest rate swap liability	-	14,575
Asset retirement obligations	70,334	68,778
Long-term debt, net	556,170	521,069
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>803,640</b>	<b>812,124</b>
<b>TOTAL LIABILITIES</b>	<b>912,887</b>	<b>996,934</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	96,048	88,326
Pension and OPEB deferrals	19,950	2,187
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>115,998</b>	<b>90,513</b>
<b>NET POSITION</b>		
Net investment in capital assets	(99,757)	(102,266)
Restricted	29,966	30,339
Unrestricted	131,776	78,676
<b>TOTAL NET POSITION</b>	<b>61,985</b>	<b>6,749</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 1,090,870</b>	<b>\$ 1,094,196</b>

**COMBINED STATEMENTS OF REVENUES, EXPENSES  
AND CHANGES IN NET POSITION**

**NORTHERN CALIFORNIA POWER AGENCY  
AND ASSOCIATED POWER CORPORATIONS**

**UNAUDITED**

	For the Five Months Ended November 30,	
	2022	2021
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 266,440	\$ 216,877
Other Third-Party	193,933	216,250
TOTAL OPERATING REVENUES	460,373	433,127
OPERATING EXPENSES		
Purchased power	208,353	214,955
Operations	66,870	76,809
Transmission	93,040	111,848
Depreciation	12,814	12,672
Maintenance	16,207	10,384
Administrative and general	12,358	8,875
TOTAL OPERATING EXPENSES	409,642	435,543
NET OPERATING REVENUES	50,731	(2,416)
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(8,681)	(11,169)
Interest income	13,617	74
Other	6,192	5,831
TOTAL NON OPERATING EXPENSES	11,128	(5,264)
FUTURE RECOVERABLE AMOUNTS	(10,366)	(12,179)
REFUNDS TO PARTICIPANTS	(6,205)	(1,020)
INCREASE (DECREASE) IN NET POSITION	45,288	(20,879)
NET POSITION, Beginning of year	16,697	27,628
NET POSITION, Period ended	\$ 61,985	\$ 6,749

**OTHER FINANCIAL INFORMATION**

**COMBINING STATEMENT OF NET POSITION**

**NORTHERN CALIFORNIA POWER AGENCY  
AND ASSOCIATED POWER CORPORATIONS  
(000's omitted)**

November 30, 2022

	GENERATING & TRANSMISSION RESOURCES									Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	
<b>ASSETS</b>										
<b>CURRENT ASSETS</b>										
Cash and cash equivalents	\$ -	\$ -	\$ 1	\$ 1	\$ 467	\$ -	\$ -	\$ 775	\$ 55,998	\$ 57,242
Investments	-	-	-	-	-	-	-	-	28,457	28,457
Accounts receivable										
Other	-	-	-	-	-	-	532	-	517	1,049
Interest receivable	128	35	-	-	23	-	49	(1)	384	618
Inventory and supplies	1,495	1,592	323	392	2,709	-	-	-	-	6,511
Prepaid expenses	(139)	204	17	20	1,312	-	-	56	2,817	4,287
Due from Agency and other programs*	21,224	(1,752)	3,502	4,841	43,766	-	356	9,687	(81,624)	-
<b>TOTAL CURRENT ASSETS</b>	<b>22,708</b>	<b>79</b>	<b>3,843</b>	<b>5,254</b>	<b>48,277</b>	<b>-</b>	<b>937</b>	<b>10,517</b>	<b>6,549</b>	<b>98,164</b>
<b>RESTRICTED ASSETS</b>										
Cash and cash equivalents	782	19,778	887	-	11,453	-	29,443	-	6,018	68,361
Investments	29,486	25,954	817	-	28,919	-	16,249	-	63,363	164,788
Interest receivable	-	14	-	-	10	-	-	-	-	24
<b>TOTAL RESTRICTED ASSETS</b>	<b>30,268</b>	<b>45,746</b>	<b>1,704</b>	<b>-</b>	<b>40,382</b>	<b>-</b>	<b>45,692</b>	<b>-</b>	<b>69,381</b>	<b>233,173</b>
<b>ELECTRIC PLANT</b>										
Electric plant in service	578,401	395,582	65,470	37,698	447,459	7,736	61,427	1,119	6,581	1,601,473
Less: accumulated depreciation	(551,426)	(304,102)	(58,136)	(35,410)	(130,131)	(7,736)	(2,803)	(751)	(4,332)	(1,094,827)
	26,975	91,480	7,334	2,288	317,328	-	58,624	368	2,249	506,646
Construction work-in-progress	-	-	-	-	-	-	-	-	1,542	1,542
<b>TOTAL ELECTRIC PLANT</b>	<b>26,975</b>	<b>91,480</b>	<b>7,334</b>	<b>2,288</b>	<b>317,328</b>	<b>-</b>	<b>58,624</b>	<b>368</b>	<b>3,791</b>	<b>508,188</b>
<b>OTHER ASSETS</b>										
Regulatory assets	(1,282)	104,969	714	-	29,483	-	-	-	40,178	174,062
Investment in associated company	-	-	-	-	-	-	-	-	265	265
<b>TOTAL ASSETS</b>	<b>78,669</b>	<b>242,274</b>	<b>13,595</b>	<b>7,542</b>	<b>435,470</b>	<b>-</b>	<b>105,253</b>	<b>10,885</b>	<b>120,164</b>	<b>1,013,852</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>										
Excess cost on refunding of debt	450	-	-	-	715	-	-	-	-	1,165
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	14,141	14,141
Asset retirement obligations	61,346	-	171	-	195	-	-	-	-	61,712
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>61,796</b>	<b>-</b>	<b>171</b>	<b>-</b>	<b>910</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14,141</b>	<b>77,018</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 140,465</b>	<b>\$ 242,274</b>	<b>\$ 13,766</b>	<b>\$ 7,542</b>	<b>\$ 436,380</b>	<b>\$ -</b>	<b>\$ 105,253</b>	<b>\$ 10,885</b>	<b>\$ 134,305</b>	<b>\$ 1,090,870</b>

\* Eliminated in Combination



**OTHER FINANCIAL INFORMATION**

**COMBINING STATEMENT OF NET POSITION**

**NORTHERN CALIFORNIA POWER AGENCY  
AND ASSOCIATED POWER CORPORATIONS  
(000's omitted)**

November 30, 2022

	GENERATING & TRANSMISSION RESOURCES							Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission					
<b>LIABILITIES</b>											
<b>CURRENT LIABILITIES</b>											
Accounts payable and accrued expenses	\$ 573	\$ 246	\$ -	\$ 1	\$ 11,721	\$ -	\$ 1,515	\$ 1	\$ 4,543	\$ 18,600	
Member advances	791	-	-	-	-	-	-	202	-	993	
Operating reserves	4,268	250	617	3,296	13,319	-	-	-	-	21,750	
Current portion of long-term debt	3,360	27,275	4,625	-	13,842	-	5,696	-	-	54,798	
Accrued interest payable	47	3,557	114	-	9,388	-	-	-	-	13,106	
<b>TOTAL CURRENT LIABILITIES</b>	<b>9,039</b>	<b>31,328</b>	<b>5,356</b>	<b>3,297</b>	<b>48,270</b>	<b>-</b>	<b>7,211</b>	<b>203</b>	<b>4,543</b>	<b>109,247</b>	
<b>NON-CURRENT LIABILITIES</b>											
Net pension and OPEB liability	-	-	-	-	-	-	-	-	30,112	30,112	
Operating reserves and other deposits	1,500	27,176	-	-	462	-	45,741	2,504	69,641	147,024	
Asset retirement obligations	69,969	-	171	-	194	-	-	-	-	70,334	
Long-term debt, net	3,425	177,754	6,114	-	315,949	-	52,928	-	-	556,170	
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>74,894</b>	<b>204,930</b>	<b>6,285</b>	<b>-</b>	<b>316,605</b>	<b>-</b>	<b>98,669</b>	<b>2,504</b>	<b>99,753</b>	<b>803,640</b>	
<b>TOTAL LIABILITIES</b>	<b>83,933</b>	<b>236,258</b>	<b>11,641</b>	<b>3,297</b>	<b>364,875</b>	<b>-</b>	<b>105,880</b>	<b>2,707</b>	<b>104,296</b>	<b>912,887</b>	
<b>DEFERRED INFLOWS OF RESOURCES</b>											
Regulatory credits	38,561	7,912	858	2,434	39,411	-	-	369	6,503	96,048	
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	19,950	19,950	
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>38,561</b>	<b>7,912</b>	<b>858</b>	<b>2,434</b>	<b>39,411</b>	<b>-</b>	<b>-</b>	<b>369</b>	<b>26,453</b>	<b>115,998</b>	
<b>NET POSITION</b>											
Net investment in capital assets	20,639	(116,291)	(4,169)	-	64	-	-	-	-	(99,757)	
Restricted	1,280	11,462	1,590	-	6,588	-	9,309	-	(263)	29,966	
Unrestricted	(3,948)	102,933	3,846	1,811	25,442	-	(9,936)	7,809	3,819	131,776	
<b>TOTAL NET POSITION</b>	<b>17,971</b>	<b>(1,896)</b>	<b>1,267</b>	<b>1,811</b>	<b>32,094</b>	<b>-</b>	<b>(627)</b>	<b>7,809</b>	<b>3,556</b>	<b>61,985</b>	
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 140,465</b>	<b>\$ 242,274</b>	<b>\$ 13,766</b>	<b>\$ 7,542</b>	<b>\$ 436,380</b>	<b>\$ -</b>	<b>\$ 105,253</b>	<b>\$ 10,885</b>	<b>\$ 134,305</b>	<b>\$ 1,090,870</b>	

**OTHER FINANCIAL INFORMATION**

**COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**

**NORTHERN CALIFORNIA POWER AGENCY  
AND ASSOCIATED POWER CORPORATIONS  
(000's omitted)**

For the Five Months Ended November 30, 2022

	GENERATING & TRANSMISSION RESOURCES									Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	
<b>OPERATING REVENUES</b>										
Participants	\$ (10,754)	\$ 4,423	\$ 731	\$ (478)	\$ 25,569	\$ -	\$ 235,594	\$ 10,836	\$ 519	\$ 266,440
Other Third-Party	29,502	18,942	1,822	3,429	60,415	-	78,780	1,043	-	193,933
<b>TOTAL OPERATING REVENUES</b>	<b>18,748</b>	<b>23,365</b>	<b>2,553</b>	<b>2,951</b>	<b>85,984</b>	<b>-</b>	<b>314,374</b>	<b>11,879</b>	<b>519</b>	<b>460,373</b>
<b>OPERATING EXPENSES</b>										
Purchased power	466	2,476	81	398	3,798	-	201,134	-	-	208,353
Operations	8,145	2,003	1,083	1,390	46,526	-	1,849	5,874	-	66,870
Transmission	111	88	3	5	431	-	92,400	2	-	93,040
Depreciation	1,618	4,026	920	129	5,896	-	-	62	163	12,814
Maintenance	5,956	7,548	264	691	1,708	-	-	40	-	16,207
Administrative and general	2,960	2,003	330	393	2,357	-	-	2,839	1,476	12,358
Intercompany (sales) purchases, net*	(399)	163	30	40	170	-	-	(4)	-	-
<b>TOTAL OPERATING EXPENSES</b>	<b>18,857</b>	<b>18,307</b>	<b>2,711</b>	<b>3,046</b>	<b>60,886</b>	<b>-</b>	<b>295,383</b>	<b>8,813</b>	<b>1,639</b>	<b>409,642</b>
<b>NET OPERATING REVENUES</b>	<b>(109)</b>	<b>5,058</b>	<b>(158)</b>	<b>(95)</b>	<b>25,098</b>	<b>-</b>	<b>18,991</b>	<b>3,066</b>	<b>(1,120)</b>	<b>50,731</b>
<b>NON OPERATING (EXPENSES) REVENUES</b>										
Interest expense	(158)	(3,099)	17	-	(5,441)	-	-	-	-	(8,681)
Interest income	2,669	1,258	31	27	1,566	-	1,709	41	6,316	13,617
Other	3	-	1,773	-	4,166	-	-	7	243	6,192
<b>TOTAL NON OPERATING (EXPENSES) REVENUES</b>	<b>2,514</b>	<b>(1,841)</b>	<b>1,821</b>	<b>27</b>	<b>291</b>	<b>-</b>	<b>1,709</b>	<b>48</b>	<b>6,559</b>	<b>11,128</b>
<b>FUTURE RECOVERABLE AMOUNTS</b>	<b>(412)</b>	<b>(8,473)</b>	<b>(1,243)</b>	<b>-</b>	<b>(238)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(10,366)</b>
<b>REFUNDS TO PARTICIPANTS</b>	<b>72</b>	<b>233</b>	<b>7</b>	<b>(161)</b>	<b>-</b>	<b>-</b>	<b>(1,423)</b>	<b>(804)</b>	<b>(4,129)</b>	<b>(6,205)</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>2,065</b>	<b>(5,023)</b>	<b>427</b>	<b>(229)</b>	<b>25,151</b>	<b>-</b>	<b>19,277</b>	<b>2,310</b>	<b>1,310</b>	<b>45,288</b>
<b>NET POSITION, Beginning of year</b>	<b>15,906</b>	<b>3,127</b>	<b>840</b>	<b>2,040</b>	<b>6,943</b>	<b>-</b>	<b>(19,904)</b>	<b>5,499</b>	<b>2,246</b>	<b>16,697</b>
<b>NET POSITION, Period ended</b>	<b>\$ 17,971</b>	<b>\$ (1,896)</b>	<b>\$ 1,267</b>	<b>\$ 1,811</b>	<b>\$ 32,094</b>	<b>\$ -</b>	<b>\$ (627)</b>	<b>\$ 7,809</b>	<b>\$ 3,556</b>	<b>\$ 61,985</b>

\* Eliminated in Combination

**NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS**  
**AGED ACCOUNTS RECEIVABLE**  
November 30, 2022

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 751,944
PAST DUE:			
1 - 30	Verdant Energy Services LLC	REC Sale	4,322 *
31 - 60			
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
<b>PARTICIPANT and OTHER RECEIVABLES (net)</b>			<b><u>\$ 1,048,931</u></b>

*\* Denotes items paid/applied after November 30, 2022.*

**NORTHERN CALIFORNIA POWER AGENCY  
and ASSOCIATED POWER CORPORATIONS**

**Schedule of Disbursements  
(Unaudited)**

**For the Month of November 2022**

**Operations:**

<b>Geothermal</b>	<b>\$</b>	<b>1,565,404</b>
<b>Hydroelectric</b>		<b>4,091,907</b>
<b>CT#1 Combustion Turbines</b>		<b>89,692</b>
<b>CT#2 STIG</b>		<b>495,218</b>
<b>Lodi Energy Center</b>		<b>13,368,322</b>
<b>NCPA Operating</b>		<b>51,132,839</b>
<b>Total</b>	<b>\$</b>	<b>70,743,382</b>



# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Treasurer's Report for Month Ended November 30, 2022

**AGENDA CATEGORY:** Consent

<b>FROM:</b> Sondra Ainsworth <i>S.A.</i>	<b>METHOD OF SELECTION:</b>
Treasurer-Controller	N/A
<b>Division:</b> Administrative Services	
<b>Department:</b> Accounting & Finance	

<b>IMPACTED MEMBERS:</b>		
<b>All Members</b> <input checked="" type="checkbox"/>	<b>City of Lodi</b> <input type="checkbox"/>	<b>City of Shasta Lake</b> <input type="checkbox"/>
<b>Alameda Municipal Power</b> <input type="checkbox"/>	<b>City of Lompoc</b> <input type="checkbox"/>	<b>City of Ukiah</b> <input type="checkbox"/>
<b>San Francisco Bay Area Rapid Transit</b> <input type="checkbox"/>	<b>City of Palo Alto</b> <input type="checkbox"/>	<b>Plumas-Sierra REC</b> <input type="checkbox"/>
<b>City of Biggs</b> <input type="checkbox"/>	<b>City of Redding</b> <input type="checkbox"/>	<b>Port of Oakland</b> <input type="checkbox"/>
<b>City of Gridley</b> <input type="checkbox"/>	<b>City of Roseville</b> <input type="checkbox"/>	<b>Truckee Donner PUD</b> <input type="checkbox"/>
<b>City of Healdsburg</b> <input type="checkbox"/>	<b>City of Santa Clara</b> <input type="checkbox"/>	<b>Other</b> <input type="checkbox"/>
<i>If other, please specify</i>		
_____		
_____		

**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for November 30, 2022.

**BACKGROUND:**

In compliance with Northern California Power Agency (NCPA) policy and State of California Government Code Sections 53601 and 53646(b), the following monthly report is submitted for your information and acceptance.

Cash – At month end cash totaled \$3,439,088 of which approximately \$485 was applicable to Special and Reserve Fund Deposits, \$1,974,188 to Debt Service and \$1,464,415 to Operations and other.

The cash balance held at U.S. Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement.

Investments – The carrying value of NCPA's investment portfolio totaled \$304,091,558 at month end. The current market value of the portfolio totaled \$289,004,779.

The overall portfolio had a combined weighted average interest rate of 2.109% with a bond equivalent yield (yield to maturity) of 2.138%. Investments with a maturity greater than one year totaled \$152,159,000. November maturities totaled \$24,590,525 and monthly receipts totaled \$65 million. During the month \$26 million was invested.

Funds not required to meet annual cash flow are reinvested and separately reported as they occur.

Interest Rates – During the month, rates on 90-day T-Bills increased 27 basis points from 4.14% to 4.41% and rates on one-year T-Bills increased 20 basis points from 4.56% to 4.76%.

To the best of my knowledge and belief, all securities held by NCPA as of November 30, 2022 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

**FISCAL IMPACT:**

This report has no direct budget impact to NCPA.

**ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachment: Treasurer's Report November 30, 2022

# **NORTHERN CALIFORNIA POWER AGENCY**

## **TREASURER'S REPORT**

**NOVEMBER 30, 2022**

### **TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b>CASH &amp; INVESTMENT BALANCE</b>	<b>1</b>
<b>CASH ACTIVITY SUMMARY</b>	<b>2</b>
<b>INVESTMENT ACTIVITY SUMMARY</b>	<b>3</b>
<b>INTEREST RATE/YIELD ANALYSIS</b>	<b>4</b>
<b>INVESTMENT MATURITIES ANALYSIS</b>	<b>5</b>
<b>DETAIL REPORT OF INVESTMENTS</b>	<b>APPENDIX</b>

**Northern California Power Agency  
Treasurer's Report  
Cash & Investment Balance  
November 30, 2022**

	<b>CASH</b>	<b>INVESTMENTS</b>	<b>TOTAL</b>	<b>PERCENT</b>
<b>NCPA FUNDS</b>				
Operating	\$ 1,451,285	\$ 118,407,688	\$ 119,858,973	38.97%
Special Deposits	13,130	200,709	213,839	0.07%
Debt Service	1,974,188	32,179,783	34,153,971	11.11%
Special & Reserve	485	153,303,378	153,303,863	49.85%
	<b>\$ 3,439,088</b>	<b>\$ 304,091,558</b>	<b>\$ 307,530,646</b>	<b>100.00%</b>

Portfolio Investments at Market Value

\$ 289,004,779

NOTE A - Investment amounts shown at book carrying value.



**Northern California Power Agency  
Treasurer's Report  
Cash Activity Summary  
November 30, 2022**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
<b>NCPA FUNDS</b>							
Operating	\$ 56,256,722	\$ 251,864	\$ 15,837,867	\$ (31,265,125)	\$ (14,518,268)	\$ (26,679,112)	\$ (116,052)
Special Deposits	9,084,587	641	-	(26,875,766)	(641)	17,791,637	458
Debt Service	-	1	4,352,183	-	(10,975,993)	8,593,504	1,969,695
Special & Reserve	-	214,377	4,400,475	(4,000,000)	(908,823)	293,971	-
	<b>\$ 65,341,309</b>	<b>\$ 466,883</b>	<b>\$ 24,590,525</b>	<b>\$ (62,140,891)</b>	<b>\$ (26,403,725)</b>	<b>\$ -</b>	<b>\$ 1,854,101</b>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency  
Treasurer's Report  
Investment Activity Summary  
November 30, 2022**

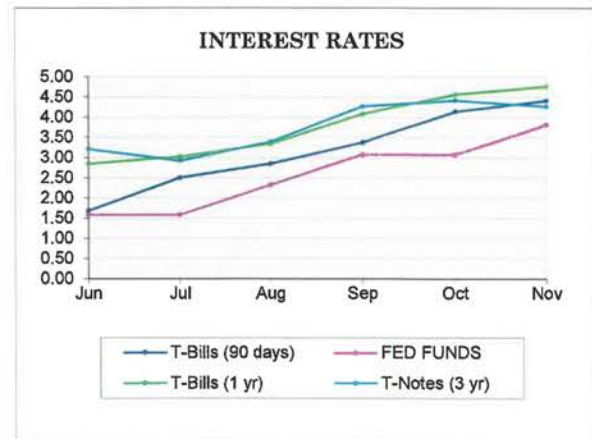
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
<b>NCPA FUNDS</b>						
Operating	\$ 14,518,268	\$ (15,837,867)	\$ (1,091)	\$ -	\$ -	\$ (1,320,690)
Special Deposits	641	-	-	-	-	641
Debt Service	10,975,993	(4,352,183)	64,940	-	-	6,688,750
Special & Reserve	908,823	(4,400,475)	11,262	-	-	(3,480,390)
	<u>\$ 26,403,725</u>	<u>\$ (24,590,525)</u>	<u>\$ 75,111</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,888,311</u>
<b>Less Non- Cash Activity</b>						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(75,111)</u>
<b>Net Change in Investment –Before Non-Cash Activity</b>						<u><u>\$ 1,813,200</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency  
Interest Rate/Yield Analysis  
November 30, 2022**

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
<b>OVERALL COMBINED</b>	<u><u>2.109%</u></u>	<u><u>2.138%</u></u>
<b>OPERATING FUNDS:</b>	<b>2.183%</b>	<b>2.169%</b>
<b>PROJECTS:</b>		
Geothermal	1.931%	1.960%
Capital Facilities	3.577%	3.663%
Hydroelectric	2.553%	2.630%
Lodi Energy Center	1.442%	1.446%

<b>KEY INTEREST RATES</b>		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Overnight)	3.83%	0.08%
T-Bills (90da.)	4.41%	0.06%
Agency Disc (90da.)	4.42%	0.08%
T-Bills (1yr.)	4.76%	0.21%
Agency Disc (1yr.)	4.75%	0.22%
T-Notes (3yr.)	4.26%	0.92%

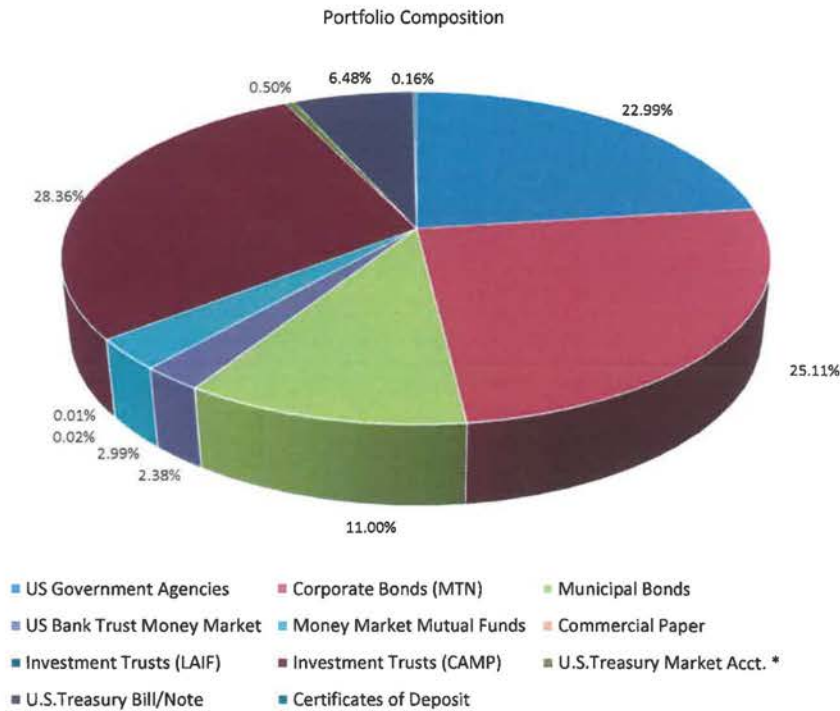


**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
November 30, 2022**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 4,375	\$ 10,660	\$ -	\$ -	\$ -	\$ 45,550	\$ 9,747	\$ 70,332	22.99%
Corporate Bonds (MTN)	-	3,500	3,550	1,000	500	68,282	-	76,832	25.11%
Municipal Bonds	-	-	-	3,025	3,915	24,685	2,020	33,645	11.00%
US Bank Trust Money Market	7,281	-	-	-	-	-	-	7,281	2.38%
Money Market Mutual Funds	9,149	-	-	-	-	-	-	9,149	2.99%
Commercial Paper	25	-	-	-	-	-	-	25	0.01%
Investment Trusts (LAIF)	51	-	-	-	-	-	-	51	0.02%
Investment Trusts (CAMP)	86,774	-	-	-	-	-	-	86,774	28.36%
U.S.Treasury Market Acct. *	1,525	-	-	-	-	-	-	1,525	0.50%
U.S.Treasury Bill/Note	10,383	7,567	-	-	-	1,875	-	19,825	6.48%
Certificates of Deposit	-	10	-	-	500	-	-	510	0.16%
<b>Total Dollars</b>	<b>\$ 119,563</b>	<b>\$21,737</b>	<b>\$3,550</b>	<b>\$4,025</b>	<b>\$ 4,915</b>	<b>\$140,392</b>	<b>\$11,767</b>	<b>\$ 305,949</b>	<b>100.00%</b>
<b>Total Percents</b>	<b>39.08%</b>	<b>7.10%</b>	<b>1.16%</b>	<b>1.32%</b>	<b>1.61%</b>	<b>45.89%</b>	<b>3.84%</b>	<b>100.00%</b>	

Investments are shown at Face Value, in thousands.

\* The cash balance held at US Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement. Cash held by US Bank is invested nightly in fully collateralized U.S. Treasury Securities.



**NORTHERN CALIFORNIA POWER AGENCY**

**Detail Report Of Investments**

**APPENDIX**

**Note:**           **This appendix has been prepared to comply with  
Government Code section 53646.**



Northern California Power Agency  
 Treasurer's Report  
 11/30/2022

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	2.500	10/07/2022	25,000		1	2.500	25,000	SYS70101	70101	25,000
First American Funds	USB	9,149,000	2.875	10/12/2022	9,149,000		1	2.875	9,149,000	SYS70102	70102	9,149,000
Local Agency Investm	LAIF	50,758	1.329		50,758		1	1.329	50,758	SYS70000	70000	50,758
First American Govt.	USBGC	16,958	2.890		16,958		1	2.890	16,958	SYS70014	70014	16,958
US Bank	USB	1,451,286	0.001		1,451,286		1	0.001	1,451,286	SYS70050	70050	1,451,286
US Bank	USB	0	0.010	08/24/2017	0		1	0.010	0	SYS70056	70056	0
California Asset Mgm	CMP	45,280,518	3.140	10/19/2018	45,280,518		1	3.140	45,280,518	SYS70070	70070	45,280,518
US Bank	USB	10,000	0.050	10/07/2022	10,000	01/07/2023	37	0.050	10,000	SYS30331	30331	10,000
Walmart, Inc.	USBGC	500,000	2.550	07/31/2019	507,870	04/11/2023	131	2.104	495,965	931142DH3	26848	500,769
Hershey Company	USBGC	500,000	3.375	06/12/2018	503,125	05/15/2023	165	3.236	496,320	427866AZ1	26615	500,289
Commonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	212	0.507	488,100	57582RF84	27029	500,000
JP Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	427	3.561	495,340	46625HJT8	26760	503,422
East Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	609	0.878	469,395	275282PR6	27105	500,000
CA St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	731	0.584	555,276	13067WRB0	27055	600,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	788	1.846	481,520	90331HMS9	26947	509,780
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	927	0.730	233,529	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	943	0.629	448,270	592112UB0	27173	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	943	0.990	457,215	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	943	0.787	452,940	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	944	2.145	903,970	59217GEJ4	27375	970,314
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	974	0.992	907,840	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,083	0.542	896,810	3135GA4P3	27137	1,003,140
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,117	0.825	217,180	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,146	0.699	412,170	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,182	0.500	334,395	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	1.500	02/28/2022	1,000,000	02/27/2026	1,184	1.497	940,320	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	1,185	4.200	97,932	17275RBC5	27480	98,172
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,194	0.800	981,937	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,261	1.079	450,000	91324PEC2	27230	501,175
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,274	1.250	1,470,874	06048WM31	27225	1,700,000
Met Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,308	1.181	219,250	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,308	1.201	223,975	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,323	1.050	443,065	57629WDE7	27247	502,641
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,353	1.272	88,387	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,355	0.875	441,000	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,355	1.150	848,040	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,364	1.250	644,535	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,383	1.227	443,980	14913R2Q9	27288	498,588
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,383	1.225	462,275	24422EVB2	27294	518,755
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	1,397	0.900	554,381	3130ANXS4	27276	630,000



**Northern California Power Agency  
Treasurer's Report  
11/30/2022**

**Operating**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,397	1.635	1,309,260	75951AAQ1	27292	1,493,192
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,400	1.260	464,595	70450YAD5	27293	525,727
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	1,424	1.567	1,354,520	872898AA9	27330	1,535,383
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	1,439	1.475	1,713,251	74460DAG4	27336	1,911,774
Federal Home Loan Ba	USBGC	50,000	0.800	12/29/2021	50,000	12/29/2026	1,489	1.509	45,077	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	1.000	01/28/2022	3,000,000	01/28/2027	1,519	1.691	2,719,650	3130AQN66	27364	3,000,000
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	1,718	4.944	494,303	30303M8B1	27483	494,427
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	1,725	4.136	570,198	023135BC9	27455	574,926
<b>Fund Total and Average</b>		<b>\$ 84,461,520</b>	<b>2.463</b>		<b>\$ 84,482,382</b>		<b>403</b>	<b>2.490</b>	<b>\$ 81,710,560</b>			<b>\$ 84,440,994</b>

**MPP GHG Auction Acct**

Local Agency Investm		0	1.329		0		1	1.329	0	SYS70045	70045	0
California Asset Mgm	CMP	573,965	3.140	09/13/2022	573,965		1	3.140	573,965	SYS70076	70076	573,965
<b>Fund Total and Average</b>		<b>\$ 573,965</b>	<b>3.140</b>		<b>\$ 573,965</b>		<b>1</b>	<b>3.140</b>	<b>\$ 573,965</b>			<b>\$ 573,965</b>

**MPP Security Deposit Acct**

Local Agency Investm		0	1.329		0		1	1.329	0	SYS70048	70048	0
California Asset Mgm	CMP	200,709	3.140	10/28/2022	200,709		1	3.140	200,709	SYS70078	70078	200,709
<b>Fund Total and Average</b>		<b>\$ 200,709</b>	<b>3.140</b>		<b>\$ 200,709</b>		<b>1</b>	<b>3.140</b>	<b>\$ 200,709</b>			<b>\$ 200,709</b>

**SCPA Balancing Account**

Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70022	70022	0
First American Govt.	USBGC	26,613	2.890		26,613		1	2.890	26,613	SYS70023	70023	26,613
California Asset Mgm	CMP	18,102,132	3.140	05/27/2022	18,102,132		1	3.140	18,102,132	SYS70072	70072	18,102,132
Visa Inc.	USBGC	250,000	2.800	07/24/2018	246,975	12/14/2022	13	3.096	249,880	92826CAC6	26632	249,975
Berkshire Hathaway I	USBGC	500,000	2.750	05/09/2018	490,280	03/15/2023	104	3.185	497,690	084670BR8	26596	499,421
Pfizer Inc	USBGC	500,000	3.000	06/22/2018	496,550	06/15/2023	196	3.150	496,465	717081DH3	26626	499,627
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	852	0.600	481,355	586145F74	27113	526,997
State of Wisconsin	USBGC	400,000	0.650	03/17/2021	400,000	05/01/2025	882	0.649	362,828	97705MUK9	27202	400,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	913	0.952	455,125	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	943	0.932	448,950	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	943	0.610	448,270	592112UB0	27174	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,033	0.530	1,823,854	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,033	0.530	1,836,759	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,165	0.699	446,280	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,169	0.530	442,450	3130AKWA0	27164	499,840
JP Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,174	0.500	831,730	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,182	0.500	111,465	3130AKXX9	27180	125,000



**Northern California Power Agency  
Treasurer's Report  
11/30/2022**

**SCPA Balancing Account**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,183	0.630	887,050	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,194	0.800	1,472,906	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,302	1.199	423,195	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,323	1.050	443,065	57629WDE7	27248	502,641
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,364	1.250	42,969	06048WN22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,424	1.567	177,642	872898AA9	27331	201,362
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,439	1.569	246,672	74460DAG4	27311	274,283
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,439	1.475	224,248	74460DAG4	27337	250,232
Federal Home Loan Ba	USBGC	100,000	0.800	12/29/2021	100,000	12/29/2026	1,489	1.509	90,153	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	1,502	1.731	470,426	24422EWA3	27362	524,360
Federal Home Loan Ba	USBGC	300,000	1.000	01/28/2022	300,000	01/28/2027	1,519	1.691	271,965	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	3.000	04/29/2022	500,000	04/29/2027	1,610	4.219	479,235	3130ARR52	27399	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	1,704	3.509	124,237	010878BF2	27440	130,000
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	1,728	4.200	363,655	3130ASVC0	27441	370,000
<b>Fund Total and Average</b>		<b>\$ 34,348,745</b>	<b>2.210</b>		<b>\$ 34,386,617</b>		<b>516</b>	<b>2.210</b>	<b>\$ 32,779,264</b>			<b>\$ 34,377,483</b>

**General Operating Reserve**

Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70000	70002	0
First American Govt.	USBGC	17,550	2.890		17,550		1	2.890	17,550	SYS70019	70019	17,550
US Bank	USB	0	0.000	07/01/2022	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	6,000,924	3.140	12/14/2018	6,000,924		1	3.140	6,000,924	SYS70071	70071	6,000,924
Visa Inc.	USBGC	500,000	2.800	04/26/2018	492,600	12/14/2022	13	3.145	499,760	92826CAC6	26584	499,942
US Bank, N.A.	USBGC	750,000	2.850	01/30/2019	741,900	01/23/2023	53	3.140	748,365	90331HNL3	26737	749,706
Bank of NY Mellon Co	USBGC	500,000	2.950	04/26/2018	491,790	01/29/2023	59	3.325	498,485	06406RAE7	26575	499,722
Praxair Inc	USBGC	500,000	2.700	04/26/2018	488,350	02/21/2023	82	3.225	499,440	74005PBF0	26581	499,463
Berkshire Hathaway I	USBGC	500,000	2.750	04/26/2018	488,920	03/15/2023	104	3.243	497,690	084670BR8	26576	499,345
United Parcel Servic	USBGC	500,000	2.500	04/26/2018	483,135	04/01/2023	121	3.245	496,245	911312BK1	26583	498,860
Arizona Board of Reg	USBGC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	182	1.387	1,763,794	040484VN4	26984	1,790,428
Walmart, Inc.	USBGC	500,000	3.400	02/07/2019	510,960	06/26/2023	207	2.864	496,195	931142EK5	26758	501,423
Montgomery Water Wor	USBGC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	274	1.020	2,103,494	613105KV6	26985	2,157,284
Pfizer Inc	USBGC	500,000	3.200	01/30/2019	506,250	09/15/2023	288	2.908	494,165	717081EN9	26738	501,066
Honolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	304	1.020	1,731,556	4386705V9	26983	1,786,203
Citibank NA	USBGC	500,000	3.650	02/07/2019	507,490	01/23/2024	418	3.319	493,110	17325FA57	26756	501,728
JP Morgan	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	427	3.535	495,340	46625HJT8	26757	503,540
US Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	431	2.093	432,982	91159HHV5	26906	446,319
JP Morgan	USBGC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	548	1.356	981,200	46647PBQ8	27007	1,002,289
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	609	0.820	530,416	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	609	1.058	1,434,495	438687KT1	26980	1,508,802
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	701	0.665	232,423	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	743	0.830	1,758,775	3130A3GE8	26962	1,889,531
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	788	1.846	481,520	90331HMS9	26951	509,780





**Northern California Power Agency  
Treasurer's Report  
11/30/2022**

**General Operating Reserve**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	807	1.161	470,560	384802AE4	27000	507,365
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	807	1.217	470,560	384802AE4	27005	506,756
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	852	0.600	481,355	586145F74	27114	526,997
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	852	1.038	932,770	899559QD3	27006	1,007,919
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	882	0.750	492,608	447025A56	27112	539,431
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	913	0.866	927,060	438516CB0	27008	1,011,793
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	913	1.299	397,648	471376FJ7	27011	431,845
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,867,985	06/15/2025	927	1.033	1,457,955	740189AM7	27017	1,585,776
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	935	1.050	677,438	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	943	0.845	448,950	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	943	0.774	452,940	977123X78	27042	500,000
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	944	2.145	3,615,880	59217GEJ4	27376	3,881,255
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	974	0.940	739,890	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	991	0.600	902,170	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,021	0.570	901,820	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,033	0.530	1,791,960	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,033	0.530	1,533,999	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,033	0.520	895,750	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,061	0.540	448,915	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	1,090	0.798	877,960	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,096	0.560	446,675	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,105	1.060	1,344,744	40139LBC6	27223	1,511,699
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,117	0.825	217,180	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,125	0.599	444,340	3135G06Q1	27141	500,616
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,165	0.699	446,280	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,174	0.500	831,730	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,196	1.054	561,569	808513BF1	27220	626,905
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,201	0.841	890,420	3130ALEL4	27203	998,346
Federal Home Loan Ba	USBGC	175,000	0.975	08/11/2022	157,876	03/23/2026	1,208	3.330	156,282	3130ALGJ7	27438	159,323
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,215	1.010	896,020	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,217	1.119	444,405	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,237	1.084	452,920	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,261	1.079	495,000	91324PEC2	27232	551,293
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,274	1.250	958,664	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,302	1.199	1,057,988	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	1,308	1.590	329,411	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,323	1.050	886,130	57629WDE7	27249	1,005,281
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	1,384	3.000	382,389	437076BN1	27387	402,201
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,412	1.235	88,913	24422EVM6	27297	100,243
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	1,412	4.569	1,765,607	63859UBH5	27420	1,818,007
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,424	1.567	754,979	872898AA9	27333	855,787
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,439	1.490	1,421,729	74460DAG4	27308	1,585,589



**Northern California Power Agency  
Treasurer's Report  
11/30/2022**

**General Operating Reserve**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,439	1.569	327,401	74460DAG4	27312	364,049
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,439	1.475	954,397	74460DAG4	27339	1,064,988
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,460	1.500	1,038,012	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	0.800	12/29/2021	150,000	12/29/2026	1,489	1.509	135,230	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	1,502	1.731	392,470	24422EWA3	27363	437,466
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	1,519	3.375	476,375	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	1,594	4.123	987,502	023135CF1	27419	996,703
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	1,603	3.628	1,708,546	872898AF8	27404	1,787,367
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	1,631	4.122	988,611	747525AU7	27421	998,774
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	1,657	3.631	477,485	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	1,718	4.944	253,730	30303M8B1	27484	253,793
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	1,725	4.136	71,275	023135BC9	27457	71,886
<b>Fund Total and Average</b>		<b>\$ 69,498,474</b>	<b>1.820</b>		<b>\$ 69,718,184</b>		<b>879</b>	<b>1.747</b>	<b>\$ 64,690,521</b>			<b>\$ 69,381,338</b>
<b>GRAND TOTALS:</b>		<b>\$ 189,083,413</b>	<b>2.183</b>		<b>\$ 189,361,857</b>		<b>597</b>	<b>2.169</b>	<b>\$ 179,955,019.</b>			<b>\$ 188,974,489</b>

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2022

**Callable Dates:**

Inv #	Inv #	Inv #
26848 WMT 1/11/2023	27110 CASMED Anytime	27216 ORSGEN Anytime
26906 USBANK 1/5/2024	27113 MEMGEN Anytime	27220 SCHW 2/11/2026
26947 USBANK Anytime starting 12/27/2024	27114 MEMGEN Anytime	27225 BAC Semi-annually
26951 USBANK Anytime starting 12/27/2024	27124 FFCB Anytime starting 2/1/2022	27226 BAC Semi-annually
26980 HON Anytime	27125 BALGEN Anytime	27227 BAC Semi-annually
26983 HON Anytime	27126 BALGEN Anytime	27228 BAC Semi-annually
26984 AZSHGR Anytime	27137 FNMA Annually	27251 JPM Annually starting 8/17/2023
27007 JPM 6/1/2023 and then starting on 5/1/2024	27138 JPM Quarterly starting 12/22/2023	27252 FHLB Quarterly
27011 JAS 6/1/2024	27139 JPM Quarterly starting 12/22/2023	27255 BAC Semi-annually
27024 JPM Quarterly starting 6/23/2024	27141 FNMA Quarterly	27256 BAC Semi-annually
27029 MAS Anytime	27149 TOY 1/20/2025 and 7/20/2025	27276 FHLB Quarterly
27041 WISTRN Anytime	27164 FHLB Anytime	27313 JPM Quarterly
27042 WISTRN Anytime	27168 APPL Anytime starting 1/8/2026	27329 NYSHGR Anytime
27055 CASWTR Anytime	27169 APPL Anytime starting 1/8/2026	27342 FHLB 12/29/2023
27056 FNMA Quarterly	27171 JPM Quarterly starting 2/17/2023	27343 FHLB 12/29/2023
27058 PHOGEN Anytime	27172 JPM Quarterly starting 2/17/2023	27345 FHLB 12/29/2023
27071 FAMC Semi-annually	27178 LOUIS Anytime	27364 FHLB 7/28/2023
27072 CASHGR Anytime	27195 FHLB Quarterly	27365 FHLB 7/28/2023
27077 FFCB Anytime	27200 FFCB Anytime starting 3/9/2023	27366 FHLB 2/27/2023
27078 FFCB Anytime	27201 FFCB Anytime starting 3/9/2023	27398 FHLB Quarterly
27079 FFCB Anytime	27202 WIS Anytime	27399 FHLB Quarterly
27080 FFCB Anytime	27203 FHLB Quarterly	27423 CTS Anytime
27081 FHLB Anytime	27213 FHLB Quarterly	27438 FHLB Monthly
27104 FHLMC Annually	27215 FHLB 4/21/2023	27440 ALA Anytime
		27441 FHLB Quarterly



**Northern California Power Agency  
Treasurer's Report  
11/30/2022**

**Geo 2016A Debt Service**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	292,000	2.870	08/29/2022	289,486	12/15/2022	14	2.935	291,544	313385T30	27443	291,674
U.S. Treasury	USBT	292,000	3.690	10/28/2022	290,204	12/27/2022	26	3.764	291,179	912796ZA0	27470	291,222
U.S. Treasury	USBT	290,000	3.925	11/30/2022	289,146	12/27/2022	26	3.991	289,185	912796ZA0	27486	289,178
Federal Home Loan Ba	USBT	292,000	2.765	07/27/2022	288,524	12/29/2022	28	2.837	291,092	313385U95	27437	291,372
Federal Home Loan Ba	USBT	292,000	3.470	09/27/2022	289,382	12/29/2022	28	3.550	291,092	313385U95	27459	291,212
<b>Fund Total and Average</b>		<b>\$ 1,458,000</b>	<b>3.343</b>		<b>\$ 1,446,742</b>		<b>24</b>	<b>3.415</b>	<b>\$ 1,454,092</b>			<b>\$ 1,454,658</b>

**Geothermal Special Reserve**

First American Govt.	USBGC	5,000	2.890		5,000		1	2.890	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,072	0.460	1,343,586	3135G06G3	27167	1,496,736
<b>Fund Total and Average</b>		<b>\$ 1,500,000</b>	<b>0.508</b>		<b>\$ 1,502,796</b>		<b>1068</b>	<b>0.468</b>	<b>\$ 1,348,586</b>			<b>\$ 1,501,736</b>

**Geo Decommissioning Reserve**

Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70027	70027	0
First American Govt.	USBGC	679	2.890		679		1	2.890	679	SYS70034	70034	679
California Asset Mgm	CMP	195,051	3.140	09/01/2022	195,051		1	3.140	195,051	SYS70074	70074	195,051
Crook County School	USBGC	355,000	1.563	05/07/2020	356,211	06/15/2023	196	1.450	349,281	227183DH0	27003	355,210
Solano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	243	1.471	386,005	83412PCN0	26978	395,055
Enerbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	272	3.203	247,263	29278TCP3A	30309	250,000
Citibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	280	3.301	247,385	17312QS34A	30314	250,000
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	701	1.846	324,162	78607QAY1	26977	338,183
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	807	1.161	399,976	384802AE4	27002	431,260
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	913	0.952	455,125	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	943	1.372	688,290	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	943	0.610	448,270	592112UB0	27175	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	974	0.940	907,840	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,105	1.060	446,774	40139LBC6	27224	502,242
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,165	0.700	892,560	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,246	1.200	417,665	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,302	1.199	634,793	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,364	1.250	42,969	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	1,380	1.629	1,744,897	037833DN7	27361	1,923,842
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,383	1.227	133,194	14913R2Q9	27289	149,576
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	1,424	1.567	1,221,289	872898AA9	27334	1,384,361
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,439	1.490	686,197	74460DAG4	27309	765,284
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	1,439	1.475	1,544,617	74460DAG4	27340	1,723,599
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	1,612	3.862	723,158	64966QC99	27405	750,000



**Northern California Power Agency  
Treasurer's Report  
11/30/2022**

**Geo Decommissioning Reserve**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,743	4.125	1,391,180	931142EX7	27458	1,389,454
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,647	2.078	485,070	64966QUX6	27219	583,526
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,892	4.870	167,177	13077DMR0	27482	167,277
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,993	1.360	795,990	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,001	1.460	780,545	31422XAU6	27177	972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	3,001	1.462	481,818	31422XAU6	27246	598,968
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	3,123	3.439	1,372,155	3130ANUL2	27439	1,489,691
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	3,162	1.704	1,616,940	3130AN7G9	27245	2,005,578
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	3,165	1.565	389,960	56781RKZ9	27272	505,798
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	3,179	2.134	310,314	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	3,179	2.134	201,503	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	3,287	5.110	78,263	16772PCS3	27485	78,384
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	3,322	2.044	2,010,525	3133ENJZ4	27360	2,449,897
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	3,435	4.181	914,462	31422XXY3	27403	970,379
<b>Fund Total and Average</b>		<b>\$ 27,569,730</b>	<b>1.934</b>		<b>\$ 27,366,111</b>		<b>2014</b>	<b>1.965</b>	<b>\$ 24,133,342</b>			<b>\$ 27,310,294</b>
<b>GRAND TOTALS:</b>		<b>\$ 30,527,730</b>	<b>1.931</b>		<b>\$ 30,315,649</b>		<b>1872</b>	<b>1.960</b>	<b>\$ 26,936,020.</b>			<b>\$ 30,266,688</b>

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2022

**Callable Dates:**

Inv #		
26977	SCRWTR	Anytime
27111	CASMED	Anytime
27162	APPL	Anytime starting 1/8/2026
27163	FHLB	Quarterly
27177	FAMCA	Semi-annually
27218	JPM	Annually starting 4/30/2023
27219	NYC	Anytime
27229	BAC	Semi-annually
27245	FHLB	Anytime
27246	FAMCA	Semi-annually
27258	BAC	Semi-annually
27403	FAMCA	Quarterly starting 4/27/2023
27405	NYC	Anytime
27439	FHLB	Monthly
27482	CASHGR	Anytime
27485	CHITRN	Anytime



Northern California Power Agency  
 Treasurer's Report  
 11/30/2022

Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	499	0.005		499		1	0.005	499	SYS79017	79017	499
U.S. Treasury	USBT	429,000	2.784	08/29/2022	424,024	01/26/2023	56	2.855	426,293	912796S34	27449	427,142
U.S. Treasury	USBT	465,000	3.871	10/28/2022	460,500	01/26/2023	56	3.963	462,066	912796S34	27476	462,200
Federal National Mtg	USBT	427,000	4.000	11/30/2022	424,058	01/31/2023	61	4.083	423,896	313588BG9	27492	424,106
Federal Home Loan Ba	USBT	392,000	3.640	09/27/2022	386,966	02/01/2023	62	3.738	388,993	313384BH1	27465	389,543
<b>Fund Total and Average</b>		<b>\$ 1,713,499</b>	<b>3.577</b>		<b>\$ 1,696,047</b>		<b>59</b>	<b>3.663</b>	<b>\$ 1,701,747</b>			<b>\$ 1,703,490</b>
<b>GRAND TOTALS:</b>		<b>\$ 1,713,499</b>	<b>3.577</b>		<b>\$ 1,696,047</b>		<b>59</b>	<b>3.663</b>	<b>\$ 1,701,747.</b>			<b>\$ 1,703,490</b>

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2022



Northern California Power Agency  
Treasurer's Report  
11/30/2022

Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70028	70028	0
First American Govt.	USBGC	1,625	2.890		1,625		1	2.890	1,625	SYS70031	70031	1,625
California Asset Mgm	CMP	13,789,339	3.140	09/01/2022	13,789,339		1	3.140	13,789,339	SYS70073	70073	13,789,339
Visa Inc.	USBGC	500,000	2.800	03/14/2018	494,470	12/14/2022	13	3.051	499,760	92826CAC6	26547	499,958
Toyota Motor Credit	USBGC	500,000	2.700	06/13/2018	489,100	01/11/2023	41	3.215	498,890	89236TEL5	26619	499,735
United Parcel Servic	USBGC	500,000	2.500	06/13/2018	484,900	04/01/2023	121	3.182	496,245	911312BK1	26620	498,951
Colgate-Palmolive Co	USBGC	550,000	2.100	08/09/2018	528,660	05/01/2023	151	2.985	544,170	19416QEC0	26652	548,119
J Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	396	0.401	953,930	374288AB4	27161	1,000,000
Met Life Glob Fundin	USBGC	209,000	0.700	04/12/2022	199,867	04/05/2024	491	2.988	196,824	58989V2C7	27385	202,800
Met Life Glob Fundin	USBGC	419,000	0.700	04/12/2022	400,690	04/05/2024	491	2.988	394,589	58989V2C7	27386	406,571
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	609	1.029	234,503	592090GB4	27134	250,000
Califorina Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	670	0.683	93,109	13034AL57	27135	100,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	745	1.744	481,665	931142DV2	26950	508,808
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	875	0.839	506,043	06406RAN7	27221	554,748
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	900	0.675	455,465	31422BA26	27004	500,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	974	1.229	228,053	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	988	1.950	497,700	283734TC5	27131	530,824
Califorina Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,035	0.765	116,809	13034AL65	27132	130,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	1,090	0.798	877,960	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,105	0.615	448,195	3135G06J7	27136	500,516
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,117	0.825	434,360	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,125	0.576	444,340	3135G06Q1	27148	500,958
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,169	0.530	442,450	3130AKWA0	27165	499,840
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,182	0.500	445,860	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	1,185	4.200	33,604	17275RBC5	27481	33,686
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,237	1.084	452,920	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,261	1.082	450,000	91324PEC2	27231	501,175
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,355	0.875	441,000	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,362	0.967	443,655	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,364	1.250	42,969	06048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,424	1.567	177,642	872898AA9	27332	201,362
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,439	1.475	224,248	74460DAG4	27338	250,232
Federal Home Loan Ba	USBGC	500,000	0.800	12/29/2021	500,000	12/29/2026	1,489	1.509	450,765	3130AQER0	27344	500,000
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	1,725	4.136	142,550	023135BC9	27456	143,731
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	1,728	4.200	393,140	3130ASVC0	27442	400,000
<b>Fund Total and Average</b>		<b>\$ 27,328,964</b>	<b>2.287</b>		<b>\$ 27,337,193</b>		<b>450</b>	<b>2.325</b>	<b>\$ 26,334,377</b>			<b>\$ 27,352,978</b>

Hydro Debt Service

U.S. Treasury	USBT	26,000	3.690	10/28/2022	25,840	12/27/2022	26	3.764	25,927	912796ZA0	27471	25,931
---------------	------	--------	-------	------------	--------	------------	----	-------	--------	-----------	-------	--------



Northern California Power Agency  
Treasurer's Report  
11/30/2022

**Hydro Debt Service**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
U.S. Treasury	USBT	26,000	3.925	11/30/2022	25,923	12/27/2022	26	3.991	25,927	912796ZA0	27487	25,926
U.S. Treasury	USBT	26,000	2.730	07/27/2022	25,694	12/29/2022	28	2.800	25,923	912796R27	27429	25,945
U.S. Treasury	USBT	25,000	2.782	08/29/2022	24,764	12/29/2022	28	2.847	24,926	912796R27	27444	24,946
U.S. Treasury	USBT	26,000	3.157	09/27/2022	25,788	12/29/2022	28	3.227	25,923	912796R27	27460	25,936
<b>Fund Total and Average</b>		<b>\$ 129,000</b>	<b>3.260</b>		<b>\$ 128,009</b>		<b>27</b>	<b>3.330</b>	<b>\$ 128,626</b>			<b>\$ 128,684</b>

**Hydro 2018A Debt Service**

Federal Home Loan Ba	USBGC	1,106,000	2.870	08/29/2022	1,096,477	12/15/2022	14	2.935	1,104,275	313385T30	27445	1,104,766
U.S. Treasury	USBT	1,103,000	3.690	10/28/2022	1,096,217	12/27/2022	26	3.764	1,099,901	912796ZA0	27472	1,100,061
U.S. Treasury	USBT	1,100,000	3.925	11/30/2022	1,096,762	12/27/2022	26	3.991	1,096,909	912796ZA0	27488	1,096,882
Federal Home Loan Ba	USBT	1,110,000	2.765	07/27/2022	1,096,786	12/29/2022	28	2.818	1,106,548	313385U95	27430	1,107,613
Federal Home Loan Ba	USBT	1,107,000	3.469	09/27/2022	1,097,077	12/29/2022	28	3.550	1,103,557	313385U95	27461	1,104,012
<b>Fund Total and Average</b>		<b>\$ 5,526,000</b>	<b>3.343</b>		<b>\$ 5,483,319</b>		<b>24</b>	<b>3.410</b>	<b>\$ 5,511,190</b>			<b>\$ 5,513,334</b>

**Hydro 2019A Debt Service**

Federal Home Loan Ba	USBT	1,204,000	2.870	08/29/2022	1,193,634	12/15/2022	14	2.935	1,202,122	313385T30	27446	1,202,656
U.S. Treasury	USBT	1,201,000	3.690	10/28/2022	1,193,614	12/27/2022	26	3.764	1,197,625	912796ZA0	27473	1,197,799
U.S. Treasury	USBT	1,198,000	3.925	11/30/2022	1,194,473	12/27/2022	26	3.991	1,194,634	912796ZA0	27489	1,194,604
Federal Home Loan Ba	USBT	1,209,000	2.765	07/27/2022	1,194,607	12/29/2022	28	2.837	1,205,240	313385U95	27431	1,206,400
Federal Home Loan Ba	USBT	1,206,000	3.469	09/27/2022	1,195,189	12/29/2022	28	3.550	1,202,249	313385U95	27462	1,202,745
<b>Fund Total and Average</b>		<b>\$ 6,018,000</b>	<b>3.343</b>		<b>\$ 5,971,517</b>		<b>24</b>	<b>3.414</b>	<b>\$ 6,001,870</b>			<b>\$ 6,004,204</b>

**Hydro 2022A Debt Service**

Federal Home Loan Ba	USBT	506,000	2.870	08/29/2022	501,643	12/15/2022	14	2.935	505,211	313385T30	27447	505,435
U.S. Treasury	USBT	504,000	3.690	10/28/2022	500,900	12/27/2022	26	3.764	502,584	912796ZA0	27474	502,657
U.S. Treasury	USBT	503,000	3.925	11/30/2022	501,519	12/27/2022	26	3.991	501,587	912796ZA0	27490	501,574
Federal Home Loan Ba	USBT	507,000	2.764	07/27/2022	500,964	12/29/2022	28	2.837	505,423	313385U95	27432	505,910
Federal Home Loan Ba	USBT	506,000	3.470	09/27/2022	501,464	12/29/2022	28	3.550	504,426	313385U95	27463	504,634
<b>Fund Total and Average</b>		<b>\$ 2,526,000</b>	<b>3.343</b>		<b>\$ 2,506,490</b>		<b>24</b>	<b>3.414</b>	<b>\$ 2,519,231</b>			<b>\$ 2,520,210</b>

**Hydro 2022B Debt Service**

Federal Home Loan Ba	USBT	168,000	2.870	08/29/2022	166,554	12/15/2022	14	2.935	167,738	313385T30	27448	167,812
U.S. Treasury	USBT	167,000	3.690	10/28/2022	165,973	12/27/2022	26	3.764	166,531	912796ZA0	27475	166,555
U.S. Treasury	USBT	167,000	3.925	11/30/2022	166,508	12/27/2022	26	3.991	166,531	912796ZA0	27491	166,527
Federal Home Loan Ba	USBT	168,000	2.765	07/27/2022	166,000	12/29/2022	28	2.837	167,478	313385U95	27433	167,639
Federal Home Loan Ba	USBT	168,000	3.470	09/27/2022	166,494	12/29/2022	28	3.550	167,478	313385U95	27464	167,547



**Northern California Power Agency  
Treasurer's Report  
11/30/2022**

**Hydro 2022B Debt Service**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
<b>Fund Total and Average</b>		\$ 838,000	3.343		\$ 831,529		24	3.414	\$ 835,756			\$ 836,080

**Hydro Special Reserve**

First American Govt.	USBGC	5,000	2.890		5,000		1	2.890	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,072	0.460	1,343,586	3135G08G3	27166	1,496,736
<b>Fund Total and Average</b>		\$ 1,500,000	0.508		\$ 1,502,796		1068	0.468	\$ 1,348,586			\$ 1,501,736

**Hydro 2012 DSRA**

U.S. Treasury	USBT	19,000	2.578	08/29/2022	18,853	12/15/2022	14	2.635	18,977	912796X79	27453	18,981
U.S. Treasury	USBT	1,875,000	1.750	04/27/2022	1,843,359	06/30/2024	577	2.551	1,796,194	9128286Z8	27388	1,852,036
<b>Fund Total and Average</b>		\$ 1,894,000	1.758		\$ 1,862,212		571	2.552	\$ 1,815,171			\$ 1,871,017

**GRAND TOTALS: \$ 45,759,964 2.553 \$ 45,623,065 336 2.630 \$ 44,494,807. \$ 45,728,243**

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2022

**Callable Dates:**

Inv #

26950	WMT	Anytime starting 10/15/2024
27004	FAMCA	Semi-annually
27131	ELPASO	Callable annually starting 8/15/2023
27132	FFCB	Anytime
27135	CASDEV	Anytime
27136	FNMA	Quarterly
27140	JPM	Quarterly starting 12/22/2023
27161	JPGETY	Anytime starting 10/1/2023
27165	FHLB	Anytime
27214	FHLB	4/21/2023
27221	BK	3/24/2025
27253	FHLB	Quarterly
27254	FHLB	Monthly
27257	BAC	Semi-annually
27344	FHLB	12/29/2023
27442	FHLB	Quarterly





**Northern California Power Agency**  
**Treasurer's Report**  
**11/30/2022**

**LEC GHG Auction Acct**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		0	1.329		0		1	1.329	0	SYS70046	70046	0
California Asset Mgm	CMP	466,533	3.140	09/13/2022	466,533		1	3.140	466,533	SYS70077	70077	466,533
<b>Fund Total and Average</b>		<b>\$ 466,533</b>	<b>3.140</b>		<b>\$ 466,533</b>		<b>1</b>	<b>3.140</b>	<b>\$ 466,533</b>			<b>\$ 466,533</b>

**LEC Issue #1 2010B DS Fund**

US Bank Trust	USB	4,145,344	0.005		4,145,344		1	0.005	4,145,344	SYS79004	79004	4,145,344
Federal Home Loan Ba	USBT	728,000	2.200	06/29/2022	721,104	12/01/2022	0	2.251	728,000	313385R57	27426	728,000
Federal Home Loan Ba	USBT	728,000	2.660	07/27/2022	721,169	12/01/2022	0	2.722	728,000	313385R57	27434	728,000
U.S. Treasury	USBT	113,000	1.550	06/03/2022	112,119	12/01/2022	0	1.583	113,000	912796P94	27413	113,000
U.S. Treasury	USBT	726,000	2.756	08/29/2022	720,776	12/01/2022	0	2.814	726,000	912796P94	27450	726,000
<b>Fund Total and Average</b>		<b>\$ 6,440,344</b>	<b>0.890</b>		<b>\$ 6,420,512</b>		<b>1</b>	<b>0.911</b>	<b>\$ 6,440,344</b>			<b>\$ 6,440,344</b>

**LEC Issue #2 2010B DS Fund**

US Bank Trust	USB	3,133,781	0.005		3,133,781		1	0.005	3,133,781	SYS79012	79012	3,133,781
Federal Home Loan Ba	USBT	787,000	2.200	06/29/2022	779,545	12/01/2022	0	2.251	787,000	313385R57	27427	787,000
Federal Home Loan Ba	USBT	786,000	2.660	07/27/2022	778,624	12/01/2022	0	2.722	786,000	313385R57	27435	786,000
U.S. Treasury	USBT	60,000	2.149	06/15/2022	59,394	12/01/2022	0	2.202	60,000	912796P94	27417	60,000
U.S. Treasury	USBT	785,000	2.755	08/29/2022	779,351	12/01/2022	0	2.814	785,000	912796P94	27451	785,000
<b>Fund Total and Average</b>		<b>\$ 5,551,781</b>	<b>1.104</b>		<b>\$ 5,530,695</b>		<b>1</b>	<b>1.129</b>	<b>\$ 5,551,781</b>			<b>\$ 5,551,781</b>

**LEC Issue#1 2017A DS Fund**

Federal Home Loan Ba	USBT	673,000	2.200	06/29/2022	666,625	12/01/2022	0	2.251	673,000	313385R57	27428	673,000
Federal Home Loan Ba	USBT	673,000	2.660	07/27/2022	666,685	12/01/2022	0	2.722	673,000	313385R57	27436	673,000
U.S. Treasury	USBT	11,000	1.549	06/03/2022	10,914	12/01/2022	0	1.583	11,000	912796P94	27414	11,000
U.S. Treasury	USBT	670,000	2.756	08/29/2022	665,179	12/01/2022	0	2.814	670,000	912796P94	27452	670,000
<b>Fund Total and Average</b>		<b>\$ 2,027,000</b>	<b>2.533</b>		<b>\$ 2,009,403</b>		<b>0</b>	<b>2.590</b>	<b>\$ 2,027,000</b>			<b>\$ 2,027,000</b>

**LEC Issue #1 2010 DSR Fund**

US Bank Trust	USB	160	0.005		160		1	0.005	160	SYS79005	79005	160
U.S. Treasury	USBT	4,250,000	2.150	06/15/2022	4,207,105	12/01/2022	0	2.202	4,250,000	912796P94	27418	4,250,000
U.S. Treasury	USBT	514,000	1.952	06/21/2022	509,455	12/01/2022	0	1.997	514,000	912796P94	27422	514,000
U.S. Treasury	USBT	37,000	2.809	09/27/2022	36,812	12/01/2022	0	2.863	37,000	912796P94	27469	37,000
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,187	0.840	3,962,281	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,289	0.799	134,342	3130AN4T4	27270	150,389



**Northern California Power Agency  
Treasurer's Report  
11/30/2022**

**LEC Issue #1 2010 DSR Fund**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
<b>Fund Total and Average</b>		<b>\$ 9,381,160</b>	<b>1.503</b>		<b>\$ 9,334,060</b>		<b>581</b>	<b>1.528</b>	<b>\$ 8,897,783</b>			<b>\$ 9,381,549</b>

**LEC Iss#1 2010B BABS Subs Resv**

US Bank Trust	USB	531	0.005		531		1	0.005	531	SYS79006	79006	531
U.S. Treasury	USBT	2,277,000	1.550	06/03/2022	2,259,255	12/01/2022	0	1.583	2,277,000	912796P94	27415	2,277,000
<b>Fund Total and Average</b>		<b>\$ 2,277,531</b>	<b>1.550</b>		<b>\$ 2,259,786</b>		<b>0</b>	<b>1.584</b>	<b>\$ 2,277,531</b>			<b>\$ 2,277,531</b>

**LEC Issue #2 2010B DSR BABS**

US Bank Trust	USB	698	0.005		698		1	0.005	698	SYS79013	79013	698
U.S. Treasury	USBT	154,000	1.549	06/03/2022	152,800	12/01/2022	0	1.583	154,000	912796P94	27416	154,000
U.S. Treasury	USBT	786,000	2.756	08/29/2022	780,344	12/01/2022	0	2.814	786,000	912796P94	27454	786,000
<b>Fund Total and Average</b>		<b>\$ 940,698</b>	<b>2.557</b>		<b>\$ 933,842</b>		<b>0</b>	<b>2.611</b>	<b>\$ 940,698</b>			<b>\$ 940,698</b>

**LEC O & M Reserve**

Local Agency Investm		0	1.329		0		1	1.329	0	SYS70047	70047	0
First American Govt.	USBGC	652	2.890		652		1	2.890	652	SYS70041	70041	652
California Asset Mgm	CMP	2,164,414	3.140	09/09/2022	2,164,414		1	3.140	2,164,414	SYS70075	70075	2,164,414
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	731	1.776	452,022	14912L6G1	26952	478,078
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	943	0.610	448,270	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	971	0.579	903,680	3136G4D75	27047	1,000,533
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	991	0.600	902,170	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,033	0.530	671,985	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,033	0.530	597,546	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,165	0.699	446,280	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,246	1.200	417,665	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,323	1.050	886,130	57629WDE7	27250	1,005,281
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,364	1.250	85,938	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,383	1.227	443,980	14913R2Q9	27290	498,588
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,424	1.567	754,979	872898AA9	27335	855,787
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,439	1.490	461,950	74460DAG4	27310	515,191
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,439	1.475	954,397	74460DAG4	27341	1,064,988
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,643	3.654	174,752	088006KB6	27424	180,989
<b>Fund Total and Average</b>		<b>\$ 11,779,066</b>	<b>1.491</b>		<b>\$ 11,804,932</b>		<b>968</b>	<b>1.440</b>	<b>\$ 10,766,810</b>			<b>\$ 11,784,501</b>

---

GRAND TOTALS:	\$ 38,864,113	1,442	\$ 38,759,763	434	1,446	\$ 37,368,480.	\$ 38,869,937
---------------	---------------	-------	---------------	-----	-------	----------------	---------------

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2022

**Callable Dates:**

Inv #		
27047	FHLMC	Quarterly
27057	FNMA	Quarterly
27083	FFCB	Anytime
27084	FFCB	Anytime
27170	APPL	Anytime starting 1/8/2026
27199	FFCB	Anytime
27222	JPM	Annually starting 4/30/2023
27259	BAC	Semi-annually



# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Treasurer's Report for Month Ended December 31, 2022

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Sondra Ainsworth <i>S.A.</i>	<b>METHOD OF SELECTION:</b>
	Treasurer-Controller	N/A
<b>Division:</b>	Administrative Services	
<b>Department:</b>	Accounting & Finance	

**IMPACTED MEMBERS:**

<b>All Members</b>	<input checked="" type="checkbox"/>	<b>City of Lodi</b>	<input type="checkbox"/>	<b>City of Shasta Lake</b>	<input type="checkbox"/>
<b>Alameda Municipal Power</b>	<input type="checkbox"/>	<b>City of Lompoc</b>	<input type="checkbox"/>	<b>City of Ukiah</b>	<input type="checkbox"/>
<b>San Francisco Bay Area Rapid Transit</b>	<input type="checkbox"/>	<b>City of Palo Alto</b>	<input type="checkbox"/>	<b>Plumas-Sierra REC</b>	<input type="checkbox"/>
<b>City of Biggs</b>	<input type="checkbox"/>	<b>City of Redding</b>	<input type="checkbox"/>	<b>Port of Oakland</b>	<input type="checkbox"/>
<b>City of Gridley</b>	<input type="checkbox"/>	<b>City of Roseville</b>	<input type="checkbox"/>	<b>Truckee Donner PUD</b>	<input type="checkbox"/>
<b>City of Healdsburg</b>	<input type="checkbox"/>	<b>City of Santa Clara</b>	<input type="checkbox"/>	<b>Other</b>	<input type="checkbox"/>

*If other, please specify*

\_\_\_\_\_

\_\_\_\_\_

**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for December 31, 2022.

**BACKGROUND:**

In compliance with Northern California Power Agency (NCPA) policy and State of California Government Code Sections 53601 and 53646(b), the following monthly report is submitted for your information and acceptance.

Cash – At month end cash totaled \$9,335,019 of which approximately \$294 was applicable to Special and Reserve Fund Deposits, \$8,715,697 to Debt Service and \$619,028 to Operations and other.

The cash balance held at U.S. Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement.

Investments – The carrying value of NCPA's investment portfolio totaled \$301,827,816 at month end. The current market value of the portfolio totaled \$286,593,253.

The overall portfolio had a combined weighted average interest rate of 2.667% with a bond equivalent yield (yield to maturity) of 2.704%. Investments with a maturity greater than one year totaled \$155,959,000. December maturities totaled \$41,676,355 and monthly receipts totaled \$68 million. During the month \$39 million was invested.

Funds not required to meet annual cash flow are reinvested and separately reported as they occur.

Interest Rates – During the month, rates on 90-day T-Bills increased 4 basis points from 4.41% to 4.45% and rates on one-year T-Bills decreased 3 basis points from 4.76% to 4.73%.

To the best of my knowledge and belief, all securities held by NCPA as of December 31, 2022 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

**FISCAL IMPACT:**

This report has no direct budget impact to NCPA.

**ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachment: Treasurer's Report December 31, 2022

# **NORTHERN CALIFORNIA POWER AGENCY**

## **TREASURER'S REPORT**

**DECEMBER 31, 2022**

### **TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b>CASH &amp; INVESTMENT BALANCE</b>	<b>1</b>
<b>CASH ACTIVITY SUMMARY</b>	<b>2</b>
<b>INVESTMENT ACTIVITY SUMMARY</b>	<b>3</b>
<b>INTEREST RATE/YIELD ANALYSIS</b>	<b>4</b>
<b>INVESTMENT MATURITIES ANALYSIS</b>	<b>5</b>
<b>DETAIL REPORT OF INVESTMENTS</b>	<b>APPENDIX</b>

**Northern California Power Agency  
Treasurer's Report  
Cash & Investment Balance  
December 31, 2022**

	<b>CASH</b>	<b>INVESTMENTS</b>	<b>TOTAL</b>	<b>PERCENT</b>
<b>NCPA FUNDS</b>				
Operating	\$ 605,929	\$ 120,122,423	\$ 120,728,352	38.80%
Special Deposits	13,099	201,447	214,546	0.07%
Debt Service	8,715,697	21,879,806	30,595,503	9.83%
Special & Reserve	294	159,624,140	159,624,434	51.30%
	<b>\$ 9,335,019</b>	<b>\$ 301,827,816</b>	<b>\$ 311,162,835</b>	<b>100.00%</b>

Portfolio Investments at Market Value

\$ 286,593,253

NOTE A - Investment amounts shown at book carrying value.

**Northern California Power Agency  
Treasurer's Report  
Cash Activity Summary  
December 31, 2022**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
<b>NCPA FUNDS</b>							
Operating	\$ 67,827,773	\$ 286,579	\$ 1,718,713	\$ (29,507,716)	\$ (3,434,252)	\$ (37,736,454)	\$ (845,357)
Special Deposits	147,872	737	-	(26,091,999)	(737)	25,944,096	(31)
Debt Service	-	3	30,513,616	(9,388,496)	(20,141,048)	5,757,435	6,741,510
Special & Reserve	-	276,628	9,444,026	-	(15,755,768)	6,034,923	(191)
	<u>\$ 67,975,645</u>	<u>\$ 563,947</u>	<u>\$ 41,676,355</u>	<u>\$ (64,988,211)</u>	<u>\$ (39,331,805)</u>	<u>\$ -</u>	<u>\$ 5,895,931</u>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.



**Northern California Power Agency  
Treasurer's Report  
Investment Activity Summary  
December 31, 2022**

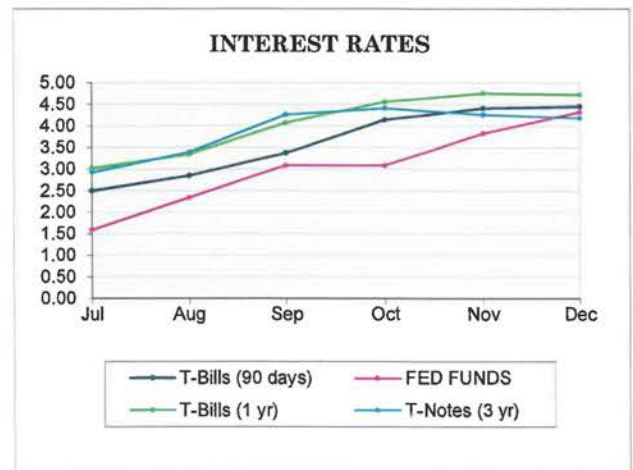
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
<b>NCPA FUNDS</b>						
Operating	\$ 3,434,252	\$ (1,718,713)	\$ (803)	\$ -	\$ -	\$ 1,714,736
Special Deposits	737	-	-	-	-	737
Debt Service	20,141,048	(30,513,616)	72,590	-	-	(10,299,978)
Special & Reserve	15,755,768	(9,444,026)	9,020	-	-	6,320,762
	<u>\$ 39,331,805</u>	<u>\$ (41,676,355)</u>	<u>\$ 80,807</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (2,263,743)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(80,807)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ (2,344,550)</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency  
Interest Rate/Yield Analysis  
December 31, 2022**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>2.667%</b>	<b>2.704%</b>
<b>OPERATING FUNDS:</b>	<b>2.631%</b>	<b>2.616%</b>
<b>PROJECTS:</b>		
Geothermal	1.978%	2.012%
Capital Facilities	3.788%	3.893%
Hydroelectric	3.079%	3.178%
Lodi Energy Center	3.099%	3.140%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Fds (Overnight)	4.33%	0.08%
T-Bills (90da.)	4.45%	0.06%
Agency Disc (90da.)	4.57%	0.11%
T-Bills (1yr.)	4.73%	0.37%
Agency Disc (1yr.)	4.75%	0.19%
T-Notes (3yr.)	4.18%	0.98%

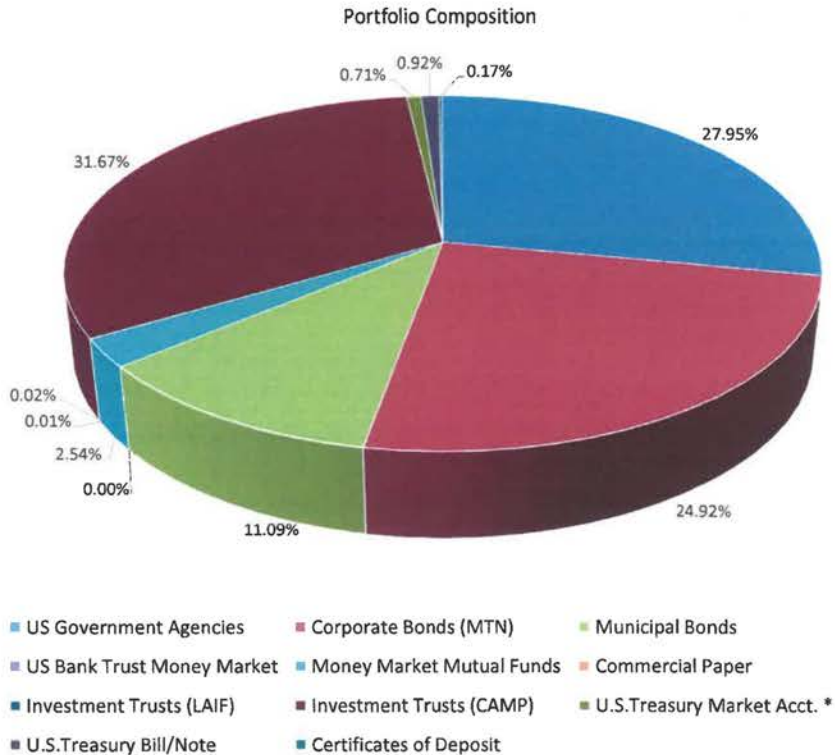


**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
December 31, 2022**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 819	\$ 12,250	\$ 11,632	\$ -	\$ 50,350	\$ 9,747	\$ 84,798	27.95%
Corporate Bonds (MTN)	-	4,250	2,550	500	-	68,282	-	75,582	24.92%
Municipal Bonds	-	-	2,140	3,030	2,770	23,685	2,020	33,645	11.09%
US Bank Trust Money Market	5	-	-	-	-	-	-	5	0.00%
Money Market Mutual Funds	7,696	-	-	-	-	-	-	7,696	2.54%
Commercial Paper	25	-	-	-	-	-	-	25	0.01%
Investment Trusts (LAIF)	51	-	-	-	-	-	-	51	0.02%
Investment Trusts (CAMP)	96,062	-	-	-	-	-	-	96,062	31.67%
U.S.Treasury Market Acct. *	2,144	-	-	-	-	-	-	2,144	0.71%
U.S.Treasury Bill/Note	-	894	-	-	20	1,875	-	2,789	0.92%
Certificates of Deposit	10	-	-	500	-	-	-	510	0.17%
<b>Total Dollars</b>	<b>\$ 105,993</b>	<b>\$ 5,963</b>	<b>\$ 16,940</b>	<b>\$ 15,662</b>	<b>\$ 2,790</b>	<b>\$ 144,192</b>	<b>\$ 11,767</b>	<b>\$ 303,307</b>	<b>100.00%</b>
<b>Total Percents</b>	<b>34.94%</b>	<b>1.97%</b>	<b>5.59%</b>	<b>5.16%</b>	<b>0.92%</b>	<b>47.54%</b>	<b>3.88%</b>	<b>100.00%</b>	

Investments are shown at Face Value, in thousands.

\* The cash balance held at US Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement. Cash held by US Bank is invested nightly in fully collateralized U.S. Treasury Securities.



**NORTHERN CALIFORNIA POWER AGENCY**

**Detail Report Of Investments**

**APPENDIX**

**Note:**           **This appendix has been prepared to comply with  
Government Code section 53646.**



**Northern California Power Agency**  
**Treasurer's Report**  
**12/31/2022**

**Operating**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	2.500	10/07/2022	25,000		1	2.500	25,000	SYS70101	70101	25,000
First American Funds	USB	7,696,000	3.649	10/12/2022	7,696,000		1	3.649	7,696,000	SYS70102	70102	7,696,000
Local Agency Investm	LAIF	50,758	1.329		50,758		1	1.329	50,758	SYS70000	70000	50,758
First American Govt.	USBGC	21,184	3.630		21,184		1	3.630	21,184	SYS70014	70014	21,184
US Bank	USB	605,929	0.001		605,929		1	0.001	605,929	SYS70050	70050	605,929
US Bank	USB	0	0.010	08/24/2017	0		1	0.010	0	SYS70056	70056	0
California Asset Mgm	CMP	48,357,082	4.040	10/19/2018	48,357,082		1	4.040	48,357,082	SYS70070	70070	48,357,082
US Bank	USB	10,000	0.050	10/07/2022	10,000	01/07/2023	6	0.050	10,000	SYS30331	30331	10,000
Walmart, Inc.	USBGC	500,000	2.550	07/31/2019	507,870	04/11/2023	100	2.104	496,880	931142DH3	26848	500,592
Hershey Company	USBGC	500,000	3.375	06/12/2018	503,125	05/15/2023	134	3.236	497,445	427866AZ1	26615	500,236
Commonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	181	0.507	490,605	57582RF84	27029	500,000
JP Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	396	3.561	493,500	46625HJT8	26760	503,177
East Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	578	0.878	470,095	275282PR6	27105	500,000
CA St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	700	0.584	555,702	13067WRB0	27055	600,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	757	1.846	481,725	90331HMS9	26947	509,402
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	896	0.730	233,922	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	912	0.629	448,180	592112UB0	27173	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	912	0.990	457,255	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	912	0.787	455,100	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	913	2.145	906,010	59217GEJ4	27375	971,270
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	943	0.992	907,080	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,052	0.542	896,760	3135GA4P3	27137	1,003,052
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,086	0.825	216,978	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,115	0.699	411,930	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,151	0.500	334,406	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	1.500	02/28/2022	1,000,000	02/27/2026	1,153	1.497	939,520	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	1,154	4.200	97,255	17275RBC5	27480	98,270
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,163	0.800	981,574	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,230	1.079	446,540	91324PEC2	27230	501,147
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,243	1.250	1,463,003	06048WM31	27225	1,700,000
Met Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,277	1.181	219,960	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,277	1.201	223,383	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,292	1.050	440,070	57629WDE7	27247	502,580
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,322	1.272	88,108	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,324	0.875	440,420	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,324	1.150	845,290	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,333	1.250	642,195	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,352	1.227	441,295	14913R2Q9	27288	498,619
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,352	1.225	460,330	24422EVB2	27294	518,342
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	1,366	0.900	553,474	3130ANXS4	27276	630,000



Northern California Power Agency

Treasurer's Report

12/31/2022

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Reliance Standard LI	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,366	1.635	1,301,325	75951AAQ1	27292	1,493,341
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,369	1.260	461,615	70450YAD5	27293	525,168
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	1,393	1.567	1,360,483	872898AA9	27330	1,535,161
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	1,408	1.475	1,697,455	74460DAG4	27336	1,911,736
Federal Home Loan Ba	USBGC	50,000	0.800	12/29/2021	50,000	12/29/2026	1,458	1.509	45,002	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	1.000	01/28/2022	3,000,000	01/28/2027	1,488	1.691	2,713,770	3130AQN66	27364	3,000,000
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	1,687	4.944	490,232	30303M8B1	27483	494,986
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	1,694	4.136	563,802	023135BC9	27455	575,368
<b>Fund Total and Average</b>		<b>\$ 85,243,953</b>	<b>3.085</b>		<b>\$ 85,264,815</b>		<b>389</b>	<b>3.112</b>	<b>\$ 82,435,627</b>			<b>\$ 85,223,400</b>

MPP GHG Auction Acct

Local Agency Investm		0	1.329		0		1	1.329	0	SYS70045	70045	0
California Asset Mgm	CMP	576,073	4.040	09/13/2022	576,073		1	4.040	576,073	SYS70076	70076	576,073
<b>Fund Total and Average</b>		<b>\$ 576,073</b>	<b>4.040</b>		<b>\$ 576,073</b>		<b>1</b>	<b>4.040</b>	<b>\$ 576,073</b>			<b>\$ 576,073</b>

MPP Security Deposit Acct

Local Agency Investm		0	1.329		0		1	1.329	0	SYS70048	70048	0
California Asset Mgm	CMP	201,447	4.040	10/28/2022	201,447		1	4.040	201,447	SYS70078	70078	201,447
<b>Fund Total and Average</b>		<b>\$ 201,447</b>	<b>4.040</b>		<b>\$ 201,447</b>		<b>1</b>	<b>4.040</b>	<b>\$ 201,447</b>			<b>\$ 201,447</b>

SCPA Balancing Account

Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70022	70022	0
First American Govt.	USBGC	10,900	3.630		10,900		1	3.630	10,900	SYS70023	70023	10,900
California Asset Mgm	CMP	18,451,773	4.040	05/27/2022	18,451,773		1	4.040	18,451,773	SYS70072	70072	18,451,773
Berkshire Hathaway I	USBGC	500,000	2.750	05/09/2018	490,280	03/15/2023	73	3.185	497,860	084670BR8	26596	499,588
Pfizer Inc	USBGC	500,000	3.000	06/22/2018	496,550	06/15/2023	165	3.150	495,890	717081DH3	26626	499,684
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	821	0.600	483,275	586145F74	27113	526,033
State of Wisconsin	USBGC	400,000	0.650	03/17/2021	400,000	05/01/2025	851	0.649	365,244	97705MUK9	27202	400,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	882	0.952	457,230	13032LXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	912	0.932	452,530	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	912	0.610	448,180	592112UB0	27174	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,002	0.530	1,824,488	3133EMB00	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,002	0.530	1,830,527	3133EMB04	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,134	0.699	443,790	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,138	0.530	442,490	3130AKWA0	27164	499,844
JP Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,143	0.500	874,250	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,151	0.500	111,469	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,152	0.630	886,880	3130ALB94	27195	1,000,000



Northern California Power Agency

Treasurer's Report

12/31/2022

SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,163	0.800	1,472,361	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,271	1.199	411,390	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,292	1.050	440,070	57629WDE7	27248	502,580
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,333	1.250	42,813	06048WN22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,393	1.567	178,424	872898AA9	27331	201,333
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,408	1.569	244,398	74460DAG4	27311	274,298
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,408	1.475	222,180	74460DAG4	27337	250,227
Federal Home Loan Ba	USBGC	100,000	0.800	12/29/2021	100,000	12/29/2026	1,458	1.509	90,003	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	1,471	1.731	468,143	24422EWA3	27362	524,373
Federal Home Loan Ba	USBGC	300,000	1.000	01/28/2022	300,000	01/28/2027	1,488	1.691	271,377	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	3.000	04/29/2022	500,000	04/29/2027	1,579	4.219	478,995	3130ARR52	27399	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	1,673	3.509	123,278	010878BF2	27440	130,000
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	1,697	4.200	363,273	3130ASVC0	27441	370,000
<b>Fund Total and Average</b>		<b>\$ 34,432,673</b>	<b>2.697</b>		<b>\$ 34,473,570</b>		<b>500</b>	<b>2.696</b>	<b>\$ 32,883,481</b>			<b>\$ 34,460,633</b>

General Operating Reserve

Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70000	70002	0
First American Govt.	USBGC	56,268	3.630		56,268		1	3.630	56,268	SYS70019	70019	56,268
US Bank	USB	0	0.000	07/01/2022	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	12,257,535	4.040	12/14/2018	12,257,535		1	4.040	12,257,535	SYS70071	70071	12,257,535
US Bank, N.A.	USBGC	750,000	2.850	01/30/2019	741,900	01/23/2023	22	3.140	749,303	90331HNL3	26737	749,876
Bank of NY Mellon Co	USBGC	500,000	2.950	04/26/2018	491,790	01/29/2023	28	3.325	499,395	06406RAE7	26575	499,866
Praxair Inc	USBGC	500,000	2.700	04/26/2018	488,350	02/21/2023	51	3.225	499,535	74005PBF0	26581	499,664
Berkshire Hathaway I	USBGC	500,000	2.750	04/26/2018	488,920	03/15/2023	73	3.243	497,860	084670BR8	26576	499,534
United Parcel Servic	USBGC	500,000	2.500	04/26/2018	483,135	04/01/2023	90	3.245	496,975	911312BK1	26583	499,145
Arizona Board of Reg	USBGC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	151	1.387	1,768,203	040484VN4	26984	1,789,524
Walmart, Inc.	USBGC	500,000	3.400	02/07/2019	510,960	06/26/2023	176	2.864	496,665	931142EK5	26758	501,215
Montgomery Water Wor	USBGC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	243	1.020	2,107,999	613105KV6	26985	2,155,919
Pfizer Inc	USBGC	500,000	3.200	01/30/2019	506,250	09/15/2023	257	2.908	493,615	717081EN9	26738	500,953
Honolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	273	1.020	1,735,892	4386705V9	26983	1,784,583
Citibank NA	USBGC	500,000	3.650	02/07/2019	507,490	01/23/2024	387	3.319	493,125	17325FAS7	26756	501,602
JP Morgan	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	396	3.535	493,500	46625HJT8	26757	503,287
US Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	400	2.093	432,142	91159HHV5	26906	445,872
JP Morgan	USBGC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	517	1.356	983,700	46647PBQ8	27007	1,002,162
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	578	0.820	531,207	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	578	1.058	1,443,345	438687KT1	26980	1,508,362
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	670	0.665	231,898	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	712	0.830	1,761,705	3130A3GEB	26962	1,886,681
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	757	1.846	481,725	90331HMS9	26951	509,402
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	776	1.161	469,385	384802AE4	27000	507,086
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	776	1.217	469,385	384802AE4	27005	506,501



Northern California Power Agency

Treasurer's Report

12/31/2022

General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	821	0.600	483,275	586145F74	27114	526,033
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	821	1.038	933,710	899559QD3	27006	1,007,636
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	851	0.750	493,391	447025A56	27112	538,588
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	882	0.866	924,440	438516CB0	27008	1,011,400
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	882	1.299	397,601	471376FJ7	27011	431,450
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	896	1.033	1,445,760	740189AM7	27017	1,582,960
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	904	1.050	676,905	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	912	0.845	452,530	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	912	0.774	455,100	977123X78	27042	500,000
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	913	2.145	3,624,040	59217GEJ4	27376	3,885,081
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	943	0.940	739,270	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	960	0.600	902,470	3138G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	990	0.570	900,510	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,002	0.530	1,785,880	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,002	0.530	1,534,532	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,002	0.520	896,290	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,030	0.540	448,070	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	1,059	0.798	874,620	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,065	0.560	446,690	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,074	1.060	1,342,403	40139LBC6	27223	1,511,927
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,086	0.825	216,978	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,094	0.599	444,445	3135G06Q1	27141	500,599
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,134	0.699	443,790	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,143	0.500	874,250	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,165	1.054	558,797	808513BF1	27220	626,984
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,170	0.841	890,090	3130ALEL4	27203	998,388
Federal Home Loan Ba	USBGC	175,000	0.975	08/11/2022	157,876	03/23/2026	1,177	3.330	156,697	3130ALGJ7	27438	159,717
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,184	1.010	895,520	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,186	1.119	446,950	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,206	1.084	452,675	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,230	1.079	491,194	91324PEC2	27232	551,262
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,243	1.250	953,534	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,271	1.199	1,028,475	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	1,277	1.590	329,145	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,292	1.050	880,140	57629WDE7	27249	1,005,160
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	1,353	3.000	379,750	437076BN1	27387	402,482
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,381	1.235	88,405	24422EVM6	27297	100,238
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	1,381	4.569	1,753,905	63859UBH5	27420	1,822,683
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,393	1.567	758,302	872898AA9	27333	855,663
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,408	1.490	1,408,621	74460DAG4	27308	1,585,576
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,408	1.569	324,383	74460DAG4	27312	364,069
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,408	1.475	945,598	74460DAG4	27339	1,064,967





Northern California Power Agency

Treasurer's Report

12/31/2022

General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,429	1.500	1,074,120	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	0.800	12/29/2021	150,000	12/29/2026	1,458	1.509	135,005	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	1,471	1.731	390,565	24422EWA3	27363	437,477
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	1,488	3.375	475,465	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	1,563	4.123	977,470	023135CF1	27419	997,339
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	1,572	3.628	1,701,519	872898AF8	27404	1,787,037
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	1,600	4.122	984,233	747525AU7	27421	999,450
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	1,626	3.631	476,355	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	1,687	4.944	251,640	30303M8B1	27484	254,080
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	1,694	4.136	70,475	023135BC9	27457	71,921
<b>Fund Total and Average</b>		<b>\$ 75,293,803</b>	<b>2.071</b>		<b>\$ 75,520,913</b>		<b>785</b>	<b>2.002</b>	<b>\$ 70,466,340</b>			<b>\$ 75,173,204</b>
<b>GRAND TOTALS:</b>		<b>\$ 195,747,949</b>	<b>2.631</b>		<b>\$ 196,036,818</b>		<b>559</b>	<b>2.616</b>	<b>\$ 186,562,968.</b>			<b>\$ 195,634,757</b>

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2022

Callable Dates:

Inv #		Inv #		Inv #	
26848	WMT 1/11/2023	27110	CASMED Anytime	27216	ORSGEN Anytime
26906	USBANK 1/5/2024	27113	MEMGEN Anytime	27220	SCHW 2/11/2026
26947	USBANK Anytime starting 12/27/2024	27114	MEMGEN Anytime	27225	BAC Semi-annually
26951	USBANK Anytime starting 12/27/2024	27124	FFCB Anytime	27226	BAC Semi-annually
26980	HON Anytime	27125	BALGEN Anytime	27227	BAC Semi-annually
26983	HON Anytime	27126	BALGEN Anytime	27228	BAC Semi-annually
26984	AZSHGR Anytime	27137	FNMA Annually	27251	JPM Annually starting 8/17/2023
27007	JPM 6/1/2023 and then starting on 5/1/2024	27138	JPM Quarterly starting 12/22/2023	27252	FHLB Quarterly
27011	JAS 6/1/2024	27139	JPM Quarterly starting 12/22/2023	27255	BAC Semi-annually
27024	JPM Quarterly starting 6/23/2024	27141	FNMA Quarterly	27256	BAC Semi-annually
27029	MAS Anytime	27149	TOY 1/20/2025 and 7/20/2025	27276	FHLB Quarterly
27041	WSTRN Anytime	27164	FHLB Anytime	27313	JPM Quarterly
27042	WSTRN Anytime	27168	APPL Anytime starting 1/8/2026	27329	NYSHGR Anytime
27055	CASWTR Anytime	27169	APPL Anytime starting 1/8/2026	27342	FHLB 12/29/2023
27056	FNMA Quarterly	27171	JPM Quarterly starting 2/17/2023	27343	FHLB 12/29/2023
27058	PHOGEN Anytime	27172	JPM Quarterly starting 2/17/2023	27345	FHLB 12/29/2023
27071	FAMC Semi-annually	27178	LOUIS Anytime	27364	FHLB 7/28/2023
27072	CASHGR Anytime	27195	FHLB Quarterly	27365	FHLB 7/28/2023
27077	FFCB Anytime	27200	FFCB Anytime starting 3/9/2023	27366	FHLB 2/27/2023
27078	FFCB Anytime	27201	FFCB Anytime starting 3/9/2023	27398	FHLB Quarterly
27079	FFCB Anytime	27202	WIS Anytime	27399	FHLB Quarterly
27080	FFCB Anytime	27203	FHLB Quarterly	27423	CTS Anytime
27081	FHLB Anytime	27213	FHLB Quarterly	27438	FHLB Monthly
27104	FHLMC Annually	27215	FHLB 4/21/2023	27440	ALA Anytime
				27441	FHLB Quarterly



**Northern California Power Agency**  
**Treasurer's Report**  
**12/31/2022**

**Geo 2016A Debt Service**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	1,181,000	4.615	12/28/2022	1,152,689	07/03/2023	183	4.791	1,154,628	313384HR3	27497	1,153,294
<b>Fund Total and Average</b>		<b>\$ 1,181,000</b>	<b>4.615</b>		<b>\$ 1,152,689</b>		<b>183</b>	<b>4.791</b>	<b>\$ 1,154,628</b>			<b>\$ 1,153,294</b>

**Geothermal Special Reserve**

First American Govt.	USBGC	5,000	3.630		5,000		1	3.630	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,041	0.460	1,344,379	3135G06G3	27167	1,496,686
<b>Fund Total and Average</b>		<b>\$ 1,500,000</b>	<b>0.510</b>		<b>\$ 1,502,796</b>		<b>1038</b>	<b>0.471</b>	<b>\$ 1,349,379</b>			<b>\$ 1,501,686</b>

**Geo Decommissioning Reserve**

Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70027	70027	0
First American Govt.	USBGC	312,405	3.630		312,405		1	3.630	312,405	SYS70034	70034	312,405
California Asset Mgm	CMP	47,339	4.040	09/01/2022	47,339		1	4.040	47,339	SYS70074	70074	47,339
Crook County School	USBGC	355,000	1.563	05/07/2020	356,211	06/15/2023	165	1.450	350,339	227183DH0	27003	355,178
Solano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	212	1.471	386,032	83412PCN0	26978	393,798
Enerbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	241	3.203	247,918	29278TCP3A	30309	250,000
Citibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	249	3.301	248,000	17312QS34A	30314	250,000
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	670	1.846	323,479	78607QAY1	26977	337,827
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	776	1.161	398,977	384802AE4	27002	431,023
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	882	0.952	457,230	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	912	1.372	688,283	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	912	0.610	448,180	592112UB0	27175	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	943	0.940	907,080	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,074	1.060	445,996	40139LBC6	27224	502,318
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,134	0.700	887,580	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,215	1.200	432,315	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,271	1.199	617,085	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,333	1.250	42,813	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	1,349	1.629	1,729,737	037833DN7	27361	1,923,206
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,352	1.227	132,389	14913R2Q9	27289	149,586
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	1,393	1.567	1,226,665	872898AA9	27334	1,384,161
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,408	1.490	679,871	74460DAG4	27309	765,278
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	1,408	1.475	1,530,376	74460DAG4	27340	1,723,566
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	1,581	3.862	718,703	64966QC99	27405	750,000
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,712	4.125	1,380,666	931142EX7	27458	1,389,638
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,616	2.078	475,582	64966QUX6	27219	583,543
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,861	4.870	165,390	13077DMR0	27482	167,727
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,962	1.360	795,290	3130AKX76	27163	1,000,000



Northern California Power Agency

Treasurer's Report

12/31/2022

Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,970	1.460	768,298	31422XAU6	27177	972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,970	1.482	474,258	31422XAU6	27246	598,978
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	3,092	3.439	1,367,225	3130ANUL2	27439	1,491,740
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	3,131	1.704	1,615,640	3130AN7G9	27245	2,005,524
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	3,134	1.565	387,110	56781RKZ9	27272	505,742
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	3,148	2.134	305,644	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	3,148	2.134	198,470	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	3,256	5.110	78,233	16772PCS3	27485	78,491
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	3,291	2.044	2,010,075	3133ENJZ4	27360	2,450,356
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	3,404	4.181	912,678	31422XXY3	27403	970,420
<b>Fund Total and Average</b>		<b>\$ 27,733,744</b>	<b>1.948</b>		<b>\$ 27,530,125</b>		<b>1972</b>	<b>1.979</b>	<b>\$ 24,193,351</b>			<b>\$ 27,474,844</b>
<b>GRAND TOTALS:</b>		<b>\$ 30,414,744</b>	<b>1.978</b>		<b>\$ 30,185,610</b>		<b>1857</b>	<b>2.012</b>	<b>\$ 26,697,358.</b>			<b>\$ 30,129,824</b>

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2022

Callable Dates:

Inv #

26977	SCRWTR	Anytime
27111	CASMED	Anytime
27162	APPL	Anytime starting 1/8/2026
27163	FHLB	Quarterly
27177	FAMCA	Semi-annually
27218	JPM	Annually starting 4/30/2023
27219	NYC	Anytime
27229	BAC	Semi-annually
27245	FHLB	Anytime
27246	FAMCA	Semi-annually
27258	BAC	Semi-annually
27403	FAMCA	Quarterly starting 4/27/2023
27405	NYC	Anytime
27439	FHLB	Monthly
27482	CASHGR	Anytime
27485	CHITRN	Anytime



**Northern California Power Agency  
Treasurer's Report  
12/31/2022**

**Cap Facilities 2019A Debt Svc**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	512	0.005		512		1	0.005	512	SYS79017	79017	512
U.S. Treasury	USBT	429,000	2.784	08/29/2022	424,024	01/26/2023	25	2.855	427,936	912796S34	27449	428,171
U.S. Treasury	USBT	465,000	3.871	10/28/2022	460,500	01/26/2023	25	3.963	463,847	912796S34	27476	463,750
Federal National Mtg	USBT	427,000	4.000	11/30/2022	424,058	01/31/2023	30	4.083	425,582	313588BG9	27492	425,577
Federal Home Loan Ba	USBT	392,000	3.640	09/27/2022	386,966	02/01/2023	31	3.738	390,577	313384BH1	27465	390,771
Federal Home Loan Ba	USBT	436,000	4.640	12/28/2022	423,862	08/01/2023	212	4.821	424,751	313384JW0	27501	424,087
<b>Fund Total and Average</b>		<b>\$ 2,149,512</b>	<b>3.788</b>		<b>\$ 2,119,922</b>		<b>64</b>	<b>3.893</b>	<b>\$ 2,133,205</b>			<b>\$ 2,132,868</b>
<b>GRAND TOTALS:</b>		<b>\$ 2,149,512</b>	<b>3.788</b>		<b>\$ 2,119,922</b>		<b>64</b>	<b>3.893</b>	<b>\$ 2,133,205.</b>			<b>\$ 2,132,868</b>

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2022



**Northern California Power Agency**  
**Treasurer's Report**  
**12/31/2022**

**Capital Dev. Reserve Hydro**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	0	1.329		0		1	1.329	0	SYS70028	70028	0
First American Govt.	USBGC	1,117,756	3.630		1,117,756		1	3.630	1,117,756	SYS70031	70031	1,117,756
California Asset Mgm	CMP	13,530,026	4.040	09/01/2022	13,530,026		1	4.040	13,530,026	SYS70073	70073	13,530,026
Toyota Motor Credit	USBGC	500,000	2.700	06/13/2018	489,100	01/11/2023	10	3.215	499,755	89236TEL5	26619	499,934
United Parcel Servic	USBGC	500,000	2.500	06/13/2018	484,900	04/01/2023	90	3.182	496,975	911312BK1	26620	499,214
Colgate-Palmolive Co	USBGC	550,000	2.100	08/09/2018	528,660	05/01/2023	120	2.985	545,529	19416QEC0	26652	548,495
J Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	365	0.401	956,830	374288AB4	27161	1,000,000
Met Life Glob Fundin	USBGC	209,000	0.700	04/12/2022	199,867	04/05/2024	460	2.988	197,336	58989V2C7	27385	203,184
Met Life Glob Fundin	USBGC	419,000	0.700	04/12/2022	400,690	04/05/2024	460	2.988	395,616	58989V2C7	27386	407,341
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	578	1.029	235,980	592090GB4	27134	250,000
Califorina Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	639	0.683	93,431	13034AL57	27135	100,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	714	1.744	481,000	931142DV2	26950	508,448
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	844	0.839	506,409	06406RAN7	27221	554,409
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	869	0.675	455,765	31422BA26	27004	500,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	943	1.229	228,678	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	957	1.950	493,685	283734TC5	27131	529,875
Califorina Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,004	0.765	117,109	13034AL65	27132	130,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	1,059	0.798	874,620	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,074	0.615	448,190	3135G06J7	27136	500,502
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,086	0.825	433,955	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,094	0.576	444,445	3135G06Q1	27148	500,932
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,138	0.530	442,490	3130AKWA0	27165	499,844
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,151	0.500	445,875	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	1,154	4.200	33,372	17275RBC5	27481	33,720
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,206	1.084	452,675	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,230	1.082	446,540	91324PEC2	27231	501,147
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,324	0.875	440,420	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,331	0.967	442,995	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,333	1.250	42,813	06048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,393	1.567	178,424	872898AA9	27332	201,333
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,408	1.475	222,180	74460DAG4	27338	250,227
Federal Home Loan Ba	USBGC	500,000	0.800	12/29/2021	500,000	12/29/2026	1,458	1.509	450,015	3130AQER0	27344	500,000
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	1,694	4.136	140,951	023135BC9	27456	143,842
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	1,697	4.200	392,728	3130ASVC0	27442	400,000
<b>Fund Total and Average</b>		<b>\$ 27,685,782</b>	<b>2.764</b>		<b>\$ 27,699,541</b>		<b>429</b>	<b>2.796</b>	<b>\$ 26,684,568</b>			<b>\$ 27,710,229</b>

**Hydro 2018A Debt Service**

Federal Home Loan Ba	USBT	4,470,000	4.615	12/28/2022	4,362,844	07/03/2023	183	4.791	4,370,185	313384HR3	27498	4,365,136
----------------------	------	-----------	-------	------------	-----------	------------	-----	-------	-----------	-----------	-------	-----------



Northern California Power Agency

Treasurer's Report

12/31/2022

Hydro 2018A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
<b>Fund Total and Average</b>		<b>\$ 4,470,000</b>	<b>4.615</b>		<b>\$ 4,362,844</b>		<b>183</b>	<b>4.791</b>	<b>\$ 4,370,185</b>			<b>\$ 4,365,136</b>

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	4,867,000	4.615	12/28/2022	4,750,327	07/03/2023	183	4.791	4,758,320	313384HR3	27499	4,752,822
<b>Fund Total and Average</b>		<b>\$ 4,867,000</b>	<b>4.615</b>		<b>\$ 4,750,327</b>		<b>183</b>	<b>4.791</b>	<b>\$ 4,758,320</b>			<b>\$ 4,752,822</b>

Hydro 2022B Debt Service

Federal Home Loan Ba	USBT	678,000	4.615	12/28/2022	661,747	07/03/2023	183	4.791	662,860	313384HR3	27500	662,094
<b>Fund Total and Average</b>		<b>\$ 678,000</b>	<b>4.615</b>		<b>\$ 661,747</b>		<b>183</b>	<b>4.791</b>	<b>\$ 662,860</b>			<b>\$ 662,094</b>

Hydro Special Reserve

First American Govt.	USBGC	5,000	3.630		5,000		1	3.630	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,041	0.460	1,344,379	3135G06G3	27166	1,496,686
<b>Fund Total and Average</b>		<b>\$ 1,500,000</b>	<b>0.510</b>		<b>\$ 1,502,796</b>		<b>1038</b>	<b>0.471</b>	<b>\$ 1,349,379</b>			<b>\$ 1,501,686</b>

Hydro 2012 DSRA

U.S. Treasury	USBT	20,000	4.321	12/28/2022	19,191	11/30/2023	333	4.518	19,176	912796ZD4	27505	19,201
U.S. Treasury	USBT	1,875,000	1.750	04/27/2022	1,843,359	06/30/2024	546	2.551	1,796,775	9128286Z8	27388	1,853,269
<b>Fund Total and Average</b>		<b>\$ 1,895,000</b>	<b>1.776</b>		<b>\$ 1,862,550</b>		<b>544</b>	<b>2.571</b>	<b>\$ 1,815,951</b>			<b>\$ 1,872,470</b>
<b>GRAND TOTALS:</b>		<b>\$ 41,095,782</b>	<b>3.079</b>		<b>\$ 40,839,805</b>		<b>398</b>	<b>3.178</b>	<b>\$ 39,641,263.</b>			<b>\$ 40,864,437</b>

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2022

Callable Dates:

Inv #		Inv #	
26950	WMT Anytime starting 10/15/2024	27165	FHLB Anytime
27004	FAMCA Semi-annually	27214	FHLB 4/21/2023
27131	ELPASO Callable annually starting 8/15/2023	27221	BK 3/24/2025
27132	FFCB Anytime	27253	FHLB Quarterly
27135	CASDEV Anytime	27254	FHLB Monthly
27136	FNMA Quarterly	27257	BAC Semi-annually
27140	JPM Quarterly starting 12/22/2023	27344	FHLB 12/29/2023
27161	JPGETY Anytime starting 10/1/2023	27442	FHLB Quarterly



**Northern California Power Agency  
Treasurer's Report  
12/31/2022**

**LEC GHG Auction Acct**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		0	1.329		0		1	1.329	0	SYS70046	70046	0
California Asset Mgm	CMP	468,246	4.040	09/13/2022	468,246		1	4.040	468,246	SYS70077	70077	468,246
<b>Fund Total and Average</b>		<b>\$ 468,246</b>	<b>4.040</b>		<b>\$ 468,246</b>		<b>1</b>	<b>4.040</b>	<b>\$ 468,246</b>			<b>\$ 468,246</b>

**LEC Issue #1 2010B DS Fund**

US Bank Trust	USB	160	0.005		160		1	0.005	160	SYS79004	79004	160
Federal Home Loan Ba	USBT	736,000	4.540	12/28/2022	721,799	05/30/2023	149	4.693	722,723	313384GF0	27502	722,170
<b>Fund Total and Average</b>		<b>\$ 736,160</b>	<b>4.539</b>		<b>\$ 721,959</b>		<b>149</b>	<b>4.693</b>	<b>\$ 722,883</b>			<b>\$ 722,330</b>

**LEC Issue #2 2010B DS Fund**

US Bank Trust	USB	349	0.005		349		1	0.005	349	SYS79012	79012	349
Federal Home Loan Ba	USBT	2,950,000	4.580	12/06/2022	2,884,322	05/30/2023	149	4.749	2,896,782	313384GF0	27493	2,894,079
Federal Home Loan Ba	USBT	795,000	4.539	12/28/2022	779,660	05/30/2023	149	4.693	780,658	313384GF0	27503	780,062
<b>Fund Total and Average</b>		<b>\$ 3,745,349</b>	<b>4.571</b>		<b>\$ 3,664,331</b>		<b>149</b>	<b>4.737</b>	<b>\$ 3,677,789</b>			<b>\$ 3,674,490</b>

**LEC Issue#1 2017A DS Fund**

Federal Home Loan Ba	USBT	3,822,000	4.580	12/06/2022	3,736,907	05/30/2023	149	4.749	3,753,051	313384GF0	27494	3,749,550
Federal Home Loan Ba	USBT	680,000	4.540	12/28/2022	666,879	05/30/2023	149	4.693	667,733	313384GF0	27504	667,222
<b>Fund Total and Average</b>		<b>\$ 4,502,000</b>	<b>4.574</b>		<b>\$ 4,403,786</b>		<b>149</b>	<b>4.741</b>	<b>\$ 4,420,784</b>			<b>\$ 4,416,772</b>

**LEC Issue #1 2010 DSR Fund**

US Bank Trust	USB	1,817	0.005		1,817		1	0.005	1,817	SYS79005	79005	1,817
Federal Home Loan Mt	USBT	4,800,000	5.010	12/29/2022	4,800,000	12/29/2025	1,093	5.010	4,796,448	3134GY7C0	27506	4,800,000
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,156	0.840	3,960,553	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,258	0.799	134,024	3130AN4T4	27270	150,380
<b>Fund Total and Average</b>		<b>\$ 9,381,817</b>	<b>2.974</b>		<b>\$ 9,382,345</b>		<b>1125</b>	<b>2.973</b>	<b>\$ 8,892,842</b>			<b>\$ 9,382,197</b>

**LEC Iss#1 2010B BABS Subs Resv**

US Bank Trust	USB	767	0.005		767		1	0.005	767	SYS79006	79006	767
Federal Home Loan Ba	USBT	2,311,000	4.580	12/06/2022	2,259,548	05/30/2023	149	4.749	2,269,310	313384GF0	27495	2,267,192
<b>Fund Total and Average</b>		<b>\$ 2,311,767</b>	<b>4.578</b>		<b>\$ 2,260,315</b>		<b>149</b>	<b>4.748</b>	<b>\$ 2,270,077</b>			<b>\$ 2,267,959</b>



Northern California Power Agency

Treasurer's Report

12/31/2022

LEC Issue #2 2010B DSR BABS

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
LEC Issue #2 2010B DSR BABS												
US Bank Trust	USB	1,022	0.005		1,022		1	0.005	1,022	SYS79013	79013	1,022
Federal Home Loan Ba	USBT	956,000	4.580	12/06/2022	934,716	05/30/2023	149	4.749	938,754	313384GF0	27496	937,878
<b>Fund Total and Average</b>		<b>\$ 957,022</b>	<b>4.575</b>		<b>\$ 935,738</b>		<b>149</b>	<b>4.744</b>	<b>\$ 939,776</b>			<b>\$ 938,900</b>

LEC O & M Reserve

Local Agency Investm		0	1.329		0		1	1.329	0	SYS70047	70047	0
First American Govt.	USBGC	9,613	3.630		9,613		1	3.630	9,613	SYS70041	70041	9,613
California Asset Mgm	CMP	2,172,362	4.040	09/09/2022	2,172,362		1	4.040	2,172,362	SYS70075	70075	2,172,362
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	700	1.776	451,227	14912L6G1	26952	477,533
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	912	0.610	448,180	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	940	0.579	904,070	3136G4D75	27047	1,000,516
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	960	0.600	902,470	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,002	0.530	669,705	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,002	0.530	597,754	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,134	0.699	443,790	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,215	1.200	432,315	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,292	1.050	880,140	57629WDE7	27250	1,005,160
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,333	1.250	85,626	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,185	09/14/2026	1,352	1.227	441,295	14913R2Q9	27290	498,619
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,393	1.567	758,302	872898AA9	27335	855,663
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,408	1.490	457,691	74460DAG4	27310	515,187
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,408	1.475	945,598	74460DAG4	27341	1,064,967
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,612	3.654	171,864	088006KB6	27424	181,341
<b>Fund Total and Average</b>		<b>\$ 11,795,975</b>	<b>1.660</b>		<b>\$ 11,821,841</b>		<b>941</b>	<b>1.609</b>	<b>\$ 10,772,002</b>			<b>\$ 11,800,961</b>
<b>GRAND TOTALS:</b>		<b>\$ 33,898,336</b>	<b>3.099</b>		<b>\$ 33,658,561</b>		<b>697</b>	<b>3.140</b>	<b>\$ 32,164,399.</b>			<b>\$ 33,671,855</b>

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2022

Callable Dates:

Inv #		Inv #	
27047	FHLMC Quarterly	27170	APPL Anytime starting 1/8/2026
27057	FNMA Quarterly	27199	FFCB Anytime
27083	FFCB Anytime	27222	JPM Annually starting 4/30/2023
27084	FFCB Anytime	27259	BAC Semi-annually
		27506	FHLMC 12/29/2023





# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Disposal of Northern California Power Agency Surplus Property

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks <i>MH</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Administrative Services	
<b>Department:</b>	Accounting & Finance	

<b>IMPACTED MEMBERS:</b>		
<b>All Members</b>	<input checked="" type="checkbox"/>	
<b>Alameda Municipal Power</b>	<input type="checkbox"/>	
<b>San Francisco Bay Area Rapid Transit</b>	<input type="checkbox"/>	
<b>City of Biggs</b>	<input type="checkbox"/>	
<b>City of Gridley</b>	<input type="checkbox"/>	
<b>City of Healdsburg</b>	<input type="checkbox"/>	
<b>City of Lodi</b>	<input type="checkbox"/>	
<b>City of Lompoc</b>	<input type="checkbox"/>	
<b>City of Palo Alto</b>	<input type="checkbox"/>	
<b>City of Redding</b>	<input type="checkbox"/>	
<b>City of Roseville</b>	<input type="checkbox"/>	
<b>City of Santa Clara</b>	<input type="checkbox"/>	
<b>City of Shasta Lake</b>	<input type="checkbox"/>	
<b>City of Ukiah</b>	<input type="checkbox"/>	
<b>Plumas-Sierra REC</b>	<input type="checkbox"/>	
<b>Port of Oakland</b>	<input type="checkbox"/>	
<b>Truckee Donner PUD</b>	<input type="checkbox"/>	
<b>Other</b>	<input type="checkbox"/>	
<i>If other, please specify</i>		
_____		
_____		

**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission note and file the report by all members for the disposal of the following:

- 2005 Ford Utility Truck at Hydro Facility

**BACKGROUND:**

The NCPA Policy for the Disposal or Destruction of Surplus Supplies, Materials, or Equipment requires that such disposal or destruction be reported to the NCPA Commission within 60 days of such action.

In accordance with that policy the above listed items have been disposed of due to being obsolete and having no value to the Agency.

**FISCAL IMPACT:**

This report has no direct fiscal impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments: Declarations of Surplus  
Receipts of disposal



**NORTHERN CALIFORNIA POWER AGENCY  
DECLARATION OF EXCESS**

Date: 10/25/2022

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND **	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	Each	2005 1 Ton Ford Utility Bed 4WD Diesel (Pool Mechanical)	(P)	1	\$3,500.00	#710	Hydro
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

**JUSTIFICATION FOR EXCESS/DISPOSAL:** Replacing this 17-year old truck with 189,258 miles (as of 10/11/22) for a newer more reliable vehicle.

**RECOMMENDED DISPOSITION:** Trade-in for credit toward the acquisition of a new truck.

PREPARED BY: [Signature] 10/26/2022  
 ORG. \_\_\_\_\_  
 APPROVED BY: [Signature] CODE: \_\_\_\_\_  
 (ASST. GEN. MANAGER)  
 AUTHORIZATION TO PROCEED: [Signature] DATE: 10/26/22  
 (GENERAL MANAGER)

\_\_\_\_\_ PUBLIC SALE \_\_\_\_\_ PRIVATE SALE  
 \_\_\_\_\_ DISPOSAL - NO NET SCRAP VALUE

\*U/M = UNIT OF MEASURE

\*\* CONDITION: EXCELLENT (E), GOOD (G), AVERAGE  
 POOR (P), SCRAP (S)

ORIGINAL TO TREASURER-CONTROLLER

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories	\$	45271.09	(A)
1. Cash Price Vehicle	\$	45271.09	
2. Cash Price Accessories	\$	N/A	
3. Other (Nontaxable) Describe <u>N/A</u>	\$	N/A	
4. Other (Nontaxable) Describe <u>N/A</u>	\$	N/A	
B. Document Processing Charge (not a governmental fee)	\$	85.00	(B)
C. Emissions Testing Charge (not a governmental fee)	\$	N/A	(C)
D. (Optional) Theft Deterrent Device(s)			
1. (paid to) <u>N/A</u>	\$	N/A	(D1)
2. (paid to) <u>N/A</u>	\$	N/A	(D2)
3. (paid to) <u>N/A</u>	\$	N/A	(D3)
E. (Optional) Surface Protection Product(s)			
1. (paid to) <u>N/A</u>	\$	N/A	(E1)
2. (paid to) <u>N/A</u>	\$	N/A	(E2)
F. EV Charging Station (paid to) <u>N/A</u>	\$	N/A	(F)
G. Sales Tax (on taxable items in A through F)	\$	3288.32	(G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) <u>MVSC</u>	\$	31.00	(H)
I. (Optional) Service Contract(s)			
1. (paid to) <u>N/A</u>	\$	N/A	(I1)
2. (paid to) <u>N/A</u>	\$	N/A	(I2)
3. (paid to) <u>N/A</u>	\$	N/A	(I3)
4. (paid to) <u>N/A</u>	\$	N/A	(I4)
5. (paid to) <u>N/A</u>	\$	N/A	(I5)
J. Prior Credit or Lease Balance (e) paid by Seller to <u>N/A</u> (see downpayment and trade-in calculation)	\$	N/A	(J)
K. Prior Credit or Lease Balance (e) paid by Seller to <u>N/A</u> (see downpayment and trade-in calculation)	\$	N/A	(K)
L. (Optional) Debt Cancellation Agreement	\$	N/A	(L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$	N/A	(M)
N. Other paid to <u>N/A</u> For <u>N/A</u>	\$	N/A	(N)
O. Other paid to <u>N/A</u> For <u>N/A</u>	\$	N/A	(O)
<b>Total Cash Price (A through O)</b>	\$	<b>48675.41</b>	(1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees <b>ESTIMATE</b>	\$	N/A	(A)
B. Registration/Transfer/Titling Fees	\$	N/A	(B)
C. California Tire Fees	\$	8.75	(C)
D. Other <u>N/A</u>	\$	N/A	(D)
<b>Total Official Fees (A through D)</b>	\$	<b>8.75</b>	(2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)

4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee	\$	N/A	(4)
5. Subtotal (1 through 4)	\$	48684.16	(5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):	\$	3500.00	(A)
Vehicle 1 \$ <u>3500.00</u> Vehicle 2 \$ <u>N/A</u>			
B. Total Less Prior Credit or Lease Balance (e)	\$	N/A	(B)
Vehicle 1 \$ <u>N/A</u> Vehicle 2 \$ <u>N/A</u>			
C. Total Net Trade-In (A-B)	\$	3500.00	(C)
Vehicle 1 \$ <u>3500.00</u> Vehicle 2 \$ <u>N/A</u>			
D. Deferred Downpayment Payable to Seller	\$	N/A	(D)
E. Manufacturer's Rebate	\$	N/A	(E)
F. Other <u>N/A</u>	\$	N/A	(F)
G. Other <u>N/A</u>	\$	N/A	(G)
H. Other <u>N/A</u>	\$	N/A	(H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$	N/A	(I)
<b>Total Downpayment (C through I)</b>	\$	<b>3500.00</b>	(6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6)	\$	45184.16	(7)
-------------------------------	----	----------	-----

**OPTIONAL DEBT CANCELLATION AGREEMENT.** A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1L of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A  
 Debt Cancellation Agreement  
 I want to buy a debt cancellation agreement.  
 Buyer Signs X N/A

**OPTIONAL SERVICE CONTRACT(S)** You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company N/A  
 Term N/A Mos. or N/A Miles  
 I2 Company N/A  
 Term N/A Mos. or N/A Miles  
 I3 Company N/A  
 Term N/A Mos. or N/A Miles  
 I4 Company N/A  
 Term N/A Mos. or N/A Miles  
 I5 Company N/A  
 Term N/A Mos. or N/A Miles  
 Buyer X N/A

Trade-In Vehicle(s)

1. Vehicle 1  
 Year 2005 Make FORD  
 Model F350 DRW Odometer 189258  
 VIN 1FDWF37P05EB40889  
 a. Agreed Value of Property \$ 3500.00  
 b. Buyer/Co-Buyer Retained Trade Equity \$ N/A  
 c. Agreed Value of Property Being Traded-In (a-b) \$ 3500.00  
 d. Prior Credit or Lease Balance \$ N/A  
 e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ 3500.00

2. Vehicle 2  
 Year N/A Make N/A  
 Model N/A Odometer N/A  
 VIN N/A  
 a. Agreed Value of Property \$ N/A  
 b. Buyer/Co-Buyer Retained Trade Equity \$ N/A  
 c. Agreed Value of Property Being Traded-In (a-b) \$ N/A  
 d. Prior Credit or Lease Balance \$ N/A  
 e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

**Total Agreed Value of Property Being Traded-In (1c+2c)** \$ 3500.00 \*  
**Total Prior Credit or Lease Balance (1d+2d)** \$ N/A \*  
**Total Net Trade-In (1e+2e)** \$ 3500.00 \*  
 (\*See item 6A-6C in the Itemization of Amount Financed)

OPTION:  You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.  
 SELLER'S INITIALS N/A



## 2023 Amended Committee Meeting Calendar

Facilities/ Pooling Committees 9:00 am	LEC PPC Committee 10:00 am	Finance Committee 10:30 am	Utility Directors 9:00 am	Legal Committee 8:30 am	L&R Affairs Committee 12:00 pm	Executive Committee 8:00 am	*Commission 9:30 am
January 4	January 9		January 12	January 5		January 19 <b>Sacramento</b> 7:30 am	January 19 <b>Sacramento</b> 9:00 am
February 1	February 6	February 7	February 9	February 2	February 22	February 23	February 23
March 1	March 6		March 8-10	March 2	March 22	March 23	March 23
April 5	April 10		April 13	April 6		April 27	April 27
May 3	May 8	May 9	May 11	May 4		May 25 <b>Lompoc</b> 7:30 am	May 25 <b>Lompoc</b> 9:00 am
June 7	June 12		June 15	June 1		June 29	June 29
July 5	July 10		July 13	July 6		July 27 <b>Murphys</b> 7:30 am	July 27 <b>Murphys</b> 9:00 am
August 2	August 7	August 8	August 10	August 3	August 23	August 24	August 24
September 6	September 11		September 14	September 7	October 4 <b>Monterey</b> 3:00 pm	October 6 <b>Monterey</b> 7:30 am	October 6 <b>Monterey</b> 10:00 am
October 11	October 9	October 17	October 12	October 4 Monterey 2:00 pm		October 26	October 26
November 1	November 6	November 14	November 9	November 2	November 29	November 30	November 30
December 6	December 11		December 7				

\*Commission Packet mailed the Thursday or Friday prior to the meeting date.

**NCPA CONFERENCES / EVENTS in 2023:**

**NCPA 101 Presentation in Sacramento: January 17**

**NCPA Strategic Issues Conference in Sacramento: January 18-19**

**Capitol Day in Sacramento: February 6**

**NCPA/NWPPA Federal Policy Conference in Washington, DC: April 29-May 4**

**NCPA Annual Conference at the Portola Plaza in Monterey: October 4-6**

Approved 11/3/2022 (amended 1/19/23)



# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Authorize Northern California Power Agency General Manager to Execute Confirmation Number 0280 for EvapTech, Inc. Services to the City of Roseville/Roseville Electric Utility and Issue a Purchase Order Under the Support Services Program

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks <i>MH</i> Chief Financial Officer/Assistant General Manager	<b>METHOD OF SELECTION:</b>	<i>Other</i>
Division:	Administrative Services	<i>Roseville Acknowledged Satisfaction of City's Purchasing Policies</i>	
Department:	Accounting & Finance		

<b>IMPACTED MEMBERS:</b>					
<b>All Members</b>	<input type="checkbox"/>	<b>City of Lodi</b>	<input type="checkbox"/>	<b>City of Shasta Lake</b>	<input type="checkbox"/>
<b>Alameda Municipal Power</b>	<input type="checkbox"/>	<b>City of Lompoc</b>	<input type="checkbox"/>	<b>City of Ukiah</b>	<input type="checkbox"/>
<b>San Francisco Bay Area Rapid Transit</b>	<input type="checkbox"/>	<b>City of Palo Alto</b>	<input type="checkbox"/>	<b>Plumas-Sierra REC</b>	<input type="checkbox"/>
<b>City of Biggs</b>	<input type="checkbox"/>	<b>City of Redding</b>	<input type="checkbox"/>	<b>Port of Oakland</b>	<input type="checkbox"/>
<b>City of Gridley</b>	<input type="checkbox"/>	<b>City of Roseville</b>	<input checked="" type="checkbox"/>	<b>Truckee Donner PUD</b>	<input type="checkbox"/>
<b>City of Healdsburg</b>	<input type="checkbox"/>	<b>City of Santa Clara</b>	<input type="checkbox"/>	<b>Other</b>	<input type="checkbox"/>
<i>If other, please specify</i>					
_____					
_____					

## **RECOMMENDATION:**

Subject to approval by the Roseville City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, approval of Resolution 23-01 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0280 with a not-to-exceed amount of \$282,320.00, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to EvapTech, Inc. for cooling tower maintenance, rehabilitation, and parts supply for the Roseville Energy Park facilities.

## **BACKGROUND:**

The City of Roseville became a signatory to the NCPA Support Services Program Agreement (SSPA) on October 5, 2015, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

In October 2022 the City of Roseville/Roseville Electric Utility (Roseville) submitted a Member Task Request under the SSPA for EvapTech, Inc. to provide cooling tower maintenance, rehabilitation, and parts supply for the Roseville Energy Park facilities during its Spring 2023 outage. Pursuant to the EvapTech, Inc. proposal, the cost for the services is \$260,645.00. In addition, Roseville staff has requested the addition of a \$20,000.00 contingency to allow for additional services as may be requested.

If approved, Confirmation Number 0280 states that NCPA agrees to provide the requested services through its contract with EvapTech, Inc. in the amount of not-to-exceed \$280,645.00. There is no guarantee that the full amount of possible services will be paid to EvapTech, Inc. but is merely a limit of potential expenditures for services under Confirmation Number 0280. With the addition of NCPA's administrative fees which will be billed out as actually incurred, the total amount expended under the Confirmation will not exceed \$282,320.00.

This item will be considered by the Roseville City Council at an upcoming meeting, and is subject to that approval.

## **FISCAL IMPACT:**

There is no fiscal impact to NCPA. The services provided by EvapTech, Inc. to Roseville will be billed to and paid by Roseville pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Roseville.

## **SELECTION PROCESS:**

Roseville will utilize EvapTech, Inc. services through NCPA's Support Services Program and has confirmed through submission of its Task Request that it is responsible for satisfying the City of Roseville's Purchasing Policies.

**ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore, not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

On December 7, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD  
General Manager

**Attachments:**

- Resolution 23-01
- Proposed Confirmation Number 0280



**RESOLUTION 23-01**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONFIRMATION NUMBER 0280 FOR EVAPTECH, INC. SERVICES TO THE CITY OF ROSEVILLE/ROSEVILLE ELECTRIC UTILITY AND ISSUE A PURCHASE ORDER UNDER THE SUPPORT SERVICES PROGRAM**

**(reference Staff Report #100:23)**

WHEREAS, the City of Roseville became a signatory to the NCPA Support Services Program Agreement (SSPA) on October 5, 2015, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors; and

WHEREAS, the City of Roseville/Roseville Electric Utility (Roseville) submitted a Member Task Request under the SSPA for EvapTech, Inc. to provide cooling tower maintenance, rehabilitation, and parts supply for the Roseville Energy Park facilities during its Spring 2023 outage. Pursuant to the EvapTech, Inc. proposal, the cost for the services is \$260,645.00. In addition, Roseville staff has requested the addition of a \$20,000.00 contingency to allow for additional services as may be requested; and

WHEREAS, Confirmation Number 0280 states that NCPA agrees to provide the requested services through its contract with EvapTech, Inc. in the amount of not-to-exceed \$280,645.00. There is no guarantee that the full amount of possible services will be paid to EvapTech, Inc. but is merely a limit of potential expenditures for services under Confirmation No. 0280. With the addition of NCPA's administrative fees which will be billed out as actually incurred, the total amount expended under the Confirmation will not exceed \$282,320.00; and

WHEREAS, this item will be considered by the Roseville City Council at an upcoming meeting and is subject to that approval; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore, not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, subject to approval by the Roseville City Council of the requested services under the terms of the Support Services Program Agreement, the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Confirmation Number 0280 with a not-to-exceed amount of \$282,320.00, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to EvapTech, Inc. for cooling tower maintenance, rehabilitation, and parts supply for the City of Roseville/Roseville Electric Utility.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
 JERRY SERVENTI  
 CHAIR

ATTEST:

\_\_\_\_\_  
 TRISHA ZIMMER  
 ASSISTANT SECRETARY

**CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT**

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.

2. The Participating Member for this Confirmation is the CITY OF ROSEVILLE in the amount of not-to-exceed \$280,645.00 for the EvapTech, Inc. work described in paragraph 3. The amount includes the proposal amount of \$260,645.00, plus a \$20,000.00 contingency. The dollar amount is not a guarantee that the full amount will be paid to EvapTech, Inc. but is merely a limit of potential expenditures under this Confirmation.

3. The Participating Member requests the following described Support Services in the dollar amount specified. NCPA agrees to provide the following Support Services to the Participating Member:

EvapTech, Inc. shall provide cooling tower maintenance, rehabilitation, and parts supply services for the Roseville Energy Park generation facilities located at Phillip Road, as more fully detailed in the revised proposal dated December 9, 2022, copy attached as Exhibit "A".

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not-to-exceed amount specified in paragraph 2 above; plus, the Administrative Cost of not to exceed \$1,675.00 (\$685.00 to develop the Confirmation and first month of administration, plus \$165 per month for six additional months) to be billed as costs are actually incurred, in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$282,320.00.

5. A Security Account deposit is not required for this Confirmation.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Participating Member:  
CITY OF ROSEVILLE  
By its Designated Representatives:

NORTHERN CALIFORNIA POWER AGENCY

\_\_\_\_\_  
Daniel Beans, Electric Utility Director

\_\_\_\_\_  
Randy S. Howard, General Manager

And

\_\_\_\_\_  
Michelle Sheidenberger, City Attorney

\_\_\_\_\_  
Assistant Secretary to Commission

Approved as to form:

\_\_\_\_\_  
Jane E. Luckhardt, NCPA General Counsel

# Roseville Fan & Gearbox Replacement

EQ22-0738.4

December 09, 2022

EXHIBIT "A"



Roseville Energy Park  
5120 Phillip Road, Roseville, California 95747

### **Submitted by**

EvapTech, Inc.  
2644 South 96<sup>th</sup> Street, Edwardsville, Kansas 66111  
[www.evaptech.com](http://www.evaptech.com) (o) 913-322-5165 (f) 913-322-5166

Joe Padilla  
Business Development Manager - West, EvapTech  
[jpadilla@evaptech.com](mailto:jpadilla@evaptech.com) (c) 530-957-4793

Evapjet, Opti-Bar, Opti-Pak, Techclean, are registered trademarks of EVAPCO, Inc.  
Franklin Fill, Franklin Eliminators, SafeWall, FireStop are trademarks of EvapTech,



Prepared by Chris Bickerstaff  
[CBickerstaff@evaptech.com](mailto:CBickerstaff@evaptech.com)  
(913)322-5165



# Roseville Fan & Gearbox Replacement

EQ22-0738.4

December 09, 2022

## Cooling Tower Data

Marley 4-cell wood-structure counterflow cooling tower, each cell measuring approximately 48' long x 48' wide with a 28' diameter, 10-bladed fan and a 250hp motor.

## Scope of Work

During April of 2023, perform the following scope of work, working one cell at a time:

- Remove the four fans and replace with a new Marley HP7336-10 fans on the existing gearboxes.
- Provide a spare Addax driveshaft, model LRA850\_625-SS-128.500.
- Perform a basic inspection and detailed mechanical inspection as defined on page 9 of this proposal.

## Price Details

Prevailing Wage Labor, Supervision, & Equipment (includes hardware & consumables) -	\$90,765
Four HP7336-10 Fan Assemblies -	\$128,435
LRA850_625-SS-128.500 (materials only) -	\$5,800
Estimated Freight (Actual Invoiced at PPA+ 10%) -	\$8,600
Basic & Detailed Mechanical Inspection -	\$8,295
Estimated Sales Tax (7.75% of Material & Labor) -	\$18,750
<b>TOTAL -</b>	<b>\$260,645</b>

## Customer and EvapTech Responsibilities Summary

**EvapTech** will furnish the proposed labor & construction requirements on the following basis:

<u>Description</u>	<u>Responsible Party</u>
Supervision, Labor (Non-Union) & Small Tools	<b>EvapTech</b>
Equipment – Material Handling (forklift)	<b>EvapTech</b>
Equipment – Access (MEWP - mobile elevated work platform)	Not Required
Equipment – Lifting (crane)	Others
Sanitary facilities with disposal & Potable Water	<b>EvapTech</b>
Receive, unload, and store material deliveries	<b>EvapTech</b>
Electrical Wiring, if applicable	Not Required
Dumpsters & disposal for non-hazardous materials	Others
Hazardous or asbestos material abatement w/disposal	Not Required
Protection of cold water basin water from falling debris	Not Required
Isolate cooling tower (or cell) water and power	Others
Provide electrical power for hand tool use (3 to 4 outlets, GFI 30 amps, 110 V, within 10' of tower)	Others
Permit-required confined space (Hole watch, Respirators, Monitoring, etc.)	Not Required
Building permits, certificates, special licenses and/or PE stamps	Not Required
Offsite training, drug testing, background checks, etc.	Not Required
Site-Specific Dedicated Safety Manager (in lieu of safety management by superintendent)	Not Required



Prepared by Chris Bickerstaff  
[CBickerstaff@evaptech.com](mailto:CBickerstaff@evaptech.com)  
 (913)322-5165



# Roseville Fan & Gearbox Replacement

EQ22-0738.4

December 09, 2022

## Pricing Notes

### a) Proposal Validity

#### o Pricing Validity – January 30, 2023

- ❖ **NOTE:** Though in normal market conditions, significant leeway can often be assumed, the present market conditions require that the proposal validity date be considered firm and final. After this date, price – and often significant schedule adjustments – may be required.

#### o Schedule Validity – December 31, 2022

### b) Schedule:

- o Mobilization: 12 – 16 weeks ARO
- o Schedule: 5 – 6 persons @ 4 – 5 days / 10 hours per day / 6 days per week

### c) Freight & Taxes:

- o Freight prepaid and added at cost plus 10%.
- o EvapTech proposal prices do not include the costs of sales tax or use tax unless explicitly stated and identified with a dedicated line item. Sales tax will be billed unless an exemption certificate or direct pay permit is provided. If use tax is applicable as determined by project location and contract type, then a change order will be required to adjust the material portion of the contract by the applicable use tax rate. Note that payroll taxes are always included in the proposal price.

### d) Contract Terms:

Per 2021 NCPA MTGSA ESA Agreement.

### e) Comments:

- o Any subdivision of pricing is for reference only and assume purchase of the total scope.
- o EvapTech reserves the right to subcontract any or all portions of the work to be performed, but such subcontracting shall not relieve EvapTech of any of its liabilities.
- o All quoted delivery schedules are based upon EvapTech's receipt of customer's written purchase order, in good form, within two weeks after receipt of notice to proceed.
- o The schedule includes an estimated crew size, work-day, and work-week. EvapTech may adjust these aspects of the work plan to complete the scope of work within schedule in the safest and most cost-effective way. Lump sum prices will not be adjusted unless the scope is modified.
- o Price includes two hours per employee for badging, permitting, lockout/tagout, etc. Additional delays due to site procedures or to tower inaccessibility caused by concurrent work will be billed as T&M. Superintendents are available for a maximum of one hour per week for site meetings.
- o EvapTech's standard practice is to send extra materials to cover unforeseens of shipment or emergent work. Any materials remaining at demobilization is considered property of EvapTech.
- o Any material testing for disposal is to be performed by others prior to EvapTech's mobilization to site and all manifesting of disposed materials is by others.
- o See EvapTech Construction Standards below for scope execution assumptions.
- o Standard qualification documents including W9 & Trade References can be found [here](#).
- o EvapTech's standard assumption is that fan hub removal will require up to 10 labor hours and the use of a 5000lb puller. If the hub and/or shaft condition prevents this method, the additional time to remove the fan and gearbox to grade and apply heat (provided by others) for removal or send the gearbox to a local shop for removal will be billed as T&M.



Prepared by Chris Bickerstaff  
[CBickerstaff@evaptech.com](mailto:CBickerstaff@evaptech.com)  
(913)322-5165



# Roseville Fan & Gearbox Replacement

EQ22-0738.4

December 09, 2022

## EvapTech Safety

EvapTech field services approach all projects with a focus on safety, efficiency, and quality. Our safety programs are updated annually to include industry best practices and maintain a stellar rating with multiple contractor management services.

Avetta ID#: 3467

ISNetworld ID#: 400-142642

EvapTech's 2022/2023 **EMR is 0.81** and has **never** been higher than 1.0! EvapTech will execute the project using EvapTech staff trained to execute our projects as designed using the most advanced erection techniques to assure on-time performance, a quality product, and an impeccable safety record. A review of our enclosed safety statistics reveals the dedication to safe site erection labor.

*Please note that EvapTech provides our safety information on third-party letterhead and with the original OSHA documentation. This ensures that EvapTech is providing current, fully accurate representation of our safety performance.*

Year	OSHA Recordable Rate	EMR
2022	TBD	0.81
2021	0.95	0.72
2020	0.98	0.62
2019	0.80	0.58



Prepared by Chris Bickerstaff  
[CBickerstaff@evaptech.com](mailto:CBickerstaff@evaptech.com)  
 (913)322-5165



# Roseville Fan & Gearbox Replacement

EQ22-0738.4

December 09, 2022

## EvapTech Construction Standards

Please review the below comments describing EvapTech's minimum standards. If EvapTech is aware of additional project/facility-specific requirements, the comment will be amended to include it. If a project/facility-specific requirement is not addressed, then additional costs may apply in order to meet those requirements.

- **Screening** – EvapTech's standard drug testing policy includes at least a 5-panel urine test at hire with a 10% random chance of a 10-panel urine test each month. EvapTech's standard background check policy includes E-Verify social security number confirmation at hire and a criminal records check (up to \$150/employee) as required.
- **Training** – EvapTech includes 15-minutes per employee for customer-provided site-specific training and two hours per employee for EvapTech's site-specific safety orientation. In addition, each day includes a 15-minute morning safety meeting held prior to that day's work. All established EvapTech field employees are OSHA 10 card holders. All established EvapTech supervising personnel are OSHA 30 card holders with three-year-or-better recency.
- **Dedicated Personnel** – EvapTech assumes that on-site safety, QAQC, and mobile-elevated-work-platform monitoring (as defined by ANSI A92) is the superintendent's responsibility to perform directly or, if desired, by delegation. If the crew size is 25 persons or more, then a dedicated on-site safety coordinator will be designated. Equipment in use, or groups of like equipment if operating in close proximity, will have a single dedicated spotter.
- **Personal Protective Equipment** – EvapTech's standard PPE includes safety glasses, hardhat, safety-toed boots, full leg covering, long-sleeves, hi-vis shirts/vests, fall protection per OSHA code 1926 and – as required – gloves.
- **Site Conditions** – EvapTech assumes open and unobstructed area for a distance equal to the height of the fan deck above grade on all four sides of the cold-water basin, material laydown area within 100', stable ground for equipment, crew parking within ¼ mile, rest & office area within 150', and that approved work areas are appropriate for equipment, storage, and construction traffic without the need for site restoration. The tower surroundings will be maintained or returned to mobilization conditions. If events outside of EvapTech control such as adverse weather or work by others contributes to degraded conditions, then site restoration will be performed on a T&M basis.
- **Basin Conditions** – EvapTech assumes the basin curb is no more than 5' above grade and that the collection basin drained and substantially clean prior to EvapTech's arrival on site. If the basin was free of mud prior to mobilization, EvapTech will broom sweep the basin if required during cleanup. For muddy basin, cleaning will be limited to removal of any debris larger than 4" square.
- **Deliveries** – Material and dumpster delivery may require unrestricted or timely access for trucks to enter the property to reach the tower. Mobilization and/or demolition may require as many as ten delivery/pickups per day.
- **Weather** – EvapTech's standard practice is to add one day per ten days of the schedule as non-work weather days. Non-work weather days include adverse weather days, weather preparation days, and weather recovery days which impact at least 50% of the scheduled work hours. Adverse weather days are assumed to be any day with more than 0.1" of precipitation, heat index above 100°F, wind chill below 0°F, and/or winds in excess of 20mph. Weather recovery days are those in which prior adverse weather days have made the site conditions unworkable. In the event additional non-work weather days are experienced, the schedule will be extended one day per non-work weather day. EvapTech may choose to bill labor per diem and equipment rental for excess non-work weather days.
- **Lockout/Tagout** – EvapTech-supplied locks will be placed on equipment prior to work being performed in a cell.
- **Confined Space** – EvapTech assumes that the tower is a non-permitted confined space with no atmospheric or engulfing hazards. As such no rescue teams, dedicated hole watch, respirators, or air testing/monitoring is required.
- **Reporting** – EvapTech can provide daily reports summarizing the day's activities. If schedule updates or progress reporting are required, such will be developed in Excel or Project for import into preferred software by others.



Prepared by Chris Bickerstaff  
[CBickerstaff@evaptech.com](mailto:CBickerstaff@evaptech.com)  
(913)322-5165





# Roseville Fan & Gearbox Replacement

EQ22-0738.4

December 09, 2022

## EvapTech Financial Strengths

EvapTech, Inc. is a wholly owned subsidiary of Evapco, Inc. Unlike some suppliers in the field erected cooling tower industry, EvapTech operates from a position of financial strength that provides our customers peace of mind when executing large contracts. We highly recommend a thorough review of all bidders' financial risk and would like to proactively offer the information below detailing EvapTech's strong financial position.

- Payment Term Flexibility - Within the context of mutually agreeable contract terms, because of Evapco's strong cash position, EvapTech can accept payment terms beyond Net 30 on a case-by-case basis if this is of benefit to our customers and is open to other flexible payment arrangements.
- Bonding & Insurance – Because of the strong history mentioned above, EvapTech can satisfy nearly any project bonding or insurance requirements. Please contact EvapTech for specifics if required.
- Financial References – Evapco has long standing relationships with our surety (RCM&D/Travelers) and bank (Bank of America), and a good faith letter is always available if requested. Additionally, EvapTech has a long history of strong supplier relationships based on prompt payment available for reference:
  - Amarillo Gear Company: Amarillo, TX (806) 622-1273
  - Hudson Products Corporation: Beasley, TX (281) 396-8165
  - Infinity Fasteners: Lenexa, KS (913) 438-2252
  - Ryan Transportation Services: Overland Park, KS (913) 310-2204
- Established History – EvapTech has been in business as an Evapco subsidiary since 2005, while Evapco has been in business since 1976.
- Employee Owned – Evapco is a participating ESOP company since 1984, with all employees receiving Evapco stock after just one year of service. This fosters a culture of financial responsibility and a long-term outlook among all employee-owners.
- Diversification – Evapco provides & manufactures a [full spectrum of heat transfer products](#) for several industries, allowing our company to maintain its strong financial position through downturns in any particular industry or product type.
- Private Company – Evapco is a private organization and does not publish financial statements, but we are happy to share this information when required via conference call. Please contact EvapTech's Controller, Laura Chilcote, at (410)756-2600x3446 or [lchilcote@evapco.com](mailto:lchilcote@evapco.com) if a financial statement review is beneficial.



FEIN 20-2114254  
DUNS# 186712662



52-1059673  
080546625



Prepared by Chris Bickerstaff  
[CBickerstaff@evaptech.com](mailto:CBickerstaff@evaptech.com)  
(913)322-5165



# Roseville Fan & Gearbox Replacement

EQ22-0738.4

December 09, 2022

## Hudson Ranch Power I Geothermal Fill Replacement

Calipatria, California

**Owner:** Hudson Ranch Energy Service (Energy Source Minerals)  
**Contact:** Paul Hanson – Sr. Process Engineer  
**Phone:** (760) 693-2275  
**Email:** [phanson@energysource.us.com](mailto:phanson@energysource.us.com)

Replaced extremely fouled fill in seven large cooling tower cells with new EvapTech VertiClean anti-fouling film fill, as well as new drift eliminators, during a 20-day outage. (21004998)



## Bonanza Power Plant

Vernal, Utah

**Owner:** Deseret Power Electric Cooperative  
**Contact:** Colin Lewis – Project Manager  
**Phone:** (435) 781-5716  
**Email:** [clewis@deseretpower.com](mailto:clewis@deseretpower.com)

Structural rebuild and fiberglass material conversion for a 16-cell wood counterflow cooling tower during two-time sensitive consecutive outages. Scope also included fill, drift eliminators, partition walls and fan deck. (19003353)



## Lawrence Livermore National Laboratory ECFM Project

Livermore, California

**Owner:** Lawrence Livermore National Laboratory  
**Contact:** Roy Bayani – Contract Analysis  
**Phone:** (925) 424-5322  
**Email:** [bayani1@llnl.gov](mailto:bayani1@llnl.gov)

New 6-cell fiberglass counterflow FM approved cooling tower for the Exascale Computing Facility Modernization (ECFM) Project. This cooling tower helps enable supercomputers that are capable of one quintillion calculations per second to the NNSA laboratories including LLNL, Los Alamos, and Sandia. (20003913)



## Calpine Geysers Unit 14 Rebuild

Middletown, California

**Owner:** Calpine  
**Contact:** Ryne Pearce – Project Manager  
**Phone:** (707) 431-6140  
**Email:** [Ryne.Pearce@calpine.com](mailto:Ryne.Pearce@calpine.com)

Structural rebuild for a fire damaged 10-cell wood crossflow cooling tower. Scope also included fill, drift eliminators, & distribution basins. Passed thermal performance test at 103%. This project was just one of four major cooling tower refurbishments that Evaptech safely completed at the Geysers facility. (20003816)



Prepared by Chris Bickerstaff  
[CBickerstaff@evaptech.com](mailto:CBickerstaff@evaptech.com)  
(913)322-5165



# Roseville Fan & Gearbox Replacement

EQ22-0738.4

December 09, 2022

## INSPECTION SERVICES

Cooling tower inspections are a vital part of proper maintenance. However, the scope can vary both in delivery and expectation. EvapTech offers the following standard inspection services for consideration.

Any maintenance or repair work is not included with a standard inspection scope; discovery work will be performed during inspection will be performed on a T&M basis. The inspection crew sent will be minimal and often not sufficient for significant discovery work without additional mobilization costs.

Standard inspections assume access to at least one cell at a time with no more than one hour of LOTO time between cells and that the tower is a non-permitted confined space without known atmospheric or engulfing hazards. If facility requirements include a dedicated hole watch, this will incur an additional cost. Otherwise, EvapTech's lockout/tagout and confined space procedures will be followed.

### **Summary Inspection**

The tower will be visually evaluated – even during operation – by representatives & regional managers who will provide recommended action items in consideration of budget, schedule, & criticality.

### **Basic Inspection**

The cooling tower inspection will be performed by experienced construction personnel to provide an overview of structure, fill media, drift eliminators, distribution piping & nozzles, fan stacks, and mechanical equipment. A preliminary report will be provided within 1 – 3 days with initial recommendations and a formal inspection report with photos will follow within 3 – 4 weeks. A sample report can be found [here](#).

Inspections will be scheduled for execution within a two-week window with the exact date of inspection coordinated one week before mobilization. Additional costs will apply if an exact date is required during the months of March, April, May, September, October, or November. In addition, the formal report may require up to 4 – 6 weeks to complete, though the preliminary report will be provided within 1 -3 days.

### **Detailed Mechanical Inspection**

In addition to the basic inspection, the mechanical equipment – fan assemblies, motor, and gear reducer – will be inspected in accordance with the [EvapTech](#) 18-Point Maintenance. This inspection includes documenting settings such as blade tracking, tip clearance & pitch angle and motor & gearbox alignment.

### **Detailed Structural Inspection**

In addition to the basic inspection, particular attention will be paid to the condition of all accessible structural members. Any members found to be in poor condition will be marked for replacement on a sketch of the tower structure which will be provided with the inspection report. More thorough structural inspections using laboratory testing or engineer evaluation is available, if required.

### **Detailed Fill Inspection**

In addition to the basic inspection, the fill will be inspected thoroughly and weighed. A full depth of fill will be removed from one bay in each cell and each removed pack will be weighed. The removed fill will be replaced and the fill weights will be provided in a table included with the inspection report.



Prepared by Chris Bickerstaff  
[CBickerstaff@evaptech.com](mailto:CBickerstaff@evaptech.com)  
(913)322-5165



# Roseville Fan & Gearbox Replacement

EQ22-0738.4

December 09, 2022

## COOLING TOWER 18 POINT MECHANICAL INSPECTION CHECKLIST

### MECHANICAL EQUIPMENT SUPPORT SYSTEM

1. Inspect mechanical equipment support and drive shaft guards.

### FAN ASSEMBLY

2. Check fan blade pitch for uniformity.
3. Check fan blade tip track and tip clearance.
4. Check fan blade for loose or corroded hardware.

### GEARBOX

5. Check gearbox pinion shaft backlash.
6. Check gearbox pinion shaft for leaks.
7. Check gearbox fan shaft for leaks.
8. Check pinion and fan shaft bearings for smooth operation.
9. Inspect Oil line and fittings for leaks or corrosion.
10. Check gearbox oil level at the gear
11. Check adjustment of dip stick or sight glass placard.
12. Inspect gearbox hold-down bolts for signs of loose hardware. Check if gearbox is doweled down.

### DRIVESHAFT

13. Inspect driveshaft grommets or flex elements.
14. Check driveshaft for loose or missing hardware.
15. Check driveshaft alignment.

### MOTOR

16. Check for smooth operation.
17. Check shaft for radial movement.
18. Check hold-down bolts for loose or missing hardware.

NOTE: Pricing does not include blade correction, realignment of driveshaft, or replacement of gear oil or motor grease. These scopes can be completed on a T&M basis when the mobilized crew and available material allows.



Prepared by Chris Bickerstaff  
[CBickerstaff@evaptech.com](mailto:CBickerstaff@evaptech.com)  
(913)322-5165



# Roseville Fan & Gearbox Replacement

EQ22-0738.4

December 09, 2022

## TIME & MATERIAL RATE SCHEDULE

Labor Type: Open Shop (prevailing wage Carpenter – Placer County)  
03/31/2023

Expiration Date:

Classification	Straight Time	Hourly Rates		
		Overtime	Holiday	Per Diem
Superintendent	\$172.61	\$238.24	\$303.88	\$160.00
Foreperson	\$136.38	\$183.89	\$231.40	\$125.00
Carpenter	\$125.00	\$166.83	\$208.65	\$105.00

- 1) Labor rates are inclusive of base wages, payroll taxes, workers' compensation insurance, tools, consumables, overhead and profit.
  - 2) Overtime rates are applicable to all hours worked in excess of 40 hours for the work week Monday through Friday. Saturday and Sunday are overtime days.
  - 3) Holiday rates apply on all federal holidays plus the fourth Friday of November and December 24<sup>th</sup>.
  - 4) Workers mobilized from outside the area will be paid living expenses for each day worked, travelled and on standby. Travel time will be paid hourly at the straight time rate plus per diem. Standby time for unworked weekdays will be paid two hours at the straight time rate plus per diem.
  - 5) Field Safety will be billed at Foreperson hourly rates and per diem rates. Site Project Manager will be billed at Superintendent hourly rates and per diem rates.
  - 6) Emergency work (defined as work requiring  $\leq 4$  business days for mobilization) will be billed with a 1.1 multiplier on hourly rates and a 2.0 multiplier on per diem rates.
  - 7) Overtime and per diem will be calculated differently when both T&M and lump sum work is performed. The percentage of total hours for the week worked as overtime will be applied to the total T&M hours to determine the overtime T&M hours. The percentage of total hours which were T&M hours will be applied to the total per diem to determine the T&M per diem.
  - 8) If lodging cannot be found within 10 miles from site for less than \$100/night, then per diem may be increased to cover the difference.
  - 9) Some scopes may require rental facilities or tool shipments which would be billed at the rates below.
  - 10) Office support will be billed at the following hourly rates when applicable: Staff (\$100), Designer (\$150), Safety Manager (\$150), Engineer (\$200).
- Materials incorporated into the work will be billed at invoiced cost plus 15%.
  - All third-party equipment rentals (including fuel and disposal fees, if applicable) and subcontracted trades will be billed at invoiced cost plus 10%.
  - Freight will be billed at cost plus 10%.
  - Sales & use taxes are not included.



Prepared by Chris Bickerstaff  
[CBickerstaff@evaptech.com](mailto:CBickerstaff@evaptech.com)  
(913)322-5165





# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Authorize Northern California Power Agency General Manager to Execute Confirmation Number 0290 for Performance Mechanical, Inc. Services to the City of Roseville/Roseville Electric Utility and Issue a Purchase Order Under the Support Services Program

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks <i>MH</i> Chief Financial Officer/Assistant General Manager	<b>METHOD OF SELECTION:</b>	<i>Other</i>
Division:	Administrative Services	<i>Roseville Acknowledged Satisfaction of City's Purchasing Policies</i>	
Department:	Accounting & Finance		

**IMPACTED MEMBERS:**

All Members	<input type="checkbox"/>	City of Lodi	<input type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>	City of Ukiah	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input checked="" type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>

*If other, please specify*

\_\_\_\_\_

\_\_\_\_\_

## **RECOMMENDATION:**

Subject to approval by the Roseville City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement and its determination under CEQA, approval of Resolution 23-03 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0290 with a not-to-exceed amount of \$751,675.00, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to Performance Mechanical, Inc. for HRSG maintenance, piping work, hydrotesting, other needed maintenance, outage support, and parts supply for the Roseville Energy Park facilities during its spring 2023 outage.

## **BACKGROUND:**

The City of Roseville became a signatory to the NCPA Support Services Program Agreement (SSPA) on October 5, 2015, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

In October 2022 the City of Roseville/Roseville Electric Utility (Roseville) submitted a Member Task Request under the SSPA for Performance Mechanical, Inc. to provide various maintenance, piping work, troubleshooting, outage support, and parts supply for the Roseville Energy Park facilities during its Spring 2023 outage. Roseville requested the services be provided on a time and materials basis in accordance with the rate sheet and rates information attached to Confirmation Number 0290 as Exhibit "A".

If approved, Confirmation Number 0290 states that NCPA agrees to provide the requested services through its contract with Performance Mechanical, Inc. in the amount of not-to-exceed \$750,000.00. There is no guarantee that the full amount of possible services will be paid to Performance Mechanical, Inc. but is merely a limit of potential expenditures for services under Confirmation Number 0290. With the addition of NCPA's administrative fees which will be billed out as actually incurred, the total amount expended under the Confirmation will not exceed \$751,675.00.

This item will be considered by the Roseville City Council at an upcoming meeting, and is subject to that approval.

## **FISCAL IMPACT:**

There is no fiscal impact to NCPA. The services provided by Performance Mechanical, Inc. to Roseville will be billed to and paid by Roseville pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Roseville.

## **SELECTION PROCESS:**

Roseville will utilize Performance Mechanical, Inc. services through NCPA's Support Services Program and has confirmed through submission of its Task Request that it is responsible for satisfying the City of Roseville's Purchasing Policies.

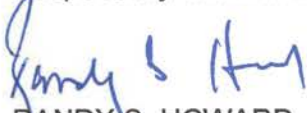
**ENVIRONMENTAL ANALYSIS:**

Roseville has determined the action contemplated by this Confirmation does not require further analysis under the California Environmental Quality Act (CEQA) because the activity is either not a project as that term is used in CEQA or is covered by exemption(s) to CEQA. NCPA acting as a responsible agency in this context is relying upon Roseville's determination as the lead agency under CEQA. If Roseville determines it needs to prepare a CEQA analysis for the action supported by this Confirmation, Roseville shall inform NCPA to allow NCPA to fulfill its CEQA responsibilities as a responsible agency.

**COMMITTEE REVIEW:**

On January 4, 2023, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 23-03
- Proposed Confirmation Number 0290



## RESOLUTION 23-03

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONFIRMATION NUMBER 0290 FOR PERFORMANCE MECHANICAL, INC. SERVICES TO THE CITY OF ROSEVILLE/ROSEVILLE ELECTRIC UTILITY AND ISSUE A PURCHASE ORDER UNDER THE SUPPORT SERVICES PROGRAM

(reference Staff Report #102:23)

WHEREAS, the City of Roseville became a signatory to the NCPA Support Services Program Agreement (SSPA) on October 5, 2015, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors; and

WHEREAS, the City of Roseville/Roseville Electric Utility (Roseville) submitted a Member Task Request under the SSPA for Performance Mechanical, Inc. to provide HRSG maintenance, piping work, hydrotesting, other needed maintenance, outage support, and parts supply for the Roseville Energy Park facilities during its Spring 2023 outage. Roseville requested the services be provided on a time and materials basis in accordance with the rate sheet and rates information attached to Confirmation Number 0290 as Exhibit "A"; and

WHEREAS, Confirmation Number 0290 states that NCPA agrees to provide the requested services through its contract with Performance Mechanical, Inc. in the amount of not-to-exceed \$750,000.00. There is no guarantee that the full amount of possible services will be paid to Performance Mechanical, Inc. but is merely a limit of potential expenditures for services under Confirmation No. 0290. With the addition of NCPA's administrative fees which will be billed out as actually incurred, the total amount expended under the Confirmation will not exceed \$751,675.00; and

WHEREAS, this item will be considered by the Roseville City Council at an upcoming meeting and is subject to that approval; and

WHEREAS; Roseville has determined the action contemplated by this Confirmation does not require further analysis under the California Environmental Quality Act (CEQA) because the activity is either not a project as that term is used in CEQA or is covered by exemption(s) to CEQA. NCPA acting as a responsible agency in this context is relying upon Roseville's determination as the lead agency under CEQA. If Roseville determines it needs to prepare a CEQA analysis for the action supported by this Confirmation, Roseville shall inform NCPA to allow NCPA to fulfill its CEQA responsibilities as a responsible agency; and

NOW, THEREFORE BE IT RESOLVED, subject to approval by the Roseville City Council of the requested services under the terms of the Support Services Program Agreement and its determination under CEQA, the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Confirmation Number 0290 with a not-to-exceed amount of \$751,675.00, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to Performance Mechanical, Inc. for HRSG maintenance, piping work, hydrotesting, other needed maintenance, outage support, and parts supply for the City of Roseville/Roseville Electric Utility during its spring 2023 outage.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
 JERRY SERVENTI  
 CHAIR

ATTEST:

\_\_\_\_\_  
 TRISHA ZIMMER  
 ASSISTANT SECRETARY

## CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.
2. The Participating Member for this Confirmation is the CITY OF ROSEVILLE in the amount of not-to-exceed \$750,000.00 for the Performance Mechanical, Inc. work described in paragraph 3. The dollar amount is not a guarantee that the full amount will be paid to Performance Mechanical, Inc. but is merely a limit of potential expenditures under this Confirmation.
3. The Participating Member requests the following described Support Services in the dollar amount specified. NORTHERN CALIFORNIA POWER AGENCY (NCPA) agrees to provide the following Support Services to the Participating Member:

Performance Mechanical, Inc. shall provide maintenance services on a time and materials basis during Roseville Electric Utility's spring 2023 outage including but not limited to piping work, hydrotesting, HRSG maintenance, catalyst maintenance, troubleshooting, underground piping maintenance, outage support, rotating equipment alignment, structural steel work as necessary to provide access for necessary facility maintenance, and parts supply for the Roseville Energy Park generation facilities. The rates for said services are set forth in attached Exhibit "A", including the current rate schedule and rates information for time and materials projects.

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not-to-exceed amount specified in paragraph 2 above; plus, the Administrative Cost of not to exceed \$1,675.00 (\$685.00 to develop the Confirmation and first month of administration, plus \$165 per month for six additional months) to be billed as costs are actually incurred, in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$751,675.00.

5. A Security Account deposit is not required for this Confirmation.

6. The Participating Member has determined the action contemplated by this Confirmation does not require further analysis under the California Environmental Quality Act (CEQA) because the activity is either not a project as that term is used in CEQA or is covered by exemption(s) to CEQA. NCPA acting as a responsible agency in this context is relying upon Participating Member's determination as the lead agency under CEQA. If Participating Member determines it needs to prepare a CEQA analysis for the action supported by this Confirmation, Participating Member shall inform NCPA to allow NCPA to fulfill its CEQA responsibilities as a responsible agency.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Participating Member:  
CITY OF ROSEVILLE

NORTHERN CALIFORNIA POWER AGENCY

By its Designated Representatives:

\_\_\_\_\_  
Daniel Beans, Electric Utility Director

\_\_\_\_\_  
Randy S. Howard, General Manager

And

\_\_\_\_\_  
Michelle Sheidenberger, City Attorney

\_\_\_\_\_  
Assistant Secretary to Commission

Approved as to form:

\_\_\_\_\_  
Jane E. Luckhardt, NCPA General Counsel


**Performance Mechanical, Inc.**
*General Engineering Contractor*

California License No. 475516


*An EMCOR Company*
**City of Roseville**

Sacramento County

**Labor Rates Effective:**
**DAY SHIFT**

	1-Jul-22	To	30-Jun-23			
	ST	TH	DT	ST	TH	DT
<b>BOILERMAKERS</b>						
JOURNEYMAN	125.31	166.54	207.76			
ASST FOREMAN	127.10	169.05	217.32			
FOREMAN	134.09	178.84	229.93			
GENERAL FOREMAN	142.49	190.62	245.08			
SUPERINTENDENT	151.09	202.67	260.58			
HELPER	55.08	70.27	85.46			
APPR 1	104.70	137.63	176.90			
APPR 2	108.13	142.45	183.10			
APPR 3	111.57	147.27	189.30			
APPR 4	115.00	152.09	195.50			
APPR 5	118.44	156.90	201.69			
APPR 6	121.88	161.72	207.89			
<b>CARPENTERS</b>						
JOURNEYMAN	117.77	147.25	176.72			
FOREMAN	134.37	170.51	206.66			
GENERAL FOREMAN	152.35	195.73	239.11			
<b>LABORERS</b>						
JOURNEYMAN	86.31	106.02	125.73			
FOREMAN	89.18	110.04	130.90			
<b>MILLWRIGHTS</b>						
JOURNEYMAN	123.30	154.22	185.13			
FOREMAN	136.16	172.25	208.33			
GENERAL FOREMAN	141.17	179.27	217.37			
APPR 1	70.12	88.67	107.22			
APPR 2	78.26	98.36	118.45			
APPR 3	86.76	108.40	130.04			
APPR 4	90.61	113.79	136.98			
APPR 5	107.92	132.65	157.38			
APPR 6	111.76	138.04	164.32			
APPR7	115.61	143.43	171.26			
APPR8	119.46	148.83	178.20			
<b>PIPEFITTERS - FIELD</b>				<b>PIPEFITTERS - Sacramento Shop</b>		
JOURNEYMAN	122.05	155.64	189.23	125.07	158.66	192.25
FOREMAN	135.42	174.39	213.36	138.44	177.41	216.38
GENERAL FOREMAN	140.45	181.44	222.43	143.47	184.46	225.45
SUPERINTENDENT	148.80	193.14	237.48	151.82	196.16	240.50
APPR 1	54.51	67.94	81.38	57.53	70.96	84.40
APPR 2	58.69	73.80	88.92	61.71	76.82	91.94
APPR 3	62.87	79.66	96.46	65.89	82.68	99.48
APPR 4	67.05	85.52	104.00	70.06	88.54	107.02
APPR 5	88.61	108.77	128.92	91.63	111.79	131.94
APPR 6	92.79	114.63	136.46	95.81	117.65	139.48
APPR 7	96.97	120.49	144.00	99.99	123.51	147.02
APPR 8	101.15	126.35	151.54	104.17	129.37	154.56
APPR 9	105.33	132.21	159.08	108.35	135.22	162.10

**Sacramento Office**

 6001 Midway Street, Sacramento, CA 95828  
 (916) 421-4087 – Fax (888) 841-6156

**Corporate Office-Pittsburg**

 701 Willow Pass Road Suite #2 Pittsburg, CA  
 (925) 432-4080 – Fax (925) 432-0170

**Los Angeles Office**

 5401 McFadden Ave, Huntington Beach, CA 92649  
 (310) 327-3205 – Fax (310) 516-0218



**Performance Mechanical, Inc.**  
**General Engineering Contractor**  
California License No. 475516



APPR 10	109.51	138.06	166.62	112.53	141.08	169.64
<b>FIELD STAFF</b>						
EST/PROJECT MGR	139.00	196.00	252.00			
PROJECT ENGINEER	103.00	144.00	184.00			
FIELD ENGINEER	89.00	122.00	156.00			
SCHEDULER	134.00	189.00	243.00			
CAD DETAILER	129.00	171.00	214.00			
INFO SYSTEM TECH	89.00	123.00	157.00			
QC	130.00	182.00	233.00			
SAFETY	103.00	144.00	184.00			
TIMEKEEPER	54.00	74.00	95.00			
CLERICAL	49.00	67.00	85.00			

NOTE: PMI RESERVES THE RIGHT TO ISSUE CHANGES AS NEGOTIATED WITH THE UNIONS/AND OR CHANGES RELATED TO OTHER VARIABLES WITHIN THE RATE STRUCTURE.

**Sacramento Office**

6001 Midway Street, Sacramento, CA 95828  
(916) 421-4087 – Fax (888) 841-6156

**Corporate Office-Pittsburg**

701 Willow Pass Road Suite #2 Pittsburg, CA  
(925) 432-4080 – Fax (925) 432-0170

**Los Angeles Office**

5401 McFadden Ave, Huntington Beach, CA 92649  
(310) 327-3205 – Fax (310) 516-0218



**Performance Mechanical, Inc.**

**General Engineering Contractor**

California License No. 475516



An EMCOR Company

**City of Roseville  
Sacramento County**

**Labor Rates Effective:**

**NIGHT SHIFT**

	<b>1-Jul-22</b>	<b>To</b>	<b>30-Jun-23</b>			
	<b>ST</b>	<b>TH</b>	<b>DT</b>	<b>ST</b>	<b>TH</b>	<b>DT</b>
<b>BOILERMAKERS</b>						
JOURNEYMAN	137.84	183.19	228.54			
ASST FOREMAN	139.81	185.95	239.05			
FOREMAN	147.50	196.73	252.92			
GENERAL FOREMAN	156.74	209.69	269.59			
SUPERINTENDENT	166.19	222.93	286.63			
HELPER	60.59	77.30	94.00			
APPR 1	115.16	151.40	194.59			
APPR 2	118.94	156.70	201.41			
APPR 3	122.72	161.99	208.23			
APPR 4	126.50	167.29	215.05			
APPR 5	130.28	172.59	221.86			
APPR 6	134.06	177.89	228.68			
<b>CARPENTERS</b>						
JOURNEYMAN	129.55	161.97	194.40			
FOREMAN	147.80	187.57	227.33			
GENERAL FOREMAN	167.59	215.30	263.02			
<b>LABORERS</b>						
JOURNEYMAN	94.94	116.62	138.31			
FOREMAN	98.09	121.04	143.99			
<b>MILLWRIGHTS</b>						
JOURNEYMAN	135.63	169.64	203.65			
FOREMAN	149.78	189.47	229.16			
GENERAL FOREMAN	155.29	197.20	239.11			
APPR 1	77.13	97.54	117.94			
APPR 2	86.09	108.19	130.30			
APPR 3	95.43	119.24	143.04			
APPR 4	99.67	125.17	150.68			
APPR 5	118.71	145.91	173.12			
APPR 6	122.94	151.84	180.75			
APPR7	127.17	157.78	188.38			
APPR8	131.40	163.71	196.01			
<b>PIPEFITTERS - FIELD</b>						
JOURNEYMAN	134.26	171.21	208.16			
FOREMAN	148.97	191.83	234.69			
GENERAL FOREMAN	154.50	199.59	244.67			
SUPERINTENDENT	163.68	212.45	261.23			
APPR 1	59.96	74.74	89.52			
APPR 2	64.56	81.18	97.81			
APPR 3	69.15	87.63	106.10			
APPR 4	73.75	94.07	114.40			
APPR 5	97.48	119.65	141.82			
APPR 6	102.07	126.09	150.11			
APPR 7	106.67	132.54	158.40			
APPR 8	111.27	138.98	166.69			
APPR 9	115.87	145.43	174.99			

**Sacramento Office**

6001 Midway Street, Sacramento, CA 95828  
(916) 421-4087 – Fax (888) 841-6156

**Corporate Office-Pittsburg**

701 Willow Pass Road Suite #2 Pittsburg, CA  
(925) 432-4080 – Fax (925) 432-0170

**Los Angeles Office**

5401 McFadden Ave, Huntington Beach, CA 92649  
(310) 327-3205 – Fax (310) 516-0218



**Performance Mechanical, Inc.**  
**General Engineering Contractor**  
California License No. 475516



APPR 10	120.46	151.87	183.28
<b>FIELD STAFF</b>			
EST/PROJECT MGR	139.00	196.00	252.00
PROJECT ENGINEER	103.00	144.00	184.00
FIELD ENGINEER	89.00	122.00	156.00
SCHEDULER	134.00	189.00	243.00
CAD DETAILER	129.00	171.00	214.00
INFO SYSTEM TECH	89.00	123.00	157.00
QC	130.00	182.00	233.00
SAFETY	103.00	144.00	184.00
TIMEKEEPER	54.00	74.00	95.00
CLERICAL	49.00	67.00	85.00

NOTE: PMI RESERVES THE RIGHT TO ISSUE CHANGES AS NEGOTIATED WITH THE UNIONS/AND OR CHANGES RELATED TO OTHER VARIABLES WITHIN THE RATE STRUCTURE.

**Sacramento Office**

6001 Midway Street, Sacramento, CA 95828  
(916) 421-4087 – Fax (888) 841-6156

**Corporate Office-Pittsburg**

701 Willow Pass Road Suite #2 Pittsburg, CA  
(925) 432-4080 – Fax (925) 432-0170

**Los Angeles Office**

5401 McFadden Ave, Huntington Beach, CA 92649  
(310) 327-3205 – Fax (310) 516-0218





## **Performance Mechanical, Inc.**

### **Labor and Equipment Rates for T&M Projects**

Attached are our current labor and equipment rates. The labor rates include small tools up to \$500 in value, standard safety equipment and PPE, and consumables. A list of normally included consumables is included with the equipment rates. Oxygen and acetylene are included in the consumables rates. Welding rod, filler wire, purge and welding gases are reimbursable. The equipment rates apply to PMI owned equipment. Third party rentals are billable at cost plus markup.

These rates also included all insurance, employment taxes, overhead and profit.

All crafts at all levels employed at the work location are reimbursable. Shop labor is reimbursable when approved in advance by the client. Apprentices are billed at the actual apprentice level, per union dispatch. Apprentice ratios are dictated by union agreement, job complexity, and availability. We always strive to maintain the most competitive crew ratio possible without negatively impacting productivity.

Indirect field staffing, i.e.-project managers, field engineers, safety, QC or clerical staff is reimbursable when assigned to the project for project specific work only. This can include time spent on site or at the home office. QC supervision is also reimbursable for all code work. Typical home office management is included in the overhead. Client should be notified in advance of anticipated billable hours for these items.

Markups for materials, third party rentals and subcontractors are as follows:

Material – 10%

Third Party Rentals – 10%

Subcontractors and Outside Services – 15%

The included rates are valid until June 30, 2020. Labor rates for pipefitters, carpenters, millwrights and laborers are subject to change periodically, per the various crafts Master Labor Agreements, however typically go up every July 1. Boilermaker labor rates typically change on October 1 annually. Revised rates are issued accordingly as soon as we receive wage and benefit information from the local unions.

Depending on the nature and duration of the requested on-call services, travel time, and subsistence costs may apply for supervision and key personnel. These costs will be discussed and agreed up on a case by case basis. Typically, these costs should not exceed the standard government rates and terms for travel time and per diem. For all other craft classifications, travel and subsistence, if required, will be per the applicable union labor agreement.

ASME Code Repairs and Alterations:

For code repairs, alterations, and re-rates the following ASME Certification charges shall apply. These charges are per occurrence:

Code Repairs - \$750

Re-rates and Alterations - \$1,500

State of California, DOSH Authorized Inspector – Actual hours at current rate of \$135 per hour, plus expenses

PMI Quality Control inspection will be billed per the attached labor and equipment rates.

California Fire Marshall and State Lands Testing:

Certification fee for State Lands and State Fire Marshall Hydro Tests is \$3,500 per occurrence.

PMI Quality Control inspection and all required testing equipment will be billed per the attached labor and equipment rates.

Modified Markups

In the event where Roseville Electric Utility would like to use our procurement and accounting services to expedite procurement and delivery of materials and equipment; and/or utilize our subcontracting abilities to obtain services that are outside of PMI's scope of work, than the proposed Modified Markups below shall be utilized by Roseville Electric Utility.

1. Material and equipment purchases –

- a. Markups assume that the vendor will agree to quote equipment FOB – Roseville Energy Park, Roseville, CA. or Roseville Power Plant #2, Roseville, CA.
- b. PMI will not be responsible for delays in vendor performance or shipping.
- c. Markups to be as follows:
  - i. \$0-\$9,999 – Markup to remain 10%
  - ii. \$10,000 - \$99,999 – Markup to be 8%
  - iii. \$100,000 or greater – Markup to be 7%

2. Subcontracts and Outside Services –

- a. Vendors must pre-qualify as a PMI subcontractor and accept PMI subcontract terms and conditions
- b. Any on-site supervision or safety supervision required by PMI will be in addition to the markup (to be billed using our proposed T&M Rates)
- c. PMI will not be liable for the performance of the vendor; or for back charges, rework or lost production based on unacceptable performance of the subcontractor
- d. PMI to be reimbursed by Roseville Electric Utility for the cost of managing and correcting any warranty issues should the Roseville Electric Utility vendor fail to correct or reimburse PMI for said warranty issues.
- e. Markups to be as follows:
  - i. For subcontractors already qualified as acceptable PMI subcontractors – Markup to be 10% regardless of contract value.
  - ii. For new subcontractors –

1. \$0-14,999 – Markup to be flat fee of \$1,500
2. \$15,000 or greater – Markup to be 10%



# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Mead & Hunt, Inc. – Five Year Multi-Task Professional Services Agreement for Engineering, Environmental and Regulatory Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Michael DeBortoli <i>MD</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Hydroelectric	

<b>IMPACTED MEMBERS:</b>		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		
_____		
_____		

**RECOMMENDATION:**

Approve Resolution 23-04 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Mead & Hunt, Inc. for engineering, environmental and regulatory services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000.00 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

**BACKGROUND:**

Engineering, environmental and regulatory services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. Mead & Hunt, Inc. is a new vendor for NCPA. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. NCPA has agreements in place for similar services with AECOM Technical Services, Black & Veatch, Condor Earth Technologies, GEI Consultants, Provost & Pritchard Consulting Group, and HDR Engineering.

**FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$1,500,000.00 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

**SELECTION PROCESS:**

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

**ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

On December 7, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On December 12, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 23-04
- Multi-Task Professional Services Agreement with Mead & Hunt, Inc.

**RESOLUTION 23-04**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH MEAD &  
HUNT, INC.**

**(reference Staff Report #103:23)**

WHEREAS, engineering, environmental and regulatory services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Mead & Hunt, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with Mead & Hunt, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,500,000.00 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST: \_\_\_\_\_  
ASSISTANT SECRETARY



## MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND MEAD & HUNT, INC.

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Mead & Hunt, Inc., a corporation with its office located at 2440 Deming Way, Middleton, Wisconsin, 53562 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2023 ("Effective Date") in Roseville, California.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have fourteen calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services or does not respond within the seven day period



specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

**Section 2.** **COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

**2.1** **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Services;
- At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- At Agency's option, when the Consultant's Scope of Work identifies tasks, for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction.

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

**2.2** **Monthly Payment.** Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3** **Payment of Taxes.** Consultant is solely responsible for the payment of all applicable federal, state and local taxes, including employment taxes, incurred under this Agreement.

**2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

**2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

**4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly by Consultant or by any subcontractors of Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

**4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and

mobile equipment to the extent coverage may be excluded from general liability insurance.

**4.2.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

**4.3 Professional Liability Insurance.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 All Policies Requirements.**

**4.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

**4.4.2 Notice of Reduction in or Cancellation of Coverage.** Consultant shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

**4.4.4 Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

**4.4.5 Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the

payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

- 4.5 Consultant's Obligation.** Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to damages or claims for damages whether or not such insurance policies shall have been determined to apply but only to the extent caused by Consultant's negligence. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.
- 5.3** The Agency and Consultant are not liable, in contract or tort or otherwise, for any special, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, or similar damages ("damages").

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the

means by which Consultant accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

Consultant shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Consultant agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Consultant.

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Consultant shall, at the same time it executes this Agreement, execute Exhibit C.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant.

In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof.

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.

**8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

**8.4.1** Immediately terminate the Agreement;

**8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or

**8.4.4** Charge Consultant the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

**Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

**9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

## 9.4 Confidential Information and Disclosure.

- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:
- 9.4.3.1** Disclosure to employees, agents, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.
  - 9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and
  - 9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.
- 9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the



Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

## **Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

**10.7 Contract Administrator.** This Agreement shall be administered by the Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

**10.8 Notices.** Any written notice to Consultant shall be sent to:

Mead & Hunt, Inc.  
Attn: Nathan Rockwood  
180 Promenade Circle, Suite 240  
Sacramento, CA 95834

Any written notice to Agency shall be sent to:

Randy S. Howard  
General Manager  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt  
General Counsel  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

**10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

**10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

**10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:

**10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;

**10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third-party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

MEAD & HUNT, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
General Manager

\_\_\_\_\_  
**NATHAN ROCKWOOD,**  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

Mead & Hunt, Inc. ("Consultant") shall provide engineering, environmental and regulatory services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

Services to include but not be limited to the following:

- Feasibility Studies
- Business Model Development
- Conceptual Design
- Cost Estimating
- Contract Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Environmental Studies\*
- Regulatory Support\*
- Execution Planning
- Operations and Maintenance Evaluation and Support (consulting and engineering only)
- Vendor Quality Assurance
- Construction Management (see note on Public Works projects below)
- Start-up and Commissioning Services (engineering support only)

\*These services do not include hydroelectric relicensing services as they will be subject to a stand-alone request for proposals and single task agreement.

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed amount as set forth in Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Effective January 1, 2022

#### Standard Billing Rates

Clerical.....	\$84.00 / hour
Technical Editor.....	\$120.00 / hour
Senior Editor.....	\$196.00 / hour
Registered Land Surveyor.....	\$153.00 / hour
Accounting, Administrative Assistant.....	\$108.00 / hour
Technician I, Technical Writer.....	\$108.00 / hour
Technician II, Surveyor - Instrument Person.....	\$124.00 / hour
Technician III.....	\$143.00 / hour
Technician IV.....	\$159.00 / hour
Senior Technician.....	\$170.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I.....	\$138.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II.....	\$156.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III.....	\$176.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$196.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner.....	\$216.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner.....	\$249.00 / hour
Senior Associate.....	\$278.00 / hour
Principal.....	\$303.00 / hour
Senior Client/Project Manager.....	\$303.00 / hour

#### Expenses

Geographic Information or GPS Systems.....	\$100.00 / day
Total Station Survey Equipment.....	\$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

#### Travel Expense

Company or Personal Car Mileage.....	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

#### Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Pricing for services to be performed at NCPA Member or SCPA locations will be quoted at the time services are requested.

NOTE: As a public agency, NCPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

**EXHIBIT C**  
**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, \_\_\_\_\_

(Name of person signing affidavit) (Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

Mead & Hunt, Inc.

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.



# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Sabah International Incorporated – Five Year Multi-Task General Services Agreement for Fire System Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Michael DeBortoli <i>MA</i> Assistant General Manager	<b>METHOD OF SELECTION:</b>	N/A
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>	
<b>Department:</b>	Combustion Turbines		

**IMPACTED MEMBERS:**

All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>	City of Ukiah	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>

*If other, please specify*

---



---



**RECOMMENDATION:**

Approve Resolution 23-05 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Sabah International Incorporated for fire system maintenance 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.

**BACKGROUND:**

Various fire system maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Bay Cities Fire Protection, Bay Cities Pyrotector and ORR Protection Systems, Inc.

**FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

**SELECTION PROCESS:**

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

**ENVIRONMENTAL ANALYSIS:**


This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

On December 7, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On December 12, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 23-05
- Multi-Task General Services Agreement with Sabah International Incorporated

RESOLUTION 23-05

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH SABAH  
INTERNATIONAL INCORPORATED

(reference Staff Report 104:23)

WHEREAS, fire system maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Sabah International Incorporated is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Sabah International Incorporated to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as 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.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST: \_\_\_\_\_  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
SABAH INTERNATIONAL INCORPORATED**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Sabah International Incorporated, a corporation with its office located at 5925 Stoneridge Drive, Pleasanton, CA 94588-2705 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2023 ("Effective Date") in Roseville, California.

**Section 1. SCOPE OF WORK.** Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

**Section 2. COMPENSATION.** Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

**2.1 Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

**2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

**2.3 Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

**2.4 Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

- 2.5** **Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

**Section 3.** **FACILITIES AND EQUIPMENT.** Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

**Section 4.** **INSURANCE REQUIREMENTS.** Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

- 4.1** **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

**4.2** **Commercial General and Automobile Liability Insurance.**

**4.2.1** **Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

**4.2.2** **Automobile Liability.** Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

**4.2.3** **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

**4.3 Professional Liability Insurance.** Not Applicable.

**4.4 Pollution Insurance.** Not Applicable.

**4.5 All Policies Requirements.**

**4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

**4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

**4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

**4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

**4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

**4.6 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

**Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** Not Applicable.

**Section 6. STATUS OF CONTRACTOR.**

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.



Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the

Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or

**8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

**9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the “Disclosing Party”) Confidential Information to the other party (the “Receiving Party”). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

**9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

**9.4.3.1** Disclosure to employees, agents, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

**9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

**9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.

**9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

## **Section 10. PROJECT SITE.**

**10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed,

including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

**10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

**10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

## **Section 11. WARRANTY.**

**11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

**11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any

Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

**Section 12. HEALTH AND SAFETY PROGRAMS.** The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

**Section 13. MISCELLANEOUS PROVISIONS.**

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.



**13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

**13.7 Contract Administrator.** This Agreement shall be administered by the Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

**13.8 Notices.** Any written notice to Contractor shall be sent to:

Sabah International Incorporated  
Attention: Matt Ramsey  
5925 Stoneridge Drive  
Pleasanton, CA 94588

With a copy to:

Sabah International Incorporated  
Attention: Contracts Department  
5925 Stoneridge Drive  
Pleasanton, CA 94588

Any written notice to Agency shall be sent to:

Randy S. Howard  
General Manager  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt  
General Counsel  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
  - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
  - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
  - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
  - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
  - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

**13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

**13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

SABAH INTERNATIONAL  
INCORPORATED

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
General Manager

\_\_\_\_\_  
**MATT RAMSEY,**  
President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

**EXHIBIT A**  
**SCOPE OF WORK**

Sabah International Incorporated ("Contractor") shall provide fire system maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

General services to include, but not be limited to the following:

- Fire Alarm System Testing, Inspection & Maintenance
- Security System Testing & Maintenance
- Special Hazard Suppression System I Hood Inspections
- Detection – PA
- Fire Extinguisher Inspection & Maintenance
- Emergency Services
- Leak Detection Inspection Services
- UL Central Station Monitoring
- Sprinkler System Testing & Inspection I Fire Pump I Foam-Water
- 5-Year Sprinkler Testing & Inspection
- 5-Year Fire Tank Inspection
- System Modifications
- Critical Inventory Maintenance

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

#### Hourly Rates – Effective 06/20/2022 (subject to change)

<b>Sabah Technician Labor</b> <b>Service (minimum 4 hours)</b>	<b>Sabah International</b>	
	<b>*Contract</b>	<b>Non-Contract</b>
M-F; 8am-5pm	\$205	\$256
M-F; 5pm-8am	\$308	\$385
Saturday	\$308	\$385
Sunday and Holidays	\$410	\$513
Trip Charge	\$80	\$100
Temporary Fuel Surcharge	\$24	\$24

<b>Sprinkler Labor</b> <b>Service (minimum 4 hours)</b>	<b>Pleasanton Office</b>	
	<b>*Contract</b>	<b>Non-Contract</b>
M-F; 8am-5pm	\$216	\$268
M-F; 5pm-8am	\$338	\$418
Saturday	\$338	\$418
Sunday and Holidays	\$450	\$560
Trip Charge	\$80	\$100
Temporary Fuel Surcharge	\$24	\$24

These rates are portal-to-portal with a four (4) hour minimum.

Contractor may revise the hourly rates upon 30 days' advance written notice to NCPA. If the Parties cannot agree on revised rates, NCPA may terminate the Agreement.

Pricing for services to be performed at NCPA Member or SCPA locations will be quoted at the time services are requested.

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

**EXHIBIT C**  
**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

---

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

Sabah International Incorporated

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

---

(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

as required by the California Energy Commission Decision for the above-named project.

\_\_\_\_\_

(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

**NOT APPLICABLE**

**EXHIBIT E**

**ATTACHMENT A [from MLA]  
AGREEMENT TO BE BOUND**

**MAINTENANCE LABOR AGREEMENT ATTACHMENT  
LODI ENERGY CENTER PROJECT**

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Officer & Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_





# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Nor-Cal Battery Company – Five Year Multi-Task General Services Agreement for Battery Related Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Michael DeBortoli <i>MD</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Combustion Turbines	

<b>IMPACTED MEMBERS:</b>		
All Members	<input checked="" type="checkbox"/>	
Alameda Municipal Power	<input type="checkbox"/>	
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	
City of Biggs	<input type="checkbox"/>	
City of Gridley	<input type="checkbox"/>	
City of Healdsburg	<input type="checkbox"/>	
City of Lodi	<input type="checkbox"/>	
City of Lompoc	<input type="checkbox"/>	
City of Palo Alto	<input type="checkbox"/>	
City of Redding	<input type="checkbox"/>	
City of Roseville	<input type="checkbox"/>	
City of Santa Clara	<input type="checkbox"/>	
City of Shasta Lake	<input type="checkbox"/>	
City of Ukiah	<input type="checkbox"/>	
Plumas-Sierra REC	<input type="checkbox"/>	
Port of Oakland	<input type="checkbox"/>	
Truckee Donner PUD	<input type="checkbox"/>	
Other	<input type="checkbox"/>	
<i>If other, please specify</i>		
_____		
_____		

**RECOMMENDATION:**

Approve Resolution 23-06 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Nor-Cal Battery Company for battery related maintenance 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.

**BACKGROUND:**

Various battery related maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with American Power Systems and Exponential Power, Inc. (pending).

**FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

**SELECTION PROCESS:**

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

**ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

On December 7, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On December 12, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 23-06
- Multi-Task General Services Agreement with Nor-Cal Battery Company

RESOLUTION 23-06

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH NOR-CAL  
BATTERY COMPANY

(reference Staff Report 105:23)

WHEREAS, battery related maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Nor-Cal Battery Company is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Nor-Cal Battery Company to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as 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.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST: \_\_\_\_\_  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
NOR-CAL BATTERY COMPANY**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Nor-Cal Battery Company, a C-corporation with its office located at 3432 Cherokee Road, Suite D, Stockton, CA 95205 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2023 ("Effective Date") in Roseville, California.

**Section 1. SCOPE OF WORK.** Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

**Section 2. COMPENSATION.** Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

**2.1 Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

**2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

**2.3 Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

**2.4 Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

- 2.5 Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

- 4.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

**4.2.2 Automobile Liability.** Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

**4.2.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

- 4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that



may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

- 4.6 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

## **Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope for Professional Services.** For services including those provided by licensed architects, licensed engineers, licensed landscape architects, and/or licensed land surveyors, Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.
- 5.3 Scope for General Services.** For general services, Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and

indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

**5.4 Transfer of Title.** Not Applicable.

**Section 6. STATUS OF CONTRACTOR.**

**6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

**6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any

capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount

paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that,

unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

**9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

**9.4 Confidential Information and Disclosure.**

**9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

**9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

**9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation,

a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

**9.4.3.1** Disclosure to employees, agents, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

**9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

**9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.

**9.4.4** **Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

## **Section 10. PROJECT SITE.**

**10.1** **Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

**10.2** **Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost,

stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

## **Section 11. WARRANTY.**

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

**Section 12. HEALTH AND SAFETY PROGRAMS.** The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program



intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for

spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

**Section 13. MISCELLANEOUS PROVISIONS.**

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

**13.7 Contract Administrator.** This Agreement shall be administered by the Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

**13.8 Notices.** Any written notice to Contractor shall be sent to:

Nor-Cal Battery Company  
Attention: Phil Estrada  
3432 Cherokee Road, Suite D  
Stockton, CA 95205

Any written notice to Agency shall be sent to:

Randy S. Howard  
General Manager  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt  
General Counsel  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

**13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

**13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

**13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:

**13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;

**13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

**13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

**13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

**13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

///

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

NOR-CAL BATTERY COMPANY

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
General Manager

\_\_\_\_\_  
**JUSTIN BOYCE,**  
President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## EXHIBIT A

### SCOPE OF WORK

Nor-Cal Battery Company ("Contractor") shall provide battery maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

Services to include, but not be limited to the following:

- Battery Testing - IEEE Capacity, Internal Resistance Capacity
- Battery Maintenance - Preventive, Basic, Extended, Customized
- Battery Monitoring - Central Office, Cell Sites, UPS, Remote, VRLA, Flooded
- Temporary Battery Systems - Hot Cuts, Rentals, Emergencies
- Engineering - Designs, Layouts, Material, Logistics
- Project Management including Multi-Site Scheduling
- Maintenance of Telecom, UPS, System Upgrades, Central Office, Cell Site, Substation, Remote Sites, Power Plants, Distribution, Batteries, Grounding, Cabling, Iron Work, Buss Work
- Site Audits - Power, Grounding, Infrastructure
- Spill Containment - Telecom, UPS, Utility, VRLA, Flooded
- Logistical Support - Labor, Material Procurement, Site Delivery, Warehousing
- Certified Battery Disposal - Removal and Recycling I Disposal of Lead Acid Batteries
- Training - System Design, Batteries, Power, Applications, Sizing, Safety, Maintenance

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

## **EXHIBIT B**

### **COMPENSATION SCHEDULE AND HOURLY FEES**

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Normal Hours: \$125.00/Hour

Off Hours Weeknights and Saturday: \$187.50/Hour

Sunday / Holidays / Holiday Weekends: \$250.00/Hour

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

**NOTE:** As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

---

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

Nor-Cal Battery Company

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

---

(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.



**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

as required by the California Energy Commission Decision for the above-named project.

\_\_\_\_\_

(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

**THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.**

**NOT APPLICABLE**

**EXHIBIT E**

**ATTACHMENT A [from MLA]  
AGREEMENT TO BE BOUND**

**MAINTENANCE LABOR AGREEMENT ATTACHMENT  
LODI ENERGY CENTER PROJECT**

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Officer & Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_



# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Trinity Consultants, Inc. – Five Year Multi-Task Professional Services Agreement for Air Quality Compliance Support Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Michael DeBortoli <i>MD</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Combustion Turbines	

<b>IMPACTED MEMBERS:</b>		
All Members	<input checked="" type="checkbox"/>	
Alameda Municipal Power	<input type="checkbox"/>	
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	
City of Biggs	<input type="checkbox"/>	
City of Gridley	<input type="checkbox"/>	
City of Healdsburg	<input type="checkbox"/>	
City of Lodi	<input type="checkbox"/>	
City of Lompoc	<input type="checkbox"/>	
City of Palo Alto	<input type="checkbox"/>	
City of Redding	<input type="checkbox"/>	
City of Roseville	<input type="checkbox"/>	
City of Santa Clara	<input type="checkbox"/>	
City of Shasta Lake	<input type="checkbox"/>	
City of Ukiah	<input type="checkbox"/>	
Plumas-Sierra REC	<input type="checkbox"/>	
Port of Oakland	<input type="checkbox"/>	
Truckee Donner PUD	<input type="checkbox"/>	
Other	<input type="checkbox"/>	
<i>If other, please specify</i>		
_____		
_____		

**RECOMMENDATION:**

Approve Resolution 23-07 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Trinity Consultants, Inc. for air quality compliance support 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.

**BACKGROUND:**

Various air quality compliance support services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Montrose Air Quality Services LLC and Yorke Engineering LLC.

**FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

**SELECTION PROCESS:**

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

**ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

On December 7, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On December 12, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink that reads "Randy S. Howard". The signature is written in a cursive style with a large initial "R" and "H".

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 23-07
- Multi-Task Professional Services Agreement with Trinity Consultants, Inc.

RESOLUTION 23-07

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH TRINITY  
CONSULTANTS, INC.

(reference Staff Report 106:23)

WHEREAS, air quality compliance support services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Trinity Consultants, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with Trinity Consultants, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as 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.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST: \_\_\_\_\_  
ASSISTANT SECRETARY



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
TRINITY CONSULTANTS, INC.**

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Trinity Consultants, Inc., a Delaware corporation with its office located at 12700 Park Central Drive, Suite 2100, Dallas, TX 75251 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2022 ("Effective Date") in Roseville, California.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses to perform the Requested Services. If Consultant agrees to perform the Requested Services or begins to perform the Requested Services, then Consultant will have agreed to perform the Requested

Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

**Section 2.**

**COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's initial fee schedule, attached hereto and incorporated herein as Exhibit B. Exhibit B rates may be updated on an annual basis provided Consultant provides Agency with updated rates sixty (60) days in advance. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Services;
- At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- At Agency's option, when the Consultant's Scope of Work identifies tasks, for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction.

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

**2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.



**2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

**2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein (including the applicable Purchase Order), Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

**4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

**4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

**4.2.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

**4.3 Professional Liability Insurance.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Consultant's negligent acts, errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 All Policies Requirements.**

**4.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

**4.4.2 Notice of Reduction in or Cancellation of Coverage.** Consultant shall provide at least thirty (30) days prior written notice to Agency of cancellation of the policies referenced in Section 4.

**4.4.3 Higher Limits.** If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.

**4.4.4 Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

**4.4.5 Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that

may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

- 4.5 Consultant's Obligation.** Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims are caused by the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any

contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Consultant shall indemnify and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

Consultant shall indemnify and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Consultant agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Consultant shall indemnify and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Consultant.

Consultant disclaims all warranties, expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purchase. Consultant shall have no liability for damages if the damage is covered by its comprehensive general liability or auto insurance, beyond the limits of the applicable insurance coverage. Consultant will not be responsible or liable for any special, indirect, consequential, incidental, punitive, or exemplary damages arising out of such services of this Agreement, whether such damages are suffered by Agency, any client of Agency, or any other third party, even if Consultant has been advised of the possibility of such damages.

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the

performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Consultant shall, at the same time it executes this Agreement, execute Exhibit C.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** Either party may cancel this Agreement at any time and without cause upon thirty (30) days prior written notice to the other party, provided Consultant may not so terminate this Agreement at any time that it is then obligated to perform Services under an active Work Order.

In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof.

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
  - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
  - 8.4.4** Charge Consultant the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon reasonable advanced oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of

Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

#### **9.4 Confidential Information and Disclosure.**

**9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

**9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

**9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

**9.4.3.1** Disclosure to employees, agents, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

**9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

**9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.

**9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested

by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Receiving Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

## **Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*



**10.7 Contract Administrator.** This Agreement shall be administered by the Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

**10.8 Notices.** Any written notice to Consultant shall be sent to:

Trinity Consultants, Inc.  
Attention: Jeffrey D. Adkins, Principal Consultant  
7919 Folsom Blvd, Suite 320  
Sacramento, CA 95826

Any written notice to Agency shall be sent to:

Randy S. Howard  
General Manager  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt  
General Counsel  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

**10.9 Professional Seal.** Where applicable in the reasonable determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

**10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

**10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:

**10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;

**10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

// SIGNATURES ON NEXT PAGE //

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

TRINITY CONSULTANTS, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
General Manager

\_\_\_\_\_  
**DAVID LARSEN,**  
CFO

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

Trinity Consultants, Inc. ("Consultant") shall provide air quality compliance support services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

Services to include, but not be limited to the following:

- Preparing periodic compliance reports to the air district and other agencies
- Preparing deviation reports for equipment breakdowns and other violations of permit conditions Tracking new applicable requirements
- Performing feasibility studies related to new and existing regulatory requirements
- Interpreting permit conditions and requirements
- Preparing written submittals, such as permit modifications, permit renewal applications, and variance applications and reports
- Preparing responses to notices of violation and negotiating settlements
- Other air quality compliance-related services can be provided upon request.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed amount as subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

#### NCPA Price Schedule

(Price schedule subject to annual revision)  
January 1, 2022

PERSONNEL SERVICE COSTS		
Service Scale	Job Titles	Rate (\$/hr)
1	Clerical Assistant I	80.00
2	Clerical Assistant II	100.00
3	Technical Assistant I	120.00
4	Technical Assistant II	140.00
T	Travel outside normal business hours	140.00
11	Technician	160.00
12	Consultant I	190.00
13	Consultant II	215.00
14	Consultant III	240.00
15	Consultant IV	260.00
16	Senior Consultant I	285.00
17	Senior Consultant II	305.00
18	Senior Consultant III	325.00
19	Manager I	340.00
20	Manager II	360.00
21	Senior Manager I	380.00
22	Senior Manager II	400.00
23	Litigation Support/Expert Witness	430.00

#### POLICY ON TRAVEL

Travel time for employees is billed as follows:

1. At the rate of \$140.00 per hour if traveling outside normal working hours.
2. At the full rate if traveling during normal business hours.

#### REIMBURSED COSTS

All reimbursed costs such as travel, overnight delivery charges, and other services purchased from outside vendors, are billed at cost plus a 15 percent accounting fee.

#### COSTS OF ITEMS SUPPLIED BY TRINITY

Certain reimbursed cost items are supplied by Trinity Consultants as shown below.

#### INFORMATION MANAGEMENT

Information and knowledge management costs are billed at 5 percent of total project labor cost. Costs for projects involving extensive scientific computer resources shall be billed up to 30 percent of project labor costs. All projects are subject to a minimum computer charge of \$500.

#### EFFECTIVE DATE

All charges are based on the price schedule in effect when the charges are incurred. Price schedules are subject to revision annually.

#### COST INFORMATION FOR AUDIT

Trinity maintains records of all charges for at least one year. A research fee will apply when a client desires documentation of charges.

Consultant may revise the hourly rates each year upon the giving of 60 days' advance written notice to NCPA.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

NOTE: As a public agency, NCPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, \_\_\_\_\_

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

Trinity Consultants, Inc.

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.



# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** 2023 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP). Applicable to the following projects: NCPA Geothermal facility.

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Michael DeBortoli <i>MD</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Geothermal	

<b>IMPACTED MEMBERS:</b>		
All Members	<input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>
Alameda Municipal Power	<input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Roseville <input checked="" type="checkbox"/>
		City of Santa Clara <input checked="" type="checkbox"/>
		City of Ukiah <input checked="" type="checkbox"/>
		Plumas-Sierra REC <input checked="" type="checkbox"/>
		Port of Oakland <input type="checkbox"/>
		Truckee Donner PUD <input type="checkbox"/>
		Other <input checked="" type="checkbox"/>
	<i>If other, please specify</i>	Turlock
		_____
		_____

## **RECOMMENDATION:**

Approve Resolution 23-12 delegating authority to the NCPA General Manager or his designee to enter into the 2023 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP) between NCPA and Geysers Power Company, LLC, extending the term of Exhibit A to the Agreement through September 17, 2028, with any non-substantial changes recommended and approved by NCPA General Counsel, for use at NCPA's Geothermal facility.

## **BACKGROUND:**

The Southeast Geysers Effluent Pipeline (SEGEP) Project is a cooperative project between Lake County Sanitation District, Calpine, and NCPA that has been in operation since September 23, 1997. The project provides wastewater to The Geysers for the purposes of maintaining the reservoir pressure and increasing steam reserves of the geothermal field.

Calpine and NCPA share in the operating and maintenance costs for SEGEP, as detailed in the Steam Suppliers Joint Operating Agreement (JOA). Per the JOA, electrical power to operate the pump stations can be supplied by either Calpine or NCPA. The value of the electrical power is based on the Local Market Price. Calpine and NCPA either pays or reimburses the other entity for their share of electrical power. The payment or reimbursement is based on the volume of water each receive during a calendar year.

In addition, both Calpine and NCPA receive Bucket 0 Renewable Energy Credits (REC's) for the electrical power supplied to the effluent pipeline. Calpine as a private corporation is allowed to convert the Bucket 0 REC's into Bucket 3 REC's that are typically valued at \$0.50 to \$1.00 per MWhr. Members of NCPA, as a Public Agency, are allowed to convert the Bucket 0 REC's into Bucket 1 REC's that are typically valued around \$15 per MWhr.

An Amendment to the Steam Suppliers Joint Operating Agreement SEGEP Project was signed on March 2, 2018, which required NCPA to provide the entire power supply for the Bear Canyon Pump Stations except in outage situations. This allowed Calpine to sell power normally reserved for SEGEP on the Day Ahead market and receive higher valued Bucket 1 REC's. In return, Calpine compensated NCPA for its relative share of the electricity costs at the Local Market Price and further paid NCPA one half the value of a Bucket 1 REC or \$7.50 per MWhr for all electricity supplied to SEGEP.

A further Amendment to the Steam Suppliers Joint Operating Agreement SEGEP Project was signed on February 1, 2021 adding clarifying language to describe the parties' agreement with respect to the supply of power to the Bear Canyon Pump Stations, and extending the term of Exhibit A of the agreement to January 28, 2023.

This 2023 Amendment extends the term of Exhibit A to the underlying agreement through September 17, 2028, to coincide with the current expiration date of the Steam Suppliers Joint Operating Agreement.



**FISCAL IMPACT:**

Approval of the 2023 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement for SEGEP will result in approximately \$60,000 to \$90,000 per year in revenue to NCPA.

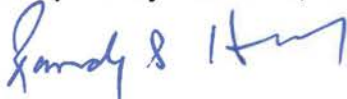
**ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

On January 4, 2023 the Facilities Committee reviewed and endorsed the recommended above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 23-12
- Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP)
- 2023 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP)

## RESOLUTION 23-12

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE 2023 AMENDMENT TO THE SECOND AMENDMENT AND RESTATEMENT OF THE STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT (SEGEP)

(reference Staff Report #111:23)

WHEREAS, the Parties originally entered into a Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP) on July 25, 1995, which established and provided for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Southeast Geysers Effluent Pipeline Project ("Project") which commences at the Point-of-Delivery and terminates at The Geysers Terminus; and

WHEREAS, the Parties executed "Amendment No. 1 to the Steam Suppliers Joint Operating Agreement" Southeast Geysers Effluent Pipeline Project on December 20, 2001 to recognize that Calpine had acquired the geothermal interests of PG&E and Unocal at The Geysers and therefore owned a 2/3 interest in all of the Steam Suppliers Facilities of the Project, to recognize that NCPA had entered into an agreement with Lake County Sanitation District to fund Basin 2000 Facilities to deliver additional effluent to the Project, and to provide how the Project Water was to be distributed among other issues; and

WHEREAS, the Parties entered into the "Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project", also referred to as Second Amendment and Restatement of the Agreement, ("Agreement") on September 18, 2003 to amend and restate certain terms and conditions relating to the Parties' participation in the Project, re-allocate the Parties' rights to the Project Water, and agree that each Parties' share of the monthly electricity costs needed to pump the Project Water would be equal to its percentage of the Project Water actually received for that month; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement on November 7, 2007, regarding the solar array facilities owned by NCPA, referred to as the Solar Pumps Project, and its installation, operation, and maintenance; and

WHEREAS, Section 5.1.2 of the Agreement states that "[t]he Party required to supply the power to operate the three Bear Canyon Pump Stations in order to deliver the Project Water shall be established from time to time by the Parties", Section 6.5 of the Agreement states that "[e]ach Party's share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month", and Exhibit A of the Agreement ("Exhibit A") identified the Parties' agreed-upon statement of the value of the electricity that NCPA would provide to pump the Project Water, specifically that NCPA would provide all electricity to operate the three Bear Canyon Pump Stations at a set price for the period April 01, 2003 through December 31, 2006; and

WHEREAS, the Parties agreed by letters dated December 20, 2006 to amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

WHEREAS, the Parties agreed by letter dated June 26, 2008 to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

WHEREAS, the Parties agreed by letter dated June 1, 2009 ("2009 Letter Agreement") to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and also to extend the term of Exhibit A for an additional 36 months; and

WHEREAS, the Parties agreed by letter dated October 28, 2010, to further amend Exhibit A regarding calculation of the Pumping Power to be supplied to the Bear Canyon Pump Stations; and

WHEREAS, between 2012 and the present, the Parties have agreed upon their relative responsibility for the electricity costs needed to operate the Bear Canyon Pump Stations in connection

with the yearly budgeting process for Project operations and maintenance ("O&M") expenses, and have each year executed written agreements approving the Project's O&M budget (which includes line items for electricity costs for the Bear Canyon Pump Stations as well as the Calpine Share (as defined below)); and

WHEREAS, the Parties entered into an Amendment to the Agreement on March 2, 2018, requiring that NCPA provide the entire power supply for the Bear Canyon Pump Stations, except in outage situations, and Calpine would compensate NCPA for its share of the electricity costs at the agreed upon price stated therein, for a two-year term; and

WHEREAS, the Parties entered into a further Amendment to the Agreement on February 1, 2021 adding clarifying language to describe the parties' agreement with respect to the supply of power to the Bear Canyon Pump Stations; and extending the term of Exhibit A of the agreement to January 28, 2023; and

WHEREAS, the Parties wish to further revise the terms of Exhibit A to the Agreement, to extend the term of the agreement through September 17, 2028, to coincide with the current expiration date of the Steam Suppliers Joint Operating Agreement; and

WHEREAS, Geysers Power Company, LLC is an indirect wholly owned subsidiary of Calpine Corporation, founded in 1999, and the owner of 13 Geysers geothermal power plants and related assets, including the Southeast Geysers Effluent Pipeline; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore no a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency delegates authority to the NCPA General Manager or his designee to enter into the 2023 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP) between NCPA and Geysers Power Company, LLC, extending the term of Exhibit A of the Agreement through September 17, 2028, with any non-substantial changes recommended and approved by NCPA General Counsel, for use at NCPA's Geothermal facility.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
**JERRY SERVENTI**  
 CHAIR

ATTEST: \_\_\_\_\_  
 ASSISTANT SECRETARY

**STEAM SUPPLIERS JOINT OPERATING AGREEMENT  
SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT**

**Among**

1

**Northern California Power Agency  
Calpine Geysers Company, L. P.  
Union Oil Company of California  
NEC Acquisition Company  
Thermal Power Company**

**July, 1995**

# Table of Contents

RECITALS .....	1
1. DEFINITIONS .....	2
2. EFFECTIVE DATE .....	3
3. TERM .....	3
4. OWNERSHIP INTERESTS .....	3
5. OPERATIONS AND MAINTENANCE .....	4
5.1 Operating Committee .....	4
5.2 Operator .....	5
5.3 Delivery and Acceptance of Project Water .....	9
5.4 Suspension of Operations .....	10
6. ALLOCATION AND PAYMENT OF COSTS .....	10
7. ABANDONMENT AND RESTORATION .....	12
8. RIGHTS RESERVED BY ALL PARTIES .....	13
9. TAXES .....	13
10. INSURANCE .....	14
11. LIABILITY AND INDEMNIFICATION .....	14
12. OBLIGATIONS AND RELATIONSHIPS OF THE PARTIES .....	15
13. INDIVIDUAL WITHDRAWAL .....	15
14. ASSIGNMENTS .....	16
15. TERMINATION .....	17
16. DISPUTE RESOLUTION .....	17
17. FORCEMAJEURE .....	20
18. COMPLIANCE WITH LAWS .....	20

19. NOTICES ..... 21

20. ENTIRE AGREEMENT ..... 22

21. SEVERABILITY ..... 22

22. WAIVERS AND AMENDMENTS ..... 22

23. NO DEDICATION OF FACILITY ..... 23

24. THIRD PARTY BENEFICIARIES ..... 23

25. DEFAULT ..... 23

26. ATTORNEY'S FEES ..... 23

27. COUNTERPARTS ..... 24

EXHIBIT A ..... 27

## STEAM SUPPLIERS JOINT OPERATING AGREEMENT

THIS STEAM SUPPLIERS JOINT OPERATING AGREEMENT (Agreement), is entered into this 25<sup>th</sup> day of JULY, 1995, by and between NORTHERN CALIFORNIA POWER AGENCY ("NCPA), UNION OIL COMPANY OF CALIFORNIA (Union Oil), NEC ACQUISITION COMPANY (NEC) and THERMAL POWER COMPANY (Thermal) (collectively herein "U-N-T"), and CALPINE GEYSERS COMPANY ("CGC"), referred to herein collectively as the "Parties".

### RECITALS

WHEREAS, the Parties and Lake County Sanitation District (IACOSAN), by separate agreement intend to fund and construct a pipeline which will be known as the Southeast Geysers Effluent Pipeline Project (Project), to run from Clear Lake and the Southeast Regional and Middletown Treatment Plants to The Geysers Terminus, and which will deliver Effluent and Makeup Water (as defined in said agreement) for injection into The Geysers geothermal reservoir; and

WHEREAS, the Parties and LACOSAN, by separate agreement have provided for the operation of that portion of the Project which commences at Clear Lake and terminates at the Point-of-Delivery; and

WHEREAS, the Parties desire to enter into this Agreement to establish and provide for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Project which commences at the Point-of-Delivery and terminates at The Geysers Terminus.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties hereto agree as follows:

## 1. DEFINITIONS

1.1 "Gross negligence" shall mean the want of even scant care or an extreme departure from the ordinary standard of conduct.

1.2 "Operation and Maintenance Work" shall mean all labor, services, and material required to operate the Steam Suppliers Facilities in compliance with their design specifications and prudent industry practices, and to maintain Steam Suppliers Facilities in good working order, and to monitor and mitigate any impact on the environment, in accordance with Mitigation Monitoring and Operation Plan adopted by the County of Lake on September 20, 1994.

1.3 "Point-of-Delivery" shall mean the intake side of the pump station to be located near the intersection of Bear Canyon Road and Highway 175. The exact location and design of the Point-of-Delivery shall be agreed upon in writing by the Parties.

1.4 "Project Water" shall mean that water which is delivered to the Parties by LACOSAN at the Point-of-Delivery pursuant to that certain Joint Operating Agreement for the Southeast Geysers Effluent Pipeline Project.

1.5 "Steam Suppliers Facilities" shall mean the pumps, pipeline, instrumentation and other property utilized directly in connection with transporting Project Water from the Point-of-Delivery to The Geysers Terminus.

1.6 "The Geysers Terminus" shall mean that location known as NCPA's "C" Pad, located in the northeast corner of Section 3, Township 10 North, Range 8 West, MDB&M in The Geysers field.



2. EFFECTIVE DATE

2.1 This Agreement shall be effective and binding when it has been duly executed by all Parties.

3. TERM

3.1 The term of this Agreement shall be for a period of twenty-five (25) years from the effective date hereof, unless this Agreement is sooner terminated pursuant to Section 15. If upon expiration of said term, the Parties elect to continue operations, the Parties agree to extend this Agreement for a term of not **less** than five (5) years.

4. OWNERSHIP INTERESTS

4.1 The Parties acknowledge, stipulate and agree that, for all purposes of this Agreement, the respective ownership interests of the Parties to this Agreement are:

<u>Party</u>	<u>Interest</u>
NCPA	One-Third (1/3)
U-N-T	One-Third (1/3)
CGC	One-Third (1/3)

For all purposes of this Agreement, unless specifically changed by agreement of the Parties, (i) all Steam Suppliers Facilities shall be owned by the Parties and, all costs and liabilities incurred in operations hereunder shall be borne and paid in the percentages set forth above in the column captioned "Interest"; and (ii) all Project Water delivered by IACOSAN to the Point-of-Delivery shall also be owned by the Parties in the percentages set forth above in the column captioned "Interest".

4.2 The Parties agree that though Union Oil, NEC and Thermal have each executed this Agreement, they shall jointly exercise all rights vested in U-N-T by this

Agreement but shall be severally liable for the performance of U-N-T's obligations to the other Parties to this Agreement to the extent, but only to the extent, that this Agreement provides that U-N-T is obligated to the other Parties. Union Oil shall be separately liable for fifty percent (50%) of U-N-T's obligations hereunder, and NEC and Thermal shall each be separately liable for twenty-five percent (**25%**) of U-N-T's obligations. This Section 4.2 shall take precedence over all other provisions of this Agreement that relate to the rights and obligations of the Parties and the relationships among them.

**4.3** Union Oil hereby guarantees the performance of **NEC's** obligations under this agreement to the extent, but only to the extent, that NEC is obligated hereunder.

## 5. OPERATIONS AND MAINTENANCE

### 5.1 Operating Committee

5.1.1 Creation and Composition. An Operating Committee is hereby created consisting of one (1) member appointed by each Party to this Agreement designating in writing its respective representative and that representative's address to the other Parties. Such representatives may be changed from time to time in like manner. Such Committee shall meet in Santa Rosa, California, or at such other place as may be mutually agreed upon at the request of any member on ten (10) days' written notice, unless such notice is waived, for the purpose of reviewing operations and information pertaining to the progress of operations, and directing Operator with regard to operations hereunder. Operator or the member calling the meeting shall present an agenda together with the notice of such meeting. Relevant additional matters may be considered at the meeting but may not be approved until adequate notice is given to all members of the Operating Committee. Operator will keep the Operating committee informed of the progress of work and provide the members of the Operating Committee with all reports and information upon request.

5.1.2 Decisions of the Operating Committee. The Operating Committee shall approve the annual budgets authorized under this Agreement, and may approve any Authority for Expenditure as defined in Section 5.2.8. No action shall be taken by the Operating committee unless unanimous approval has been given by all voting members. Absent members may vote for agenda items by telefax or by mail addressed to Operator.

5.1.3 Voting Interests. Each member's voting interest shall be equal to the Interest of the Party as specified in Section 4.1.

5.1.4 Additional Parties. If a Party assigns its interest under this Agreement to another person or entity pursuant to Section 14, such assignee shall appoint a member to the Operating Committee.

5.1.5 Telephone Meetings. Any provision in this Section 5 to the contrary notwithstanding, meetings of the Operating Committee may be held by telephone if all members agree. If any meeting of the Operating Committee is held by telephone, all action and votes taken at such meeting shall be immediately confirmed in writing.

## 5.2 Operator

5.2.1 Designation of Operator. NCPA is hereby designated Operator of the Steam Suppliers Facilities and in such capacity shall have the right to conduct and manage the Steam Suppliers Facilities and Project Water for the account of the Parties hereto, subject, however, to the instructions of the Operating Committee and the provisions of this Agreement.

5.2.2 Operator's Performance. The Operator shall exercise its judgement and discretion in good faith and in accordance with the terms hereof. The Operator shall act in accordance with generally accepted engineering practices and will not violate the decisions of the Operating Committee. The Parties shall share all costs of Operator's action under this Agreement on the basis of the percentage interests set forth in Section

4.1 above, except for costs arising out of the gross negligence or wilful misconduct of the Operator.

5.2.3 Operator's Employees. The number of employees, their selection, the hours of labor and the compensation for services performed shall be determined by Operator. All such employees shall at all times remain the employees of Operator.

5.2.4 Liens and Encumbrances. Operator shall endeavor to keep the Steam Suppliers Facilities free and clear of any liens and encumbrances occasioned by the operations hereunder, provided, however that if any lien or encumbrance should attach, Operator shall promptly give notice of such lien or encumbrance to the other Parties.

5.2.5 Records. Operator shall keep correct books, accounts and records of all operations at Operator's Geysers office.

5.2.6 Reports. Operator shall furnish to the Parties such reports as the Operating Committee may require Operator to prepare from time to time, and shall no less frequently than quarterly furnish unaudited reports of operating costs and maintenance, and Project Water disbursement.

5.2.7 Budgets. Operator shall prepare and submit to the Operating Committee for approval a budget of estimated expenses for each fiscal year no later than the first day of May of each year. The fiscal year shall begin on July 1. Each budget shall separately identify any and all planned capital expenditures. Each budget shall enumerate the estimates by quarterly periods, describing each item in reasonable detail. Budgets shall be estimates only and may be amended as necessary by the Operating Committee. A copy of each budget and amended budget shall promptly be furnished to each Party.

5.2.8 Authority for Expenditure. An Authority for Expenditure ("AFE") is a document authorizing Operator *to* make expenditures for the purposes stated in the AFE. An AFE shall be submitted by Operator for approval by the Parties for:

1. All unbudgeted capital expenditures.
2. Budgeted single capital expenditures in excess of \$5,000.00.
3. Unbudgeted expenses in excess of \$5,000.00.

The AFE shall be prepared by Operator and submitted to each Party. An AFE must have unanimous approval of the Parties in order *to* be effective. Each Party shall have thirty (30) days in which to approve or not to approve the expenditure. A Party not responding within thirty (30) days will be deemed *to* have voted *to* approve the expenditure. If an AFE becomes effective, each Party is liable for any expenditures incurred in connection with the purposes stated in the AFE to the extent of its interest as specified in Section 4.1. An informational AFE may be submitted by Operator for expenditures not requiring approval.

5.2.9 Emergency Expenditures. Notwithstanding any other provision of this Agreement to the contrary, in the event of an emergency, as determined in good faith by Operator, the Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency and each Party shall be liable for said expenditures on the basis of the percentage interests set forth in Section 4.1 above. Operator shall report to the Operating Committee as promptly as possible the nature of the emergency and the action taken.

5.2.10 Resignation or Removal of Operator. Operator may resign at any time by giving written notice thereof to the other Parties. If Operator terminates its legal existence, no longer holds an interest in the Steam Suppliers Facilities or if Operator becomes insolvent, bankrupt or is placed in receivership, it shall be deemed to have been removed without any action by the other Parties except the selection of a successor. Such resignation or removal shall not become effective until 7:00 o'clock A.M.

on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator, or removal or bankruptcy, insolvency or receivership unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a non-operating Party. A change of corporate name or structure of Operator or transfer of Operator's interest to any single member entity or multiple member entity, parent or successor corporation or subsidiary shall not be the basis for removal of Operator.

5.2.11 Notwithstanding anything contained in Section 25.1 below, if a dispute between the Parties arises because Parties holding a majority interest believe that the Operator has failed or refused to carry out its duties hereunder or is no longer capable of serving as operator, the dispute shall be referred to arbitration according to the procedure specified in subsection 5.2.12 below. If it is determined by the arbitrator that Operator has failed or refused to carry out its duties hereunder or *is* no longer capable of operating as operator, the Parties shall immediately select a successor Operator by majority vote.

5.2.12 Arbitration: Notwithstanding anything contained in Section 16 below to the contrary, any dispute under Section 5.2.11 above shall be directly submitted to arbitration and a decision rendered within sixty (60) days of the allegation of the Parties holding a majority interest that the Operator has failed or refused to carry out its duties hereunder or is no longer capable of serving as operator.

If the Parties cannot agree on an arbitrator, they shall select the arbitrator from a list of three arbitrators experienced in complex disputes relating to electric utility operations to be submitted to the Parties by the American Association of Arbitrators. The Operator and the other Parties shall each be entitled to strike one name from the list and the remaining name on the list shall be the arbitrator. The Operator and the other Parties shall draw lots to determine the order in which they strike the names. The arbitration procedures shall be those set forth in Sections 16.4, 16.5 and 16.6 of this Agreement

except that the Arbitrator may modify those procedures to the extent necessary to enable a decision to be rendered within the sixty (60) day period provided for in this Section.

**5.2.13 Selection of Successor Operator.** Upon the resignation or removal of Operator, a successor Operator shall be selected by the Parties. The successor Operator shall be selected by the Parties owning an interest in the Steam Suppliers Facilities at the time such successor Operator is selected. The successor Operator shall be selected by the affirmative vote of *two* (2) or more Parties owning a majority interest.

### 5.3 Delivery and Acceptance of Project Water

**5.3.1 Commencement.** Operator shall commence delivery and the Parties shall receive and accept Project Water transported by the Steam Suppliers Facilities to The Geysers Terminus or other mutually accepted location(s), no later than thirty (30) days following completion of the Project construction.

**5.3.2 Division of Project Water.** Operator shall deliver the available Project Water in equal one-third (1/3) amounts to each of the Parties on a continuous basis, consistent, however, with the specific operating criteria established from time to time by the Operating Committee.

**5.3.3 Metering of Project Water.** Operator shall operate and maintain in accurate working order metering devices properly equipped and located for the measurement of the Project Water to be delivered hereunder. All Parties shall have access to inspect and test such equipment at all reasonable times, but readings, calibrations, adjustments, repair and other maintenance thereof shall be conducted by Operator.

## 5.4 Suspension of Operations

5.4.1 The Parties acknowledge that the injection of Project Water as a means of augmenting The Geysers geothermal reservoir is a process which may or may not achieve the desired results, or which may have effects beyond the contemplation of the Parties. Therefore, the Parties hereto may individually or jointly suspend delivery or acceptance of Project Water if at any time during the term of this Agreement a State or Federal agency concludes that the injection of Project Water is causing significant adverse health, safety or environmental effect, or if a Party concludes that the operations are causing interference with its steam production or having adverse effects upon its geothermal facilities, or if contractual or economic conditions make continued operations impractical. Any Party may continue to suspend operations hereunder until such time as the cause can be remedied.

## 6. ALLOCATION AND PAYMENT OF COSTS

6.1 General Rules. Except as otherwise provided herein, all costs and expenses incurred pursuant to the terms and provisions of this Agreement and which relate directly to the Steam Suppliers Facilities shall be shared in proportion to the interest of each Party, as specified in Section 4.1 herein.

6.2 Payment. Operator shall endeavor to bill non-operators on or before the last day of each month for their proportionate share of the actual Operation and Maintenance Work costs for the preceding month. Such bills will be accompanied by statements which identify all charges and credits. Any unusual charges or credits shall be separately identified and fully described in detail. Each non-operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate quoted by the Bank of America NT & SA plus one and one-half percent (1 1/2%) per annum or the maximum contract rate permitted by the applicable usury laws of the state of California,



whichever is the lesser, plus attorney's fees, court costs, and other costs incurred in connection with the collection of unpaid amounts.

**6.3 Advances and Payments by Non-Operators.** Operator may require the non operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the non-operators.

**6.4 Adjustments.** Payment of any such bills shall not prejudice the right of any non-operator to protest or question the correctness thereof; provided, however, all bills and statements rendered to non-operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four **(24)** months following the end of any such calendar year, unless within the said twenty-four **(24)** month period a non-operator takes written exception thereto and makes claim on Operator for adjustment. **No** adjustment favorable to Operator shall be made unless it is made within the prescribed period.

**6.5 Special Allocations.** The electricity costs for pumping the Project water shall be allocated separately from other Operations and Maintenance Work costs for each month. Each Party's share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month.

**6.5.1** CGC, in accordance with an agreement with Pacific Gas & Electric Company (**PG&E**) will provide the electricity for pumping power for the Project Water at an annual price calculated as provided in Exhibit "A, **so** long as such price is not higher than the price of power that is otherwise available to the Project.

**6.5.2** CGC's monthly share of Operation and Maintenance Work expenses will include, as appropriate, a credit or debit for the value of such power calculated by multiplying the total kilowatts hours of power used by the value calculated as provided in Exhibit "A.

6.5.3 Operations and Maintenance Work costs other than pumping power costs shall continue to be allocated based on each Party's interest as specified in Section 4.1.

6.6 Commingling of Funds. No funds received by Operator under this Agreement need be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

6.7 Audits. A non-operator, upon notice in writing to Operator and all other non-operators, shall have the right to audit Operator's accounts and records relating to this project for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for above. Where there are two or more non-operators, the non-operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator. The audits shall not be conducted more than once a year without prior approval of the Operator who is subject to such audit.

## 7. ABANDONMENT AND RESTORATION

7.1 Upon final termination of this Agreement, each Party shall be responsible for a share of the costs and expenses involved in removing or decommissioning the Steam Suppliers Facilities, less any salvage value. The Operator shall calculate each Party's percentage share of such abandonment costs based on the total amount of water taken by each Party as a percent of total Project Water delivered by LACOSAN during the term of this Agreement.

## 8. RIGHTS RESERVED BY ALL PARTIES

8.1 Access to Project. Each Party shall at all times during the term hereof make reasonable efforts to provide for the other Parties to have reasonable access to the Steam Suppliers Facilities, including facilities under construction, and to all data and documents concerning current Operation and Maintenance Work affecting any Steam Suppliers Facilities.

8.2 Right to Inspect Books and Records. The Parties shall at all reasonable times have the right to inspect Operator's books and accounts relating to operations hereunder.

8.3 Right to Audit. Non-operating Parties shall have the right to audit Operator's books and accounts pertaining to operations in accordance with the provisions of Section 6.7.

## 9. TAXES

9.1 Property Taxes. Each Party shall be responsible for payment of the real and personal property taxes assessed upon its interest in the property used or held by Operator for operations hereunder. If the property should be assessed as a unit, the Operator shall prepare and file all property tax returns and shall bill the Parties on the basis of their respective shares of the portion of the property that is subject to taxation. Such billings shall be paid at least 10 days prior to the dates on which the tax payments are due. At the request of any Party, the Operating Committee shall take responsibility for conducting discussions with the proper taxing authorities relating to the assessment and taxation of such property and shall assist in resolving disputes over property tax assessments.

9.2 Individual Withdrawal. Should any Party withdraw from this Agreement pursuant to Section 13, Individual Withdrawal, such Party will be required to pay a

prorated share of property taxes attributable to its interest for the tax year in which the Party withdraws from this Agreement. Said withdrawing Party will not be required to pay property taxes for the remaining duration of this Agreement.

9.3 Other Taxes. Each Party shall be individually responsible for any taxes levied or assessed on potential or actual generation increases or reduction of decline rates due to the injection of Project Water into each Party's respective geothermal property.

## 10. INSURANCE

10.1 Worker's Compensation. Operator shall procure and maintain, for the benefit of all Parties, Worker's Compensation Insurance required by the State of California. If it qualifies, Operator may elect to be a self-insurer with respect to Worker's Compensation Insurance. In either case Operator may charge each Party its share, as specified in Section 4.1, of the actual cost of the premiums for such insurance. Each Party's share shall be paid as set forth in Section 6.

10.2 Other Insurance. Operator shall procure and maintain such other insurance for the benefit of the Parties as may be required by the Operating Committee. The net premiums for such insurance shall be charged to each Party based on its interest as specified in Section 4.1 and paid pursuant to the terms in Section 6.

## 11. LIABILITY AND INDEMNIFICATION

11.1 Except for the failure to make monetary payments as required by this Agreement, and except for damage resulting from a breach of this Agreement, willful misconduct, gross negligence, conscious disregard or breach of fiduciary obligation, (a) no Party, nor any of its members, directors, members of its governing body, officers or employees shall be liable to any other Party for any loss or damage resulting from, or in any way related to, the performance or nonperformance of its obligations under this

Agreement, and (b) any and all liability to Third Parties and any liability arising from the consequence of any violation or alleged violation of permit, statutes, ordinances, orders, rules or regulations of any governmental entity arising out of the performance of this Agreement shall be shared among the Parties in proportion to the ownership interest set forth in Section 4.1 of this Agreement.

## 12. OBLIGATIONS AND RELATIONSHIPS OF THE PARTIES

12.1 Each Party shall use its best efforts and work diligently, in good faith, and in a timely manner, to carry out the duties and obligations imposed by this Agreement.

12.2 Individual Liability. The duties, obligations and liabilities of the Parties shall be several and not joint or collective and nothing contained herein is intended to create a partnership, joint venture, association, or trust among the Parties. Each Party shall be responsible only for its obligations as specified herein, and shall be liable only for its proportionate share of the costs of operating the Steam Suppliers Facilities as defined in this Agreement.

12.3 Except as expressly provided for in this Agreement or other Project agreements, no Party shall be the agent of or have the right or power to bind another Party.

## 13. INDIVIDUAL WITHDRAWAL

13.1 Except as otherwise provided in Section 13.2 below, after the expiration of three (3) years from the commencement of operations hereunder, any Steam Supplier shall have the right, upon *two* (2) years written notice, to withdraw from this Agreement by assigning and transferring in writing all its right, title and interest in the Project to the remaining Steam Supplier(s) who do not then wish to withdraw.

13.2 During the first four (4) years of operations hereunder, U-N-T shall have the right, upon one year written notice, to withdraw from this Agreement by assigning and transferring in writing, all of its rights, title and interest in the Project to the other Steam Suppliers if (i) PG&E or its successor in interest delivers notice to U-N-T that either Unit 18 or Unit 20 will be retired or decommissioned during or prior to the first four (4) years of operation hereunder, or if (ii) PG&E or its successor in interest curtails generation from the U-N-T leaseholdings to a level where U-N-T's continued participation in the Project is uneconomic, as determined by U-N-T. After the expiration of four (4) years from the commencement of operations hereunder, U-N-T will be subject to Section 13.1.

13.3 Any assignment made as a result of a withdrawal by a Steam Supplier pursuant to this Section 13 shall not relieve the withdrawing Party from any obligation or liability incurred or created prior to the date that the notice is received, including but not limited to the obligations set forth in Section 7.1 of this Agreement, and provided further that any and all interests created out of such withdrawing Party's interest shall from and after the date of such assignment be subject to the terms of this Agreement and shall be chargeable with the pro rata portion of all expenses thereunder in the same manner as if such interest were a working interest. The right of a withdrawing Party to any benefits subsequently accruing hereunder shall cease upon the effective date of the withdrawal. The withdrawing Party shall be relieved of all obligations and liabilities which arise subsequent to the effective date of the withdrawal.

#### 14. ASSIGNMENTS

14.1 No Party shall have the right to assign, either in whole or in part, any of the rights, duties or obligations related or imposed under this Agreement without the prior written consent of the other Parties, except to another Party to this Agreement or to a subsidiary, affiliate or any other party succeeding to all or substantially all of the Geysers geothermal interests of that Party provided that such subsidiary, affiliate or succeeding party assumes the assigning Party's obligations hereunder in writing. No sale or

assignment as among the Parties shall relieve the assigning Party of any duties or obligations which accrued prior to the effective date and time of such sale or assignment.

## 15. TERMINATION

The Parties may jointly terminate this Agreement at any time during the term hereof by the unanimous written consent of the Parties.

## 16. DISPUTE RESOLUTION

16.1 Mediation. If a dispute arises from or relates to this Agreement, or breach thereof, and if such dispute cannot be settled through negotiation, the Parties agree to first try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association.

16.2 Arbitration - If the Parties are unable to resolve the dispute within thirty (30) days after service of the mediation request, any Party may serve on the other Parties a demand for arbitration. Any dispute shall be subject to arbitration under the Commercial Arbitration Rules of the **AAA** as amended and supplemented by the terms of this Section. The demand shall set forth the nature of the dispute, the amount involved, the remedy sought, and the locale requested for the arbitration hearing (the "Hearing"). Any demand or a counterclaim by any other Party shall be served within twenty (20) days after service of the demand for arbitration, and shall contain the same information required by this Section 16.

16.3 Selection of Arbitrator - If the Parties cannot agree on an arbitrator, they shall select the arbitrator from a list of 7 arbitrators experienced in complex engineering, construction or contract disputes, to be submitted to the Parties by the **AAA**. Each Party shall be entitled to strike two names from such list and the last name shall be the arbitrator. The Parties shall draw lots to determine the order in which they strike the

names. Any Party may request the AAA to disqualify an arbitrator for bias, personal or financial interest, or relationship with any Party, pursuant to the rules of the AAA.

16.4 Discovery - Each Party shall have the right to limited discovery from the other Party or Parties as follows: (a) each party shall be entitled to demand the production, no later than fifteen (15) days before the Hearing, of any documents the other Party intends to rely upon at the Hearing for its case-in-chief, and any documents which refer or relate to the matters at issue in the Arbitration; (b) any Party may demand production, no later than ten (10) days before the Hearing, of the list of witnesses the other Party intends to call at the Hearing for its case-in-chief, together with a brief description of the testimony of each witness; and (c) either Party shall be entitled to take a total of three (3) days of depositions of the other Party's employees or other witnesses, which may be extended only for good cause. Any dispute over discovery shall be submitted to the arbitrator for decision.

16.5 Pre-hearing Conference - The arbitrator shall convene a pre-hearing conference at least ten (10) days before the Hearing to determine procedures for the Hearing, including evidence to be submitted, evidentiary objections, length of the Hearing and other matters.

16.6 Hearing Location and Time - The Hearing shall begin not later than ninety (90) days after service of the demand or cross-demand for arbitration, whichever is later. The Hearing shall be held at a location mutually agreed by the Parties. If the Parties are unable to agree Santa Rosa shall be the hearing locale. The Hearing shall proceed under the rules and procedures of the AAA or as mutually agreed by the Parties.

16.7 Decision - The arbitrator's decision shall be rendered within thirty (30) days of the submission of all evidence. The decision shall be final and binding on the Parties and their successors, and may be confirmed in any competent Court having jurisdiction.



16.8 Interest - The prevailing Party shall be entitled to interest, compounded monthly, on the net amount of the award, at the then-current prime lending interest rate used by the Bank of America, plus three (3) percentage points. The interest shall accrue from the date the Arbitration request under Section 16.2 "Arbitration" is served through the date the award is paid.

16.9 Confidentiality- Notwithstanding anything to the contrary contained in this Section 16, the Parties shall execute an agreement with the mediator or the arbitrator, which shall (a) require the mediator or the arbitrator to treat any information conveyed to them as confidential, and prohibit disclosure of any confidential or trade secret information; (b) make California Evidence Code Section 1152.5 applicable to the mediation or arbitration; and (c) for the arbitration, prohibit any ex parte contacts with the arbitrator without the explicit consent of the other parties, unless the arbitrator initiates the contacts and they are made part of the record. Any information presented at the mediation or arbitration shall be neither admissible nor discoverable in any regulatory proceeding or in any action, as provided in Section 1152.5 of the Evidence Code.

16.10 Party Representative - Each Party shall have in attendance throughout the mediation and arbitration proceedings a designated representative who has : (a) sufficient authority to negotiate and recommend compromise within the full monetary range of the dispute; and (b) little or no direct involvement in the dispute.

16.11 Costs - The prevailing Party or Parties shall be entitled to their respective costs incurred in connection with the procedures described in this Section 16, pursuant to Section 26 below.

16.12 Statute of Limitations -The service of a arbitration request under Section 16.2 "Negotiation" shall suspend the running of any statute of limitations applicable to the dispute for which the negotiation request is made. The Parties shall jointly take any action required in order to effectuate the suspension.

16.13 Exclusivity -The procedures specified in this Section 16 shall be the sole and exclusive procedures for the resolution of disputes. However, a Party may seek a preliminary injunction or other preliminary judicial relief in order to avoid great or irreparable injury, or waste to the extent otherwise permitted by law. Despite such action, the Parties shall continue to participate in good faith in the procedures specified in this Section 16.

## 17. FORCE MAJEURE

17.1 If as result of force majeure, which means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, insurrections, riots, epidemics, landslides, earthquake, severe weather conditions, fires, storms, floods, washouts, or acts of restraint by any governmental agency or any other cause whether similar or dissimilar to the foregoing enumerated causes not within the control of the Party or Parties claiming suspension, any Party is unable to carry out its obligations under this Agreement wholly or in part, such Party or Parties shall give prompt written notice to the other Parties of the force majeure with reasonably full particulars concerning it. Thereupon, except for obligations to make payment of money, the obligation of the Party or Parties giving the notice, so far as it is affected by the force majeure, shall be suspended to the extent of and during, but no longer than, the continuance of the force majeure; provided the non-performing Party promptly and persistently pursues all the alternatives available to remedy its ability to perform and the non-performing Party resumes performance of its obligations as soon as possible. The other Party or Parties shall also be relieved of its obligations to the extent such Party or Parties cannot perform due to such event of force majeure.

## 18. COMPLIANCE WITH LAWS

18.1 The Parties shall comply with all applicable federal, state, and local laws and the rules and regulations of any federal, state, local or other government agency

having jurisdiction over the activities and operations conducted pursuant to this Agreement.

## 19. NOTICES

19.1 Any and all notices or other communications required or permitted by this Agreement, or by the law, to be delivered to, served on, or given to any Party to this Agreement shall be in writing and shall be deemed properly delivered when personally delivered to the Party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed to the parties as follows:

<u>Party</u>	<u>Address</u>
NCPA	P.O. Box 663 Middletown, CA 95461 Attn. Steam Field Superintendent
<i>GGC</i>	1160 North Dutton, #200 P.O.Box 11279 Santa Rosa, CA 95406 Attn. Operations Manager, Santa Rosa
U-N-T	3576 Unocal Place Santa Rosa, Ca 95403 Attn: General Manager

19.2 Any Party hereto may change its address for the purpose of this Section 19 by giving written notice of such change in the manner prescribed by this Section 19 to the other Parties to this Agreement.

## 20. ENTIRE AGREEMENT

20.1 This document represents and contains the entire Agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior oral and written agreements and understandings, except for the Project Construction Financing Agreement and the Joint Operating Agreement between IACOSAN, NGPA, GGC, and U-N-T. No promises, agreements, or warranties additional to this Agreement shall be deemed to be a part hereof, nor will any alteration, amendment or modification hereto be effective unless confirmed in writing by all Parties or their duly authorized agents.

## 21. SEVERABILITY

21.1 In the event that any term, covenant, or condition of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person, entity, or circumstance by any court or agency having jurisdiction, such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby but shall remain in full force and effect unless a court or agency having jurisdiction holds that such provisions are not severable from the other provisions of this Agreement.

## 22. WAIVERS AND AMENDMENTS

22.1 No waiver shall be deemed to have been made by any Party of any of its rights under this Agreement unless the same shall be in writing signed on its behalf by a person authorized to make such a waiver. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Further, this Agreement shall not be amended or modified except by an instrument in writing signed by the Party against whom enforcement is sought.

**23. NO DEDICATION OF FACILITY**

23.1 Any undertaking by a Party under any provision of this Agreement is rendered strictly as an accommodation and shall not constitute the dedication of such Party's facilities to the public, to any other Party, or to any Third Party.

**24. THIRD PARTY BENEFICIARIES**

24.1 None of the promises, rights, or obligations contained in this Agreement shall ensure to the benefit of any person or entity not a Party to this Agreement, other than the rights of members of NCPA, which derive from their membership in NCPA.

**25. DEFAULT**

25.1 If any Party to this Agreement defaults in respect to any of its obligations under this Agreement, any of the non-defaulting Parties shall notify the defaulting Party in writing, setting out in what respects the non-defaulting Party deems the defaulting Party to be in such default. If within thirty (30) days after receipt of such notice, the defaulting Party has corrected the default alleged by the non-defaulting Party, the defaulting Party shall not be deemed in default. Neither the service of said notice, nor the doing of acts by the defaulting Party aimed to correct any or all of the alleged defaults, shall be deemed an admission or presumption that the defaulting Party has failed in any respect to perform its obligations hereunder. If the defaulting Party fails to correct all or any of the alleged defaults within the allowable time, the non-defaulting Party, may proceed in accordance with Section 16.

**26. ATTORNEY'S FEES**

**26.1** If any action at law or in equity, including arbitration pursuant to Section 16 above, is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements,

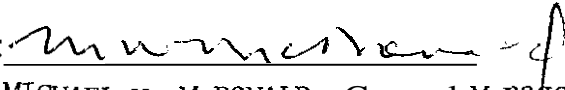
in addition to any other relief to which such Party may be entitled, unless otherwise provided in this Agreement.

## 27. COUNTERPARTS

**27.1** This Agreement may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single Agreement and the execution of one counterpart by any Party shall have the same force and effect as if such Party had signed all the other counterparts.

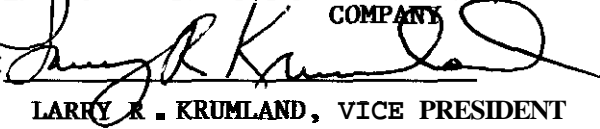
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

NORTHERN CALIFORNIA POWER AGENCY

By:   
MICHAEL W. McDONALD, General Manager

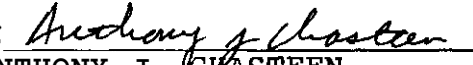
Date AUGUST 10, 1995

~~CALPINE GEYSERS CORPORATION, LP~~  
COMPANY


By:   
LARRY R. KRUMLAND, VICE PRESIDENT

Date AUGUST 14, 1995

UNION OIL COMPANY OF CALIFORNIA

By:   
ANTHONY J. CHASTEEN  
GENERAL MANAGER, DOMESTIC GEOTHERMAL OPERATIONS  
NEC ACQUISITION COMPANY

Date September 8, 1885

By:   
ANTHONY J. CHASTEEN  
ATTORNEY IN FACT  
THERMAL POWER COMPANY

Date September 8, 1885

By:   
LARRY R. KRUMLAND, VICE PRESIDENT

Date SEPTEMBER 6, 1995

CALPINE CORPORATION GUARANTY

In consideration for the execution of this Agreement by <sup>SLK</sup>LAGOSAN, NCPA, UNOCAL and NEC, CALPINE CORPORATION ("CALPINE) guarantees faithful and complete performance of this Agreement and any amendments thereto by THERMAL and CGC. CALPINE also guarantees payment of all damages, costs and expenses for which either THERMAL or CGC may become liable with respect to this Agreement.

CALPINE waives all right to notice of nonperformance of this Agreement and to notice to THERMAL and CGC to perform.

Dated: AUGUST 14, 1995, 1995

CALPINE CORPORATION  
By:   
LARRY R. KRUMLAND  
VICE PRESIDENT



## EXHIBIT A

### Calculation of Pumping Power Value of Southeast Geysers Effluent Pipeline Project

The pumping power provided to the project be generated at PG&E Units 13 and 16. As such, the value of the pumping power provided to the Project by PG&E and Calpine during any calendar year is the sum of the following:

	<b><u>1995 Price mils/kwh</u></b>
1) The price Calpine is paid annually by PG&E for steam delivered to PG&E Unit 13 and 16. This price is calculated as defined in the March 1973 Agreement for the Sale and Purchase of geothermal steam between PG&E and Calpine Corporation as a successor in interest to Signal Oil and Gas Company.	12.07
2) The price Calpine is paid annually by PG&E for effluent (condensate) disposal at Unit 13 and 16. This price is calculated as in 1) above.	.50
3) A constant value of 12.5 mils/kwh for the life of the project.	<u>12.50</u>
<b>1995 PRICE</b>	<b><u>25.07</u></b>

## AMENDMENT NO. 1 TO STEAM SUPPLIERS JOINT OPERATING AGREEMENT

This Amendment No. 1 to the Steam Suppliers Joint Operating Agreement is entered into this 20<sup>th</sup> day of December, 2001 by and between Northern California Power Agency ("NCPA") and Calpine Corporation ("Calpine"), referred to collectively as the "Parties."

### RECITALS

WHEREAS, Calpine has acquired the geothermal interests of PG&E and Union Oil Company of California ("Unocal") at the Geysers steam field, located within Lake and Sonoma Counties; and has assumed all of Unocal's interest in this Agreement;

WHEREAS, NCPA and Calpine constitute the remaining Steam Suppliers;

WHEREAS, LACOSAN and NCPA intend to enter into Phase II of the Southeast Geysers Effluent Pipeline Project ("SEGEP") to increase the delivery rate of effluent and makeup water for injection into the Geysers geothermal reservoir;

WHEREAS, LACOSAN and the Parties, by separate agreement, have modified the Joint Operating Agreement Southeast Geysers Effluent Pipeline Project to provide for the operation and financing of the SEGEP Phase II Facilities and intend to modify the existing Steam Suppliers Joint Operating Agreement as provided herein;

WHEREAS, NCPA and Calpine intend to make all reasonable efforts, consistent with Project design, to develop the existing SEGEP facilities to achieve and maintain a delivery rate of 6,100 gpm prior to the start up of the Phase II facilities;

WHEREAS, the operation of the SEGEP Phase II Facilities will require changes in the manner that the Project Water delivered to The Geysers is distributed among the Parties, and the manner that Project Operations and Maintenance Work costs are to be shared among the Parties;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree to modify the existing Steam Suppliers Joint Operating Agreement as follows:

1.3 Delete in its entirety and insert "Point-of-Delivery shall mean the intake side of the Pump Station located along Bear Canyon Road that is closest to Highway 175."

1.4 At the end of the sentence, insert "and Addendum No. 1 thereto."

1.5 At the end of the sentence, insert "except the SEGEP Phase II Facilities."

Add 1.7 "Basin 2000 Facilities" shall mean all facilities that will be used to supply and deliver the additional effluent from NWRWTP to the Project, including intake structures, the main pipeline, pump stations, and a new separate flow meter at the NWRWTP. The Basin 2000 Facilities are expected to supply the Project with a minimum of 1,700 gallons per minute (gpm) on average, subject to normal interruptions for maintenance.

Add 1.8 "SEGEP Phase II Facilities" shall mean those upgrades to the existing SEGEP system necessary to increase the delivery rate of the Project to approximately 7,100 gpm. The upgrades are expected to include, but not necessarily be limited to, two new booster pump stations, three additional pumps at the existing pump stations within the Geysers portion of the SEGEP project, and a 21 KV transmission line.

Add 1.9 "Phase I Maximum Delivery Rate" (Phase I MDR) shall mean the maximum capacity of the Steam Suppliers Facilities, excluding the use of the additional SEGEP Phase II Facilities, to deliver Project Water to the Steam Suppliers, as determined from time to time. For the purposes of allocating Project Water and the Operation and Maintenance Work costs, the Phase I MDR shall not exceed 6,100 gpm.

Add 1.10 "Phase II Maximum Delivery Rate" (Phase II MDR) shall mean the maximum capacity of the Steam Suppliers Facilities, including the use of the additional SEGEP Phase II Facilities, to deliver Project Water to the Steam Suppliers, as determined at the startup of the SEGEP Phase II Facilities. For the purposes of allocating Project Water and the Operation and Maintenance Work costs, the Phase II MDR shall not exceed 7,100 gpm.

Add 1.11 "Melded Ownership Interest" (MOI) shall mean each Party's average ownership interest of the combined Steam Supplier and SEGEP Phase II Facilities, upon completion and startup of the SEGEP Phase II Facilities. Subject to the option contained in Section 4.4, Calpine's MOI shall be 2/3 of 6,100 gpm/7,100 gpm or 57.28% and NCPA's MOI shall be 42.72%, if the Phase II MDR is 7,100 gpm or greater. If the Phase II MDR is less than 7,100 gpm, Calpine's MOI shall instead be 2/3 of 6,100 gpm/Phase II MDR and NCPA's MOI shall be adjusted accordingly.

3.1. On line 2, after "the effective date" delete "hereof" and insert "of Addendum No. 1 to the Steam Suppliers Joint Operating Agreement."

4.1 Insert heading "Steam Supplier Facilities"

Under the column heading "Party," delete "U-N-T" and "CGC" and insert "Calpine."

Under the column heading "Interest," delete "One-Third (1/3) relating to the "U-N-T" and "CGC" interests and insert "Two-Thirds (2/3)" to correspond to Calpine's interest.

Delete the "(i)" in the second paragraph and delete remainder of the paragraph starting with "(ii)".

Replace 4.2 with "SEGEP Phase II Facilities. Subject to the provisions contained in Section 4.4, NCPA shall have one hundred (100) percent ownership interest in the additional SEGEP Phase II pumping facilities located within the Geysers portion of the Project. All costs and liabilities incurred in the construction of these separate facilities shall be borne and paid for in accordance with the Parties respective ownership interests in these facilities, unless otherwise provided in Section 4.5."

Delete paragraph 4.3 and insert the following:

4.3 "Project Water.

4.3.1 The Party or Parties owning the SEGEP Phase II Facilities as set forth in Section 4.2 shall also own all the Project Water delivered by LACOSAN to the Project by the Basin 2000 Facilities according to their percentage of ownership in the SEGEP Phase II Facilities.

4.3.2 Steam Suppliers shall own all of the other Project Water in the percentages set forth above in Section 4.1."

Add 4.4 For a period of up to one year following the initial operation of the SEGEP Phase II Facilities, Calpine shall have the right, but not the obligation, to acquire up to a maximum of one-third ownership interest in the SEGEP Phase II Facilities, by paying its desired proportional share of the cost to construct the SEGEP Phase II Facilities, including only that portion of the 21 KV transmission line costs to extend service from Bear Canyon Pump Station #1 to a new pump station near Middletown, by assuming its proportional liability for those facilities, and by paying its proportional share of NCPA's cash contribution toward the cost to construct the Basin 2000 Facilities.

Add 4.5 If the Phase I MDR is less than 6,100 gpm at the time of startup of the SEGEP Phase II Facilities, the Steam Suppliers shall have the option to pay according to their ownership interests defined in Section 4.1 for a percentage of the SEGEP Phase II construction costs, including only that portion of the 21 KV transmission line costs to extend service from Bear Canyon Pump Station #1 to a new pump station near Middletown. That percentage shall be calculated as the quantity of 6,100 gpm minus the Phase I MDR, divided by the difference between 7,100 gpm and the Phase I MDR.

Add 5.1.6 The Operating Committee shall establish the specific procedures to determine and/or revise a numeric Phase I MDR, the Phase II MDR, and the rate that electricity is being consumed at each of the pump stations then in operation. The Operating Committee shall also determine the electricity consumption rate at the delivery rate of 6,100 gpm and at such other rates it decides. The adopted procedures shall be utilized within reason at any time, as requested by either Party to this Agreement.

5.2.11 At line 2, delete "Parties holding a majority interest" and insert "the Non-operator Party"

5.2.12 At line 3-4, delete “Parties holding a majority interest” and insert “the Non-operator Party”

5.2.13 Delete entire paragraph and insert “Upon resignation or removal of Operator, a successor Operator shall be selected by unanimous vote of the Parties. In the event the Parties are unable to agree on a successor Operator, the Parties shall proceed in accordance with Section 16 of the Agreement.

5.3.2 Delete entire paragraph and insert “Operator shall deliver the available Project Water in amounts generally consistent with the Melded Ownership Interests of the Project facilities as specified in paragraph 1.11 herein, on a continuous basis, and in accordance with the specific operating interests established from time to time by the Operating Committee. However, during drought conditions when no Project Water is available for withdrawal from Clear Lake, the division and delivery of Project Water will be according to the respective ownership interests provided in Section 4.3, paragraphs 4.3.1 and 4.3.2.”

6. Replace title with “ALLOCATION AND PAYMENT OF OPERATING COSTS”

6.1 Delete the remainder of the paragraph after “Steam Supplier Facilities” and substitute “ and the SEGEP Phase II Facilities shall be shared in proportion to the Melded Ownership Interest of each Party, as specified in paragraph 1.11 herein.”

Replace paragraph 6.5 with “Special Allocations. The electricity costs for pumping the Project Water shall be allocated separately from the other Operations and Maintenance costs for each month.”

Replace paragraph 6.5.1 with “When the monthly average delivery rate is equal to or less than 6,100 gpm, that portion of the electricity costs not borne by LACOSAN shall be allocated between the Parties in proportion to the amount of Project Water each received.

Add 6.5.1.1 When the monthly average delivery rate is more than 6,100 gpm, and Calpine has not exercised its option provided in paragraph 4.4, the amount of Project Water actually received by Calpine, divided by the total delivery amount possible during that time period at the delivery rate of 6,100 gpm determines a percentage, and that percentage of the amount of electricity consumed when the system is operated at 6,100 gpm shall be Calpine’s share of the total amount of electricity actually consumed during that time period. That portion of the electricity costs not borne by LACOSAN shall be allocated between the Parties based on their respective shares of the electricity consumed.

Add 6.5.1.2 When the monthly average delivery rate is more than 6,100 gpm, and Calpine has exercised its option provided in paragraph 4.4, then that portion of the electricity costs not borne by LACOSAN shall be allocated between the Parties in proportion to the amount of Project Water each received.

Replace paragraph 6.5.2 with "Calpine shall provide all necessary electricity for pumping power to Bear Canyon Pumping Stations at the price provided in Exhibit "A", so long as such price is not higher than the price of power otherwise available to the Project. Calpine's monthly share of Operations and Maintenance Work costs will include, as appropriate, a credit or debit for the value of such power calculated by multiplying the total kilowatt hours of power used by the price provided in Exhibit "A"."

Add 6.5.3 If requested by either Party, NCPA shall provide the electricity needed at the Bear Canyon Pumping Stations to deliver Project Water at those delivery rates that are above 6,100 gpm. NCPA's monthly share of Operations and Maintenance Work costs will include, as appropriate, a credit or debit for the value of such power calculated by multiplying the total kilowatt hours of power used by the price provided in Exhibit "A", or as otherwise agreed upon by the Parties.

7.1 On line 3 after "Steam Suppliers Facilities" insert "and SEGEP Phase II Facilities,"

8.1 On line 3 after "Suppliers Facilities" insert "and SEGEP Phase II Facilities," and at the end of the paragraph after "Steam Suppliers Facilities" insert "and SEGEP Phase II Facilities."

Delete paragraph 13.2 and renumber paragraph 13.3 as 13.2.

19. Notices Delete reference to "CGC" and "U-N-T" under "Party" and "Address" and replace with "Calpine"

10350 Socrates Mine Road  
Middletown, CA 95461  
Attn: VP-Geothermal Resource Management

20.1 Replace line 1 with "This document and Amendment No. 1 hereto represent and contain the entire agreement and". On line 5, delete "CGC, and U-N-T" and replace with "Calpine."

NORTHERN CALIFORNIA POWER AGENCY

Dated: 12/10/01, 2001

By: 

CALPINE CORPORATION

Dated: 12/20/01, 2001

By: W.T. Boy

**AMENDED AND RESTATED  
STEAM SUPPLIERS JOINT OPERATING AGREEMENT  
SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT**

Between

**NORTHERN CALIFORNIA POWER AGENCY**

and

**CALPINE CORPORATION**

TABLE OF CONTENTS

RECITALS

1. DEFINITIONS.....2

2. EFFECTIVE DATE.....3

3. TERM .....3

4. OWNERSHIP INTERESTS .....4

    4.1 Percentage Shares .....4

    4.2 Project Water .....4

5. OPERATIONS AND MAINTENANCE.....5

    5.1 Operating Committee.....5

    5.2 Operator .....6

    5.3 Delivery and Acceptance of Project Water.....9

    5.4 Suspension of Operations .....9

6. ALLOCATION AND PAYMENT OF COSTS .....10

    6.1 General Rules.....10

    6.2 Payment.....10

    6.3 Advances and Payments by Non-Operator .....10

    6.4 Adjustments .....10

    6.5 Special Allocations .....10

    6.6 Commingling of Funds .....11

    6.7 Audits.....11

7. ABANDONMENT AND RESTORATION.....12

8. RIGHTS RESERVED BY ALL PARTIES.....12

    8.1 Access to Project.....12

    8.2 Right to Inspect Books and Records.....12



8.3	Right to Audit .....	12
9.	TAXES.....	13
9.1	Property Taxes .....	13
9.2	Individual Withdrawal .....	13
9.3	Other Taxes.....	13
10.	INSURANCE.....	13
10.1	Worker’s Compensation .....	13
10.2	Other Insurance.....	13
11.	LIABILITY AND INDEMNIFICATION .....	14
12.	OBLIGATIONS AND RELATIONSHIPS OF THE PARTIES .....	14
12.1	Best Efforts .....	14
12.2	Individual Liability .....	14
12.3	No Agency .....	14
13.	INDIVIDUAL WITHDRAWAL.....	14
13.1	Notice of Withdrawal.....	14
13.2	Effect of Assignment .....	15
14.	ASSIGNMENTS.....	15
15.	TERMINATION.....	15
16.	DISPUTE RESOLUTION.....	15
16.1	Mediation.....	15
16.2	Arbitration.....	16
16.3	Selection of Arbitrator .....	16
16.4	Discovery .....	16
16.5	Pre-hearing Conference .....	16
16.6	Hearing Location and Time .....	17
16.7	Decision .....	17

16.8	Interest.....	17
16.9	Confidentiality .....	17
16.10	Party Representative .....	17
16.11	Costs.....	18
16.12	Statute of Limitations.....	18
16.13	Exclusivity .....	18
17.	FORCE MAJEURE .....	18
18.	COMPLIANCE WITH LAWS.....	19
19.	NOTICES.....	19
19.1	Addresses .....	19
19.2	Changes.....	19
20.	ENTIRE AGREEMENT.....	20
21.	SEVERABILITY .....	20
22.	WAIVERS AND AMENDMENTS .....	20
23.	NO DEDICATION OF FACILITY .....	21
24.	THIRD PARTY BENEFICIARIES.....	21
25.	DEFAULT .....	21
26.	ATTORNEY’S FEES .....	21
27.	COUNTERPARTS .....	22
	EXHIBIT A.....	24

STEAM SUPPLIERS JOINT OPERATING AGREEMENT  
SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT

THIS SECOND AMENDMENT AND RESTATEMENT OF THE STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT (Agreement), is entered into and dated as of this 18<sup>th</sup> day of September, 2003, by and between NORTHERN CALIFORNIA POWER AGENCY, a California joint powers agency and public entity, with its principal executive offices at 180 Cirby Way, Roseville, California 95678 ("NCPA") and CALPINE CORPORATION, a Delaware corporation, with its principal executive offices at 50 West San Fernando Street, San Jose, California 95113 ("Calpine"), referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties originally entered into a STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT on July 25, 1995 that established and provided for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Southeast Geysers Effluent Pipeline Project (Project) which commences at the Point-of-Delivery and terminates at The Geysers Terminus; and

WHEREAS, the Parties first amended that STEAM SUPPLIERS JOINT OPERATING AGREEMENT on December 20, 2001 to recognize that Calpine had acquired the geothermal interests of PG&E and Unocal at The Geysers and therefore owned a 2/3 interest in all of the Steam Suppliers Facilities of the Project, to recognize that NCPA had entered into an agreement with Lake County Sanitation District (LACOSAN) to fund Basin 2000 Facilities to deliver additional effluent to the Project, and to provide how the Project Water was to be henceforth distributed among other issues; and

WHEREAS, Calpine has recently expressed a willingness to transfer to NCPA a portion of its interest in the Project and a portion of its rights to Project Water for specific considerations, and NCPA has expressed a willingness to provide those same specific considerations; and

WHEREAS, the Parties intend to combine in this single document their original agreement as restated and amended in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 "Gross negligence" shall mean the want of even scant care or an extreme departure from the ordinary standard of conduct.

1.2 "Operation and Maintenance Work" shall mean all labor, services, and material required to operate the Steam Suppliers Facilities in compliance with their design specifications and prudent industry practices, and to maintain Steam Suppliers Facilities in good working order, and to monitor and mitigate any impact on the environment.

1.3 "Point-of-Delivery" shall mean the intake side of the pump station located along Bear Canyon Road that is closest to Highway 175.

1.4 "Project Water" shall mean that water which is delivered to the Parties by LACOSAN at the Point-of-Delivery pursuant to the Joint Operating Agreement Southeast Geysers Effluent Pipeline (SEGEP) Project originally dated July 25, 1995 and amended on December 4, 2001 and the Steam Suppliers Joint Operating Agreement including Amendment 1.

1.5 "Steam Suppliers Facilities" shall mean the pumps, pipeline, instrumentation and other property utilized directly in connection with transporting Project Water from the Point-of-Delivery to The Geysers Terminus, including the Project's transformer at Calpine's Unit 16 and the section of 21 kv power line that connects from Unit 16 to the Bear Canyon Pump Stations.

1.6 "The Geysers Terminus" shall mean that location known as NCPA's "C" Pad, located in the northeast corner of Section 3, Township 10 North, Range 8 West, MDB&M in The Geysers field.

1.7 “Basin 2000 Facilities” shall mean all facilities that will be used to supply and deliver the additional effluent from Northwest Regional Wastewater Treatment Plant (NWRWTP) to the Project, including intake structures, the main pipeline, pump stations, and a new separate flow meter at the NWRWTP. The Basin 2000 Facilities are expected to supply the Project with a minimum of 1,700 gallons per minute (gpm) on average, subject to normal interruptions for maintenance.

1.8 “SEGEF Phase II Facilities” shall mean those upgrades to the existing SEGEF system necessary to increase the delivery rate of the Project to at least 6,400 gpm. The upgrades are expected to include one new booster pump station near “B” street containing two 500 HP pumps, replacement of the existing eleven 450 HP Union pumps and motors and one 450 HP Goulds pump and motor in the Bear Canyon Pump Stations with twelve 500 HP Goulds pumps and motors, VFD replacement at the Bear Canyon Pump Stations, a new fiber optic communication line from NCPA’s control room to the Bear Canyon Pump Stations, and an improved cooling system at the Bear Canyon Pump Stations.

1.9 “NCPA’s 21 kv Delivery System” shall mean that 21 kv power delivery system, wholly owned and operated by NCPA, that connects the transformer in the switchyard at NCPA’s Power Plant #1 to switch “1292” located near Bear Canyon Pump Station #3.

## 2. EFFECTIVE DATE

This Agreement shall be effective and binding when it has been duly executed by both Parties.

## 3. TERM

The term of this Agreement shall be for a period of twenty-five (25) years from the effective date hereof, unless this Agreement is sooner terminated pursuant to Sections 13.1, 13.2 or 15 of this Agreement. If upon expiration of said term, the Parties elect to continue operations, the Parties agree to extend this Agreement for a term of not less than five (5) years.

4. OWNERSHIP INTERESTS

4.1 Percentage Shares. Calpine hereby releases and transfers to NCPA, and NCPA hereby accepts, 1/6 of Calpine's formerly described 2/3 ownership interest. The Parties acknowledge, stipulate and agree that, for all purposes of this Agreement, the respective undivided ownership interests of the Parties to this Agreement are:

<u>Party</u>	<u>Interest</u>
NCPA	50 percent
Calpine	50 percent

For all purposes of this Agreement, unless specifically changed by agreement of the Parties, all Steam Suppliers Facilities and all SEGEP Phase II Facilities shall be owned by the Parties as tenants in common and, all costs and liabilities incurred in operations hereunder shall be borne and paid in the percentages set forth above in the column captioned "Interest".

4.2 Project Water. The Parties acknowledge that there are multiple sources of Project Water and that the Parties have different ownership interests in these sources. The water delivered by LACOSAN to the Point of Delivery is to be distributed as follows:

4.2.1 During non-drought years when the Project is allowed to withdraw water from Clear Lake, Calpine will receive 2/3 of the water when the delivery rates are 5,400 gpm or less, and NCPA will receive 1/3. NCPA will receive all of the additional increment of water when the Project is operated between 5,400 gpm and 6,100 gpm, and Calpine and NCPA will equally share in the additional water when the Project is operated above 6,100 gpm. These rates will be calculated on a daily basis.

4.2.2 During drought years when the Project is not allowed to withdraw any water from Clear Lake, Calpine shall receive 2/3 of the effluent flow from Clearlake Oaks Wastewater Treatment Plant, from LACOSAN's Southeast Regional Treatment Plant, and from the Middletown Treatment Plant; Calpine shall have no rights to effluent from the Basin 2000 facilities that include LACOSAN's NW Treatment Plant and NCPA shall have all rights to such effluent.

4.2.3 Calpine will have the right to all of the portion of the Clear Lake water unused by the Project, if any, if extraction by Calpine from other areas of Clear Lake becomes possible.

## 5. OPERATIONS AND MAINTENANCE

### 5.1 Operating Committee

5.1.1 Creation and Composition. An Operating Committee is hereby created consisting of two (2) members appointed by each Party to this Agreement designating in writing its respective representative and that representative's address to the other Parties. Such representatives may be changed from time to time in like manner. Such Committee shall meet in Santa Rosa, California, or at such other place as may be mutually agreed upon at the request of any member on ten (10) days' written notice, unless such notice is waived, for the purpose of reviewing operations and information pertaining to the progress of operations, and directing Operator with regard to operations hereunder. Operator, as designated in Section 5.2.1, or the member calling the meeting shall present an agenda together with the notice of such meeting. Relevant additional matters may be considered at the meeting but may not be approved until adequate notice is given to the other members of the Operating Committee. Operator will keep the Operating Committee informed of the progress of work and provide the members of the Operating Committee with all reports and information upon request.

5.1.2 Decisions of the Operating Committee. The Operating Committee shall approve the annual budgets authorized under this Agreement, shall determine the distribution between the Parties of the maintenance responsibilities for the two 21 kv power supply systems available to supply power to the Bear Canyon Pump Stations, and may approve any Authority for Expenditure as defined in Section 5.2.8. The Party required to supply the power to operate the three Bear Canyon Pump Stations in order to deliver the Project Water shall be established from time to time by the Parties. No action shall be taken by the Operating Committee unless unanimous approval has been given by all voting members. Absent members may vote for agenda items by telefax or by mail addressed to Operator.

5.1.3 Voting Interests. Each Party's voting interest of its members shall be equal to the percentage interests of the Party as specified in Section 4.1.

5.1.4 Substitute Party. If a Party assigns its interest under this Agreement to another person or entity pursuant to Section 14, such assignee shall appoint a member to the Operating Committee.

5.1.5 Telephone Meetings. Any provision in this Section 5 to the contrary notwithstanding, meetings of the Operating Committee may be held by telephone if the members agree. If any meeting of the Operating Committee is held by telephone, all action and votes taken at such meeting shall be immediately confirmed in writing.

## 5.2 Operator

5.2.1 Designation of Operator. NCPA is hereby designated Operator of the Steam Suppliers Facilities and in such capacity shall have the right to conduct and manage the Steam Suppliers Facilities and Project Water for the account of the Parties hereto, subject, however, to the instructions of the Operating Committee and the provisions of this Agreement.

5.2.2 Operator's Performance. The Operator shall exercise its judgment and discretion in good faith and in accordance with the terms hereof. The Operator shall act in accordance with generally accepted engineering practices and will not violate the decisions of the Operating Committee in the absence of an emergency. The Parties shall share all costs of Operator's action under this Agreement on the basis of the percentage interests set forth in Section 4.1 above, except for costs arising out of the gross negligence or willful misconduct of the Operator.

5.2.3 Operator's Employees. The number of employees, their selection, the hours of labor and the compensation for services performed shall be determined by Operator. All such employees shall at all times remain the employees of Operator.

5.2.4 Liens and Encumbrances. Operator shall endeavor to keep the Steam Suppliers Facilities free and clear of any liens and encumbrances occasioned by the operations hereunder, provided, however that if any lien or encumbrance should attach, Operator shall promptly give notice of such lien or encumbrance to the other Party.



5.2.5 Records. Operator shall keep correct books, accounts and records of all operations at Operator's Geysers office.

5.2.6 Reports. Operator shall furnish to the other Party such reports as the Operating Committee may require Operator to prepare from time to time, and shall no less frequently than quarterly furnish unaudited reports of operating costs and maintenance, and Project Water disbursement.

5.2.7 Budgets. Operator shall prepare and submit to the Operating Committee for approval a budget of estimated expenses for each fiscal year no later than the first day of May of each year. The fiscal year shall begin on July 1. Each budget shall separately identify any and all planned capital expenditures. Each budget shall enumerate the estimates by quarterly periods, describing each item in reasonable detail. Budgets shall be estimates only and may be amended as necessary by the Operating Committee. A copy of each budget and amended budget shall promptly be furnished to each Party.

5.2.8 Authority for Expenditure. An Authority for Expenditure ("AFE") is a document authorizing Operator to make expenditures for the purposes stated in the AFE. An AFE shall be submitted by Operator for approval by the Parties for:

- a. All unbudgeted capital expenditures.
- b. Budgeted single capital expenditures in excess of \$5,000.00.
- c. Unbudgeted expenses in excess of \$5,000.00.

The AFE shall be prepared by Operator and submitted to the non-operating Party. An AFE must have unanimous approval of the Parties in order to be effective. Both Parties shall have thirty (30) days in which to approve or not to approve the expenditure. A Party not responding within thirty (30) days will be deemed to have voted to approve the expenditure. If an AFE becomes effective, each Party is liable for any expenditures incurred in connection with the purposes stated in the AFE to the extent of its interest as specified in Section 4.1. An informational AFE may be submitted by Operator for expenditures not requiring approval.

5.2.9 Emergency Expenditures. Notwithstanding any other provision of this Agreement to the contrary, in the event of an emergency, as determined in good faith by Operator, the Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency and both Parties shall be liable for said expenditures on the basis of the percentage interests set forth in Section 4.1 above. Operator shall report to the Operating Committee as promptly as possible the nature of the emergency and the action taken.

5.2.10 Resignation or Removal of Operator. Operator may resign at any time by giving written notice thereof to the non-operating Party. If Operator terminates its legal existence, no longer holds an interest in the Steam Suppliers Facilities or if Operator becomes insolvent, bankrupt or is placed in receivership, it shall be deemed to have been removed without any action by the other Party except the selection of a successor. Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator, or removal or bankruptcy, insolvency or receivership unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after the effective date of resignation or removal, shall be bound by the terms hereof as a non-operating Party. A change of corporate name or structure of Operator or transfer of Operator's interest to any single member entity or multiple member entity, parent or successor corporation or subsidiary shall not be the basis for removal of Operator.

5.2.11 Notwithstanding anything contained in Section 25, if a dispute between the Parties arises because the Non-operator Party believes that the Operator has failed or refused to carry out its duties hereunder or is no longer capable of serving as operator, the dispute shall be referred to dispute resolution according to the procedure specified in subsection 5.2.12 below. If it is determined by the arbitrator that Operator has failed or refused to carry out its duties hereunder or is no longer capable of operating as operator, the other Party shall proceed as set forth in subsection 5.2.13 and select a successor Operator.

5.2.12 Arbitration: Any dispute under Section 5.2.11 above shall be directly submitted to dispute resolution in accordance with Section 16 of this Agreement.

5.2.13 Upon the resignation or removal of Operator, a successor Operator shall be selected by unanimous vote of the Parties. In the event the Parties are unable to agree on a successor Operator, the Parties shall proceed in accordance with Section 16 of the Agreement.

### 5.3 Delivery and Acceptance of Project Water

5.3.1 Commencement. Operator shall commence delivery and the Parties shall receive and accept Project Water transported by the Steam Suppliers Facilities to The Geysers Terminus or other mutually accepted location(s), no later than thirty (30) days following completion of the Project construction.

5.3.2 Division of Project Water. Operator shall deliver the available Project Water in amounts generally consistent with the provisions contained in subsections 4.2.1 and 4.2.2, on a continuous basis, and in accordance with instructions as to deliveries or exchanges to which the Parties may agree from time to time.

5.3.3 Metering of Project Water. Operator shall operate and maintain in accurate working order metering devices properly equipped and located for the measurement of the Project Water to be delivered hereunder. The Parties shall have access to inspect and test such equipment at all reasonable times, but readings, calibrations, adjustments, repair and other maintenance thereof shall be conducted by Operator.

5.4 Suspension of Operations. The Parties acknowledge that the injection of Project Water as a means of augmenting The Geysers geothermal reservoir is a process which may or may not achieve the desired results, or which may have effects beyond the contemplation of the Parties. Therefore, the Parties hereto may individually or jointly suspend delivery or acceptance of Project Water if at any time during the term of this Agreement a State or Federal agency concludes that the injection of Project Water is causing significant adverse health, safety or environmental effects, or if a Party concludes that the operations are causing interference with its steam production or having adverse effects upon its geothermal facilities, or if contractual or economic conditions make continued operations impractical. Any Party may continue to suspend operations hereunder until such time as the cause can be remedied.

## 6. ALLOCATION AND PAYMENT OF COSTS

6.1 General Rules. Except as otherwise provided herein, all costs and expenses incurred pursuant to the terms and provisions of this Agreement and which relate directly to the Steam Suppliers Facilities shall be shared in proportion to the percentage interest of each Party, as specified in Section 4.1 herein.

6.2 Payment. Operator shall endeavor to bill the non-operator Party on or before the last day of each month for its percentage interest of the actual Operation and Maintenance Work costs for the preceding month. Such bills will be accompanied by statements that identify all charges and credits. Any unusual charges or credits shall be separately identified and fully described in detail. The non-operator Party shall pay its percentage interest of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate quoted by the Bank of America NT & SA plus one and one-half percent (1 1/2%) per annum or the maximum contract rate permitted by the applicable usury laws of the State of California, whichever is the lesser, plus attorney's fees, court costs, and other costs incurred in connection with the collection of unpaid amounts.

6.3 Advances and Payments by Non-Operator. Operator may require the non-operator Party to advance its share of the estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the non-operator.

6.4 Adjustments. Payment of any such bills shall not prejudice the right of the non-operator Party to protest or question the correctness thereof; provided, however, all bills and statements rendered to the non-operator Party by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within such twenty-four (24) month period the non-operator Party takes written exception thereto and makes claim on Operator for adjustment. No adjustment unfavorable to Operator shall be made unless it is made within the prescribed period.

6.5 Special Allocations. The electricity costs for pumping the Project water shall be allocated separately from other Operation and Maintenance Work costs for each

month. Each Party's share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month.

6.5.1 The value of supplying the power to operate the three Bear Canyon Pump Stations in order to deliver the Project Water shall be established from time to time by the Parties, and the agreed upon value of that power shall be that specified in Exhibit "A" of this Agreement.

6.5.2 Each Party's monthly share of Operation and Maintenance Work costs will include, as appropriate, a credit or debit for the value of such power calculated by multiplying the total kilowatt hours of power used by the Party by the value of power as described in Exhibit A herein.

6.5.3 Operations and Maintenance Work costs other than pumping power costs shall continue to be allocated based on each Party's percentage interest as specified in Section 4.1

6.5.4 NCPA shall pay for all of the costs up to \$2.5 million (Two Million Five Hundred Thousand Dollars) to purchase and install the SEGEP Phase II Facilities described in Section 1.8, as partial consideration for Calpine transferring and releasing to NCPA of a portion of Calpine's Project Water. Notwithstanding the foregoing sentence, the non-power Operations and Maintenance Work costs to operate and maintain these facilities will be allocated based on each Party's percentage interest as specified in Section 4.1.

6.5.5 As further consideration for Calpine transferring to NCPA a portion of Calpine's Project Water, NCPA will pay Calpine \$450,000 (Four Hundred Fifty Thousand Dollars) upon the effective date of this Agreement.

6.6 Commingling of Funds. No funds received by Operator under this Agreement need be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

6.7 Audits. The non-operator Party, upon notice in writing to Operator, shall have the right to audit Operator's accounts and records relating to this Project for any calendar year within the twenty-four (24) month period following the end of such

calendar year; provided, however, the making of an audit shall not extend the time for taking written exception to and making adjustments of accounts as provided for above. The non-operator Party shall make every reasonable effort to conduct joint or simultaneous audits in a manner that will result in a minimum of inconvenience to the Operator. The audit shall not be conducted more than once a year without prior approval of the Operator.

## 7. ABANDONMENT AND RESTORATION

Upon final termination of this Agreement, each Party shall be responsible for a share of the costs and expenses involved in removing or decommissioning the Steam Suppliers Facilities and SEGEP Phase II Facilities, less any salvage value. The Operator shall calculate each Party's percentage share of such abandonment costs based on the total amount of water taken by each Party as a percent of total Project Water delivered by LACOSAN during the term of this Agreement.

## 8. RIGHTS RESERVED BY ALL PARTIES

8.1 Access to Project. Each Party shall at all times during the term hereof make reasonable efforts to provide for the other Party to have reasonable access to the Steam Suppliers Facilities and SEGEP Phase II Facilities, including facilities under construction, and to all data and documents concerning current Operation and Maintenance Work affecting any Steam Suppliers Facilities and SEGEP Phase II Facilities.

8.2 Right to Inspect Books and Records. The non-operating Party shall at all reasonable times have the right to inspect Operator's books and accounts relating to operations hereunder.

8.3 Right to Audit. The non-operating Party shall have the right to audit Operator's books and accounts pertaining to operations in accordance with the provisions of Section 6.7.

## 9. TAXES

9.1 Property Taxes. Each Party shall be responsible for payment of the real and personal property taxes assessed upon its interest in the property used or held by Operator for operations hereunder. If the property should be assessed as a unit, the Operator shall prepare and file all property tax returns and shall bill the non-operating Party on the basis of its respective share of the portion of the property that is subject to taxation. Such billings shall be paid at least 10 days prior to the dates on which the tax payments are due. At the request of either Party, the Operating Committee shall take responsibility for conducting discussions with the proper taxing authorities relating to the assessment and taxation of such property and shall assist in resolving disputes over property tax assessments.

9.2 Individual Withdrawal. Should either Party withdraw from this Agreement pursuant to Section 13, Individual Withdrawal, such Party will be required to pay a prorated share of property taxes attributable to its percentage interest for the tax year in which the Party withdraws from this Agreement. The withdrawing Party will not be required to pay property taxes for the remaining duration of this Agreement.

9.3 Other Taxes. Each Party shall be individually responsible for any taxes levied or assessed on potential or actual generation increases or reduction of decline rates due to the injection of Project Water into each Party's respective geothermal property.

## 10. INSURANCE

10.1 Worker's Compensation. Operator shall procure and maintain, for the benefit of both Parties, Worker's Compensation Insurance required by the State of California. If it qualifies, Operator may elect to be a self-insurer with respect to Worker's Compensation Insurance. In either case Operator may charge the other Party its share, as specified in Section 4.1, of the actual cost of the premiums for such insurance.

10.2 Other Insurance. Operator shall procure and maintain such other insurance for the benefit of the Parties as may be required by the Operating Committee. The net premiums for such insurance shall be charged to each Party based on its interest as specified in Section 4.1 and paid pursuant to the terms in Section 4.1.

## 11. LIABILITY AND INDEMNIFICATION

Except for the failure to make monetary payments as required by this Agreement, and except for damage resulting from a breach of this Agreement, willful misconduct, gross negligence, conscious disregard or breach of fiduciary obligation, (a) no Party, nor any of its members, directors, members of its governing body, officers or employees shall be liable to any other Party for any loss or damage resulting from, or in any way related to, the performance or nonperformance of its obligations under this Agreement, and (b) any and all liability to third parties and any liability arising from the consequence of any violation or alleged violation of permit, statutes, ordinances, orders, rules or regulations of any governmental entity arising out of the performance of this Agreement shall be shared among the Parties in proportion to the percentage interest set forth in Section 4.1 of this Agreement.

## 12. OBLIGATIONS AND RELATIONSHIPS OF THE PARTIES

12.1 Best Efforts. Each Party shall use its best efforts and work diligently, in good faith, and in a timely manner, to carry out the duties and obligations imposed by this Agreement.

12.2 Individual Liability. The duties, obligations and liabilities of the Parties shall be several and not joint or collective and nothing contained herein is intended to create a partnership, joint venture, association, or trust among the Parties. Each Party shall be responsible only for its obligations as specified herein, and shall be liable only for its percentage interest as defined in this Agreement in Section 4.1.

12.3 No Agency. Except as expressly provided for in this Agreement or other Project agreements, no Party shall be the agent of or have the right or power to bind another Party.

## 13. INDIVIDUAL WITHDRAWAL

13.1 Notice of Withdrawal. Except as otherwise provided in Section 13.2 below, after the expiration of three (3) years from the commencement of operations hereunder, a Party shall have the right, upon two (2) years advance written notice, to



withdraw from this Agreement by assigning and transferring in writing all its right, title and interest in the Project to the remaining Party that does not then wish to withdraw.

13.2 Effect of Assignment. Any assignment made as a result of a withdrawal by a Party pursuant to this Section 13 shall not relieve the withdrawing Party from any obligation or liability incurred or created prior to the date that the notice is received, including but not limited to the obligations set forth in Section 7.1 of this Agreement, and provided further that any and all interests created out of such withdrawing Party's interest shall from and after the date of such assignment be subject to the terms of this Agreement and shall be chargeable with the pro rata portion of all expenses thereunder in the same manner as if such interest were a working interest. The right of a withdrawing Party to any benefits subsequently accruing hereunder shall cease upon the effective date of the withdrawal. The withdrawing Party shall be relieved of all obligations and liabilities that arise subsequent to the effective date of the withdrawal.

#### 14. ASSIGNMENTS

No Party shall have the right to assign, either in whole or in part, any of the rights, duties or obligations related or imposed under this Agreement without the prior written consent of the other Party, and said consent shall not be unreasonably withheld, except to the other Party to this Agreement or to a subsidiary, affiliate or the other party succeeding to all or substantially all of the Geysers geothermal interests of that Party provided that such subsidiary, affiliate or succeeding party assumes the assigning Party's obligations hereunder in writing. No sale or assignment as between the Parties shall relieve the assigning Party of any duties or obligations which accrued prior to the effective date and time of such sale or assignment.

#### 15. TERMINATION

The Parties may jointly terminate this Agreement at any time during the term hereof by the unanimous written consent of the Parties.

#### 16. DISPUTE RESOLUTION

16.1 Mediation. If a dispute arises from or relates to this Agreement, or breach thereof, and if such dispute cannot be settled through negotiation, the Parties agree to first

try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association (“AAA”).

16.2 Arbitration. If the Parties are unable to resolve the dispute within thirty (30) days after service of the mediation request, any Party may serve on the other Party a demand for arbitration. Any dispute shall be subject to arbitration under the Commercial Arbitration Rules of the AAA as amended and supplemented by the terms of this Section. The demand shall set forth the nature of the dispute, the amount involved, the remedy sought, and the locale requested for the arbitration hearing (the “Hearing”). Any demand or a counterclaim shall be served within twenty (20) days after service of the demand for arbitration, and shall contain the same information required by this Section 16.

16.3 Selection of Arbitrator. If the Parties cannot agree on an arbitrator, they shall select the arbitrator from a list of five arbitrators experienced in complex engineering, construction or contract disputes, to be submitted to the Parties by the AAA. Each Party shall be entitled to strike two names from such list and the last name shall be the arbitrator. The Parties shall draw lots to determine the order in which they strike the names. Either Party may request the AAA to disqualify an arbitrator for bias, personal or financial interest, or relationship with any Party, pursuant to the rules of the AAA.

16.4 Discovery. Each Party shall have the right to limited discovery from the other Party as follows: (a) each Party shall be entitled to demand the production, no later than fifteen (15) days before the Hearing, of any documents the other Party intends to rely upon at the Hearing for its case-in-chief, and any documents which refer or relate to the matters at issue in the Arbitration; (b) either Party may demand production, no later than ten (10) days before the Hearing, of the list of witnesses the other Party intends to call at the Hearing for its case-in-chief, together with a brief description of the testimony of each witness; and (c) either Party shall be entitled to take a total of three (3) days of depositions of the other Party’s employees or other witnesses, which may be extended only for good cause. Any dispute over discovery shall be submitted to the arbitrator for decision.

16.5 Pre-hearing Conference. The arbitrator shall convene a pre-hearing conference at least ten (10) days before the Hearing to determine procedures for the Hearing, including evidence to be submitted, evidentiary objections, length of the Hearing and other matters.

16.6 Hearing Location and Time. The Hearing shall begin not later than ninety (90) days after service of the demand or cross-demand for arbitration, whichever is later. The Hearing shall be held at a location mutually agreed by the Parties. If the Parties are unable to agree Santa Rosa shall be the hearing locale. The Hearing shall proceed under the rules and procedures of the AAA or as mutually agreed by the Parties.

16.7 Decision. The arbitrator's decision shall be rendered within thirty (30) days of the submission of all evidence. The decision shall be final and binding on the Parties and their successors, and may be confirmed in any competent Court having jurisdiction. The arbitrator may direct specific performance and may award other equitable relief, but the arbitrator is not empowered to award punitive damages, treble damages or other damages in excess of actual damages, except as indemnification under Section 11 "Liability and Indemnification" of damages owing to a third party.

16.8 Interest. The prevailing Party shall be entitled to interest, compounded monthly, on the net amount of the award, at the then-current prime lending interest rate used by the Bank of America, plus three (3) percentage points. The interest shall accrue from the date the arbitration request under Section 16.2 "Arbitration" is served through the date the award is paid.

16.9 Confidentiality. Notwithstanding anything to the contrary contained in this Section 16, the Parties shall execute an agreement with the mediator or the arbitrator, which shall (a) require the mediator or the arbitrator to treat any information conveyed to them as confidential, and prohibit disclosure of any confidential or trade secret information; (b) make California Evidence Code Section 1152.5 applicable to the mediation or arbitration; and (c) for the arbitration, prohibit any ex parte contacts with the arbitrator without the explicit consent of the other parties, unless the arbitrator initiates the contacts and they are made part of the record. Any information presented at the mediation or arbitration shall be neither admissible nor discoverable in any regulatory proceeding or in any action, as provided in Section 1152.5 of the Evidence Code.

16.10 Party Representative. Each Party shall have in attendance throughout the mediation and arbitration proceedings a designated representative who has: (a) sufficient authority to negotiate and recommend compromise within the full monetary range of the dispute; and (b) little or no direct involvement in the dispute.

16.11 Costs. The prevailing Party shall be entitled to its costs incurred in connection with the procedures described in this Section 16.

16.12 Statute of Limitations. The service of an arbitration request under Section 16.2 shall suspend the running of any statute of limitations applicable to the dispute for which the negotiation request is made. The Parties shall jointly take any action required in order to effectuate the suspension.

16.13 Exclusivity. The procedures specified in this Section 16 shall be the sole and exclusive procedures for the resolution of disputes. However, a Party may seek a preliminary injunction or other preliminary judicial relief in order to avoid great or irreparable injury, or waste to the extent otherwise permitted by law. Despite such action, the Parties shall continue to participate in good faith in the procedures specified in this Section 16.

## 17. FORCE MAJEURE

If as a result of force majeure, which means acts of God, strikes, lockouts, or other disturbances, acts of the public enemy, wars, insurrections, riots or acts of terrorism, epidemics, landslides, earthquake, severe weather conditions, fires, storms, floods, washouts, or acts of restraint by any governmental agency or any other cause whether similar or dissimilar to the foregoing enumerated causes not within the control of the Party or Parties claiming suspension, any Party is unable to carry out its obligations under this Agreement wholly or in part, such Party shall give prompt written notice to the other Party of the force majeure with reasonably full particulars concerning it. Thereupon, except for obligations to make payment of money, the obligation of the Party giving the notice, so far as it is affected by the force majeure, shall be suspended to the extent of and during, but no longer than, the continuance of the force majeure; provided the non-performing Party promptly and persistently pursues all the alternatives reasonably available to remedy its ability to perform and the non-performing Party resumes performance of its obligations as soon as possible. The other Party shall also be relieved of its obligations to the extent such Party or other Party cannot perform due to such event of force majeure.

18. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal, state, and local laws and the rules and regulations of any federal, state, local or other government agency having jurisdiction over the activities and operations conducted pursuant to this Agreement.

19. NOTICES

19.1 Addresses. Any and all notices or other communications required or permitted by this Agreement, or by the law, to be delivered to, served on, or given to either Party to this Agreement shall be in writing and shall be deemed properly delivered when personally delivered to the Party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed to the parties as follows:

<u>Party</u>	<u>Address</u>
NCPA	P.O. Box 663 Middletown, CA 95461 Attn. Steam Field Superintendent
	With a copy to:  General Manager Northern California Power Agency 180 Cirby Way Roseville, CA 95678
Calpine	10350 Socrates Mine Road, Middletown, CA 95461 Attn. VP-Geothermal Resource Management

19.2 Changes. Any Party hereto may change its address for the purpose of this Section 19 by giving written notice of such change in the manner prescribed by this Section 19 to the other Party to this Agreement.

## 20. ENTIRE AGREEMENT

This document represents and contains the entire Agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior oral and written agreements and understandings including the first amendments and second, except for the Project Construction Financing Agreement and the Joint Operating Agreement between LACOSAN, NCPA, and Calpine. No promises, agreements, or warranties additional to this Agreement shall be deemed to be a part hereof, nor will any alteration, amendment or modification hereto be effective unless confirmed in writing by the Parties or their duly authorized agents.

## 21. SEVERABILITY

In the event that any term, covenant, or condition of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person, entity, or circumstance by any court or agency having jurisdiction, such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby but shall remain in full force and effect unless a court or agency having jurisdiction holds that such provisions are not severable from the other provisions of this Agreement.

## 22. WAIVERS AND AMENDMENTS

No waiver shall be deemed to have been made by any Party of any of its rights under this Agreement unless the same shall be in writing signed on its behalf by a person authorized to make such a waiver. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Further, this Agreement shall not be amended or modified except by an instrument in writing signed by the Party against whom enforcement is sought.

23. NO DEDICATION OF FACILITY

Any undertaking by a Party under any provision of this Agreement is rendered strictly as an accommodation and shall not constitute the dedication of such Party's facilities to the public, to any other Party, or to any third party.

24. THIRD PARTY BENEFICIARIES

None of the promises, rights, or obligations contained in this Agreement shall ensure to the benefit of any person or entity not a Party to this Agreement, other than the rights of members of NCPA, which derive from their membership in NCPA.

25. DEFAULT

If any Party to this Agreement defaults in respect to any of its obligations under this Agreement, the non-defaulting Party shall notify the defaulting Party in writing, setting out in what respects the non-defaulting Party deems the defaulting Party to be in such default. If within thirty (30) days after receipt of such notice, the defaulting Party has corrected the default alleged by the non-defaulting Party, the defaulting Party shall not be deemed in default. Neither the service of said notice, nor the doing of acts by the defaulting Party aimed to correct any or all of the alleged defaults, shall be deemed an admission or presumption that the defaulting Party has failed in any respect to perform its obligations hereunder. If the defaulting Party fails to correct all or any of the alleged defaults within the allowable time, the non-defaulting Party, may proceed in accordance with Section 16.

26. ATTORNEY'S FEES

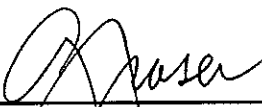
If any action at law or in equity, including arbitration pursuant to Section 16 above, is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such Party may be entitled, unless otherwise provided in this Agreement.

27. COUNTERPARTS

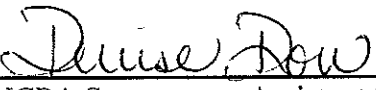
This Agreement may not be executed in counterparts and shall be deemed to constitute a single Agreement when executed by both parties on the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

NORTHERN CALIFORNIA POWER  
AGENCY


By:  Date: 9/18/03  
Name: George Fraser  
Title: General Manager

Witness:

By:   
NCPA Secretary or Assistant Secretary

Approved as to Form:

DENNIS W. DE CUIR  
A Law Corporation

By:   
Dennis W. De Cuir



CALPINE CORPORATION

By: W.T. Bosh Date: 9/8/03

Name:

Title: VP, Geothermal Resource Management

Witness:

By: Denny Keith  
Regional Power VP, Geothermal

## **EXHIBIT A**

(effective as of April 1, 2003)

### **Statement of the Value of the Pumping Power delivered to the Bear Canyon Pump Stations as part of the operation of the Southeast Geysers Effluent Pipeline Project**

The pumping power at Bear Canyon shall be provided as follows:

NCPA will provide all project power to operate the three Bear Canyon Pump Stations at \$40/Mwhr for the period April 1, 2003 through December 31, 2006. Under emergency conditions, when NCPA is incapable of supplying power, NCPA may request that Calpine temporarily supply the power needed until NCPA's capability has been restored.

Calpine and NCPA will jointly develop a mutually acceptable plan for either or both Parties to provide the Bear Canyon Pumping Stations power requirements after December 31, 2006.



December 20, 2006

Mr. Dennis Gilles  
Vice President, Calpine Corporation  
10350 Socrates Mine Road  
Middletown, CA 95409

PO Box 883  
12000 Ridge Road  
Middletown, CA 95461

George Fraser  
general manager

www.ncpa.com

Re: Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project) of the Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project, between Calpine Corporation and NCPA, dated September 18, 2003 ("SEGEP Agreement").

Dear Dennis:

As we discussed, and Pursuant to section 22 of the SEGEP Agreement, which allows for revisions to the agreement by an instrument in writing, attached is our proposed amended Exhibit A to the referenced agreement. This Amended Exhibit A is necessary because the current contractual commitment by Northern California Power Agency (NCPA) to provide the power to operate the Bear Canyon Pump Stations terminates December 31, 2006. The Amended Exhibit is to be implemented effective January 1, 2007.

As a result of negotiations between Calpine Corporation and NCPA, the Operating Committee of the Project proposes that future power supplies be based on a prorated pumped volumes basis. Henceforth, beginning January 1, 2007, each Party is to supply its share of the power that is needed to deliver its share of the water to The Geysers delivery points. The terms of the present Agreement entitle Calpine to receive about 60% of the water that is being delivered under typical operating conditions. Consequently, it is proposed that Calpine agree to supply the power needed to operate both Bear Canyon Pump Stations #1 and #2, while NCPA agrees to supply the power needed to operate Bear Canyon Pump Station #3. Currently the power needs are typically 2.2 MWs for #1 plus #2, and 1.2 MWs for #3. Both Parties acknowledge and agree that they will provide temporary backup power service to the other as needed.

The accounting for the amount of power actually delivered each month, to the Bear Canyon Pump Stations, by each Party is to be based on meter readings made the first day of each month and reported within five (5) business days to the other party. As identified in the enclosed figure on Page 2, Calpine is to report on meters #3136 R7 and #1444 T5, and NCPA is to report on meter #12.

The value of the power supplied each month, by the Parties, is to be calculated using the simple mathematical average of the hourly weighted daily market prices for electricity as posted by the International Energy Exchange (IEX), as shown in the attached example, (or as



## **EXHIBIT A**

(As amended by letter agreement dated December 20, 2006, effective as of January 1, 2007)

### **Power Supply and the Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project**

**The Supply of Power to the Bear Canyon Pump Stations shall be as follows:**

- 1). Starting on or about January 1, 2007 Calpine is to supply the power needed to operate both Bear Canyon Pump Stations #1 and #2, while NCPA agrees to supply the power needed to operate Bear Canyon Pump Station #3.
- 2). Both Parties acknowledge that they are willing to provide temporary backup power service to the other as needed. Such temporary period is not to exceed 45 calendar days without written acknowledgement and agreement.
- 3). By the 5th business day of the each month the Parties are to inform each other of the metered delivery of MWhrs to the Bear Canyon Pump Station(s) during the previous month. Emailed or FAXED transmission will be accepted.

#### **Calculation of the Value of the Pumping Power to be Supplied to the Bear Canyon Pump Stations**

- 1). For the period January 1, 2007 through June 30, 2007 the value of the electricity being supplied by the Parties to the Bear Canyon Pump Stations each month is to be calculated by using the simple mathematical average of the hourly weighted daily market prices for electricity as posted by the International Exchange (ICE), as shown in the attached example, for North Path 15, plus an adjustment factor of \$5/MWhr. See the attached sample calculation.
- 2). Any Party with an excess delivery of power, compared to its percentage of water received from the Project that month, will be credited for those excess MWhrs at the rate described above. That credit will be applied as part of the accounting of the total project expenses for that month, and the respective share of those expenses to be paid by each Party.
- 3). For the fiscal year beginning July 1, 2007 and thereafter, this method is to be either extended or modified by mutual written agreement, not less than 60 days before the end of the then current SEGEP fiscal year.

August 31, 2006

NP 13  
Electricity Price  
Index

DATE	From On Peak	Volume MWH	From On Peak High	From On Peak Low	From Off Peak	Volume MWH	From Off Peak High	From Off Peak Low	Sum & HSRIC 24 HOUR	Volume MWH	Sum & HSRIC High	Sum & HSRIC Low
August 31, 2006	\$60.46				\$42.10				\$68.34			
August 30, 2006	\$50.46				\$42.10							
August 29, 2006	\$62.14				\$42.80							
August 28, 2006	\$68.03				\$53.44							
August 27, 2006	\$66.06				\$47.03							
August 26, 2006	\$66.06				\$47.03							
August 25, 2006	\$68.22				\$43.83							
August 24, 2006	\$67.63				\$44.47							
August 23, 2006	\$69.02				\$43.55							
August 22, 2006	\$72.63				\$62.87							
August 21, 2006	\$66.46				\$46.87				\$62.87			
August 20, 2006	\$66.46				\$46.87							
August 19, 2006	\$68.44				\$46.87							
August 18, 2006	\$68.78				\$46.86							
August 17, 2006	\$68.82				\$46.85							
August 16, 2006	\$68.82				\$46.85							
August 15, 2006	\$68.82				\$46.85							
August 14, 2006	\$76.79				\$60.89				\$60.89			
August 13, 2006	\$76.82				\$63.82							
August 12, 2006	\$76.82				\$63.82							
August 11, 2006	\$82.64				\$64.38							
August 10, 2006	\$82.64				\$64.38							
August 9, 2006	\$72.81				\$68.06							
August 8, 2006	\$72.81				\$67.22							
August 7, 2006	\$71.44				\$64.78							
August 6, 2006	\$68.44				\$48.30				\$64.78			
August 5, 2006	\$68.44				\$48.30							
August 4, 2006	\$77.49				\$62.34							
August 3, 2006	\$68.83				\$62.88							
August 2, 2006	\$68.83				\$62.88							
August 1, 2006	\$78.38				\$47.87							

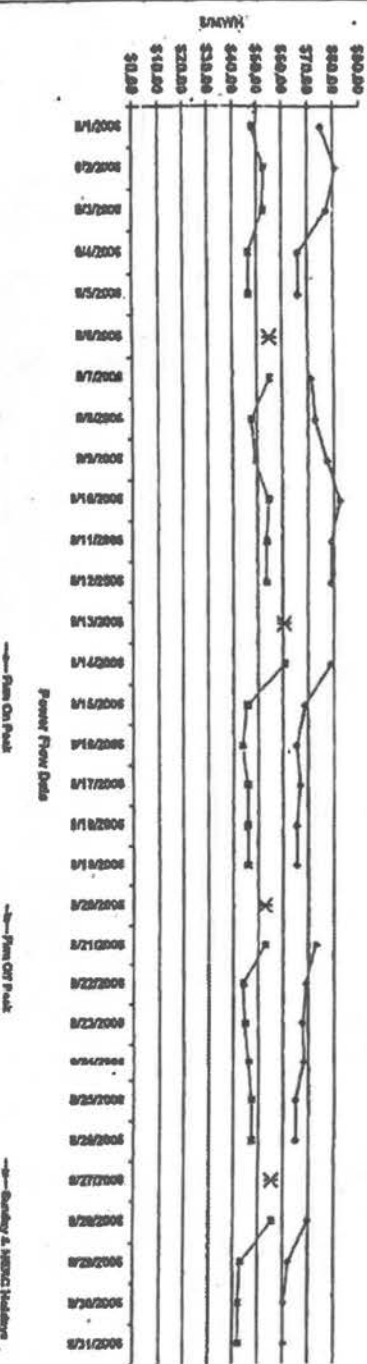
Explanatory Notes:

Index: Weighted average price of megawatt-hours sold at NP 13. The index is in \$/MWh.

NUMBERS IN PARENTHESES = REVISED

NUMBERS IN SQUARES = SURVEYED

For questions or comments please call Direct Exchange (888) 628-4693



Day	From On Peak	From Off Peak	Sunday & HSRIC Holdings
31	\$60.46	\$42.10	\$64.78
30	\$50.46	\$42.10	\$64.78
29	\$62.14	\$42.80	\$64.78
28	\$68.03	\$53.44	\$64.78
27	\$66.06	\$47.03	\$64.78
26	\$66.06	\$47.03	\$64.78
25	\$68.22	\$43.83	\$64.78
24	\$67.63	\$44.47	\$64.78
23	\$69.02	\$43.55	\$64.78
22	\$72.63	\$62.87	\$64.78
21	\$66.46	\$46.87	\$64.78
20	\$66.46	\$46.87	\$64.78
19	\$68.44	\$46.87	\$64.78
18	\$68.78	\$46.86	\$64.78
17	\$68.82	\$46.85	\$64.78
16	\$68.82	\$46.85	\$64.78
15	\$68.82	\$46.85	\$64.78
14	\$76.79	\$60.89	\$64.78
13	\$76.82	\$63.82	\$64.78
12	\$76.82	\$63.82	\$64.78
11	\$82.64	\$64.38	\$64.78
10	\$82.64	\$64.38	\$64.78
9	\$72.81	\$68.06	\$64.78
8	\$72.81	\$67.22	\$64.78
7	\$71.44	\$64.78	\$64.78
6	\$68.44	\$48.30	\$64.78
5	\$68.44	\$48.30	\$64.78
4	\$77.49	\$62.34	\$64.78
3	\$68.83	\$62.88	\$64.78
2	\$68.83	\$62.88	\$64.78
1	\$78.38	\$47.87	\$64.78

number of days in month: 31

Aug-06	Aug-05
Peak Hours	318
Off-Peak Hours	432
Total	750
Average	770.36
Off-Peak	\$48.47
Monthly Inventory	\$82.15
Weighted	

## **STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT**

THIS THIRD AMENDMENT OF THE STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT (Agreement), is entered into and dated this 6th day of November 2007, by and between NORTHERN CALIFORNIA POWER AGENCY, a California joint powers agency and public entity, with its principal executive offices at 180 Cirby Way, Roseville, California 95678 ("NCPA") and CALPINE CORPORATION, a Delaware corporation, with its principal executive offices at 50 West Fernando Street, San Jose, California 95113 ("Calpine referred to herein individually as "Party" and collectively as the "Parties").

### **RECITALS**

WHEREAS, the Parties originally entered into a STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT on July 25, 1995 that established and provided for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Southeast Geysers Effluent Pipeline Project (Project) which commences at the Point-of-Delivery and terminates at The Geysers Terminus; and

WHEREAS, the Parties first amended that STEAM SUPPLIERS JOINT OPERATING AGREEMENT on December 20, 2001 to recognize that Calpine had acquired the geothermal interests of PG&E and Unocal at The Geysers and therefore owned a 2/3 interest in all the Steam Suppliers Facilities of the Project, to recognize that NCPA had entered into an agreement with Lake County Sanitation District (LACOSAN) to fund Basin 2000 Facilities to deliver additional effluent to the Project, and to provide how the Project Water was to be henceforth distributed among other issues; and

WHEREAS, the Parties more recently approved the AMENDED AND RESTATED STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT on September 18, 2003 to recognize that Calpine has transferred to NCPA a portion of its interest in the Project and a portion of its rights to Project Water for specific considerations provided to Calpine by NCPA, resulting in the Parties each having a 50 percent interest in the ownership of all Steam Supplier Facilities; and

WHEREAS, NCPA now has an approved reservation request from PG&E for California Solar Initiative ("CSI") incentives to support a proposed 999 kw PTC<sub>AC</sub> rated solar array at the Southeast Geysers Effluent Pipeline Project's ("SEGEP") Southeast Pump Station ("SEPS"), the solar array henceforth referred to as the Solar Pumps Project ("SPP"), and that NCPA intends to utilize its governmental agency status (not available to Calpine) to obtain favorable financial incentives (CSI PBIs at a higher-than-taxable-entity rate and CREB financing) to permit NCPA to construct, operate and obtain a return on its investment that approximates its cost of capital for a just-under 1 mW PTC<sub>AC</sub> rated solar facility; and

WHEREAS, The SPP facility will hedge approximately 30% of the PG&E electricity costs for operating the SEPS, and that NCPA as the Host Customer for the PG&E meter for SEPS is the only eligible party for CSI incentives, and must be owner of the solar facility to minimize levelized costs of electricity from the SPP, and because of its non-federally taxable and non-profit status and thus low cost of capital, NCPA is willing to make the approximately \$8.3 million capital investment required for the ground based, tilted, single axis tracking solar facility; and

WHEREAS, NCPA will require the collection of the savings in PG&E electricity costs, and the ownership of any Renewable Energy Credit ("REC") attributable to the array over a period of time (the capital recovery period or "CRP"), in order to amortize its large projected capital investment, and that after that CRP is completed, NCPA is willing to share with Calpine the future hedging benefit (but not any RECs created after the CRP) of the solar facility at no capital cost to Calpine.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties hereto agree to modify the existing AMENDED AND RESTATED STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT as follows:

***Add under 1. DEFINITIONS***

1.9 "Solar Pumps Project (SPP)" facilities shall mean the solar array owned by NCPA to be installed at the SEPS for use by the Project to reduce electricity costs charged the Parties by PGE.

***Replace the introduction to existing Section 6.5 with the following:***

"Special Allocations. The electricity costs for pumping Project Water shall be allocated separately from other Operation and Maintenance Work costs for each month. Each Party's share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month, with the exception that the pumping power costs incurred at SEPS are to be calculated in the manner described in Section 6.5.6."

***Replace existing Section 6.5.3 with the following:***

"Operations and Maintenance Work costs other than pumping power costs shall continue to be allocated based on each Party's percentage interest as specified in Section 4.1, subject to the adjustments described in Sections 6.5.7 and 6.5.8."

***Add a new section, as follows:***

"Section 6.5.6 Once the SPP is operational at SEPS the CRP will start and from that point in time (and until the end of the CRP) Calpine's share of the cost of SEPS electricity is to



be calculated as the product of the percentage of water received during the monthly billing periods times a "calculated" PG&E bill (the "CBill") rather than the actual PG&E bill. This CBill will be calculated by taking hourly data from the PG&E meter and adding hourly production data from the SPP's Production Monitoring and Reporting Service ("PMRS") and computing the cost of electricity for the SEPS as if all electricity consumed at the SEPS facility had been supplied by PG&E. Under current E-20P billing, this would result in Time Of Use ("TOU") totals for energy and capacity in kwh and kw, respectively, multiplied by the appropriate rate for each category, plus power factor adjustment and CEC tax. A sample CBILL is attached as an Exhibit B to this Amendment. The CBill will be calculated using the actual PG&E rate schedule in force at SEPS for each monthly billing period. If PG&E makes any change in the rate schedule at SEPS solely because of the production from the SPP (i.e., a less or more costly rate schedule is applied to SEPS because of the reduced purchases of electricity from PG&E due to the production provided by the SGP), Calpine and NCPA agree to make an appropriate adjustment to the method of calculating the CBill so that Calpine's share of SEPS electricity expenses is equivalent to what it would have incurred absent the existence of the SPP. Both parties agree to share in any changes in PG&E costs at SEPS that occur in the general course of PG&E's business, unrelated to the use of the SPP. Starting in year 26 (after the CRP), the allocation of the PG&E electricity bill at SEPS will revert back to the pre-SPP calculation, simply using the actual PG&E bill."

**Add a new section, as follows:**

"Section 6.5.7 None of the Operation and Maintenance Work costs of the SPP solar array incurred by NCPA during the CRP are to be allocated to Calpine. Starting at the end of the CRP, the SPP Operation and Maintenance Work costs are to be allocated based on each Party's percentage interest in the Project as specified in Section 4.1 and if disposition of the SPP occurs after the CRP (presumably at the termination of SEGEP), that will be done in accordance with Section 7 Abandonment and Restoration. If SEGEP termination occurs before the completion of the CRP, NCPA will be wholly responsible for all SGP re-deployment, dismantling and/or disposal costs incurred. It is agreed and acknowledged that, as between the parties, NCPA has sole control over the selection, design, construction, and testing of the SPP, including the retention of qualified design professionals and contractors to construct the SPP, and will own the SPP. Therefore NCPA is solely responsible for acquiring warranty and other contractual protections related to same. Should the SPP be defective in design or manufacture; fail prematurely; or become obsolete prior to expiration of the CRP, NCPA shall be solely responsible for the repair or replacement of the unit, or any failed part associated therewith, at its sole cost, and Calpine shall not be responsible for any repair or replacement except to the extent the defect, premature failure, or obsolescence is caused by Calpine's active negligence. NCPA is solely responsible for keeping the SPP project (and related improvements) free of mechanic's and materialmen's liens which arise from the design or construction of the SPP, and NCPA is solely responsible for any and all costs, including attorney fees, necessary for the defense, and timely removal, of those liens recorded against the real property or personal property of the Parties, or each of them. NCPA shall defend, hold harmless and indemnify Calpine from any all claims and alleged damages by any person, both in law and equity, including attorneys fees, which arise from or are associated with the design and construction of the SPP, except to the extent caused by the active negligence of Calpine."

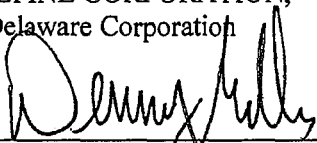
*Add a new section, as follows:*

“Section 6.5.8 Calpine is not to be charged for any increased incremental insurance premiums created by the SPP during the CRP. After the CRP is completed, all insurance premiums will be allocated as normally provided for in Section 6.5.3”.

Except as expressly described herein this Third Amendment, the “Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project” remains in full force and effect.

The signatories represent that they are authorized to sign this Amendment on behalf of the party for whom they sign, and have executed it on the dates as shown.

CALPINE CORPORATION,  
A Delaware Corporation

By 

Printed Name: Dennis J. Gilles

Title: Senior Vice President

Date 11-06-07

NORTHERN CALIFORNIA POWER AGENCY  
a California joint powers agency and public entity

by 

Printed Name: Murray G. Grande

Title: Geothermal Facility Manager

Date 11/7/07

Exhibit B Example CBill

Service ID # 8432194005 WTR PUMPING STATION 2125HP Meter # X90698  
 Rate Schedule: E20P Service to Custs with Max Demands of 1000 K or More  
 Billing Days: 30

PG&E CBILL		EXAMPLE		Blue cells are data input cells				
Dates of Bill period		number of days in bill	Prior Read	Current Read	Difference	Meter Constant	Usage	
6/12/2009 -		7/11/2009	30					
PG&E Data	Total kwh		39778	40282	504	1200	604,800	
PG&E Data	Total kvars		24032	24454	422	1200	505,400	
<b>PMRS Data</b>								
6/12/2009 -		6/30/2009						
Peak							76,000	
Partial Peak							53,200	
Off-Peak							0	
Subtotal							129,200	
7/1/2009 -		7/11/2009						
Peak							44,000	
Partial Peak							30,800	
Off-Peak							0	
Subtotal							74,800	
Total PMRS	kwh							
Peak							120,000	
Partial Peak							84,000	
Off-Peak								
Subtotal							204,000	
Total kwh						810,000	808,800	
Total Bill	calculated						\$90,691.99	

Exhibit B Example CBill

6/12/2009 -		6/30/2009						
Season:	Summer	PG&E Energy	PMRS Energy	Total CBill Energ	Rate	Amounts	C BILL Amounts	
Peak		11,400	76,000	87,400	\$0.12385	\$10,824.49		
Partial Peak		50,920	53,200	104,120	\$0.09183	\$9,561.34		
Off-Peak		321,480	0	321,480	\$0.06527	\$20,983.00		
Totals		383,800	129,200	513,000			\$41,368.83	
Season:	Summer	PG&E Capacity	PMRS Capacity	Total Cbill Capacity				
Peak		200	1,000	1,200	\$11.88000	\$14,256.00		
Partial Peak		1,308	1,308	1,308	\$2.72000	\$3,557.76		
Off-Peak		1,308	1,308	1,308	\$5.04000	\$6,592.32		
Totals						\$24,406.08		
Capacity charge Allocation to this period of bill						0.633333333	\$15,457.18	
Meter charge allocation						\$788.50	0.633333333	\$499.36
Total Charges this period before CEC tax and PF adjustment								\$57,325.40
CEC tax this period						Rate \$/kwh	\$0.00022	\$112.86
7/12/2009 -		7/11/2009						
Season:	Summer	PG&E Energy	PMRS Energy	Total CBill Energ	Rate	Amounts	C BILL Amounts	
Peak		6,600	44,000	50,600	\$0.12385	\$6,266.81		
Partial Peak		29,490	30,800	60,280	\$0.09183	\$5,535.51		
Off-Peak		186,120	0	186,120	\$0.06527	\$12,148.05		
Totals		222,200	74,800	297,000			\$23,950.37	
Season:	Summer	PG&E Capacity	PMRS Capacity	Total Cbill Capacity				
Peak		200	1,000	1,200	\$11.88000	\$14,256.00		
Partial Peak		1,308	1,308	1,308	\$2.72000	\$3,557.76		
Off-Peak		1,308	1,308	1,308	\$5.04000	\$6,592.32		
Totals						\$24,406.08		
Capacity charge Allocation to this period of bill						0.366666667	\$8,948.90	
Meter charge allocation						\$788.50	0.366666667	\$289.12
Total Charges this period before CEC tax and PF adjustment								\$33,188.39
CEC tax this period						Rate \$/kwh	\$0.00022	\$65.34
Meter charge		number of days in bill	Daily meter charge primary voltage					
		30	\$26.28337				\$788.50	
Total Bill								
Total kwh							810,000	
Total kvars							506,400	
Power Factor measured							85.0%	
power factor penalty			\$0.00005 \$/kwh/% under 85%					\$0.00
Total Bill								\$90,691.99



June 26, 2008

Mr. Dennis Gilles  
Senior Vice President, Calpine Corporation  
10350 Socrates Mine Road  
Middletown, CA 95409

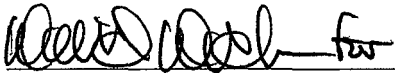
Re. Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project) of the letter agreement between Calpine Corporation and NCPA dated December 20, 2006.

Dear Dennis:

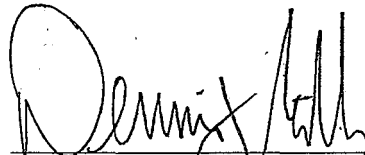
Pursuant to section 22 of the SEGEP Agreement, which allows for revisions to the Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project by an instrument in writing, attached is NCPA's proposed amended Exhibit A to the referenced agreement. This Amended Exhibit A is necessary because the current agreement as contained in a letter agreement dated June 4, 2007 as to the supply of power to the Bear Canyon Pump Stations will expire on June 30, 2008. NCPA's proposed Amended Exhibit A is to be implemented effective July 1, 2008.

The proposed changes are to extend the term of Exhibit A for an additional 12 months, to run concurrent with the full term of the fiscal year beginning on July 1, 2008 and to increase the adjustment factor from \$5/MWhr to \$10/MWhr above the hourly weighted daily market prices for electricity as posted by the International Exchange (ICE) for North Path 15. In addition, once a quarter a Party is to have the option to temporarily provide the power needed to operate all three stations in order to better balance the amount of power it will supply to the amount of water it will receive that quarter.

If the above fairly represents your understanding of the conditions of this amendment, please sign as indicated and return.

  
\_\_\_\_\_  
James H. Pope  
Northern California Power Agency

Date 3/4/08

  
\_\_\_\_\_  
Dennis Gilles  
CALPINE CORPORATION

Date July 21, 2008

## **EXHIBIT A**

(As amended by letter agreement dated June 4, 2008, effective as of July 1, 2008)

### **Power Supply and the Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project**

#### **The Supply of Power to the Bear Canyon Pump Stations shall be as follows:**

- 1). Calpine shall continue to normally supply the power needed to operate both Bear Canyon Pump Stations #1 and #2, while NCPA shall continue to normally supply the power needed to operate Bear Canyon Pump Station #3.
- 2). Both Parties will provide temporary backup power service to the other as needed if available. Such temporary period is not to exceed 45 calendar days without written acknowledgement and agreement.
- 3). By the 5th business day of the each month the Parties are to inform each other of the metered delivery of MWhrs to the Bear Canyon Pump Station(s) during the previous month. Emailed or FAXED transmission will be accepted.
- 4). On or about August 10, 2008, based on the July data, the daily meter readings automatically recorded at each pump station during the first third of August, and on the amount of water each Party has received so far and is expected to further receive during the quarter, NCPA (as Operator) is to inform Calpine which Party will need to begin on the 20th to temporarily supply all of the power needed to operate the Bear Canyon Pump Stations, and the number of days that it will need to continue to do so in order that the power it supplies during the quarter will better balance the amount of water it is expected to receive during the quarter. That Party is to have the option to either temporarily supply that additional power for that number of days before returning to its normal schedule of power supply, or to not do so and to instead simply continue its normal schedule of power supply. That decision is to be communicated to the other Party within 5 days of the notice by either E-mail or Fax.
- 5). This process is to then continue in each of the quarters ahead, with the opportunity for a temporary changes in power supply to begin on the 20th of the middle month of each quarter, or on the first business day after that date.

## **Calculation of the Value of the Pumping Power to be Supplied to the Bear Canyon Pump Stations**

- 1).. For the period July 1, 2008 through June 30, 2009 the value of the electricity being supplied by the Parties to the Bear Canyon Pump Stations each month is to continue to be calculated by using the simple mathematical average of the hourly weighted daily market prices for electricity as posted by the International Exchange (ICE) for North Path 15, plus an adjustment factor of \$10/MWhr. In the event that CAISO implements MRTU, the value of the electricity being supplied by the Parties to the Bear Canyon Pump Stations each month will be calculated by using the simple mathematical average of the hourly weighted daily market prices for electricity at the NP15 EZ GEN Hub, plus an adjustment factor of \$10/MWhr
- 2). Any Party with an excess delivery of power, compared to its percentage of water received from the Project that month, will be credited for those excess MWhrs at the rate described above. That credit will be applied as part of the accounting of the total project expenses for that month, and the respective share of those expenses to be paid by each Party.
- 3). For the fiscal year beginning July 1, 2009 and thereafter, this method is to be either extended or modified by mutual written agreement, not less than 60 days before the end of the then current SEGEP fiscal year.



651 Commerce Drive  
Roseville, CA 95678

(916) 781-3636

www.ncpa.com

June 1, 2009

Mr. Mike Rogers  
Senior Vice President, Geothermal Region  
Calpine Corporation  
10350 Socrates Mine Road  
Middletown, CA 95409

**SUBJECT:** Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project) of the letter agreement between Calpine Corporation and NCPA dated June 26 2008.

Dear Mike:


Pursuant to section 22 of the SEGEP Agreement, which allows for revisions to the Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project by an instrument in writing, attached is NCPA's proposed amended Exhibit A to the referenced agreement. This Amended Exhibit A is necessary because the current agreement as contained in a letter agreement dated June 26, 2008 as to the supply of power to the Bear Canyon Pump Stations will expire on June 30, 2009. NCPA's proposed Amended Exhibit A is to be implemented effective July 1, 2009.

The proposed changes are to extend the term of Exhibit A for an additional Thirty Six (36) months, to run concurrent with the full term of the fiscal year beginning on July 1, 2009, and to modify the calculation of power to potentially include the new Bear Canyon Zero Booster Pump Station if agreed to by both Parties.

If the above fairly represents your understanding of the conditions of this amendment, please sign as indicated and return.

  
\_\_\_\_\_  
JAMES H. ROPE  
General Manager  
Northern California Power Agency

Date 6/1/09

  
\_\_\_\_\_  
MIKE ROGERS  
Senior Vice President, Geothermal Region  
CALPINE CORPORATION

Date 6/10/2009

Attachment: Exhibit A



## EXHIBIT A

(As amended by Letter Agreement dated June 1, 2009, effective as of July 1, 2009)

### **Power Supply and the Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project**

The Supply of Power to the Bear Canyon Pump Stations shall be as follows:

1. Calpine shall continue to normally supply the power needed to operate both Bear Canyon Pump Stations #1 and #2, while NCPA shall continue to normally supply the power needed to operate Bear Canyon Pump Station #3.
2. Both Parties will provide temporary backup power service to the other as needed if available. Such temporary period is not to exceed forty-five (45) calendar days without written acknowledgement and agreement.
3. By the fifth (5<sup>th</sup>) business day of the each month, the Parties are to inform each other of the metered delivery of MWhrs to the Bear Canyon Pump Station(s) during the previous month. Emailed or FAXED transmission will be accepted.
4. On or about August 10, 2009, based on the July data, the daily meter readings automatically recorded at each pump station during the first (1<sup>st</sup>) third (3<sup>rd</sup>) of August, and on the amount of water each Party has received so far and is expected to further receive during the quarter, NCPA (as Operator) is to inform Calpine which Party will need to begin on the twentieth (20<sup>th</sup>) to temporarily supply all of the power needed to operate the Bear Canyon Pump Station, and the number of days that it will need to continue to do so in order that the power it supplies during the quarter will better balance the amount of water it is expected to receive during the quarter. That Party is to have the option to either temporarily supply that additional power for that number of days before returning to its normal schedule of power supply, or to not do so and to instead simply continue its normal schedule of power supply. That decision is to be communicated to the other Party within 5 days of the notice by either E-mail or Fax.
5. This process is to then continue in each of the quarters ahead, with the opportunity for temporary changes in power supply to begin on the twentieth (20<sup>th</sup>) of the middle month of each quarter or on the first (1<sup>st</sup>) business day after that date.
6. NCPA will be solely responsible to provide power for Bear Canyon Booster Pump Station Zero (BCZ)

## **Calculation of the Value of the Pumping Power to be Supplied to the Bear Canyon Pump Stations**

1. For the period July 1, 2009 through June 30, 2012, the value of the electricity being supplied by the Parties to the Bear Canyon Pump Stations each month will be calculated by using the simple mathematical average of the hourly weighted daily market prices for electricity at the NP15 EZ GEN DA LMP .
2. Any Party with an excess delivery of power, compared to its percentage of water received from the Project that month, will be credited for those excess MWhrs at the rate described above. That credit will be applied as part of the accounting of the total project expenses for that month, and the respective share of those expenses to be paid by each Party.
3. For the fiscal year beginning July 1, 2012, and thereafter, this method is to be either extended or modified by mutual written agreement, not less than sixty (60) days before the end of the then current SEGEP fiscal year.
4. If both Parties agree, NCPA will receive credit for the power delivered to BCZ and that credit will be applied herein as part of the accounting of the total project expenses for that month, and the respective share of those expenses to be paid by each Party.



October 28, 2010

Mr. Mike Rogers  
Senior Vice President, Geothermal Region  
Calpine Corporation  
10350 Socrates Mine Road  
Middletown, CA 95461

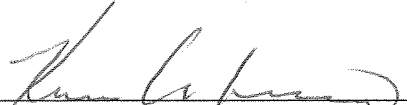
SUBJECT: Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project) of the letter agreement between Calpine Corporation and NCPA dated June 1, 2009.

Dear Mike:

Pursuant to section 22 of the SEGEP Agreement, which allows for revisions to the Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project by an instrument in writing, attached is NCPA's proposed amendment to paragraph #1 of the "Calculation of the Value of the Pumping Power to be Supplied to the Bear Canyon Pump Stations" portion of Exhibit A to the referenced agreement. This amendment is now appropriate because the hourly weighted daily market prices for electricity at the NP15 EZ GEN DA LMP as reported by ICE are no longer reliably available and are now judged to be less representative than those prices made available from CAISO.


The change is proposed to become effective as of the first of October 2010 and to continue through the current term of Exhibit A which ends on June 30, 2012.

If the above fairly represents your understanding of the conditions of this amendment, please sign as indicated and return.

  
\_\_\_\_\_  
KEVIN CUNNINGHAM  
Manager, Geothermal Facilities  
Northern California Power Agency

Date 11-8-10


Attachment

  
\_\_\_\_\_  
MIKE ROGERS  
Senior Vice President, Geothermal Region  
CALPINE CORPORATION

Date 11/30/2010

Paragraph #1 in the section titled: "Calculation of the Value of the Pumping Power to be Supplied to the Bear Canyon Pump Stations" of Exhibit A of the "Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project" as most recently amended effective July 1, 2009 is replaced to read as follows:

"1. For the period October 1, 2010 through June 30, 2012, the value of the electricity being used by the Parties to the Bear Canyon Pump Stations each month will be calculated by using the simple mathematical average of the hourly weighted daily market prices for electricity at the CAISO Day Ahead TH NP15 GEN-APND."

 ATTACHMENT TO LETTER AGREEMENT OF 10-28-10  
SIGNED BY KEVIN CUNNINGHAM OF NCPA 11-8-10  
AND BY MIKE ROGERS OF CALPINE

**AMENDMENT TO THE  
SECOND AMENDMENT AND RESTATEMENT OF THE  
STEAM SUPPLIERS JOINT OPERATING AGREEMENT**

**SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT (SEGEP)**

THIS AMENDMENT (“**Amendment**”) to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (“**Agreement**”), is entered into and dated as of the 2nd day of March, 2018, by and between NORTHERN CALIFORNIA POWER AGENCY, a California joint powers authority and public entity (“**NCPA**”), and CALPINE CORPORATION, a Delaware corporation (“**Calpine**”), referred to herein individually as “Party” and collectively as the “Parties.”

**RECITALS**

A. WHEREAS, the Parties originally entered into a Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project on July 25, 1995, which established and provided for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Southeast Geysers Effluent Pipeline Project (“**Project**”) which commences at the Point-of-Delivery and terminates at The Geysers Terminus; and

B. WHEREAS, the Parties first amended that Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project on December 20, 2001 to recognize that Calpine had acquired the geothermal interests of PG&E and Unocal at The Geysers and therefore owned a 2/3 interest in all of the Steam Suppliers Facilities of the Project, to recognize that NCPA had entered into an agreement with Lake County Sanitation District to fund Basin 2000 Facilities to deliver additional effluent to the Project, and to provide how the Project Water was to be distributed among other issues; and

C. WHEREAS, the Parties entered into the Agreement on September 18, 2003 to amend and restate certain terms and conditions relating to the Parties’ participation in the Project, re-allocate the Parties’ rights to the Project Water, and agree that each Parties’ share of the monthly electricity costs needed to pump the Project Water would be equal to its percentage of the Project Water actually received for that month; and

D. WHEREAS, Section 5.1.2 of the Agreement states that “[t]he Party required to supply the power to operate the three Bear Canyon Pump Stations in order to deliver the Project Water shall be established from time to time by the Parties”, Section 6.5 of the Agreement states that “[e]ach Party’s share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month”, and Exhibit A of the Agreement (“**Exhibit A**”)

identified the Parties' agreed-upon statement of the value of the electricity that NCPA would provide to pump the Project Water, specifically that NCPA would provide all electricity to operate the three Bear Canyon Pump Stations at a set price for the period April 01, 2003 through December 31, 2006; and

E. WHEREAS, the Parties agreed by letters dated December 20, 2006 to amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

F. WHEREAS, the Parties agreed by letter dated June 26, 2008 to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

G. WHEREAS, the parties agreed by letter dated June 1, 2009 ("**2009 Letter Agreement**") to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and also to extend the term of Exhibit A for an additional 36 months; and

H. WHEREAS, between 2012 and the present, the Parties have agreed upon their relative responsibility for the electricity costs needed to operate the Bear Canyon Pump Stations in connection with the yearly budgeting process for Project operations and maintenance ("**O&M**") expenses, and have each year executed written agreements approving the Project's O&M budget (which includes line items for electricity costs for the Bear Canyon Pump Stations as well as the Calpine Share (as defined below)); and

I. WHEREAS, the Parties now wish to revise the terms of the Agreement to require that NCPA provide the entire power supply for the Bear Canyon Pump Stations except in outage situations, and that Calpine compensate NCPA for its relative share of such electricity costs at an agreed-upon index price.

## **AGREEMENT**

THEREFORE, in consideration of the promises and the mutual agreements contained herein, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the meanings set forth in the Agreement.
2. Term and Termination. The term of Exhibit A as revised by this Amendment shall begin on the date this Amendment is executed and extend for two (2) years from that date; provided that either Party in its sole discretion may elect to revert to the prior terms of Exhibit A (as set forth in the 2009 Letter Agreement) by providing thirty (30) written notice to the other Party.

3. Supply of Power to the Bear Canyon Pump Stations. Exhibit A to the Agreement is replaced and superseded in its entirety with the following:

The supply of electricity to power the Bear Canyon Pump Stations shall be as follows:

- A. NCPA shall supply the electricity needed to operate Bear Canyon Pump Stations #1, #2, and #3 (collectively, the “**Bear Canyon Pump Stations**”).
- B. If NCPA is temporarily unable to provide electricity to power the Bear Canyon Pump Stations, Calpine will provide backup power service to the Bear Canyon Pump Stations as needed and as available.
- C. On or about the 10<sup>th</sup> day of each calendar month, NCPA (as Operator) shall provide Calpine with a calculation of the electricity costs to supply the Bear Canyon Pump Stations during the prior month. NCPA shall calculate Calpine’s responsibility for such costs (“**Calpine’s Cost Responsibility**”) using the following formula:

$$\text{Calpine's Cost Responsibility} = ((\text{Electricity Usage} \times \text{Average Supply Cost}) \times \text{Calpine Share}) + (\text{Electricity Usage} \times \text{Cost Adder})$$

For purposes of this calculation, the following definitions apply:

“**Electricity Usage**” is the amount of electricity (in kWh) that NCPA used to supply the Bear Canyon Pump Stations during the prior calendar month, less the amount of electricity (if any, in kWh) that Calpine provided as temporary backup power service to the Bear Canyon Pump Stations during the prior calendar month.

“**Average Supply Cost**” is the average Locational Marginal Price (“**LMP**”) for the Geysers Plant 1, Unit 2 LMP node during the prior calendar month.

“**Calpine Share**” is the percentage of Project Water that Calpine received in the prior calendar month (as expressed in decimal terms (0.00)). For instance, if Calpine received 40% of the Project Water in a prior month, the Calpine Share for that month would be 0.40.

“**Cost Adder**” is equal to \$0.00750/kWh (i.e. \$7.50/MWh).

- D. To the extent the Parties disagree as to Calpine's Cost Responsibility for any particular month, the Operating Committee shall attempt to resolve such disagreement. If the Operating Committee is unable to resolve the disagreement, the Parties shall use the dispute resolution procedures set forth in Section 16 of the Agreement.
4. No Other Changes. Except as set forth herein, the Agreement, as previously amended, remains in full force and effect.
  5. Execution and Delivery. This Amendment may be executed in one or more counterparts, all of which will be considered one and the same. This Amendment may be delivered by the electronic exchange of executed signature pages (e.g., by email), and any printed or copied version of any signature page so delivered will have the same force and effect as an originally executed version of such signature page.
  6. Governing Law. The validity, interpretation, and effect of this Amendment are governed by and will be construed in accordance with the laws of the State of California applicable to contracts made and performed in such state and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by federal law or are governed by the law of the jurisdiction of organization of the respective Parties.

*[signature page follows]*



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their respective officers hereunto duly authorized as of the day and year first set forth above.

NORTHERN CALIFORNIA POWER AGENCY    CALPINE CORPORATION


By: Randy S. Howard  
Name: Randy S. Howard  
Title: General Manager  
Date: 3/2/18

By: SEE COUNTERPAGE  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their respective officers hereunto duly authorized as of the day and year first set forth above.

NORTHERN CALIFORNIA POWER AGENCY    CALPINE CORPORATION <sup>PR</sup>

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: Andrew Novotny  
Title: Vice President  
Date: 3/6/18

**ASSIGNMENT AND ASSUMPTION  
OF SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT AGREEMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF (this "Assignment") is entered into as of December 12, 2011 (the "Effective Date"), by and between Calpine Corporation, a Delaware corporation, as successor-in-interest to Calpine Geysers Company, L.P., a Delaware limited partnership ("Assignor"), and Geysers Power Company, LLC, a Delaware limited liability company ("Assignee").

**RECITALS**

A. Reference is made to the those certain Southeast Geysers Effluent Pipeline Project Agreements described on Exhibit A attached hereto (collectively, the "SEGEP Project Agreements"). Pursuant to the SEGEP Project Agreements, Assignor has certain rights and obligations related to the operation of the Southeast Geysers Pipeline Project (the "Project") and certain ownership interests in the Project as more particularly set forth in the SEGEP Project Agreements (collectively, the "SEGEP Project Rights").

B. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title, interest, obligations and liabilities under each of the SEGEP Project Agreements.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignment Assignor hereby assigns to Assignee all of Assignor's right, title, interest, obligations and liabilities under each of the SEGEP Project Agreements.

2. Assumption: Assignee hereby (a) accepts assignment from Assignor of all of the right, title, interest, obligations and liabilities of Assignor under each of the SEGEP Project Agreements; and (b) agrees to assume and perform all of Assignor's obligations under each of the SEGEP Project Agreements and to be bound by all of the provisions of each of the SEGEP Project Agreements.

3. Miscellaneous.

(a) Indemnification. Assignee hereby agrees to protect, hold harmless, indemnify, defend and release Assignor from and against any claims, expenses (including, without limitation, reasonable attorneys' fees and litigation costs), liabilities or obligations of Assignor that arise in connection with the SEGEP Project Agreements and Project on or after the Effective Date. Assignor hereby agrees to protect, hold harmless, indemnify, defend and release Assignee from and against any claims, expenses (including, without limitation, reasonable attorneys' fees and litigation costs), liabilities or obligations of Assignor which arose in connection with the SEGEP Project Agreements and Project prior to the Effective Date.

(b) Attorneys' Fees. If any action, suit or proceeding is brought by either party hereto to enforce the terms of this Assignment, the prevailing party shall be entitled to recover from the other party all costs and expenses of the action, suit, or proceeding, including reasonable attorneys' fees, court costs and witness or other professional fees resulting therefrom, whether or not such controversy is litigated or prosecuted to judgment.

(c) Governing Law. The parties hereto acknowledge that this Assignment has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(d) Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their heirs, representatives, successors and permitted assigns.

(e) Counterparts. This Assignment may be executed in any number of counterparts, all of which evidence only one agreement, binding on all parties, even though all parties are not signatory to the same counterpart.

(f) Authority. Each of the individuals executing this Assignment on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

**ASSIGNOR:**

CALPINE CORPORATION,  
a Delaware corporation

By: 

Name: ROBERT PARKER

Title: VP REGIONAL OPERATIONS

**ASSIGNEE:**

GEYSERS POWER COMPANY, LLC,  
a Delaware limited liability company

By: 

Name: James Kluesener

Title: Vice President

## EXHIBIT A

### SEGEP PROJECT AGREEMENTS

1. That certain Joint Operating Agreement by and among Lake County Sanitation District ("LACOSAN"), Northern California Power Agency ("NCPA"), Union Oil Company of California ("Unocal"), NEC Acquisition Company ("NEC"), Thermal Power Company ("Thermal") and Calpine Geysers Company, L.P. ("Calpine Company") dated as of July 25, 1995, as amended by that certain Amendment No. 1 to Joint Operating Agreement by and among LACOSAN, NCPA and Calpine Corporation ("Calpine") dated as of December 4, 2001, that certain Amendment No. 2 to Joint Operating Agreement by and among LACOSAN, NCPA and Calpine dated as of November 20, 2007, and Third Amendment to Joint Operating Agreement by and among LACOSAN, NCPA and Calpine dated as of March 17, 2009 (as amended, the "**SEGEP Joint Operating Agreement.**")
2. Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement of the Southeast Geysers Effluent Pipeline Project by and between NCPA and Calpine dated as of September 18, 2003, as amended by that certain Amendment to Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement by and between NCPA and Calpine dated as of March 2, 2018, as amended by that certain Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of Southeast Geysers Effluent Pipeline Project) dated to be effective as of January 1, 2007, as amended by that certain Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of Southeast Geysers Effluent Pipeline Project) dated to be effective as of July 1, 2008, as amended by that certain Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of Southeast Geysers Effluent Pipeline Project) dated to be effective as of July 1, 2009 (as amended, "**Amended and Restated Steam Suppliers Joint Operating Agreement**").

**2021 AMENDMENT TO THE SECOND AMENDMENT AND  
RESTATEMENT OF THE STEAM SUPPLIERS JOINT OPERATING  
AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT  
(SEGEP)**

This 2021 Amendment ("Amendment") to the "Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project", also referred to as the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project, ("Agreement"), is entered into and dated as of the 28 day of January, 2021, by and between the NORTHERN CALIFORNIA POWER AGENCY, a California joint powers authority and public entity ("NCPA"), and GEYSERS POWER COMPANY, LLC, a Delaware limited liability company, ("Geysers") (as successor in interest to Calpine Corporation ("Calpine") pursuant to that certain Assignment and Assumption Agreement, dated December 12, 2018), ("Geysers"), referred to herein individually as "Party" and collectively as the "Parties."

**RECITALS**

A. WHEREAS, NCPA and Calpine's predecessors in interest, including Calpine Geysers Company, L.P., originally entered into a Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project on July 25, 1995, which established and provided for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Southeast Geysers Effluent Pipeline Project ("Project") which commences at the Point-of-Delivery and terminates at The Geysers Terminus; and

B. WHEREAS, NCPA and Calpine executed "Amendment No. 1 to the Steam Suppliers Joint Operating Agreement" Southeast Geysers Effluent Pipeline Project on December 20, 2001 to recognize that Calpine had acquired the geothermal interests of PG&E and Unocal at The Geysers known Geothermal Resources Area and therefore owned a 2/3 interest in all of the Steam Suppliers Facilities of the Project, to recognize that NCPA had entered into an agreement with Lake County Sanitation District to fund Basin 2000 Facilities to deliver additional effluent to the Project, and to provide how the Project Water was to be distributed among other issues; and

C. WHEREAS, the NCPA and Calpine entered into the "Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project", also referred to as Second Amendment and Restatement of the Agreement, ("Agreement") on September 18, 2003, to amend and restate certain terms and conditions relating to the participation of NCPA and Calpine in the Project, re-allocate each party's rights to the Project Water, and agree that each party's share of the monthly electricity costs needed to pump the

Project Water would be equal to its percentage of the Project Water actually received for that month; and

D. WHEREAS, the NCPA and Calpine entered into a further Amendment (referred to therein as Third Amendment) to the Steam Suppliers Joint Operating Agreement as of November 6, 2007, regarding the solar array facilities owned by NCPA, referred to as the Solar Pumps Project, and its installation, operation, and maintenance; and

E. WHEREAS, Section 5.1.2 of the Agreement states that "[t]he Party required to supply the power to operate the three Bear Canyon Pump Stations in order to deliver the Project Water shall be established from time to time by the Parties", Section 6.5 of the Agreement states that "[e]ach Party's share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month", and Exhibit A of the Agreement ("Exhibit A") identified the Parties' agreed-upon statement of the value of the electricity that NCPA would provide to pump the Project Water, specifically that NCPA would provide all electricity to operate the three Bear Canyon Pump Stations at a set price for the period April 01, 2003 through December 31, 2006; and

F. WHEREAS, NCPA and Calpine agreed by letter dated December 20, 2006, to amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

G. WHEREAS, NCPA and Calpine agreed by letter dated June 26, 2008, to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

H. WHEREAS, NCPA and Calpine agreed by letter dated June 1, 2009, ("2009 Letter Agreement") to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and also to extend the term of Exhibit A for an additional 36 months; and

I. WHEREAS, NCPA and Calpine agreed by letter dated October 28, 2010, to further amend Exhibit A regarding calculation of the Pumping Power to be supplied to the Bear Canyon Pump Stations; and

J. WHEREAS, between 2012 and the present, the Parties have agreed upon their relative responsibility for the electricity costs needed to operate the Bear Canyon Pump Stations in connection with the yearly budgeting process for Project operations and maintenance ("O&M") expenses, and have each year executed written agreements approving the Project's O&M budget



(which includes line items for electricity costs for the Bear Canyon Pump Stations as well as the Geysers Share (as defined below)); and

K. WHEREAS, NCPA and Calpine executed an Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement on March 2, 2018, requiring that NCPA provide the entire power supply for the Bear Canyon Pump Stations, except in outage situations, and Calpine would compensate NCPA for its share of the electricity costs at the agreed upon price stated therein, for a two-year term; and

L. WHEREAS, on December 12, 2018, Calpine Corporation, a Delaware corporation, as successor-in-interest to Calpine Geysers Company, L.P., a Delaware limited partnership, and Geysers Power Company, LLC, a Delaware limited liability company, executed an Assignment and Assumption of Southeast Geysers Effluent Pipeline Project Agreements that assigned to Geysers Power Company, LLC all right, title, interest, obligations and liabilities under the SEGEP Project Agreements defined in Exhibit A thereto as the Joint Operating Agreement as amended, and the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement of the Southeast Geysers Effluent Pipeline Project as amended, and Geysers Power Company, LLC accepted the assignment of all right, title, interest, obligations and liabilities under the SEGEP Project Agreements; and

M. WHEREAS, the Parties wish to further revise the terms of Exhibit A to the Agreement to memorialize the understanding upon which the Parties have been performing and which requires that NCPA provide the entire power supply for the Bear Canyon Pump Stations except in outage situations, and that Geysers compensate NCPA for its relative share of such electricity costs at a revised agreed-upon index price; and

NOW THEREFORE, in consideration of the promises and the mutual agreements contained herein, the Parties agree as follows:

1. Definitions.

a. Capitalized terms used and not defined herein shall have the meanings set forth in the Agreement.

b. Excluding the Preamble and the Recitals, all references to "Calpine" in the Agreement shall be deleted and amended and replaced with "Geysers."

2. Term and Termination. The term of Exhibit A as revised by this Amendment shall begin on the date this Amendment is executed and extend two (2) years from that date; provided that either Party in its sole discretion may elect to its revise terms and conditions, terminate the amendment, or revert to the prior terms of Exhibit A (as set forth in the 2009 Letter Agreement) by providing a minimum of thirty (30)

days written notice prior to the execution date to the other Party. The Parties further agree that the Parties have been performing pursuant to the calculation and payment terms and conditions set forth in Section 3 of this Amendment since March 2, 2018.

3. Supply of Power to the Bear Canyon Pump Stations. Exhibit A to the Agreement is replaced and superseded in its entirety with the following:

The supply of electricity to power the Bear Canyon Pump Stations shall be as follows:

- A. NCPA shall supply the electricity needed to operate Bear Canyon Pump Stations #1, #2, and #3 (collectively, the "Bear Canyon Pump Stations").
- B. If NCPA is temporarily unable to provide electricity to power the Bear Canyon Pump Stations, Geysers will provide backup power service to the Bear Canyon Pump Stations as needed and as available.
- C. On or about the 10<sup>th</sup> day of each calendar month, NCPA (as Operator) shall provide Geysers with a calculation of the electricity costs to supply the Bear Canyon Pump Stations during the prior month. NCPA shall calculate Geysers' responsibility for such costs ("Geysers' Cost Responsibility") using the following formula:

$$\begin{aligned} \text{Geysers' Cost Responsibility} = \\ (\text{Electricity Usage} \times \text{Average Supply Cost} \times \text{Geysers Share}) + \\ (\text{Electricity Usage} \times \text{Cost Adder} \times \text{Electricity Percentage}) \end{aligned}$$

For purposes of this calculation, the following definitions apply:

"Electricity Usage" is the amount of electricity (in KWhrs) that NCPA used to supply the Bear Canyon Pump Stations during the prior calendar month, less the amount of electricity (if any, in KWhrs) that Geysers provided as temporary backup power service to the Bear Canyon Pump Stations during the prior calendar month.

"Average Supply Cost" is the average Locational Marginal Price ("LMP") for the Geysers Plant 1, Unit 2 LMP node during the prior calendar month.

"Geysers Share" is the percentage of Project Water that Geysers received in the prior calendar month (as expressed in decimal terms (0.00)). For

instance, if Geysers received 40% of the Project Water in a prior month, the Geysers Share for that month would be 0.40.

"Cost Adder" is equal to \$0.00750/kWh (i.e. \$7.50/MWh).

"Electricity Percentage" is equal to 50% or 0.50. It refers to the amount of electricity that generally was provided by Geysers before the revision was established.

D. To the extent the Parties disagree as to Geysers' Cost Responsibility for any particular month, the Operating Committee shall attempt to resolve such disagreement. If the Operating Committee is unable to resolve the disagreement, the Parties shall use the dispute resolution procedures set forth in Section 16 of the Agreement.

4. No Other Changes. Except as set forth herein, the Agreement, as previously amended, remains in full force and effect.
5. Execution and Delivery. This Amendment may be executed in one or more counterparts, all of which will be considered one and the same. This Amendment may be delivered by the electronic exchange of executed signature pages (e.g. , by email), and any printed or copied version of any signature page so delivered will have the same force and effect as an originally executed version of such signature page.
6. Governing Law. The validity, interpretation, and effect of this Amendment are governed by and will be construed in accordance with the laws of the State of California applicable to contracts made and performed in such state and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by federal law or are governed by the law of the jurisdiction of organization of the respective Parties.

[Signature page follows]

IN WITNESS WHEREOF, hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their respective officers hereunto duly authorized as of the day and year first set forth above.

NORTHERN CALIFORNIA POWER AGENCY

GEYSERS POWER COMPANY, LLC

By: Randy S Howard  
Signature

By: DocuSigned by:  
Robert Parker  
860FC4F0072C44B...  
Signature

Randy S. Howard  
Name

Robert Parker DS  
RL  
Name

General Manager  
Title

Vice President  
Title

2/1/21  
Date

1/21/2021  
Date

Approved as to form:

Jane E. Luckhardt  
Jane E. Luckhardt, General Counsel

### Certificate Of Completion

Envelope Id: 35EF68CCD2214480B0C4E2A43BE3567F Status: Completed  
 Subject: Please DocuSign: 2021\_Amendment\_to\_SEGEP\_Steam\_Suppliers\_Joint\_Operating\_Agreement (00000005).pdf  
 Source Envelope:  
 Document Pages: 6 Signatures: 1 Envelope Originator:  
 Certificate Pages: 2 Initials: 1 Elise McGuire  
 AutoNav: Enabled elise.mcguire@calpine.com  
 Envelope Stamping: Disabled IP Address: 204.209.130.5  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

### Record Tracking

Status: Original Holder: Elise McGuire Location: DocuSign  
 1/20/2021 6:07:12 PM elise.mcguire@calpine.com

### Signer Events

Rosemary Antonopoulos  
 Rosemary.Antonopoulos@calpine.com  
 VP & Assistant General Counsel  
 Calpine Corporation  
 Security Level: Email, Account Authentication (None)

### Signature



Signature Adoption: Pre-selected Style  
 Using IP Address: 76.218.102.65

### Timestamp

Sent: 1/20/2021 6:22:35 PM  
 Viewed: 1/20/2021 9:02:43 PM  
 Signed: 1/20/2021 9:02:59 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Robert Parker  
 Robert.Parker@calpine.com  
 VP Operations  
 Calpine Corporation  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 204.209.159.5

Sent: 1/20/2021 9:02:59 PM  
 Viewed: 1/21/2021 9:13:17 AM  
 Signed: 1/21/2021 9:13:25 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/20/2021 6:22:35 PM
Certified Delivered	Security Checked	1/21/2021 9:13:17 AM
Signing Complete	Security Checked	1/21/2021 9:13:25 AM
Completed	Security Checked	1/21/2021 9:13:25 AM

**Payment Events**

**Status**

**Timestamps**

**2023 AMENDMENT TO THE SECOND AMENDMENT AND RESTATEMENT  
OF THE STEAM SUPPLIERS JOINT OPERATING AGREEMENT  
SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT (SEGEP)**

This 2023 Amendment (“Amendment”) to the Second Amendment and Restatement to the “Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project”, also referred to as the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project, (“Agreement”), is entered into and dated as of the \_\_\_\_ day of January, 2023, by and between NORTHERN CALIFORNIA POWER AGENCY, a California joint powers authority and public entity (“NCPA”), and GEYSERS POWER COMPANY, LLC a Delaware limited liability company (“Geysers”) (as successor in interest to Calpine Corporation (“Calpine”) pursuant to that certain Assignment and Assumption Agreement, dated December 12, 2018), referred to herein individually as “Party” and collectively as the “Parties.”

**RECITALS**

A. WHEREAS, NCPA and Calpine’s predecessors in interest, including Calpine Geysers Company, L.P., originally entered into a Joint Operating Agreement Southeast Geysers Effluent Pipeline Project on July 25, 1995, as amended from time to time, which established and provided for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Southeast Geysers Effluent Pipeline Project (“Project”) that commences at the Point-of-Delivery and terminates at The Geysers Terminus; and

B. WHEREAS, effective January 28, 2021, NCPA and the Geysers executed a “2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project”, which extended the term of Exhibit A to the Agreement until January 28, 2023 (i.e. two years from the date of such amendment) and also described the parties’ agreement with respect to the supply of power to the Bear Canyon Pump Stations; and

C. WHEREAS, the Parties wish to revise the terms of Exhibit A to the Agreement to extend the term through September 17, 2028; and

NOW THEREFORE, in consideration of the promises and mutual agreements contained herein, the Parties agree as follows:

1. Definitions.

a. Capitalized terms used and not defined herein shall have the meanings set forth in the Agreement.

- b. Excluding the Preamble and the Recitals, all references to “Calpine” in the Agreement shall be deleted and amended and replaced with “Geysers.”
2. Term and Termination. The term of Exhibit A as revised by this Amendment shall be extended through September 17, 2028.
  3. No Other Changes. Except as set forth herein, the Agreement, as previously amended, remains in full force and effect.
  4. Execution and Delivery. This Amendment may be executed in one or more counterparts, all of which will be considered one and the same. This Amendment may be delivered by the electronic exchange of executed signature pages (e.g. , by email), and any printed or copied version of any signature page so delivered will have the same force and effect as an originally executed version of such signature page.
  5. Governing Law. The validity, interpretation, and effect of this Amendment are governed by and will be construed in accordance with the laws of the State of California applicable to contracts made and performed in such state and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by federal law or are governed by the law of the jurisdiction of organization of the respective Parties.

[Signature page follows]



IN WITNESS WHEREOF, hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their respective officers hereunto duly authorized as of the day and year first set forth above.

NORTHERN CALIFORNIA POWER AGENCY    GEYSERS POWER COMPANY, LLC

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel



# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Find the proposed activities of the Combustion Turbine Facilities 2023 Outages qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*).

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Michael DeBortoli <i>WAD</i> Assistant General Manager	<b>METHOD OF SELECTION:</b>	Competitive Pricing Process
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>	
<b>Department:</b>	Combustion Turbines		

<b>IMPACTED MEMBERS:</b>			
All Members <input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>	
Alameda Municipal Power <input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>	City of Ukiah <input checked="" type="checkbox"/>	
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input checked="" type="checkbox"/>	
City of Biggs <input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>	
City of Gridley <input checked="" type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>	
City of Healdsburg <input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	
<i>If other, please specify</i>			
_____			
_____			

**RECOMMENDATION:**

Approve Resolution 23-08 finding the proposed activities of the Combustion Turbine Facilities 2023 Outages qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*).

**BACKGROUND:**

In accordance with proper maintenance of the Combustion Turbine facilities, NCPA's Combustion Turbine facilities will be conducting their annual outages in February and March 2023. The Scope of Work for the Combustion Turbine Facilities 2023 Outages include the following:

CT1 Lodi February 2023 Outage:

1. Fire System Testing
2. Gas Compressor Maintenance
3. CT Borescope Inspection
4. CT Inlet Filters Replacement
5. Scaffold Support
6. BOP Maintenance
7. Electrical Relay Testing
8. Rental Support Equipment

CT1 Alameda March 2023 Outage:

1. Fire System Testing
2. Gas Compressor Maintenance
3. CT Borescope Inspection
4. CT Inlet Filters Replacement
5. Scaffold Support
6. BOP Maintenance
7. Electrical Relay Testing
8. Rental Support Equipment

All of the work described above involves maintaining existing equipment, and is regular and recurring work.

**FISCAL IMPACT:**

Approval of these CEQA findings has no direct fiscal impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

These activities have already been subject to CEQA equivalent review. The proposed activities of the Combustion Turbine Facilities 2023 Outages are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions.

**COMMITTEE REVIEW:**

On January 4, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution 23-08

RESOLUTION 23-08

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING FINDING 1) THE PROPOSED ACTIVITIES QUALIFY FOR CEQA CATEGORICAL  
EXEMPTIONS FOUND IN THE CEQA GUIDELINES SECTIONS 15301(B), 15302(C), 15309 AND 15311(C)  
(CLASSES 1, 2 AND 9 AS DESCRIBED IN TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS AT  
§§15000 ET SEQ.).

(reference Staff Report #107:23)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Combustion Turbine facility near Alameda, CA, consisting of two power plants, and a Combustion Turbine facility near Lodi, CA, consisting of one power plant; and

WHEREAS, in accordance with proper maintenance of the facilities, NCPA's Combustion Turbine facilities will be conducting their annual outages in February and March 2023; and

WHEREAS, NCPA staff have determined that work for this project involves maintaining existing equipment and is regular and recurring work; and

WHEREAS, these activities have already been subject to CEQA equivalent review. The proposed activities of the Combustion Turbine facilities annual outages are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) of the CEQA Guidelines (Class 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 et seq.). This project consists of routine, recurring maintenance to the existing equipment. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves finding the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 et seq.).

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST: \_\_\_\_\_  
ASSISTANT SECRETARY




# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Combustion Turbine Facilities 2023 Outages; Applicable to the following:  
Combustion Turbine Alameda Facility Units 1 and 2 and Combustion Turbine Lodi Facility

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Michael DeBortoli 	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Competitive Pricing Process</i>
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Combustion Turbines	

<b>IMPACTED MEMBERS:</b>		
All Members	<input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>
Alameda Municipal Power	<input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Roseville <input type="checkbox"/>
		City of Santa Clara <input checked="" type="checkbox"/>
		City of Ukiah <input checked="" type="checkbox"/>
		Plumas-Sierra REC <input checked="" type="checkbox"/>
		Port of Oakland <input type="checkbox"/>
		Truckee Donner PUD <input type="checkbox"/>
		Other <input type="checkbox"/>
<i>If other, please specify</i>		
_____		
_____		

**RECOMMENDATION:**

Approve Resolution 23-09 authorizing the Combustion Turbine Facilities 2023 Outages and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total cost not exceed \$464,500, to be funded from the Maintenance Reserve.

**BACKGROUND:**

NCPA’s Combustion Turbine Facilities have planned outages scheduled from February 1, 2023 through February 28, 2023 (CT1 Lodi) and March 1, 2023 through March 31, 2023 (CT1 Alameda) for work related to the 2023 outages. During the outages, the CT1 Facilities team will complete preventative maintenance work on equipment that cannot be worked on while the units are operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2023 outages.

Listed below are highlights of work to be performed as a part of the CT1 Lodi February 2023 outage:

- 1. Fire System Testing
- 2. Gas Compressor Maintenance
- 3. CT Borescope Inspection
- 4. CT Inlet Filters Replacement
- 5. Scaffold Support
- 6. BOP Maintenance
- 7. Electrical Relay Testing

Listed below are highlights of work to be performed as a part of the CT1 Alameda March 2023 outage:

- 1. Fire System Testing
- 2. Gas Compressor Maintenance
- 3. CT Borescope Inspection
- 4. CT Inlet Filters Replacement
- 5. Scaffold Support
- 6. BOP Maintenance
- 7. Electrical Relay Testing

**FISCAL IMPACT:**

<b>CT1 2023 Outage Costs</b>	
Balance of Plant	\$123,500
Electrical Systems	\$110,000
Gas Turbine	\$146,000
Stacks	\$15,000
Incidentals	\$15,000
Water Treatment	\$5,000
Contingency	\$50,000
	\$464,500

The budgetary funds to complete the CT Facilities 2023 Outages will come from the pre-collected funds in the Maintenance Reserve (Account # 265-010-005-610-044-002). A table detailing the impact of these expenses on the Maintenance Reserve is included below.

<u>Balances</u>	
Maintenance Reserve Balance (6/30)	\$3,035,456
FY23 Contributions	\$625,000
Outage Work	(\$464,500)
End of FY23 Balance	\$3,195,956

**SELECTION PROCESS:**

In accordance with NCPA's procurement policies and procedures, NCPA will solicit bids to perform the work required for this Project. Bids will be evaluated and work will be awarded to the contractors providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

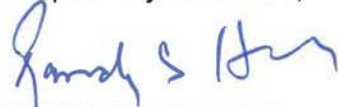
**ENVIRONMENTAL ANALYSIS:**

The California Environmental Quality Act (CEQA) findings for this project are addressed in SR: 107:23.

**COMMITTEE REVIEW:**

On January 4, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 23-09



**RESOLUTION 23-09**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING THE COMBUSTION TURBINE FACILITIES 2023 OUTAGES**

**(reference Staff Report #108:23)**

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Combustion Turbine facility near Alameda, CA, consisting of two power plants, and a Combustion Turbine facility near Lodi, CA, consisting of one power plant; and

WHEREAS, in accordance with proper maintenance of the facilities, NCPA's Combustion Turbine facilities will be conducting their annual outages in February and March 2023; and

WHEREAS, during the outages, the Combustion Turbine Facilities team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the outages; and

WHEREAS, on January 4, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval; and

WHEREAS, The California Environmental Quality Act (CEQA) findings for this project are addressed in SR: 107:23; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Combustion Turbine Facilities 2023 Outages and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total cost not exceed \$464,500, to be funded from the Maintenance Reserve.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST: \_\_\_\_\_  
ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Find: 1) the California Energy Commission (CEC) exercised its exclusive jurisdiction and licensed Northern California Power Agency's Lodi Energy Center facility on April 21, 2010, 2) the CEC's power plant site certification program has been certified by the Secretary of Resources as a California Environmental Quality Act (CEQA) equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Lodi Energy Center 2023 Spring Outage is a maintenance project subject to and consistent with the CEC's license as all work will be done within the existing power plant building, and 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*).

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Michael DeBortoli <i>MD</i> Assistant General Manager	<b>METHOD OF SELECTION:</b> <i>Competitive Pricing Process</i>
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

<b>IMPACTED MEMBERS:</b>		
All Members <input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>	City of Ukiah <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit <input checked="" type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input checked="" type="checkbox"/>
City of Biggs <input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input checked="" type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>	Other <input checked="" type="checkbox"/>
<i>If other, please specify</i>		Azusa, CDWR, Modesto
		<u>PWRPA</u>

## **RECOMMENDATION:**

Approve Resolution 23-10 acknowledging CEC exclusive jurisdiction of LEC and applicable CEQA Exemptions.

Approve Resolution 23-10 finding: 1) the CEC exercised its exclusive jurisdiction and licensed Northern California Power Agency's Lodi Energy Center facility on April 21, 2010, 2) the CEC's power plant site certification program has been certified by the Secretary of Resources as a CEQA equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Lodi Energy Center 2023 Spring Outage is a maintenance project subject to and consistent with the CEC's license as all work will be done within the existing power plant building, and 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*).

## **BACKGROUND:**

In accordance with proper maintenance of the Lodi Energy Center facility, NCPA's Lodi Energy Center facility will be conducting their annual outage in April 2023. The Scope of Work for the Lodi Energy Center 2023 Spring Outage includes the following:

- 1. Steam Turbine**
  - a. Condenser Maintenance
  - b. Steam Turbine Major Inspection
  - c. HP Turbine Inspection due to vibrations
  - d. Steam drain valves replacement
- 2. Gas Turbine**
  - e. Gas Turbine Borescope Inspection
  - f. Expansion Joint Assessment and Inspection
  - g. DCS Patch and Software Upgrades
- 3. Water Treatment**
  - h. General Maintenance
  - i. Service Water Piping Replacement
- 4. HRSG / Steam**
  - j. HRSG Maintenance
  - k. HRSG Hot Spots
  - l. High Energy Pipe Survey
  - m. High Energy Piping Insulation Repairs
- 5. Balance of Plant**
  - n. Steam Bypass Valves Maintenance
  - o. Replacement of Leaking Steam Drains
  - p. Service Water Pipe Replacement
- 6. Incidentals**
  - q. Crane
  - r. Toilets
  - s. Trailers / Guard
  - t. Forklift / Manlift
  - u. Scaffold
  - v. Confined Space

All of the work described above involves maintaining existing equipment and is regular and recurring work.

**FISCAL IMPACT:**

Approval of these CEQA findings has no direct fiscal impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

The CEC licensed NCPA's Lodi Energy Center facility on April 21, 2010. The CEC exercised its exclusive siting authority under its CEQA equivalent program and as such has adopted conditions of certification within its license to address environmental impacts of regular and routine maintenance at this facility. Thus, these activities have already been subject to CEQA equivalent review. To the extent the CEC's license does not cover the Lodi Energy Center 2023 Spring Outage, the proposed activities of the Lodi Energy Center facility's annual outage are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions.

**COMMITTEE REVIEW:**

On November 7, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution 23-10

RESOLUTION 23-10

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING FINDING 1) THE CALIFORNIA ENERGY COMMISSION (CEC) EXERCISED ITS EXCLUSIVE JURISDICTION AND LICENSED NORTHERN CALIFORNIA POWER AGENCY'S LODI ENERGY CENTER FACILITY ON APRIL 21, 2010, 2) THE CEC'S POWER PLANT SITE CERTIFICATION PROGRAM HAS BEEN CERTIFIED BY THE SECRETARY OF RESOURCES AS A CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EQUIVALENT PROGRAM (14 C.C.R. §15251[J]), 3) ALL MAINTENANCE ACTIVITIES ARE SUBJECT TO THE CONDITIONS OF CERTIFICATION ADOPTED BY THE CEC, 4) THE LODI ENERGY CENTER FACILITY'S ANNUAL OUTAGE IS A MAINTENANCE PROJECT SUBJECT TO AND CONSISTENT WITH THE CEC'S LICENSE AS ALL WORK WILL BE DONE WITHIN THE EXISTING POWER PLANT BUILDING, AND 5) TO THE EXTENT THIS PROJECT IS NOT COVERED BY THE ABOVE, THE PROPOSED ACTIVITIES QUALIFY FOR CEQA CATEGORICAL EXEMPTIONS FOUND IN THE CEQA GUIDELINES SECTIONS 15301(B), 15302(C), 15309 AND 15311(C) (CLASSES 1, 2 AND 9 AS DESCRIBED IN TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS AT §§15000 ET SEQ.).**

**(reference Staff Report #109:23)**

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Lodi Energy Center facility near Lodi, CA; and

WHEREAS, in accordance with proper maintenance of the facility, NCPA's Lodi Energy Center facility will be conducting their annual outage in April 2023; and

WHEREAS, NCPA staff have determined that work for this project involves maintaining existing equipment and is regular and recurring work; and

WHEREAS, The CEC licensed NCPA's Lodi Energy Center facility on April 21, 2010. The CEC exercised its exclusive siting authority under its CEQA equivalent program and as such has adopted conditions of certification within its license to address environmental impacts of regular and routine maintenance at this facility. Thus, these activities have already been subject to CEQA equivalent review. To the extent the CEC's license does not cover the Lodi Energy Center facility's annual outage, the proposed activities are the Lodi Energy Center facility's annual outage is exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) of the CEQA Guidelines (Class 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves finding: 1) the CEC exercised its exclusive jurisdiction and licensed Northern California Power Agency's Lodi Energy Center facility on April 21, 2010, 2) the CEC's power plant site certification program has been certified by the Secretary of Resources as a CEQA equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Lodi Energy Center facility's annual outage is a maintenance project subject to and consistent with the CEC's license as all work will be done within the existing power plant building, and 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*).

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
 JERRY SERVENTI  
 CHAIR

ATTEST: \_\_\_\_\_  
 ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** January 19, 2023

**SUBJECT:** Lodi Energy Center 2023 Spring Outage; Applicable to the following: Northern California Power Agency (NCPA) Lodi Energy Center Facility

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Michael DeBortoli <i>MD</i> Assistant General Manager	<b>METHOD OF SELECTION:</b> <i>Competitive Pricing Process</i>
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

<b>IMPACTED MEMBERS:</b>		
All Members	<input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input checked="" type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville <input type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>
		City of Shasta Lake <input type="checkbox"/>
		City of Ukiah <input checked="" type="checkbox"/>
		Plumas-Sierra REC <input checked="" type="checkbox"/>
		Port of Oakland <input type="checkbox"/>
		Truckee Donner PUD <input type="checkbox"/>
		Other <input type="checkbox"/>
	<i>If other, please specify</i>	Azusa, CDWR, Modesto
		<u>PWRPA</u>

## **RECOMMENDATION:**

Approve Resolution 23-11 authorizing the LEC 2023 Spring Outage and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$3,740,362.

## **BACKGROUND:**

The Lodi Energy Center has a planned Spring outage scheduled from April 1, 2023 through April 30, 2023 for work related to the 2023 Spring outage. During the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2023 Spring outage.

Listed below are highlights of major work to be performed as a part of the 2023 Spring outage:

- 1. Steam Turbine**
  - a. Condenser Maintenance
  - b. Steam Turbine Major Inspection
  - c. HP Turbine Inspection due to vibrations
  - d. Steam drain valves replacement
- 2. Gas Turbine**
  - e. Gas Turbine Borescope Inspection
  - f. Expansion Joint Assessment and Inspection
  - g. DCS Patch and Software Upgrades
- 3. Water Treatment**
  - h. General Maintenance
  - i. Service Water Piping Replacement
- 4. HRSG / Steam**
  - j. HRSG Maintenance
  - k. HRSG Hot Spots
  - l. High Energy Pipe Survey
  - m. High Energy Piping Insulation Repairs
- 5. Balance of Plant**
  - n. Steam Bypass Valves Maintenance
  - o. Replacement of Leaking Steam Drains
  - p. Service Water Pipe Replacement
- 6. Incidentals**
  - q. Crane
  - r. Toilets
  - s. Trailers / Guard
  - t. Forklift / Manlift
  - u. Scaffold
  - v. Confined Space



**FISCAL IMPACT:**

LEC 2023 Spring Outage Projected Costs		
Balance of Plant	F	\$498,000
Electrical Systems	F	\$300,000
Gas Turbine	F	\$180,000
HRSG / Steam	F	\$735,000
Incidentals	F	\$355,000
Steam Turbine	F	\$1,277,362
Water Treatment	F	\$95,000
Contingency		\$300,000
		\$3,740,362

The budgetary funds to complete the 2023 LEC Spring Outage include \$2,008,392 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$385,000 were anticipated in the Fixed Maintenance and \$1,021,970 in the O&M Project Annual Outage Project. All items are a part of the FY23 Routine O&M budget.

Balances	
Maintenance Reserve Balance (6/30)	\$738,109
Remaining FY23 Contributions	\$2,008,392
Outage Work	(\$2,008,392)
End of FY23 Balance	\$738,109

**SELECTION PROCESS:**

In accordance with NCPA's procurement policies and procedures, NCPA will solicit bids to perform the work required for this Project. Bids by qualified providers will be evaluated and awarded to the contractors providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

**ENVIRONMENTAL ANALYSIS:**

The California Environmental Quality Act (CEQA) findings for this project are addressed in SR: 109:23.

**COMMITTEE REVIEW:**

On November 7, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution 23-11

RESOLUTION 23-11

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING THE 2023 LODI ENERGY CENTER SPRING OUTAGE

(reference Staff Report 110:23)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the Lodi Energy Center (LEC) on behalf of the project participants; and

WHEREAS, in accordance with proper maintenance of the facility, NCPA’s Lodi Energy Center facility will be conducting their annual outage in April 2023; and

WHEREAS, during the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the outage; and

WHEREAS, The California Environmental Quality Act (CEQA) findings for this project are addressed in SR: 109:23; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Lodi Energy Center 2023 Spring Outage, and delegates authority to the NCPA General Manager or his designee to award bids, execute agreements, and issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures without further approval by the Commission, for a total cost not to exceed \$3,740,362.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST: \_\_\_\_\_  
ASSISTANT SECRETARY