



651 Commerce Drive
Roseville, CA 95678

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

Minutes - DRAFT

Date: June 27, 2019
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting / Teleconference

1. Call Meeting to Order and Introductions

Chair Roger Frith called the meeting to order at 9:30 am at NCPA's Roseville Office, 651 Commerce Drive, Roseville, California. A quorum was present. Introductions were made. Those in attendance and attending via teleconference are shown on the attached attendance list.

2. Approve Minutes of the May 23, 2019, Regular Commission Meeting

Motion: A motion was made by Gregg Scharff and seconded by John Allard to approve the Minutes of the May 23, 2019, Regular Commission Meeting. The motion carried unanimously on a roll call vote. *Lodi abstained. San Francisco BART, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent.*

PUBLIC FORUM

No comments from the public.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

- Provided an overview of the activities and meetings that took place at APPA's Annual Conference in Austin, Texas.
- Gave an update on NCPA's Support and Shared Services Agreements and provided a copy of the monthly status report.
- Hometown Connections, Inc. (HCI) Update: The Board met during the APPA National Conference. The financial outlook is improving and is in good shape. Great Lakes

Utilities (GLU) has expressed a strong interest in becoming an owner. A final vote to confirm GLU will take place in July.

- Provided an overview of the hydro condition at NCPA's hydroelectric facility. Hydro is doing well.
- Received notice from Pioneer Community Energy that they are not renewing their agreement with NCPA for Power Management services, and contract will terminate January 2020.
- Held interviews with potential candidates to fill the position of Assistant General Manager of Generation Services over the last few months. Announced the selection of Joel Ledesma, who has over 30 years in the electric utility operations and water supply and operations of the State Water Project. Joel's first day at NCPA will be July 8.

4. Executive Committee

Committee Chair Frith reported the Committee did not meet since the last Commission meeting. The next meeting is scheduled in Murphys on July 26.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee met and discussed items 14, 15 and 17 on today's agenda. The Committee did establish a quorum, and recommended Commission approval.

6. Finance Committee

Committee Chair David Hagele reported the Committee did not meet since the last Commission meeting. The next Committee meeting is scheduled on August 13.

7. Legal Committee

General Counsel Jane Luckhardt reported that the Committee met once since the last Commission meeting. The Committee discussed the closed session items on today's agenda.

8. Legislative & Regulatory Affairs Committee

Assistant General Manager Jane Cirrincione reported the Committee did not meet since the last Commission meeting, but an update on legislative and regulatory activities was provided. The upcoming NCPA Annual Conference is being held at the Resort at Squaw Creek September 25-27, and online registration will open on July 1. This year's banquet theme is Western, with a "best dressed" competition among the membership. As well, this year will include a fundraiser for Navajo Tribal Utility Authority to help assist the tribe with well needed utility supplies.

The 2019 State Legislative Staff Tour is scheduled on July 29-31. Tour participants will visit Redding, Plumas-Sierra and Truckee Donner. The next Committee meeting is scheduled on August 28, 2019, at NCPA's office in Roseville

9. Members' Announcements & Meeting Reporting

Roger Frith, **Biggs**, thanked Randy Howard for his visit to Biggs, as well thanked staff for their help and efforts regarding Biggs' RPS information.

Teresa O'Neill, **Santa Clara**, announced the City Council named Manuel Pineda as the Chief Electric Utility Officer / Assistant City Manager.

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.

No items were pulled from the Consent Calendar for discussion.

Motion: A motion was made by Greg Scharff and seconded by Jerry Serventi to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, and 15. The motion carried by a majority of those members present on a roll call vote with the abstentions noted below for each item.

San Francisco BART, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent.

10. NCPA's Financials for the Month Ended May 31, 2019 – approval by all Members.

11. Treasurer's Report for the Month Ended May 31, 2019 – accept by all members.

12. Sale or Disposal of Surplus – note and file report by all members for the disposal of scrap metal and e-waste that was disposed of via recycling establishments.

Fiscal Impact: This report has no direct fiscal impact to the Agency.

13. Resolution 19-46, Designation of Applicant's Agent Resolution for Non-State Agencies – adopt resolution by all members authorizing renewal of the California Office of Emergency Services (Cal OES) Designation of Applicant's Agent Resolution for Non-State Agencies to the General Manager, Chief Financial Officer and Treasurer-Controller.
Fiscal Impact: Upon approval, the resolution will allow NCPA to continue to pursue reimbursement for open claims with Cal OES and FEMA past July 1, 2019. The pending claims for the Valley Fire reimbursement of \$209,308 for the Geothermal Project and the Beaver Creek reimbursement of \$484,876 for the Hydroelectric Project will be passed through to respective project participants as revenues and netted against expenses during the Year End Settlement Process in the fiscal year during which the reimbursements are received.

14. Resolution 19-48, SAGE Engineers, Inc. – Second Amendment to transfer assignment of Five Year Multi-Task Professional Services Agreement for dam safety engineering and other consulting services to Gannett Fleming, Inc.; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task Professional Services Agreement with SAGE Engineers, Inc., to transfer assignment of the agreement to Gannett Fleming, Inc., for engineering and other consulting services.

Fiscal Impact: Upon execution, the total cost of the agreement is not-to-exceed \$1,000,000 over five years to be used out of NCPA approved budgets as services are rendered.

15. Resolution 19-49, Air Hygiene International, Inc. – Five Year Multi-Task Consulting Services Agreement for source, rata and emissions testing services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Air Hygiene International, Inc., for source, rata and emissions testing services.

Fiscal Impact: Upon execution, the total cost of the agreement is not-to-exceed \$500,000.00 over five years, to be used out of the NCPA approved budget.

16. Resolution 19-50, Lodi Energy Center Transformer Replacement Project; Applicable to the following projects: Lodi Energy Center – adopt resolution by all members approving the Lodi Energy Center (LEC) Transformer Project utilizing Siemens Energy, Inc., and delegate to NCPA the authority to issue contracts and purchase orders necessary to complete this project without further approval by the Commission.

Fiscal Impact: The project was considered and approved in the FY20 budget. The funds will come from two sources. The first is through the normal budget funding process and the second is to reallocate the remaining funds from the transmission line upgrade project, which is completed.

Alameda, Palo Alto, Redding, and Shasta Lake abstained.

17. Resolution 19-51, Hydroelectric McKays Point Reservoir Sediment Removal Project – Basis of Design Report – adopt resolution by all members authorizing the General Manager or his designee to issue up to \$600,000 in purchase orders against existing agreements, for the preparation of the Basis of Design Report for the McKays Point Reservoir Sediment Removal Project.

Fiscal Impact: The entire McKays Sediment Removal Project is estimated to cost approximately \$31.8M, with most of that cost anticipated during construction forecast for FY2023. Funds for the Project are being collected from the participating members, and by the end of FY2019, the estimated Hydro Capital Development Reserve Net Ending balance is estimated to be approximately \$18M. Staff recommends authorizing the expenditure of up to \$600,000 at this time for preparation of a Basis of Design Report.

The FEMA document entitled “Public Assistance Cost Estimating Tool for Engineering and Design Services” provides a means of estimating engineering costs based on data from the American Society of Civil Engineers (ASCE) using the total construction cost for above-average complexity and standard complexity jobs. Both curves show engineering and design services at 7.1% for a \$31.8M project.

This analysis provides a method with which to evaluate the proposed levels of effort and budgets for preliminary engineering design and analysis for the Project. Staff believes that the BODR can be prepared for the significantly lower expenditure of \$600,000.

Redding and Shasta Lake abstained.

DISCUSSION / ACTION ITEMS

18. Resolution 19-33, Approval of Exhibit C, Revision 23 to Contract 96-SNR-00110 – adopt resolution by all members approving Exhibit C, Revision 23 to Contract 96-SNR-00110, and authorize the General Manager of NCPA to execute Exhibit C, Revision 23 to Contract 96-SNR-0010, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 23 to Contract 96-SNR-00110 approved by NCPA’s General Counsel.

Fiscal Impact: Execution of Exhibit C, Revision 23 to Contract 96-SNR-00110 would establish a commitment by NCPA, specifically the Assigning Members, to provide funds associated with federal FY 2023 in the amount of \$10,931,542.95. The obligation to provide funds survives termination of the O&M Agreement, but any and all future obligations would be absolved coincident with the termination of the Base Resource contract.

WAPA will invoice and collect funds according to a monthly schedule. Approximately one (1) month following payment, WAPA will return funds to NCPA through a bill credit on the monthly WAPA power bill. Therefore, the net fiscal impact is approximately zero dollars (\$0.00). Costs associated with this commitment will be allocated to the Assigning Members based on Western Allocation percentages.

Assistant General Manager Tony Zimmer provided a background on the details of Exhibit C, Revision 23 to contract 96-SNR-00110. NCPA executed the contract in December 2004, for funding of operation and maintenance of CVP Projects.

Motion: A motion was made by Greg Scharff and seconded by Jerry Serventi to adopt the resolution approving the Exhibit C, Revision 23 to Contract 96-SNR-00110, and authorize the General Manager of NCPA to execute Exhibit C, Revision 23 to Contract 96-SNR-0010, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 23 to Contract 96-SNR-00110 approved by NCPA's General Counsel. The motion carried by a unanimous roll call vote of the Pool Members.

19. Resolution 19-47, Approval of Four Multi-Task Consulting Services Agreements to Provide Wildfire Mitigation Plan Technical Advisory and/or Independent Evaluation Services, and Delegation of Authority to the NCPA General Manager or his Designee to Administer the Agreements to Provide Services to Eligible Entities Under the NCPA Shared Services Agreement and the Southern California Public Power Authority (SCPPA) Joint Services Agreement; Applicable to the following: NCPA, NCPA Members, the SCPPA, and SCPPA Members – authorizing the General Manager or his designee to enter into four separate multi-task consulting services agreements to provide Wildfire Mitigation Plan Technical Advisory and/or Independent Evaluation Services to NCPA, NCPA Members, as well as the Southern California Public Power Authority (SCPPA), and members of SCPPA, with any non-substantial changes recommended and approved by the NCPA General Counsel, with:

- Chloeta Fire, LLC, in an amount not-to-exceed \$1,000,000
- Dudek, in an amount not-to-exceed \$1,000,000
- Navigant Consulting, Inc., in an amount not-to-exceed \$1,000,000
- Siemens Industry, Inc., in an amount not-to-exceed \$1,000,000

Delegation of Authority to NCPA General Manager or his designee to administer these contracts to provide these services to eligible entities under the NCPA Shared Services Agreement and the SCPPA Joint Services Agreement.

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the four agreements is \$4,000,000 (or \$1,000,000 per each agreement) to enable NCPA, its members, SCPPA, and SCPPA members to utilize these services to assure compliance with state wildfire mitigation requirements. Any work completed by these firms under these agreements would be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously approved funds in NCPA's existing FY20 budget.

Assistant General Manager Jane Cirrincione provided a brief overview of the agreements and mentioned that staff did conduct a formal RFP process. The Legislative and Regulatory Affairs Committee were also briefed on this item at the last Committee meeting. General Counsel Jane Luckhardt mentioned that the agreements are enabling agreements and are used and paid upon as needed.

Motion: A motion was made by John Allard and seconded by Greg Scharff to adopt the resolution authorizing the General Manager or his designee to enter into four separate multi-task consulting services agreements with Chloeta Fire, LLC., Dudek, Navigant Consulting, Inc., and Siemens Industry, Inc., to provide Wildfire Mitigation Plan Technical Advisory and/or Independent Evaluation Services. The motion carried by a majority of those members present on roll call vote.

San Francisco BART, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent.

CLOSED SESSION

20. Conference with Legal Counsel – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *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.

21. Conference with Legal Counsel – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *In Re PG&E Corporation and Pacific Gas and Electric Company, Debtors; United States Bankruptcy Court, Northern District of California*, Case Nos. 19-30088 (Lead Case) and 19-30089 DM.

22. Conference with Legal Counsel – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *American Public Power Assoc. V. F.C.C., et al.*, United States Court of Appeals for the Ninth Circuit No. 19-70339 (FCC Nos. 18-133, 83-FR-51867).

23. Conference with Legal Counsel – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One case.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated there was no reportable action was taken on Closed Session items 20, 21 and 22.

Closed Session Disclosure: General Counsel Jane Luckhardt stated reportable action was taken on Closed Session item 23 to direct staff to join the settlement between States' Attorneys General and Citibank, N.A, by way of the terms set forth by the Commission.

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The Commission meeting recessed at 10:45 am.

The Chair of the Commission reconvened the meeting at 11:08 am.

The Commission meeting adjourned at 11:10 am.

Respectfully submitted,
//
ROGER FRITH
Commission Chair

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

Attachments

**Northern California Power Agency
Commission Meeting / Teleconference of June 27, 2019
COMMISSIONER
Attendance List**

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

| MEMBER | NAME |
|---|---------------------|
| 1 - ALAMEDA | Jerry Serventi |
| 2 - BIGGS | Roger Frith (Chair) |
| 3 - GRIDLEY | Paul Eckert |
| 4 - HEALDSBURG | David Hagele |
| 5 - LODI | Jay Marchessault |
| 6 - LOMPOC | Brad Wilkie |
| 7 - PALO ALTO | Greg Scharff |
| 8 - PORT OF OAKLAND | Jared Carpenter |
| 9 - PLUMAS-SIERRA REC | Bob Marshall |
| 10 - REDDING | Kirsten Schreder |
| 11 - ROSEVILLE | John Allard |
| 12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT | |
| 13 - SANTA CLARA | Teresa O'Neill |
| 14 - SHASTA LAKE | James Takehara |
| 15 - TRUCKEE DONNER | |
| 16 - UKIAH | Mel Grandi |

**Northern California Power Agency
ROLL CALL VOTE**

Topic:

4 May 23, 2019 Commission Minutes

| | <u>VOTE</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
|-----------------|-------------|----------------|---------------|
| Alameda | Y | | |
| BART | | | X |
| Biggs | Y | | |
| Gridley | Y | | |
| Healdsburg | Y | | |
| Lodi | | X | |
| Lompoc | Y | | |
| Palo Alto | Y | | |
| Plumas-Sierra | | | X |
| Port of Oakland | | | X |
| Redding | Y | | |
| Roseville | Y | | |
| Santa Clara | Y | | |
| Shasta Lake | Y | | |
| Truckee Donner | | | X |
| Ukiah | Y | | |

Passed and adopted this 27th day of June 2019, by the above vote on roll call.



ROGER FRITH
Commission Chair

ATTEST: 

CARY A. PADGETT
Assistant Secretary



CONSENT CALENDAR

All items on the Consent Calendar are considered routine and will be approved without discussion by a single-roll call vote. Any Commissioner or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar.

Prior to the roll call vote to approve the Consent Calendar, the Commissioners will be polled to determine if any Member wishes to abstain from one or more items on the Consent Calendar.

CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: **June 27, 2019**

Consent Items Listed on the Agenda: # 10 to # 17

Consent Items Removed from the Agenda and Approved Separately:

ROLL-CALL VOTE BY MEMBERS: *PA. lala*

| Member | Item Numbers Abstained | Vote | Absent |
|-----------------|------------------------|----------|----------|
| Alameda | <i>16</i> | <i>Y</i> | |
| BART | | | <i>X</i> |
| Biggs | | <i>Y</i> | |
| Gridley | | <i>Y</i> | |
| Healdsburg | | <i>X</i> | |
| Lodi | | <i>Y</i> | |
| Lompoc | | <i>Y</i> | |
| Palo Alto | <i>16</i> | <i>Y</i> | |
| Port of Oakland | | | <i>X</i> |
| Redding | <i>16, 17</i> | <i>Y</i> | |
| Roseville | | <i>Y</i> | |
| Santa Clara | | <i>X</i> | |
| Shasta Lake | <i>16, 17</i> | <i>Y</i> | |
| Truckee Donner | | | <i>X</i> |
| Ukiah | | <i>Y</i> | |
| Plumas-Sierra | | | <i>X</i> |

ATTEST:

[Signature]

 Cary A. Padgett
 Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

Topic:

Resolution 19-33

| | <u>VOTE</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
|-------------------|-------------|----------------|---------------|
| + Alameda | <u>Y</u> | _____ | _____ |
| BART | _____ | _____ | _____ |
| + Biggs | <u>Y</u> | _____ | _____ |
| + Gridley | <u>Y</u> | _____ | _____ |
| + Healdsburg | <u>Y</u> | _____ | _____ |
| + Lodi | <u>Y</u> | _____ | _____ |
| + Lompoc | <u>Y</u> | _____ | _____ |
| + Palo Alto | <u>Y</u> | _____ | _____ |
| + Plumas-Sierra | <u>Y</u> | _____ | _____ |
| + Port of Oakland | <u>Y</u> | _____ | _____ |
| Redding | _____ | _____ | _____ |
| Roseville | _____ | _____ | _____ |
| Santa Clara | _____ | _____ | _____ |
| Shasta Lake | _____ | _____ | _____ |
| Truckee Donner | _____ | _____ | _____ |
| + Ukiah | <u>Y</u> | _____ | _____ |

Passed and adopted this 27th day of June 2019, by the above vote on roll call.



ROGER FRITH
Commission Chair

ATTEST: 

CARY A. PADGETT
Assistant Secretary



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Commission Staff Report

AGENDA ITEM NO.: **5**

Date: July 26, 2019
To: NCPA Commission
Subject: July 3, 2019 Facilities Committee Meeting Minutes

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



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Minutes – Draft

Date: July 5, 2019
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: July 3, 2019 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** - The meeting was called to order by Committee Chair Tikan Singh at 9:03 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Terry Crowley (Healdsburg), Shiva Swaminathan (Palo Alto), and Kathleen Hughes and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Port of Oakland, Plumas-Sierra, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

- 2. Approve minutes from the June 5, 2019 Facilities Committee meeting.**

Motion: A motion was made by Jiayo Chiang and seconded by Bill Forsythe recommending approval of the June 5, 2019 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All Generation Services Facilities – Airgas USA, LLC MTEMS** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC for CEMS EPA gases, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA. This is an enabling agreement with no commitment of funds. NCPA has used this vendor for weekly deliveries of chemical gases in the past, and would like to get another agreement in place. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review.

Due to the delivery of chemical gases such as nitrogen, hydrogen, oxygen, argon, and certified mixes, in high pressure bottles, the vendor has requested changes to the release of liability in the agreement. The language in Sections 8.2, and 9.23 has been revised to reflect this request. These changes were reviewed and discussed by the Facilities Committee. This agreement will be used only for NCPA facilities.

Motion: A motion was made by Bill Forsythe and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC for

CEMS EPA gas purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

4. **All Generation Services Facilities, Members, SCPPA – Hudson Mechanical, Inc. MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Hudson Mechanical, Inc., to provide general T&M maintenance services related to project support and plant operations, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. This is an enabling agreement with no commitment of funds. This vendor was used in the overhauls, so staff recommend getting an agreement in place with this vendor. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review.

Motion: A motion was made by Jiayo Chiang and seconded by Bill Forsythe recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Hudson Mechanical, Inc. for general maintenance services which include but are not limited to welding, labor and materials, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

5. **All Generation Services Facilities (Except LEC), Members, SCPPA – Telstar Instruments, MTGSA –** Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Telstar Instruments to provide electrical services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA (except LEC), its Members, SCPPA, and SCPPA Members. This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. This is a non-union agreement, so LEC cannot use this vendor. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review.

Motion: A motion was made by Bill Forsythe and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Telstar Instruments for electrical services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA (with the exception of the Lodi Energy Center), its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Redding, Roseville, and Santa Clara. The motion passed.

6. **NCPA Solar Project 1 – Lodi Sites – CEQA Mitigated Negative Declaration for the Lodi Pixley Basin, Century East/West, and Parking Garage Sites –** Staff is seeking a recommendation for Commission approval of a resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and directing staff to file a Notice of Determination with the State Clearinghouse and San Joaquin County. ***This item was pulled and will be brought back at a later date.***

7. **NCPA Solar Project 1 – Healdsburg WRF Site – CEQA Mitigated Negative Declaration for the Healdsburg Water Reclamation Facility Site** – Staff is seeking a recommendation for Commission approval of a resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and directing staff to file a Notice of Determination with the State Clearinghouse and Sonoma County. ***This item was pulled and will be brought back at a later date.***
8. **NCPA Solar Project 1 – Redding Airport Site – CEQA Mitigated Negative Declaration for the Redding Airport Site** – Staff provided background information and was seeking a recommendation for Commission approval of a resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and directing staff to file a Notice of Determination with the State Clearinghouse and Shasta County.

The NCPA Solar project has 5 Member Participants at 7 different sites. Each site is currently going through City approvals and the 30-day public review of the Mitigated Negative Declaration (MND) process. The Redding Airport site has completed this process. The NEPA process is still in the works. The initial study and MND circulated to 23 public and interested agencies, plus the State Clearinghouse. The public comment ended June 24, 2019. There were two written comments, including the State Clearinghouse, which confirmed receipt and review, and the Department of Fish and Wildlife confirmed receipt with no comments. The Mitigation Monitoring and Reporting Program is the responsibility of the developer.

Next steps in the project include Commission approval of the CEQA Notice of Determination, the 3rd Phase Agreement, and bid evaluation and recommendation at the September Commission Meeting. Proposals are due August 4, 2019 for the RFP, plus a 3rd Phase Agreement workshop and review will be scheduled in July or August. Member approval meetings will be scheduled during October and November. The project will be awarded and construction will begin late November or early December.

Motion: A motion was made by Jiayo Chiang and seconded by Tikan Singh recommending Commission approval adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Redding Airport Site, and directing staff to file a notice of Determination with the State Clearinghouse and Shasta County. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Redding, and Roseville. ABSTAIN = Palo Alto and Santa Clara. The motion passed.

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

Geo – The Plant 1 Overhaul was completed and back online, May 27, 2019, with no safety incidents. Safety topics conducted during the month included mandatory OSHA and Geo specific training, bear awareness, in which a bear hasn't been spotted since June 14, 2019, and vegetation management around the transmission towers. The average June net generation level was 85.3 MW with an estimated monthly total at 61.9 GWhr. The P-Site Well Workover Project continued with rig mobilization on June 24, 2019 for wells P-9, P-7, P-5 and P-4. The P-9 well workover started July 1, 2019, and may be abandoned, should have news by next week. Staff encourage Members not to claim or sell RA output to third parties during the well workovers.

CTs – It was a very busy June for the CTs with 24 starts for CT1 and 3 for CT2, with YTD totals of 252, and 54 respectively. There were no planned outages for June. STIG tripped during one run due to instrument failure. Alameda U2 failed to start due to an instrument failure as well. Alameda U1 also failed to start due to a bleed valve problem. This unit needs a permanent solution as 6 valves are failing which are 35 years old.

Hydro – The New Spicer Reservoir has been full since early June. The reservoir was spilled for approximately 3 weeks, which has only happened 5 or 6 times previously over a 30 year period. Spill volumes for New Spicer Meadow were 22,500 acre-feet, and 24,500 acre-feet from

McKays. The McKays intake and crane are currently being repainted. The steel liner for the New Spicer Meadow Howell bunker valve has been repaired, and is back in service. The Collierville Tailwater Depression Upgrade has been completed. The next generator rewind for Unit 1 will begin August 5, 2019.

- 9. Review of Insurance Brokerage Service RFP Results and Recommendation of Broker Selection** – Staff provided an overview of the results of the insurance brokerage request for the proposal process and was seeking a recommendation for Commission approval of a Consulting Services Agreement with Aon Risk Insurance Services West, Inc., for insurance brokerage services. The Aon agreement expired the end of June. An RFP was issued with 3 brokers responding to the RFP including Marsh, Aon, and Willis. Aon’s public utility experience is extremely strong with references from Alameda, BART, Biggs, Gridley, Healdsburg, Ukiah, LADWP, SMUD, and TANC. Staff recommend continuing with the same broker, which has proven quality service, and the client executive is located in Sacramento.

Motion: A motion was made by Bill Forsythe and seconded by Jiayo Chiang recommending Commission approval of broker selection and the brokerage service agreement with Aon Risk Insurance Services West Inc., and authorizes the Agency’s General Manager to execute the brokerage service agreement on behalf of the Agency. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 10. Services Proposal for NID** – Staff discussed submitting a draft proposal to supply scheduling and dispatch services to Nevada Irrigation District in support of the Deer Creek Powerhouse.

NCPA responded to Nevada Irrigation District’s (NID) April 9, 2019 RFI with a Statement of Qualifications on April 30, 2019. NCPA staff then participated in an interview with NID on May 31, 2019. NID requested NCPA submit a formal proposal by July 8, 2019. The Deer Creek Powerhouse project was purchased from PG&E. It is a 5.7 MW “run of river” hydroelectric facility, which qualifies as RPS and RA. NCPA’s response was focused on scheduling/dispatch services, but NID also expressed interest in a PPA. NID is seeking an initial term of two years for services. These services would be similar to the MEID services. NID owns 7 hydroelectric projects for a total capacity output of 82.2MW. Some of these contracts will be expiring in the next couple of years, which would be a great opportunity for NCPA. Next steps include submitting a proposal to NID by July 8, 2019. Pending NID’s response to the formal proposal, staff will seek the appropriate next steps with the Facilities Committee and the NCPA Commission. Please contact staff with any questions or concerns.

- 11. New Business Opportunities** – Staff presented an update to the Committee regarding new business opportunities with SCPPA and Peninsula Clean Energy.

NCPA submitted a non-bidding proposal June 28, 2019 to Southern California Public Power Authority (SCPPA) for Scheduling Coordinator services at their Astoria 2 Photo Voltaic generating facility. This is an existing generating facility interconnected in the CAISO BAA. The services proposal includes scheduling and dispatch, meter data processing, settlement review and validation, and reporting and data management services.

Peninsula Clean Energy (PCE) is seeking proposals for Scheduling Coordinator services at their 200MW Wright Solar project. This will be a brand new solar photo voltaic facility located in the PG&E TAC area near Los Banos, CA in Merced County. Completion is schedule for the end of November 2019. Services requested include scheduling and dispatch, meter data processing, settlement review and validation, and reporting and data management services. The timeline proposed is a very quick turnaround for NCPA. Staff recommend submitting a proposal to the RFP by July 8, 2019. These services would be similar to the NCPA Geo scheduling. PCE will select shortlisted parties by July 12, 2019, conduct interviews July 19, 2019, and select the

scheduling coordinator July 26, 2019. Execution of a contract is scheduled for August 2019. Staff will update the Committee as needed.

12. Planning and Operations Update –

- SFWPA – Staff is currently developing a formal agreement with an indicative term sheet for SFWPA to review. Staff is also scheduling a tour of the facilities for IS staff of the SFWPA SCADA and control systems. Member participants are welcome to join. Please contact Tony Zimmer if interested.
- Cotenancy Negotiation Update – Parties met June 25 to discuss next steps. There was a lack of agreement regarding obligations of each party. NCPA, SVP and PG&E are currently aligned, but CDWR is not. Again parties met to discuss current positions July 2, with still a lack of agreement regarding obligations of the parties. NCPA learned new key information during this meeting regarding the assets of the transmission lines for Fulton and Lakeville. There will be a follow up discussion July 16. PG&E may file a unilateral Amendment at FERC July 30, and is asking for more time on the matter. NCPA needs a clear inventory of assets, and a better understanding of the agreement.
- Order 890 Status – Staff is seeking member input on specific projects of interest. Please contact NCPA staff regarding projects of interest.

13. Schedule Next Meeting Date – The next regular Facilities Committee meeting is scheduled for August 7, 2019.

ADJOURNMENT

The meeting was adjourned at 11:27 am by the Committee Chair.

**Northern California Power Agency
July 3, 2019 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> |
|-------------------|----------------------|
| ALAMEDA | |
| BART | |
| BIGGS | |
| GRIDLEY | |
| HEALDSBURG | |
| LODI | <i>Mayo Cherry</i> |
| LOMPOC | <i>John Lee</i> |
| PALO ALTO | |
| PLUMAS-SIERRA REC | |
| PORT OF OAKLAND | |
| REDDING | |
| ROSEVILLE | <i>Bill Forsythe</i> |
| SANTA CLARA | |
| TID | |
| UKIAH | |



Commission Staff Report

July 17, 2019

COMMISSION MEETING DATE: July 26, 2019

SUBJECT: June 30, 2019 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

| | | |
|--------------------------------------|-------------------------------------|--|
| IMPACTED MEMBERS: | | |
| 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 Shasta Lake <input type="checkbox"/> |
| City of Lompoc | <input type="checkbox"/> | City of Ukiah <input type="checkbox"/> |
| City of Palo Alto | <input type="checkbox"/> | Plumas-Sierra REC <input type="checkbox"/> |
| City of Redding | <input type="checkbox"/> | Port of Oakland <input type="checkbox"/> |
| City of Roseville | <input type="checkbox"/> | Truckee Donner PUD <input type="checkbox"/> |
| City of Santa Clara | <input type="checkbox"/> | Other <input type="checkbox"/> |
| <i>If other, please specify</i> | | |
| _____ | | |
| _____ | | |

RECOMMENDATION:

Approval by all members

NOTICE:

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the July 26, 2019 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 June 2019 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

The financial report 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.

Respectfully submitted,

A handwritten signature in black ink that reads "Randy Howard for". The signature is written in a cursive, flowing style.

RANDY S. HOWARD
General Manager

Attachments: (1)

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

**Schedule of Disbursements
(Unaudited)**

For the Month of June 2019

Operations:

| | | |
|---------------------------------|-----------|---------------------------------|
| Geothermal | \$ | 3,637,384 |
| Hydroelectric | | 2,768,749 |
| CT#1 Combustion Turbines | | 314,980 |
| CT#2 STIG | | 516,094 |
| Lodi Energy Center | | 2,597,936 |
| NCPA Operating | | <u>29,728,458</u> |
| Total | \$ | <u><u>39,563,601</u></u> |

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED JUNE 30, 2019

| |
|------------------------------------|
| PERCENT OF YEAR ELAPSED 100% |
|------------------------------------|

| | This Month | Actual Year To-Date | FY 2019 Budget | % Used | |
|---|-------------------|------------------------|--------------------|-------------|-----|
| <u>GENERATION RESOURCES</u> | | | | | |
| NCPA Plants | | | | | |
| Hydroelectric | | | | | |
| Other Plant Cost | \$ 2,511,361 | \$ 17,531,478 | \$ 16,699,691 | 105% | (a) |
| Debt Service (Net) | 2,451,545 | 33,722,255 | 35,156,824 | 96% | |
| Annual Budget Cost | 4,962,906 | 51,253,733 | 51,856,515 | 99% | |
| Geothermal | | | | | |
| Other Plant Cost | 3,419,845 | 30,911,605 | 29,488,515 | 105% | (b) |
| Debt Service (Net) | 411,408 | 4,936,896 | 4,936,896 | 100% | |
| Annual Budget Cost | 3,831,253 | 35,848,501 | 34,425,411 | 104% | |
| Combustion Turbine No. 1 | 1,328,449 | 9,449,281 | 8,105,701 | 117% | (c) |
| Combustion Turbine No. 2 (Stig) | | | | | |
| Fuel and Pipeline Transport Charges | 64,793 | 1,595,036 | 977,410 | 163% | (d) |
| Other Plant Cost | 340,141 | 2,200,934 | 2,048,734 | 107% | (d) |
| Debt Service (Net) | 476,392 | 5,716,708 | 5,716,708 | 100% | |
| Annual Budget Cost | 881,326 | 9,512,678 | 8,742,852 | 109% | |
| Lodi Energy Center | | | | | |
| Fuel | 1,119,741 | 46,237,543 | 33,092,116 | 140% | (e) |
| Other Plant Cost | 1,919,254 | 24,211,180 | 24,544,632 | 99% | |
| Debt Service (Net) | 2,173,321 | 26,079,853 | 26,079,852 | 100% | |
| Annual Budget Cost | 5,212,316 | 96,528,576 | 83,716,600 | 115% | |
| Member Resources - Energy | 7,224,104 | 61,276,584 | 64,448,814 | 95% | |
| Member Resources - Natural Gas | 409,884 | 4,276,352 | 3,098,278 | 138% | (f) |
| Western Resources | 3,522,583 | 23,668,929 | 31,349,618 | 75% | |
| Market Power Purchases | 2,044,886 | 23,702,445 | 15,539,033 | 153% | (g) |
| Load Aggregation Costs - CAISO | 31,763,602 | 545,580,496 | 273,858,269 | 199% | (h) |
| Net GHG Obligations | - | 2,647,045 | 1,122,972 | 236% | (i) |
| | 61,181,309 | 863,744,620 | 576,264,063 | 150% | |
| <u>TRANSMISSION</u> | | | | | |
| Independent System Operator | | | | | |
| Grid Management Charge | 647,119 | 6,417,494 | 3,662,271 | 175% | (j) |
| Wheeling Access Charge | 8,823,827 | 93,193,481 | 104,569,875 | 89% | |
| Ancillary Services | 1,788,850 | 12,600,184 | 3,040,303 | 414% | (k) |
| Other ISO Charges/(Credits) | (3,324,772) | 7,653,067 | 1,549,274 | 494% | (l) |
| | 7,935,024 | 119,864,226 | 112,821,723 | 106% | |
| <u>MANAGEMENT SERVICES</u> | | | | | |
| Legislative & Regulatory | | | | | |
| Legislative Representation | 287,875 | 2,043,861 | 2,023,068 | 101% | |
| Regulatory Representation | 96,868 | 688,155 | 886,616 | 78% | |
| Western Representation | 98,838 | 693,164 | 848,160 | 82% | |
| Member Services | 27,101 | 226,344 | 438,389 | 52% | |
| Judicial Action | 29,170 | 663,202 | 625,000 | 106% | (m) |
| Power Management | | | | | |
| System Control & Load Dispatch | 858,556 | 6,071,951 | 6,107,416 | 99% | |
| Forecasting, Planning, Prescheduling & Trading | 355,075 | 2,637,752 | 2,775,167 | 95% | |
| Industry Restructuring & Regulatory Affairs | 50,709 | 370,043 | 438,813 | 84% | |
| Contract Admin, Interconnection Svcs & External Affairs | 140,620 | 909,889 | 1,134,623 | 80% | |
| Green Power Project | 32 | 312 | 2,964 | 11% | |
| Gas Purchase Program | 9,341 | 66,606 | 77,781 | 86% | |
| Market Purchase Project | 11,826 | 87,210 | 112,014 | 78% | |

Management Services continued on next page

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED JUNE 30, 2019

| |
|------------------------------------|
| PERCENT OF YEAR ELAPSED 100% |
|------------------------------------|

| | This Month | Actual Year To-Date | FY 2019 Budget | % Used |
|---|------------------------|------------------------|-----------------------|-------------|
| Energy Risk Management | 48,240 | 240,903 | 259,585 | 93% |
| Settlements | 97,942 | 599,146 | 941,392 | 64% |
| Integrated Systems Support | 4,109 | 161,115 | 272,850 | 59% |
| Participant Pass Through Costs | 226,748 | 1,351,774 | 1,619,170 | 83% |
| Support Services | 32,008 | 914,713 | - | N/A |
| | 2,375,058 | 17,726,140 | 18,563,008 | 95% |
| TOTAL ANNUAL BUDGET COST | 71,491,391 | 1,001,334,986 | 707,648,794 | 142% |
| LESS: THIRD PARTY REVENUE | | | | |
| Plant ISO Energy Sales | 6,373,823 | 156,912,024 | 100,456,289 | 156% (n) |
| Member Resource ISO Energy Sales | 1,811,497 | 35,471,378 | 28,186,777 | 126% (o) |
| NCPA Contracts ISO Energy Sales | 1,297,067 | 25,276,012 | 14,720,326 | 172% (o) |
| Western Resource Energy Sales | 2,359,955 | 24,467,719 | 23,182,775 | 106% (p) |
| Load Aggregation Energy Sales | 19,319,357 | 308,436,008 | 131,328,609 | 235% (q) |
| Ancillary Services Sales | 1,213,386 | 6,122,285 | 4,409,129 | 139% (r) |
| Transmission Sales | 9,198 | 110,376 | 110,376 | 100% |
| Western Credits, Interest and Other Income | 73,487,576 | 98,964,638 | 37,414,086 | 265% (s) |
| | 105,871,859 | 655,760,440 | 339,808,367 | 193% |
| NET ANNUAL BUDGET COST TO PARTICIPANTS | \$ (34,380,468) | \$ 345,574,546 | \$ 367,840,427 | 94% |

- (a) Increase in costs due to greater than projected MWhs of generation. Hydro is at 168% of budgeted MWhs at 6/30/19. CA ISO charges have increased as a result of increased generation.
- (b) Increase in costs due to greater than anticipated maintenance cost for plant field equipment.
- (c) Increase in costs due to greater than projected MWhs of generation. CT1 is at 156% of budgeted MWhs at 6/30/19. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (d) Increase in costs due to greater than projected MWhs of generation. CT2 is at 293% of budgeted MWhs at 6/30/19. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (e) Increase in fuel costs due to higher price per mmBtu compared to budgeted price per mmBtu and greater than projected MWhs of generation. LEC is at 109% of budgeted MWhs at 6/30/19.
- (f) Increase due to greater than projected MWhs of generation at CT1, CT2, and LEC. See notes (a), (b), and (c).
- (g) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY19 budget including certain NextEra and Shell deals.
- (h) Increase due to higher than budgeted market prices and unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (i) Increase primarily due to greater than anticipated GHG allowances purchased at auction for City of Lodi, Healdsburg, and BART.
- (j) Increase due to greater than projected MWhs of generation. See notes (a), (c), (d) and (e).
- (k) Increase due to greater than projected MWhs of generation. See notes (a), (c), (d) and (e).
- (l) The budget to actual variance is caused by unbudgeted CAISO costs including imbalance costs, neutrality allocations, congestion offsets, and other cost allocations. These costs are not budgeted due to their unpredictable nature.
- (m) Variance due to higher than anticipated legal costs related to privileged and confidential legal proceedings.
- (n) Increase due to higher market prices caused by California wildfires and higher natural gas prices. Increase also due to greater than projected MWhs of generation. See notes (a), (c), (d), and (e).
- (o) Variance due to higher than anticipated ISO energy sales and higher market prices.
- (p) Increase due to higher than anticipated Hydro generation in FY 2019.
- (q) The load aggregation energy sales variance is due to unbudgeted sales related to East Bay Community Energy and San Jose Clean Energy.
- (r) Increase due to greater than projected MWhs of generation. See notes (a), (c), (d) and (e) and corresponding increase in ancillary services cost.
- (s) Variance caused by CCA revenues not included in the FY19 budget.

COMBINED STATEMENTS OF NET POSITION

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

UNAUDITED

| | June 30, | |
|---|----------------|--------------|
| | 2019 | 2018 |
| ASSETS | (in thousands) | |
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 38,302 | \$ 38,561 |
| Investments | 46,522 | 36,963 |
| Accounts receivable | | |
| Participants | 3 | 950 |
| Other | 2,228 | 1,797 |
| Interest receivable | 504 | 319 |
| Inventory and supplies | 8,891 | 9,746 |
| Prepaid expenses | 1,729 | 1,572 |
| TOTAL CURRENT ASSETS | 98,179 | 89,908 |
| RESTRICTED ASSETS | | |
| Cash and cash equivalents | 57,635 | 65,435 |
| Investments | 154,177 | 153,830 |
| Interest receivable | 610 | 640 |
| TOTAL RESTRICTED ASSETS | 212,422 | 219,905 |
| ELECTRIC PLANT | | |
| Electric plant in service | 1,506,366 | 1,504,621 |
| Less: accumulated depreciation | (1,004,069) | (973,466) |
| | 502,297 | 531,155 |
| Construction work-in-progress | 182 | 182 |
| TOTAL ELECTRIC PLANT | 502,479 | 531,337 |
| OTHER ASSETS | | |
| Regulatory assets | 227,696 | 231,147 |
| Preliminary survey and investigation costs | 459 | 18 |
| Investment in associated company | 265 | 265 |
| TOTAL ASSETS | 1,041,500 | 1,072,580 |
| DEFERRED OUTFLOWS OF RESOURCES | | |
| Excess cost on refunding of debt | 33,521 | 41,876 |
| Pension deferrals | 19,200 | 19,200 |
| TOTAL DEFERRED OUTFLOWS OF RESOURCES | 52,721 | 61,076 |
| TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES | \$ 1,094,221 | \$ 1,133,656 |

COMBINED STATEMENTS OF NET POSITION

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

UNAUDITED

| | June 30, | |
|--|--------------|--------------|
| | 2019 | 2018 |
| (in thousands) | | |
| LIABILITIES | | |
| CURRENT LIABILITIES | | |
| Accounts payable and accrued expenses | \$ 34,541 | \$ 22,020 |
| Accounts and retentions payable - restricted for construction | 10 | - |
| Member advances | 1,380 | 1,068 |
| Operating reserves | 22,039 | 21,328 |
| Current portion of long-term debt | 33,340 | 42,335 |
| Accrued interest payable | 8,418 | 8,638 |
| TOTAL CURRENT LIABILITIES | 99,728 | 95,389 |
| NON-CURRENT LIABILITIES | | |
| Net pension and OPEB liability | 76,002 | 76,002 |
| Operating reserves and other deposits | 146,160 | 144,406 |
| Interest rate swap liability | 14,613 | 11,109 |
| Long-term debt, net | 647,273 | 694,597 |
| TOTAL NON-CURRENT LIABILITIES | 884,048 | 926,114 |
| TOTAL LIABILITIES | 983,776 | 1,021,503 |
| DEFERRED INFLOWS OF RESOURCES | | |
| Regulatory credits | 67,900 | 70,890 |
| Pension and OPEB deferrals | 3,195 | 3,195 |
| TOTAL DEFERRED INFLOWS OF RESOURCES | 71,095 | 74,085 |
| NET POSITION | | |
| Net investment in capital assets | (47,398) | (63,119) |
| Restricted | 48,253 | 60,318 |
| Unrestricted | 38,495 | 40,869 |
| TOTAL NET POSITION | 39,350 | 38,068 |
| TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION | \$ 1,094,221 | \$ 1,133,656 |

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

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

UNAUDITED

| | Twelve Months Ended June 30, | |
|-------------------------------------|------------------------------|------------------|
| | 2019 | 2018 |
| | (in thousands) | |
| OPERATING REVENUES | | |
| Participants | \$ 367,294 | \$ 381,762 |
| Other Third-Party | 328,889 | 179,121 |
| TOTAL OPERATING REVENUES | <u>696,183</u> | <u>560,883</u> |
| OPERATING EXPENSES | | |
| Purchased power | 297,001 | 224,197 |
| Operations | 97,969 | 74,190 |
| Transmission | 180,633 | 137,251 |
| Depreciation | 30,844 | 30,915 |
| Maintenance | 25,999 | 21,497 |
| Administrative and general | 22,697 | 21,140 |
| TOTAL OPERATING EXPENSES | <u>655,143</u> | <u>509,190</u> |
| NET OPERATING REVENUES | <u>41,040</u> | <u>51,693</u> |
| NON OPERATING (EXPENSES) REVENUES | | |
| Interest expense | (39,711) | (34,728) |
| Interest income | 8,817 | 1,245 |
| Other | 8,060 | 7,924 |
| TOTAL NON OPERATING EXPENSES | <u>(22,834)</u> | <u>(25,559)</u> |
| FUTURE RECOVERABLE AMOUNTS | (3,348) | (11,812) |
| REFUNDS TO PARTICIPANTS | <u>(13,576)</u> | <u>(10,314)</u> |
| INCREASE (DECREASE) IN NET POSITION | 1,282 | 4,008 |
| NET POSITION, Beginning of year | <u>38,068</u> | <u>34,060</u> |
| NET POSITION, Period ended | <u>\$ 39,350</u> | <u>\$ 38,068</u> |

OTHER FINANCIAL INFORMATION
COMBINING STATEMENT OF NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

| June 30, 2019 | | | | | | | | | | | | | |
|---|------------|---------------|-----------------------------|-----------------------------|------------|--------------------|----------------------|--------------------------------|----------------------------|--------------|----------|----|-------------|
| GENERATING & TRANSMISSION RESOURCES | | | | | | | | | | | | | |
| | Geothermal | Hydroelectric | Multiple Capital Facilities | | CT No. One | Lodi Energy Center | Transmission No. One | Purchased Power & Transmission | Associated Member Services | Other Agency | Combined | | |
| | | | Hydroelectric | Multiple Capital Facilities | | | | | | | | | |
| \$ | 1 | \$ | 1 | \$ | 1 | \$ | 74 | \$ | - | \$ | 37,592 | \$ | 38,302 |
| | - | - | - | - | - | - | - | - | - | - | 46,522 | - | 46,522 |
| | - | - | - | - | - | - | - | - | - | - | - | 3 | 3 |
| | 5 | - | - | - | - | - | - | 1,891 | - | - | 332 | - | 2,228 |
| | - | - | - | - | - | - | - | 106 | 2 | - | 396 | - | 504 |
| | 4,509 | 1,574 | 246 | 359 | 2,203 | - | - | - | - | - | - | - | 8,891 |
| | 349 | 435 | 34 | 52 | 297 | - | - | - | 40 | - | 522 | - | 1,729 |
| | 11,591 | 15,868 | 2,069 | 1,232 | 12,002 | - | - | 27,458 | 8,616 | - | (78,836) | - | - |
| | 16,455 | 17,877 | 2,350 | 1,644 | 14,576 | - | - | 29,455 | 9,291 | - | 6,531 | - | 98,179 |
| TOTAL CURRENT ASSETS | | | | | | | | | | | | | |
| | 10,933 | 17,215 | 1,488 | - | 3,243 | - | - | 3,729 | - | - | 21,027 | - | 57,635 |
| | 20,727 | 28,166 | 4,640 | - | 21,569 | - | - | 25,345 | - | - | 53,730 | - | 154,177 |
| | 115 | 131 | 16 | - | 70 | - | - | - | - | - | 278 | - | 610 |
| | 31,775 | 45,512 | 6,144 | - | 24,882 | - | - | 29,074 | - | - | 75,035 | - | 212,422 |
| RESTRICTED ASSETS | | | | | | | | | | | | | |
| | 571,460 | 395,080 | 64,852 | 36,552 | 423,853 | 7,736 | - | - | 839 | 5,994 | (3,401) | - | 1,506,366 |
| | (539,326) | (271,697) | (50,567) | (34,670) | (96,170) | (7,736) | - | - | (502) | (3,401) | - | - | (1,004,069) |
| | 32,134 | 123,383 | 14,285 | 1,882 | 327,683 | - | - | - | 337 | 2,593 | - | - | 502,297 |
| | - | - | - | - | 182 | - | - | - | - | - | - | - | 182 |
| | 32,134 | 123,383 | 14,285 | 1,882 | 327,865 | - | - | - | 337 | 2,593 | - | - | 502,479 |
| TOTAL ELECTRIC PLANT | | | | | | | | | | | | | |
| | (598) | 132,168 | 8,889 | - | 25,445 | - | - | - | - | 61,792 | - | - | 227,696 |
| | - | - | - | - | - | - | - | - | - | - | 459 | - | 459 |
| | - | - | - | - | - | - | - | - | - | - | 265 | - | 265 |
| | 79,766 | 318,940 | 31,668 | 3,526 | 392,768 | - | - | 58,529 | 10,087 | 146,216 | - | - | 1,041,500 |
| TOTAL ASSETS | | | | | | | | | | | | | |
| | 1,585 | 29,332 | 782 | - | 1,822 | - | - | - | - | - | - | - | 33,521 |
| | - | - | - | - | - | - | - | - | - | - | 19,200 | - | 19,200 |
| | 1,585 | 29,332 | 782 | - | 1,822 | - | - | - | - | - | 19,200 | - | 52,721 |
| TOTAL DEFERRED OUTFLOWS OF RESOURCES | | | | | | | | | | | | | |
| \$ | 81,351 | 348,272 | 32,450 | 3,526 | 394,590 | - | - | 58,529 | 10,087 | 165,416 | - | - | 1,094,221 |

* Eliminated in Combination

OTHER FINANCIAL INFORMATION
COMBINING STATEMENT OF NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

June 30, 2019

| | GENERATING & TRANSMISSION RESOURCES | | | | | | | | | | Other Agency | Combined |
|----|-------------------------------------|---------------|-----------------------------|------------|--------------------|--------------|--------------------------------|----------------------------|------------|--------------|--------------|----------|
| | Geothermal | Hydroelectric | Multiple Capital Facilities | CT No. One | Lodi Energy Center | Transmission | Purchased Power & Transmission | Associated Member Services | | | | |
| \$ | 159 | \$ 1,070 | \$ 2 | \$ 4 | \$ 494 | \$ - | \$ 26,712 | \$ - | \$ - | \$ 6,100 | \$ 34,541 | |
| | - | 10 | - | - | - | - | - | - | - | - | 10 | |
| | 791 | - | - | - | - | - | - | 589 | - | - | 1,380 | |
| | 5,331 | 250 | 513 | 2,669 | 13,276 | - | - | - | - | - | 22,039 | |
| | 4,420 | 12,685 | 4,195 | - | 12,040 | - | - | - | - | - | 33,340 | |
| | 265 | 6,322 | 635 | - | 1,196 | - | - | - | - | - | 8,418 | |
| | 10,966 | 20,337 | 5,345 | 2,673 | 27,006 | - | 26,712 | 589 | - | 6,100 | 99,728 | |
| | - | - | - | - | - | - | - | - | - | - | - | |
| | 21,712 | 14,971 | - | - | 1,159 | - | 29,180 | 4,105 | - | 76,002 | 76,002 | |
| | - | 14,613 | - | - | - | - | - | - | - | 75,033 | 146,160 | |
| | 20,100 | 282,253 | 25,870 | - | 319,050 | - | - | - | - | - | 14,613 | |
| | 41,812 | 311,837 | 25,870 | - | 320,209 | - | 29,180 | 4,105 | - | 151,035 | 884,048 | |
| | 52,778 | 332,174 | 31,215 | 2,673 | 347,215 | - | 55,892 | 4,694 | - | 157,135 | 983,776 | |
| | 18,908 | 4,157 | 850 | 1,016 | 39,556 | - | - | 337 | - | 3,076 | 67,900 | |
| | - | - | - | - | - | - | - | - | - | 3,195 | 3,195 | |
| | 18,908 | 4,157 | 850 | 1,016 | 39,556 | - | - | 337 | - | 6,271 | 71,095 | |
| | (4,554) | (22,977) | (6,944) | - | (12,923) | - | - | - | - | - | (47,398) | |
| | 8,904 | 20,063 | 5,508 | - | 13,651 | - | - | 127 | - | - | 48,253 | |
| | 5,315 | 14,855 | 1,821 | (163) | 7,091 | - | 2,637 | 4,929 | 2,010 | - | 38,495 | |
| | 9,665 | 11,941 | 385 | (163) | 7,819 | - | 2,637 | 5,056 | 2,010 | - | 39,350 | |
| \$ | 81,351 | \$ 348,272 | \$ 32,450 | \$ 3,526 | \$ 394,590 | \$ - | \$ 58,529 | \$ 10,087 | \$ 165,416 | \$ 1,094,221 | | |

LIABILITIES

CURRENT LIABILITIES

Accounts payable and accrued expenses
Accounts and retentions payable - restricted for construction
Member advances
Operating reserves
Current portion of long-term debt
Accrued interest payable

TOTAL CURRENT LIABILITIES

NON-CURRENT LIABILITIES

Net pension and OPEB liability
Operating reserves and other deposits
Interest rate swap liability
Long-term debt, net

TOTAL NON-CURRENT LIABILITIES

TOTAL LIABILITIES

DEFERRED INFLOWS OF RESOURCES

Regulatory credits
Pension and OPEB deferrals
TOTAL DEFERRED INFLOWS OF RESOURCES

NET POSITION

Net investment in capital assets
Restricted
Unrestricted

TOTAL NET POSITION

TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION

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 Twelve Months Ended June 30, 2019

| | GENERATING & TRANSMISSION RESOURCES | | | | | | | | | |
|---|-------------------------------------|---------------|-----------------------------------|---------------|-----------------------|--------------|--------------------------------------|----------------------------------|-----------------|------------|
| | Geothermal | Hydroelectric | Multiple Capital Facilities | CT No. One | Lodi Energy Center | Transmission | Purchased Power & Transmission | Associated Member Services | Other Agency | Combined |
| OPERATING REVENUES | | | | | | | | | | |
| Participants | \$ (1,127) | \$ 13,633 | \$ 4,944 | \$ 7,297 | \$ 17,692 | \$ - | \$ 303,346 | \$ 20,687 | \$ 822 | \$ 367,294 |
| Other Third-Party | 35,892 | 45,105 | 2,137 | 2,016 | 78,574 | - | 162,450 | 2,711 | 4 | 328,889 |
| TOTAL OPERATING REVENUES | 34,765 | 58,738 | 7,081 | 9,313 | 96,266 | - | 465,796 | 23,398 | 826 | 696,183 |
| OPERATING EXPENSES | | | | | | | | | | |
| Purchased power | 693 | 3,701 | 175 | 381 | 4,620 | - | 287,431 | - | - | 297,001 |
| Operations | 16,388 | 4,490 | 2,232 | 2,117 | 56,344 | - | 4,276 | 12,122 | - | 97,969 |
| Transmission | 269 | 454 | 50 | 209 | 757 | - | 178,889 | 5 | - | 180,633 |
| Depreciation | 3,914 | 9,472 | 2,203 | 192 | 14,617 | - | - | 104 | 342 | 30,844 |
| Maintenance | 9,126 | 4,123 | 652 | 7,002 | 4,972 | - | - | 124 | - | 25,999 |
| Administrative and general | 4,099 | 4,813 | 613 | 797 | 4,943 | - | - | 7,198 | 234 | 22,697 |
| Intercompany (sales) purchases, net* | (700) | 277 | 72 | 101 | 312 | - | - | (62) | - | - |
| TOTAL OPERATING EXPENSES | 33,789 | 27,330 | 5,997 | 10,799 | 86,565 | - | 470,596 | 19,491 | 576 | 655,143 |
| NET OPERATING REVENUES | 976 | 31,408 | 1,084 | (1,486) | 9,701 | - | (4,800) | 3,907 | 250 | 41,040 |
| NON OPERATING (EXPENSES) REVENUES | | | | | | | | | | |
| Interest expense | (537) | (22,929) | (1,487) | - | (14,758) | - | - | - | - | (39,711) |
| Interest income | 1,098 | 1,344 | 144 | 2 | 1,355 | - | 1,391 | 98 | 3,385 | 8,817 |
| Other | - | 6 | 2,471 | - | 5,173 | - | 64 | 44 | 302 | 8,060 |
| TOTAL NON OPERATING (EXPENSES) REVENUES | 561 | (21,579) | 1,128 | 2 | (8,230) | - | 1,455 | 142 | 3,687 | (22,834) |
| FUTURE RECOVERABLE AMOUNTS | (814) | (3,067) | (2,076) | 1,045 | 1,564 | - | - | - | - | (3,348) |
| REFUNDS TO PARTICIPANTS | (2,982) | (2,208) | (160) | 902 | 1,540 | - | (2,114) | (5,790) | (2,764) | (13,576) |
| INCREASE (DECREASE) IN NET POSITION | (2,259) | 4,554 | (24) | 463 | 4,575 | - | (5,459) | (1,741) | 1,173 | 1,282 |
| NET POSITION, Beginning of year | 11,924 | 7,387 | 409 | (626) | 3,244 | - | 8,096 | 6,797 | 837 | 38,068 |
| NET POSITION, Period ended | \$ 9,665 | \$ 11,941 | \$ 385 | \$ (163) | \$ 7,819 | \$ - | \$ 2,637 | \$ 5,056 | \$ 2,010 | \$ 39,350 |

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
 AGED ACCOUNTS RECEIVABLE
 June 30, 2019

| <u>Status</u> | <u>Participant / Customer</u> | <u>Description</u> | <u>Amount</u> |
|---|-------------------------------|--------------------|---------------------|
| CURRENT | | | \$ 2,228,356 |
| PAST DUE: | | | |
| 1 - 30 | Lodi | Training Services | 2,275.78 * |
| 31 - 60 | CDWR | Training Services | 72 * |
| 61 - 90 | | | |
| 91 - 120 | | | |
| Over 120 Days | | | |
| PARTICIPANT and OTHER RECEIVABLES (net) | | | <u>\$ 2,230,704</u> |

* Denotes items paid/applied after June 30, 2019.



11

Commission Staff Report

July 17, 2019

COMMISSION MEETING DATE: July 26, 2019

SUBJECT: Treasurer's Report for Month Ended June 30, 2019

AGENDA CATEGORY: Consent

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

| | | |
|--|---|---|
| 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"/> |
| <i>If other, please specify</i> | | |
| <hr/> | | |
| <hr/> | | |

RECOMMENDATION:

Approval by all members.

BACKGROUND:

In compliance with Agency 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 \$13,975,505 of which approximately \$1,369,265 was applicable to Special and Reserve Fund Deposits, \$8,255,380 to Debt Service and \$4,350,860 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 \$282,481,207 at month end. The current market value of the portfolio totaled \$283,863,878.

The overall portfolio had a combined weighted average interest rate of 2.184% with a bond equivalent yield (yield to maturity) of 2.214%. Investments with a maturity greater than one year totaled \$165,315,000. June maturities totaled \$49 million and monthly receipts totaled \$43 million. During the month \$24 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 decreased 24 basis points (from 2.37% to 2.13%) and rates on one year T-Bills decreased 35 basis points (from 2.28% to 1.93%).

To the best of my knowledge and belief, all securities held by NCPA as of June 30, 2019 are in compliance with the Agency'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 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

Attachment

SR: 178:19

Market Value
~~\$755,771,220.26~~
\$283,863,878
Greater than
1 year
\$165,315,000.

SOUTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

JUNE 30, 2019

TABLE OF CONTENTS

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| CASH ACTIVITY SUMMARY | 2 |
| INVESTMENT ACTIVITY SUMMARY | 3 |
| INTEREST RATE/YIELD ANALYSIS | 4 |
| INVESTMENT MATURITIES ANALYSIS | 5 |
| DETAIL REPORT OF INVESTMENTS | APPENDIX |

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
June 30, 2019**

| | CASH | INVESTMENTS | TOTAL | PERCENT |
|-------------------|----------------------|-----------------------|-----------------------|----------------|
| NCPA FUNDS | | | | |
| Operating | \$ 2,107,343 | \$ 110,480,540 | \$ 112,587,883 | 37.98% |
| Special Deposits | 1,348,089 | - | 1,348,089 | 0.46% |
| Construction | 895,428 | 4,157,303 | 5,052,731 | 1.70% |
| Debt Service | 8,255,380 | 22,155,216 | 30,410,596 | 10.26% |
| Special & Reserve | 1,369,265 | 145,688,148 | 147,057,413 | 49.61% |
| | <u>\$ 13,975,505</u> | <u>\$ 282,481,207</u> | <u>\$ 296,456,712</u> | <u>100.00%</u> |

Portfolio Investments at Market Value

\$ 283,863,878

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
June 30, 2019**

| | RECEIPTS | | | EXPENDITURES | | | CASH INCREASE / (DECREASE) |
|-------------------|----------------------|----------------------|-------------------------|------------------------|-------------------------|----------------------------------|----------------------------------|
| | OPS/CONSTR | INTEREST (NOTE B) | INVESTMENTS (NOTE A) | OPS/CONSTR | INVESTMENTS (NOTE B) | INTER-COMPANY/ FUND TRANSFERS | |
| NCPA FUNDS | | | | | | | |
| Operating | \$ 35,936,565 | \$ 160,338 | \$ 17,911,871 | \$ (20,432,189) | \$ (17,084,658) | \$ (16,522,880) | \$ (30,953) |
| Special Deposits | 3,521,973 | 11 | - | (14,131,307) | - | 11,057,013 | 447,690 |
| Construction | - | - | - | - | - | - | - |
| Debt Service | 3,088,861 | 2,775 | 24,546,302 | (25,536,644) | - | 5,221,465 | 7,322,759 |
| Special & Reserve | 257,469 | 405,227 | 6,275,000 | - | (7,057,097) | 244,402 | 125,001 |
| | <u>\$ 42,804,868</u> | <u>\$ 568,351</u> | <u>\$ 48,733,173</u> | <u>\$ (60,100,140)</u> | <u>\$ (24,141,755)</u> | <u>\$ -</u> | <u>\$ 7,864,497</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
June 30, 2019**

| | PURCHASED | SOLD OR MATURED | (NON-CASH) | (NON-CASH) | INVESTMENTS | |
|-------------------|----------------------|------------------------|----------------------|------------------------|-------------|--------------------------|
| | | | DISC/(PREM) AMORT | GAIN/(LOSS) ON SALE | TRANSFERS | INCREASE / (DECREASE) |
| NCPA FUNDS | | | | | | |
| Operating | \$ 17,084,658 | \$ (17,911,871) | \$ 14,616 | \$ - | \$ - | \$ (812,597) |
| Special Deposits | - | - | - | - | - | - |
| Construction | - | - | 3,289 | - | - | 3,289 |
| Debt Service | - | (24,546,302) | 49,354 | 8 | - | (24,496,940) |
| Special & Reserve | 7,057,097 | (6,275,000) | (2,229) | 4,019 | - | 783,887 |
| | <u>\$ 24,141,755</u> | <u>\$ (48,733,173)</u> | <u>\$ 65,030</u> | <u>\$ 4,027</u> | <u>\$ -</u> | <u>\$ (24,522,361)</u> |

Less Non- Cash Activity

Disc/(Prem) Amortization & Gain/(Loss) on Sale (69,057)

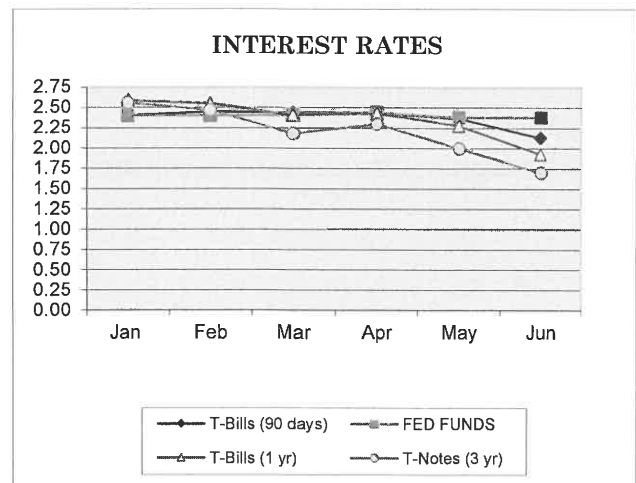
Net Change in Investment --Before Non-Cash Activity \$ (24,591,418)

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
June 30, 2019**

| | <u>WEIGHTED AVERAGE INTEREST RATE</u> | <u>BOND EQUIVALENT YIELD</u> |
|--------------------------------|---|--------------------------------------|
| OVERALL COMBINED | <u><u>2.184%</u></u> | <u><u>2.214%</u></u> |
| <u>OPERATING FUNDS:</u> | 2.119% | 2.233% |
| <u>PROJECTS:</u> | | |
| Geothermal | 2.131% | 2.243% |
| Capital Facilities | 2.368% | 2.400% |
| Hydroelectric | 2.331% | 2.414% |
| Lodi Energy Center | 1.972% | 1.644% |

| KEY INTEREST RATES | | |
|---------------------------|----------------|-----------------------|
| | <u>CURRENT</u> | <u>PRIOR YEAR</u> |
| Fed Fds (Overnight) | 2.38% | 1.92% |
| T-Bills (90da.) | 2.13% | 1.93% |
| Agency Disc (90da.) | 2.13% | 1.90% |
| T-Bills (1yr.) | 1.93% | 2.33% |
| Agency Disc (1yr.) | 1.90% | 2.30% |
| T-Notes (3yr.) | 1.70% | 2.62% |



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
June 30, 2019**

| 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 | \$ 18,601 | \$ 1,919 | \$4,515 | \$ 2,464 | \$ 8,760 | \$ 102,519 | \$ 2,000 | \$ 140,778 | 49.37% |
| Corporate Bonds (MTN) | - | - | - | - | 1,000 | 59,150 | - | 60,150 | 21.09% |
| US Bank Trust Money Market | 2,690 | - | - | - | - | - | - | 2,690 | 0.94% |
| Commercial Paper | 19,270 | - | - | - | - | - | - | 19,270 | 6.77% |
| Investment Trusts (LAIF) | 42,107 | - | - | - | - | - | - | 42,107 | 14.77% |
| Investment Trusts (CAMP) | 5,089 | - | - | - | - | - | - | 5,089 | 1.79% |
| U.S.Treasury Market Acct. * | 11,231 | - | - | - | - | - | - | 11,231 | 3.94% |
| U.S.Treasury Bill/Note | - | 2,133 | 48 | - | - | 146 | - | 2,327 | 0.82% |
| Certificates of Deposit | 10 | - | - | - | - | 1,500 | - | 1,510 | 0.53% |
| Total Dollars | \$ 98,997 | \$4,052 | \$4,563 | \$2,464 | \$9,760 | \$163,315 | \$2,000 | \$ 285,151 | 100.00% |
| Total Percents | 34.71% | 1.42% | 1.60% | 0.86% | 3.42% | 57.27% | 0.70% | 100.00% | |

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 Union Bank of California 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
06/30/2019

Operating

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equity Yield | Market Value | CUSIP | Investment # | Carrying Value |
|----------------------|---------------------|--------------|---------------|---------------|-----------------|---------------|------------------|--------------------|--------------|-----------|--------------|----------------|
| US Bank, N.A. | USB | 5,125,000 | 1.850 | 11/26/2014 | 5,125,000 | | 1 | 1.850 | 5,125,000 | SYS70101 | 70101 | 5,125,000 |
| Local Agency Investm | LAIF | 20,275,197 | 2.546 | 07/01/2013 | 20,275,197 | | 1 | 2.546 | 20,275,197 | SYS70000 | 70000 | 20,275,197 |
| California Asset Mgm | CMP | 4,456 | 2.640 | 10/19/2018 | 4,456 | | 1 | 2.640 | 4,456 | SYS70070 | 70070 | 4,456 |
| Union Bank of Califo | UBOC | 1,038,693 | 0.002 | 07/01/2013 | 1,038,693 | | 1 | 0.002 | 1,038,693 | SYS70014 | 70014 | 1,038,693 |
| US Bank | USB | 2,107,343 | 0.001 | 06/30/2013 | 2,107,343 | | 1 | 0.001 | 2,107,343 | SYS70050 | 70050 | 2,107,343 |
| US Bank | USB | 14,144,804 | 0.850 | 08/24/2017 | 14,144,804 | | 1 | 0.850 | 14,144,804 | SYS70056 | 70056 | 14,144,804 |
| US Bank | USB | 10,000 | 0.050 | 04/07/2019 | 10,000 | 07/07/2019 | 6 | 0.050 | 10,000 | SYS30317 | 30317 | 10,000 |
| General Dynamics | UBOC | 1,000,000 | 2.875 | 09/20/2018 | 988,980 | 05/11/2020 | 315 | 2.937 | 1,004,960 | 369550BA5 | 26668 | 999,465 |
| Federal Home Loan Ba | UBOC | 4,975,000 | 1.600 | 08/28/2017 | 4,990,373 | 07/17/2020 | 382 | 1.490 | 4,951,817 | 3130ABTW6 | 26466 | 4,980,593 |
| Walmart, Inc. | UBOC | 1,000,000 | 1.900 | 09/20/2018 | 979,580 | 12/15/2020 | 533 | 2.848 | 998,200 | 931142EA7 | 26674 | 986,708 |
| John Deere Capital C | UBOC | 500,000 | 2.350 | 09/21/2018 | 492,195 | 01/08/2021 | 557 | 3.057 | 501,495 | 24422ETZ2 | 26676 | 494,838 |
| Federal Home Loan Ba | UBOC | 2,785,000 | 1.400 | 07/19/2016 | 2,783,608 | 01/19/2021 | 568 | 1.411 | 2,759,239 | 3130A8P80 | 26355 | 2,784,520 |
| Cisco Systems Inc. | UBOC | 1,000,000 | 2.200 | 09/20/2018 | 982,020 | 02/28/2021 | 608 | 2.969 | 1,000,570 | 17275RBD3 | 26667 | 987,774 |
| Home Depot Inc. | UBOC | 500,000 | 2.000 | 03/21/2018 | 487,800 | 04/01/2021 | 640 | 2.846 | 499,800 | 437076BL5 | 26558 | 492,949 |
| Intel Corp | UBOC | 1,000,000 | 1.700 | 09/20/2018 | 968,960 | 05/19/2021 | 688 | 2.919 | 992,370 | 458140AW0 | 26670 | 978,065 |
| Pfizer Inc | UBOC | 500,000 | 1.950 | 06/12/2018 | 487,130 | 06/03/2021 | 703 | 2.858 | 498,750 | 717081DX8 | 26617 | 491,684 |
| Federal Farm Credit | UBOC | 2,602,000 | 1.720 | 08/28/2017 | 2,611,784 | 07/26/2021 | 756 | 1.620 | 2,598,201 | 3133EHSR5 | 26465 | 2,607,177 |
| Federal Home Loan Mt | UBOC | 3,500,000 | 1.500 | 11/23/2016 | 3,500,000 | 08/23/2021 | 784 | 1.500 | 3,474,975 | 3134GAVH4 | 26385 | 3,500,000 |
| American Honda Finan | UBOC | 1,000,000 | 1.700 | 09/20/2018 | 959,220 | 09/09/2021 | 801 | 3.149 | 988,510 | 02665WBG5 | 26669 | 969,940 |
| 3M Company | UBOC | 1,000,000 | 3.000 | 09/21/2018 | 999,480 | 09/14/2021 | 806 | 3.018 | 1,018,980 | 88579YBA8 | 26675 | 999,616 |
| Federal Home Loan Mt | UBOC | 202,000 | 2.200 | 01/30/2017 | 202,000 | 01/26/2022 | 940 | 2.200 | 202,044 | 3134GAV92 | 26403 | 202,000 |
| Procter & Gamble | UBOC | 1,000,000 | 2.300 | 09/20/2018 | 975,770 | 02/06/2022 | 951 | 3.060 | 1,007,910 | 742718DY2 | 26673 | 981,369 |
| Johnson & Johnson | UBOC | 1,000,000 | 2.250 | 09/20/2018 | 976,140 | 03/03/2022 | 976 | 2.982 | 1,006,790 | 478160CD4 | 26671 | 981,534 |
| TD Ameritrade | UBOC | 500,000 | 2.950 | 05/15/2018 | 493,385 | 04/01/2022 | 1,005 | 3.315 | 509,040 | 87236YAE8 | 26601 | 495,309 |
| PepsiCo Inc. | UBOC | 500,000 | 2.250 | 03/21/2018 | 487,005 | 05/02/2022 | 1,036 | 2.924 | 502,435 | 713448DT2 | 26557 | 491,041 |
| Apple Inc. | UBOC | 1,123,337 | 2.300 | 02/01/2018 | 1,121,966 | 05/11/2022 | 1,045 | 2.329 | 1,131,032 | 037833CQ1 | 26525 | 1,122,420 |
| Boeing Co. | UBOC | 500,000 | 2.200 | 06/12/2018 | 482,180 | 10/30/2022 | 1,217 | 3.074 | 496,560 | 097023BN4 | 26612 | 486,460 |
| American Honda Finan | UBOC | 500,000 | 2.600 | 06/12/2018 | 488,550 | 11/16/2022 | 1,234 | 3.157 | 506,295 | 02665WCA7 | 26614 | 491,272 |
| Chevron Corp. | UBOC | 500,000 | 2.355 | 03/21/2018 | 485,760 | 12/05/2022 | 1,253 | 3.008 | 502,335 | 166764AB6 | 26555 | 489,627 |
| Visa Inc. | UBOC | 400,000 | 2.800 | 08/03/2018 | 394,552 | 12/14/2022 | 1,262 | 3.135 | 409,584 | 92826CAC6 | 26647 | 395,689 |
| Toyota Motor Credit | UBOC | 1,000,000 | 2.700 | 08/03/2018 | 974,760 | 01/11/2023 | 1,290 | 3.315 | 1,016,060 | 89236TEL5 | 26645 | 979,941 |
| Simon Property Group | UBOC | 500,000 | 2.750 | 05/15/2018 | 484,585 | 02/01/2023 | 1,311 | 3.464 | 506,335 | 828807CN5 | 26603 | 488,275 |
| Oracle Corp. | UBOC | 500,000 | 2.625 | 03/21/2018 | 488,010 | 02/15/2023 | 1,325 | 3.154 | 507,595 | 68369XBR5 | 26556 | 491,137 |
| Exxon Mobil Corporat | UBOC | 1,000,000 | 2.726 | 08/03/2018 | 985,450 | 03/01/2023 | 1,339 | 3.068 | 1,021,280 | 30231GAR3 | 26648 | 988,346 |
| John Deere Capital C | UBOC | 500,000 | 2.800 | 06/12/2018 | 489,875 | 03/06/2023 | 1,344 | 3.264 | 510,765 | 24422ETG4 | 26613 | 492,127 |
| Berkshire Hathaway I | UBOC | 500,000 | 2.750 | 03/21/2018 | 492,280 | 03/15/2023 | 1,353 | 3.086 | 508,080 | 084670BR8 | 26554 | 494,259 |
| United Parcel Servic | UBOC | 500,000 | 2.500 | 05/15/2018 | 483,225 | 04/01/2023 | 1,370 | 3.248 | 505,385 | 911312BK1 | 26600 | 487,104 |
| United Parcel Servic | UBOC | 500,000 | 2.500 | 09/21/2018 | 483,120 | 04/01/2023 | 1,370 | 3.308 | 505,385 | 911312BK1 | 26677 | 486,020 |
| Bank of NY Mellon Co | UBOC | 500,000 | 3.500 | 05/15/2018 | 501,265 | 04/28/2023 | 1,397 | 3.443 | 521,455 | 06406RAG2 | 26602 | 500,977 |
| Hershey Company | UBOC | 500,000 | 3.375 | 06/12/2018 | 503,125 | 05/15/2023 | 1,414 | 3.236 | 522,815 | 427866AZ1 | 26615 | 502,457 |

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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 | UBOC | 1,000,000 | 3.400 | 06/03/2018 | 1,000,000 | 07/24/2023 | 1,484 | 3.399 | 1,042,990 | 90331HNV1 | 26646 | 1,000,000 |
| Microsoft Corp. | UBOC | 1,000,000 | 2.000 | 09/20/2018 | 947,350 | 08/08/2023 | 1,499 | 3.172 | 989,220 | 584918BQ6 | 26672 | 955,766 |
| Oracle Corp. | UBOC | 4,145,000 | 2.400 | 05/31/2019 | 4,106,452 | 09/15/2023 | 1,537 | 2.630 | 4,150,720 | 66389XBL8 | 26820 | 4,107,201 |
| Federal Farm Credit | UBOC | 1,500,000 | 3.340 | 11/21/2018 | 1,500,000 | 10/04/2023 | 1,556 | 3.339 | 1,504,890 | 3133EJE39 | 26714 | 1,500,000 |
| JP Morgan | UBOC | 500,000 | 3.875 | 02/15/2019 | 514,550 | 02/01/2024 | 1,676 | 3.561 | 530,970 | 46625HJT8 | 26760 | 513,442 |
| Fund Total and Average | | \$ 84,437,830 | 1.956 | | \$ 84,007,978 | | 474 | 2.105 | \$ 84,620,310 | | | \$ 84,102,555 |

MPP GHG Auction Acct

| | | | | | | | | | | | | |
|-------------------------------|--|-------------------|--------------|------------|-------------------|--|----------|--------------|-------------------|----------|-------|-------------------|
| Local Agency Investm | | 633,214 | 2.546 | 07/01/2013 | 633,214 | | 1 | 2.546 | 633,214 | SYS70045 | 70045 | 633,214 |
| Fund Total and Average | | \$ 633,214 | 2.546 | | \$ 633,214 | | 1 | 2.546 | \$ 633,214 | | | \$ 633,214 |

SCPA Balancing Account

| | | | | | | | | | | | | |
|----------------------|------|-----------|-------|------------|-----------|------------|-------|-------|-----------|------------|-------|-----------|
| Local Agency Investm | LAIF | 816,894 | 2.546 | 07/01/2013 | 816,894 | | 1 | 2.546 | 816,894 | SYS70022 | 70022 | 816,894 |
| Union Bank of Califo | UBOC | 1,616,160 | 0.002 | 07/01/2013 | 1,616,160 | | 1 | 0.002 | 1,616,160 | SYS70023 | 70023 | 1,616,160 |
| Federal Home Loan Ba | UBOC | 750,000 | 2.875 | 11/27/2018 | 750,045 | 09/11/2020 | 438 | 2.870 | 758,280 | 313370US5 | 26717 | 750,030 |
| Federal National Mtg | UBOC | 1,150,000 | 1.630 | 12/20/2018 | 1,128,369 | 10/30/2020 | 487 | 2.672 | 1,146,148 | 3135GURM7 | 26734 | 1,134,535 |
| Bank of NY Mellon Co | UBOC | 500,000 | 2.050 | 04/03/2018 | 486,105 | 05/03/2021 | 672 | 3.000 | 498,990 | 06406FAB9 | 26570 | 491,713 |
| Microsoft Corp. | UBOC | 500,000 | 2.375 | 04/04/2018 | 492,295 | 02/12/2022 | 957 | 2.798 | 505,055 | 584918BA1 | 26574 | 494,776 |
| Walt Disney Company/ | UBOC | 500,000 | 2.450 | 07/24/2018 | 487,520 | 03/04/2022 | 977 | 3.166 | 504,120 | 25468PDQ6 | 26630 | 490,755 |
| TD Ameritrade | UBOC | 500,000 | 2.950 | 04/03/2018 | 497,200 | 04/01/2022 | 1,005 | 3.100 | 509,040 | 87236YAE8 | 26571 | 496,072 |
| Home Depot Inc. | UBOC | 500,000 | 2.625 | 04/04/2018 | 494,290 | 06/01/2022 | 1,066 | 2.918 | 508,520 | 437076BG6 | 26572 | 495,995 |
| Public Storage | UBOC | 500,000 | 2.370 | 04/04/2018 | 483,705 | 09/15/2022 | 1,172 | 3.161 | 502,975 | 74460DAB5 | 26573 | 488,255 |
| Visa Inc. | UBOC | 250,000 | 2.800 | 07/24/2018 | 246,975 | 12/14/2022 | 1,262 | 3.096 | 255,990 | 92826CAC6 | 26632 | 247,620 |
| Intel Corp | UBOC | 500,000 | 2.700 | 06/22/2018 | 492,300 | 12/15/2022 | 1,263 | 3.070 | 508,725 | 458140AM2 | 26625 | 494,062 |
| Toyota Motor Credit | UBOC | 550,000 | 2.625 | 05/09/2018 | 536,294 | 01/10/2023 | 1,289 | 3.203 | 557,068 | 89233PF77 | 26598 | 539,653 |
| Cisco Systems Inc. | UBOC | 500,000 | 2.600 | 06/22/2018 | 487,655 | 02/28/2023 | 1,338 | 3.170 | 507,525 | 17275RBE1 | 26624 | 490,357 |
| Exxon Mobil Corporat | UBOC | 500,000 | 2.726 | 05/09/2018 | 492,670 | 03/01/2023 | 1,339 | 3.055 | 510,640 | 30231GAR3 | 26599 | 494,414 |
| Berkshire Hathaway I | UBOC | 500,000 | 2.750 | 05/09/2018 | 490,280 | 03/15/2023 | 1,353 | 3.185 | 508,080 | 084670BR8 | 26596 | 492,574 |
| United Parcel Servic | UBOC | 500,000 | 2.500 | 06/22/2018 | 484,780 | 04/01/2023 | 1,370 | 3.191 | 505,385 | 911312BK1 | 26627 | 488,047 |
| Nike Inc | UBOC | 500,000 | 2.250 | 05/09/2018 | 480,350 | 05/01/2023 | 1,400 | 3.108 | 502,680 | 654106AC7 | 26597 | 484,868 |
| Simon Property Group | UBOC | 500,000 | 2.750 | 07/24/2018 | 484,725 | 06/01/2023 | 1,431 | 3.438 | 506,745 | 828807DD6 | 26631 | 487,672 |
| Federal Home Loan Mt | UBOC | 2,600,000 | 2.750 | 08/17/2018 | 2,603,900 | 06/15/2023 | 1,445 | 3.467 | 2,624,076 | 3134GSMY8 | 26653 | 2,603,195 |
| Pfizer Inc | UBOC | 500,000 | 3.000 | 06/22/2018 | 496,550 | 06/15/2023 | 1,445 | 3.150 | 514,120 | 717081DH3 | 26626 | 497,260 |
| Federal Home Loan Mt | UBOC | 2,500,000 | 3.050 | 08/28/2018 | 2,501,250 | 08/28/2023 | 1,519 | 3.039 | 2,526,675 | 3134GSLZ6 | 26654 | 2,501,040 |
| Federal Home Loan Ba | UBOC | 2,000,000 | 3.100 | 12/28/2018 | 2,000,000 | 12/28/2023 | 1,641 | 3.100 | 2,027,460 | 3130AFKR7 | 26736 | 2,000,000 |
| Federal Home Loan Mt | UBOC | 2,500,000 | 2.875 | 02/28/2019 | 2,500,000 | 02/28/2024 | 1,703 | 2.875 | 2,510,025 | 3134GSG88 | 26759 | 2,500,000 |
| Federal Home Loan Mt | UBOC | 2,000,000 | 2.760 | 04/01/2019 | 2,000,000 | 04/01/2024 | 1,736 | 2.760 | 2,008,120 | 3134AGS7J8 | 26797 | 2,000,000 |
| Federal Home Loan Mt | UBOC | 2,000,000 | 2.650 | 04/01/2019 | 2,000,000 | 04/01/2024 | 1,736 | 2.863 | 2,007,260 | 3134GSH2 | 26798 | 2,000,000 |
| Federal Home Loan Mt | UBOC | 2,180,000 | 2.700 | 04/30/2019 | 2,180,000 | 04/30/2024 | 1,765 | 2.700 | 2,188,088 | 3134GTCQ4 | 26799 | 2,180,000 |

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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 |
|----------------------------------|---------------------|---------------|---------------|---------------|-----------------|---------------|------------------|-------------------|---------------|-----------|--------------|----------------|
| Fund Total and Average | | \$ 27,913,054 | 2.551 | | \$ 27,730,312 | | 1297 | 2.819 | \$ 28,134,844 | | | \$ 27,777,947 |
| General Operating Reserve | | | | | | | | | | | | |
| Local Agency Investm | LAIF | 15,780,185 | 2.546 | 07/01/2013 | 15,780,185 | | 1 | 2.546 | 15,780,185 | SYS70000 | 70002 | 15,780,185 |
| California Asset Mgm | CMP | 5,084,157 | 2.640 | 12/14/2018 | 5,084,157 | | 1 | 2.640 | 5,084,157 | SYS70071 | 70071 | 5,084,157 |
| Union Bank of Califo | UBOC | 161,904 | 0.002 | 07/01/2013 | 161,904 | | 1 | 0.002 | 161,904 | SYS70019 | 70019 | 161,904 |
| US Bank | USB | 0 | 0.000 | 07/01/2013 | 0 | | 1 | 0.000 | 0 | SYS70051 | 70051 | 0 |
| Federal National Mitg | UBOC | 2,000,000 | 1.750 | 08/28/2015 | 2,026,240 | 11/26/2019 | 148 | 1.430 | 1,997,080 | 3135G02Y2 | 26246 | 2,002,490 |
| Federal Farm Credit | UBOC | 4,285,000 | 1.440 | 07/20/2016 | 4,280,715 | 01/19/2021 | 568 | 1.463 | 4,259,376 | 3133EGMP7 | 26356 | 4,283,523 |
| Federal Home Loan Ba | UBOC | 9,720,000 | 1.400 | 07/19/2016 | 9,715,140 | 01/19/2021 | 568 | 1.411 | 9,630,090 | 3130A8P80 | 26354 | 9,718,326 |
| Federal National Mitg | UBOC | 5,162,000 | 1.625 | 05/25/2016 | 5,162,000 | 05/25/2021 | 694 | 1.525 | 5,123,750 | 3136G3NL5 | 26332 | 5,162,000 |
| Federal National Mitg | UBOC | 1,300,000 | 1.500 | 08/30/2016 | 1,300,000 | 05/28/2021 | 697 | 1.500 | 1,289,834 | 3136G33W3 | 26368 | 1,300,000 |
| Federal Farm Credit | UBOC | 10,629,000 | 1.690 | 06/02/2016 | 10,629,000 | 06/02/2021 | 702 | 1.690 | 10,602,853 | 3133EGDH5 | 26335 | 10,629,000 |
| Federal Home Loan Mt | UBOC | 467,000 | 2.200 | 01/30/2017 | 467,000 | 01/28/2022 | 940 | 2.200 | 467,103 | 3134GAV92 | 26402 | 467,000 |
| Microsoft Corp. | UBOC | 400,000 | 2.375 | 04/26/2018 | 391,480 | 02/12/2022 | 957 | 2.972 | 404,044 | 594918BA1 | 26578 | 394,131 |
| TD Ameritrade | UBOC | 500,000 | 2.950 | 04/26/2018 | 492,950 | 04/01/2022 | 1,005 | 3.335 | 509,040 | 87236YAE8 | 26562 | 495,067 |
| Apple Inc. | UBOC | 4,025,452 | 2.300 | 02/01/2018 | 4,020,538 | 05/11/2022 | 1,045 | 2.329 | 4,053,026 | 03783CQ1 | 26524 | 4,022,165 |
| Federal Home Loan Ba | UBOC | 3,575,000 | 2.125 | 08/28/2017 | 3,634,560 | 06/10/2022 | 1,075 | 1.760 | 3,606,103 | 313379069 | 26467 | 3,611,628 |
| PepsiCo Inc. | UBOC | 500,000 | 3.100 | 04/26/2018 | 500,310 | 07/17/2022 | 1,112 | 3.083 | 515,470 | 713448CX4 | 26580 | 500,223 |
| Walt Disney Company/ | UBOC | 500,000 | 2.350 | 01/30/2019 | 489,400 | 12/01/2022 | 1,249 | 2.937 | 503,485 | 25468PCW4 | 26739 | 490,559 |
| Visa Inc. | UBOC | 500,000 | 2.800 | 04/26/2018 | 492,600 | 12/14/2022 | 1,262 | 3.145 | 511,980 | 92826CAC6 | 26584 | 494,485 |
| US Bank, N.A. | UBOC | 750,000 | 2.850 | 01/30/2019 | 741,900 | 01/23/2023 | 1,302 | 3.140 | 763,620 | 90331HNL3 | 26737 | 742,754 |
| Bank of NY Mellon Co | UBOC | 500,000 | 2.950 | 04/26/2018 | 491,790 | 01/29/2023 | 1,308 | 3.325 | 510,470 | 06406RAE7 | 26575 | 493,827 |
| Oracle Corp. | UBOC | 500,000 | 2.625 | 04/26/2018 | 487,350 | 02/15/2023 | 1,325 | 3.195 | 507,595 | 68399XBR5 | 26579 | 490,459 |
| Praxair Inc | UBOC | 500,000 | 2.700 | 04/26/2018 | 488,350 | 02/21/2023 | 1,331 | 3.225 | 506,820 | 74005PBF0 | 26581 | 491,204 |
| Berkshire Hathaway I | UBOC | 500,000 | 2.750 | 04/26/2018 | 488,920 | 03/15/2023 | 1,353 | 3.243 | 508,080 | 084670BR8 | 26576 | 491,597 |
| United Parcel Servc | UBOC | 500,000 | 2.500 | 04/26/2018 | 483,135 | 04/01/2023 | 1,370 | 3.245 | 505,385 | 911312BK1 | 26583 | 487,173 |
| Chevron Corp. | UBOC | 750,000 | 2.566 | 01/30/2019 | 738,750 | 05/16/2023 | 1,415 | 2.939 | 761,640 | 166764BK5 | 26740 | 739,849 |
| Boeing Co. | UBOC | 500,000 | 1.875 | 01/30/2019 | 477,500 | 06/15/2023 | 1,445 | 2.979 | 490,810 | 097023BQ7 | 26741 | 479,657 |
| Chevron Corp. | UBOC | 500,000 | 3.191 | 02/07/2019 | 507,025 | 06/24/2023 | 1,454 | 2.847 | 518,940 | 166764AH3 | 26755 | 506,384 |
| Walmart, Inc. | UBOC | 500,000 | 3.400 | 02/07/2019 | 510,960 | 06/26/2023 | 1,456 | 2.864 | 525,515 | 931142EK5 | 26758 | 509,960 |
| Pfizer Inc | UBOC | 500,000 | 3.200 | 01/30/2019 | 506,250 | 09/15/2023 | 1,537 | 2.908 | 519,740 | 717081EN9 | 26738 | 508,683 |
| Federal Farm Credit | UBOC | 1,000,000 | 3.340 | 11/21/2018 | 1,000,000 | 10/04/2023 | 1,556 | 3.339 | 1,003,260 | 3133EJE39 | 26715 | 1,000,000 |
| Citibank NA | UBOC | 500,000 | 3.650 | 02/07/2019 | 507,490 | 01/23/2024 | 1,667 | 3.319 | 526,445 | 17325FAS7 | 26756 | 506,896 |
| JP Morgan | UBOC | 500,000 | 3.875 | 02/07/2019 | 515,120 | 02/01/2024 | 1,676 | 3.535 | 530,970 | 46625HJT8 | 26757 | 513,906 |
| HSBC USA INC | UBOC | 1,700,000 | 3.000 | 02/20/2019 | 1,700,000 | 02/20/2024 | 1,695 | 3.503 | 1,704,760 | 40435UGC2 | 26754 | 1,700,000 |
| Federal Home Loan Mt | UBOC | 500,000 | 2.700 | 04/30/2019 | 500,000 | 04/30/2024 | 1,765 | 2.700 | 501,855 | 3134GTC04 | 26816 | 500,000 |
| Fund Total and Average | | \$ 74,789,698 | 2.137 | | \$ 74,772,719 | | 624 | 2.158 | \$ 74,885,385 | | | \$ 74,756,182 |

GRAND TOTALS: \$ 187,773,796 2,119 \$ 187,144,223 654 2,233 \$ 188,273,763 \$ 187,269,898

*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 06/30/2019

Investment #26332 FNMA Callable quarterly
 Investment #26335 FFCB Callable anytime
 Investment #26354 FHLB Callable anytime
 Investment #26355 FHLB Callable anytime
 Investment #26356 FFCB Callable anytime
 Investment #26368 FNMA Callable quarterly
 Investment #26385 FHLMC Callable quarterly
 Investment #26402 FHLMC Callable quarterly
 Investment #26403 FHLMC Callable on 6/23/2023
 Investment #26646 USB Callable on 6/15/2020
 Investment #26653 FHLMC Callable on 10/4/2019
 Investment #26714 FFCB Callable on 10/4/2019
 Investment #26715 FFCB Callable on 10/4/2019
 Investment #26736 FHLB Callable on 12/28/2020
 Investment #26754 HSBC Callable on 2/20/2020
 Investment #26797 FHLMC Callable on 4/01/2020
 Investment #26798 FHLMC Callable on 4/01/2020
 Investment #26799 FHLMC Callable on 4/30/2020
 Investment #26816 FHLMC Callable on 4/30/2020
 Investment #26820 ORCL Callable on 7/15/2023

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Geothermal 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 | 1,359,000 | 2.410 | 01/11/2019 | 1,343,443 | 07/01/2019 | 0 | 2.471 | 1,359,000 | 313384HP7A | 26744 | 1,359,000 |
| Federal Home Loan Ba | USBT | 236,000 | 2.405 | 03/19/2019 | 234,360 | 07/01/2019 | 0 | 2.455 | 236,000 | 313384HP7A | 26775 | 236,000 |
| Federal Home Loan Ba | USBT | 235,000 | 2.415 | 03/28/2019 | 233,502 | 07/01/2019 | 0 | 2.464 | 235,000 | 313384HP7A | 26776 | 235,000 |
| Federal Home Loan Ba | USBT | 235,000 | 2.300 | 05/29/2019 | 234,505 | 07/01/2019 | 0 | 2.336 | 235,000 | 313384HP7A | 26823 | 235,000 |
| Fund Total and Average | | \$ 2,065,000 | 2.397 | | \$ 2,045,810 | 0 | 0 | 2.454 | \$ 2,065,000 | | | \$ 2,065,000 |

Geo 2012A Debt Service

| | | | | | | | | | | | | |
|-------------------------------|------|-------------------|--------------|------------|-------------------|------------|----------|--------------|-------------------|------------|-------|-------------------|
| Federal Home Loan Ba | USBT | 123,000 | 2.405 | 03/19/2019 | 122,145 | 07/01/2019 | 0 | 2.455 | 123,000 | 313384HP7A | 26777 | 123,000 |
| Federal Home Loan Ba | USBT | 124,000 | 2.415 | 03/28/2019 | 123,210 | 07/01/2019 | 0 | 2.464 | 124,000 | 313384HP7A | 26778 | 124,000 |
| Federal Home Loan Ba | USBT | 123,000 | 2.299 | 05/29/2019 | 122,741 | 07/01/2019 | 0 | 2.336 | 123,000 | 313384HP7A | 26824 | 123,000 |
| Fund Total and Average | | \$ 370,000 | 2.373 | | \$ 368,096 | 0 | 0 | 2.419 | \$ 370,000 | | | \$ 370,000 |

Geo 2016A Debt Service

| | | | | | | | | | | | | |
|-------------------------------|------|-------------------|--------------|------------|-------------------|------------|----------|--------------|-------------------|------------|-------|-------------------|
| Federal Home Loan Ba | USBT | 188,000 | 2.410 | 01/11/2019 | 185,848 | 07/01/2019 | 0 | 2.471 | 188,000 | 313384HP7A | 26745 | 188,000 |
| Fund Total and Average | | \$ 188,000 | 2.410 | | \$ 185,848 | 0 | 0 | 2.472 | \$ 188,000 | | | \$ 188,000 |

Geothermal Special Reserve

| | | | | | | | | | | | | |
|-------------------------------|------|---------------------|--------------|------------|---------------------|--|----------|--------------|---------------------|----------|-------|---------------------|
| Union Bank of Calif | UBOC | 1,522,500 | 0.002 | 07/01/2013 | 1,522,500 | | 1 | 0.002 | 1,522,500 | SYS70015 | 70015 | 1,522,500 |
| Fund Total and Average | | \$ 1,522,500 | 0.002 | | \$ 1,522,500 | | 1 | 0.002 | \$ 1,522,500 | | | \$ 1,522,500 |

Geo Decommissioning Reserve

| | | | | | | | | | | | | |
|----------------------|------|-----------|-------|------------|-----------|------------|-------|-------|-----------|------------|-------|-----------|
| Local Agency Investm | LAIF | 337,285 | 2.546 | 07/01/2013 | 337,285 | | 1 | 2.546 | 337,285 | SYS70027 | 70027 | 337,285 |
| Union Bank of Calif | UBOC | 2,055,963 | 0.002 | 07/01/2013 | 2,055,963 | | 1 | 0.002 | 2,055,963 | SYS70034 | 70034 | 2,055,963 |
| American Honda Finan | UBOC | 500,000 | 2.650 | 11/30/2018 | 483,500 | 02/12/2021 | 592 | 3.265 | 503,055 | 02665VCD1 | 26726 | 495,232 |
| Toyota Motor Credit | UBOC | 500,000 | 2.950 | 11/30/2018 | 496,300 | 04/13/2021 | 652 | 3.276 | 506,880 | 89236TEU5 | 26727 | 497,215 |
| Federal National Mtg | UBOC | 2,000,000 | 1.500 | 08/30/2016 | 2,000,000 | 05/28/2021 | 897 | 1.500 | 1,984,360 | 3136G33W3 | 26369 | 2,000,000 |
| Ally Bank | UBOC | 250,000 | 3.000 | 08/30/2018 | 250,000 | 08/30/2021 | 791 | 3.002 | 254,160 | 02007GEO2A | 30312 | 250,000 |
| PNC Bank NA | UBOC | 750,000 | 2.550 | 03/15/2018 | 735,450 | 12/09/2021 | 892 | 3.103 | 756,233 | 69353REY0 | 26553 | 740,495 |
| Federal Home Loan Mt | UBOC | 941,000 | 2.200 | 01/30/2017 | 941,000 | 01/28/2022 | 940 | 2.200 | 941,207 | 3134GAV92 | 26404 | 941,000 |
| Apple Inc. | UBOC | 861,211 | 2.300 | 11/29/2017 | 860,117 | 05/11/2022 | 1,045 | 2.329 | 867,110 | 03783CQ1 | 26499 | 860,508 |
| Wells Fargo Bank | UBOC | 250,000 | 3.150 | 08/30/2018 | 250,000 | 08/30/2022 | 1,156 | 3.154 | 256,070 | 949763TLOA | 30311 | 250,000 |
| Great North Bank | UBOC | 250,000 | 3.050 | 08/31/2018 | 250,000 | 08/31/2022 | 1,157 | 3.051 | 255,640 | 39103QAF3A | 30310 | 250,000 |
| Discover Bank | UBOC | 250,000 | 3.150 | 09/06/2018 | 250,000 | 09/06/2022 | 1,163 | 3.152 | 256,370 | 254673TMB8 | 30313 | 250,000 |
| Walt Disney Company/ | UBOC | 750,000 | 2.350 | 03/15/2018 | 728,580 | 12/01/2022 | 1,249 | 3.004 | 755,228 | 25468PCW4 | 26551 | 734,465 |

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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 |
|-------------------------------|---------------------|----------------------|---------------|---------------|----------------------|---------------|------------------|-------------------|----------------------|------------|--------------|----------------------|
| John Deere Capital C | UBOC | 750,000 | 2.800 | 03/15/2018 | 739,748 | 01/27/2023 | 1,306 | 3.104 | 762,900 | 24422ERT8 | 26550 | 742,474 |
| Bank of NY Mellon Co | UBOC | 750,000 | 2.950 | 03/15/2018 | 740,610 | 01/29/2023 | 1,308 | 3.229 | 765,705 | 06406RAE7 | 26549 | 743,105 |
| IBM Credit LLC | UBOC | 500,000 | 3.000 | 03/15/2018 | 496,820 | 02/06/2023 | 1,316 | 3.140 | 511,540 | 44932HAH6 | 26548 | 497,662 |
| Enerbank USA | UBOC | 250,000 | 3.200 | 08/30/2018 | 250,000 | 08/30/2023 | 1,521 | 3.203 | 256,235 | 29278TCP9A | 30309 | 250,000 |
| Citibank NA | UBOC | 250,000 | 3.300 | 09/07/2018 | 250,000 | 09/07/2023 | 1,529 | 3.301 | 257,198 | 17312QS34A | 30314 | 250,000 |
| Federal Farm Credit | UBOC | 1,000,000 | 3.340 | 11/21/2018 | 1,000,000 | 10/04/2023 | 1,556 | 3.339 | 1,003,260 | 3133EJE39 | 26716 | 1,000,000 |
| Federal Home Loan Mt | UBOC | 1,000,000 | 2.760 | 04/01/2019 | 1,000,000 | 04/01/2024 | 1,736 | 2.760 | 1,004,060 | 3134GSTJ8 | 26817 | 1,000,000 |
| Federal Home Loan Mt | UBOC | 2,000,000 | 2.650 | 04/01/2019 | 2,000,000 | 04/01/2024 | 1,736 | 2.853 | 2,007,260 | 3134GSTH2 | 26818 | 2,000,000 |
| Federal Home Loan Mt | UBOC | 1,960,000 | 2.700 | 04/30/2019 | 1,960,000 | 04/30/2024 | 1,765 | 2.700 | 1,967,272 | 3134GTCQ4 | 26819 | 1,960,000 |
| Federal Farm Credit | UBOC | 2,000,000 | 3.450 | 07/27/2018 | 1,999,300 | 07/23/2025 | 2,214 | 3.455 | 2,048,840 | 3133EJUT4 | 26644 | 1,999,393 |
| Fund Total and Average | | \$ 20,155,459 | 2.406 | | \$ 20,084,673 | | 1216 | 2.521 | \$ 20,313,831 | | | \$ 20,104,797 |

GEO Debt Service Reserve Acct

| | | | | | | | | | | | | |
|-------------------------------|------|---------------------|--------------|------------|---------------------|------------|-----------|--------------|---------------------|-----------|-------|---------------------|
| Federal Home Loan Mt | USBT | 2,515,000 | 1.250 | 02/27/2015 | 2,483,839 | 10/02/2019 | 93 | 1.530 | 2,508,914 | 3137EADM8 | 26197 | 2,513,287 |
| Fund Total and Average | | \$ 2,515,000 | 1.250 | | \$ 2,483,839 | | 93 | 1.530 | \$ 2,508,914 | | | \$ 2,513,287 |

Geo 2012A DSR Account

| | | | | | | | | | | | | |
|-------------------------------|------|----------------------|--------------|------------|----------------------|------------|------------|--------------|-----------------------|-----------|-------|----------------------|
| U.S. Treasury | USB | 12,000 | 2.394 | 10/17/2018 | 11,714 | 10/10/2019 | 101 | 2.472 | 11,929 | 912796RF8 | 26693 | 11,919 |
| Federal National Mtg | USBT | 1,517,000 | 1.625 | 05/25/2016 | 1,517,000 | 05/25/2021 | 694 | 1.625 | 1,505,759 | 3136G3NL5 | 26333 | 1,517,000 |
| Fund Total and Average | | \$ 1,529,000 | 1.631 | | \$ 1,528,714 | | 689 | 1.632 | \$ 1,517,688 | | | \$ 1,528,919 |
| GRAND TOTALS: | | \$ 28,344,959 | 2.131 | | \$ 28,219,480 | | 910 | 2.243 | \$ 28,485,933. | | | \$ 28,292,503 |

*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 Trustees/ Custodian Statements or bid prices from the Wall Street Journal as of 06/30/2019

- Investment #26333 FNMA Callable quarterly
- Investment #26369 FNMA Callable quarterly
- Investment #26404 FHLMC Callable quarterly
- Investment #26644 FFCB Callable anytime starting 7/23/2021
- Investment #26716 FFCB Callable on 10/4/2019
- Investment #26817 FHLMC Callable on 4/01/2020
- Investment #26818 FHLMC Callable on 4/01/2020
- Investment #26819 FHLMC Callable on 4/30/2020

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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 Investim | LAIF | 3,932,528 | 2.546 | 07/01/2013 | 3,932,528 | | 1 | 2.546 | 3,932,528 | SYS70028 | 70028 | 3,932,528 |
| Union Bank of Calif | UBOC | 1,176,834 | 0.002 | 07/01/2013 | 1,176,834 | | 1 | 0.002 | 1,176,834 | SYS70031 | 70031 | 1,176,834 |
| Branch Banking & Tru | UBOC | 500,000 | 2.625 | 06/13/2018 | 488,420 | 01/15/2022 | 929 | 3.314 | 503,195 | 07330NAQ8 | 26618 | 491,808 |
| Exxon Mobil Corporat | UBOC | 500,000 | 2.397 | 06/13/2018 | 490,350 | 03/06/2022 | 979 | 2.946 | 504,155 | 30231GAJ1 | 26621 | 493,066 |
| US Bank | UBOC | 550,000 | 3.000 | 08/10/2018 | 546,607 | 03/15/2022 | 988 | 3.182 | 562,414 | 91159HHC7 | 26651 | 547,448 |
| Public Storage | UBOC | 500,000 | 2.370 | 03/14/2018 | 485,770 | 09/15/2022 | 1,172 | 3.051 | 502,975 | 74460DAB5 | 26546 | 489,870 |
| Visa Inc. | UBOC | 500,000 | 2.800 | 03/14/2018 | 494,470 | 12/14/2022 | 1,262 | 3.051 | 511,980 | 92826CAC6 | 26547 | 495,980 |
| Toyota Motor Credit | UBOC | 500,000 | 2.700 | 06/13/2018 | 489,100 | 01/11/2023 | 1,290 | 3.215 | 508,030 | 89236TEL5 | 26619 | 491,600 |
| Oracle Corp. | UBOC | 500,000 | 2.625 | 03/14/2018 | 488,715 | 02/15/2023 | 1,325 | 3.121 | 507,595 | 68389XBR5 | 26545 | 491,691 |
| Federal Farm Credit | UBOC | 1,284,000 | 2.590 | 05/30/2019 | 1,284,000 | 02/22/2023 | 1,332 | 2.590 | 1,284,180 | 3133EKMK9 | 26821 | 1,284,000 |
| Boeing Co. | UBOC | 500,000 | 2.800 | 03/14/2018 | 496,070 | 03/01/2023 | 1,339 | 2.971 | 508,095 | 097023BW4 | 26544 | 497,097 |
| United Parcel Serv | UBOC | 500,000 | 2.500 | 06/13/2018 | 484,900 | 04/01/2023 | 1,370 | 3.182 | 505,385 | 91131ZBK1 | 26620 | 488,203 |
| Colgate-Palmolive Co | UBOC | 550,000 | 2.100 | 08/09/2018 | 528,660 | 05/01/2023 | 1,400 | 2.985 | 550,440 | 19416QEC0 | 26652 | 532,697 |
| Federal Home Loan Ba | UBOC | 1,500,000 | 3.250 | 10/19/2018 | 1,500,000 | 10/19/2023 | 1,571 | 3.250 | 1,522,110 | 3130AEYR5 | 26701 | 1,500,000 |
| Federal Home Loan Ba | UBOC | 2,000,000 | 3.100 | 01/29/2019 | 2,000,000 | 01/29/2024 | 1,673 | 3.100 | 2,008,320 | 3130AFRR0 | 26742 | 2,000,000 |
| Fund Total and Average | | \$ 14,993,362 | 2.510 | | \$ 14,886,424 | | 903 | 2.681 | \$ 15,088,236 | | | \$ 14,912,822 |

Hydro Initial Facilities

| | | | | | | | | | | | | |
|-------------------------------|------|---------------------|--------------|------------|---------------------|------------|------------|--------------|---------------------|------------|-------|---------------------|
| Federal Home Loan Ba | USBT | 1,693,000 | 2.360 | 04/04/2019 | 1,693,233 | 07/01/2019 | 0 | 2.406 | 1,693,000 | 313384HP7A | 26804 | 1,693,000 |
| Federal Farm Credit | USB | 2,464,000 | 2.540 | 02/12/2019 | 2,464,493 | 02/12/2020 | 226 | 2.519 | 2,472,254 | 3133EKAFF3 | 26761 | 2,464,303 |
| Fund Total and Average | | \$ 4,157,000 | 2.467 | | \$ 4,147,726 | | 134 | 2.474 | \$ 4,165,254 | | | \$ 4,157,303 |

Hydro Debt Service

| | | | | | | | | | | | | |
|-------------------------------|------|---------------------|--------------|------------|---------------------|------------|----------|--------------|---------------------|------------|-------|---------------------|
| Federal Home Loan Ba | USBT | 3,292,000 | 2.360 | 04/04/2019 | 3,273,009 | 07/01/2019 | 0 | 2.406 | 3,292,000 | 313384HP7A | 26803 | 3,292,000 |
| Federal Home Loan Ba | USBT | 845,000 | 2.299 | 05/29/2019 | 843,218 | 07/01/2019 | 0 | 2.336 | 845,000 | 313384HP7A | 26826 | 845,000 |
| Fund Total and Average | | \$ 4,137,000 | 2.348 | | \$ 4,116,227 | | 0 | 2.392 | \$ 4,137,000 | | | \$ 4,137,000 |

Hydro 2018A Debt Service

| | | | | | | | | | | | | |
|-------------------------------|------|---------------------|--------------|------------|---------------------|------------|----------|--------------|---------------------|------------|-------|---------------------|
| Federal Home Loan Ba | USBT | 4,523,000 | 2.410 | 01/11/2019 | 4,471,223 | 07/01/2019 | 0 | 2.471 | 4,523,000 | 313384HP7A | 26747 | 4,523,000 |
| Federal Home Loan Ba | USBT | 1,035,000 | 2.405 | 03/19/2019 | 1,027,809 | 07/01/2019 | 0 | 2.455 | 1,035,000 | 313384HP7A | 26781 | 1,035,000 |
| Federal Home Loan Ba | USBT | 1,034,000 | 2.415 | 03/28/2019 | 1,027,410 | 07/01/2019 | 0 | 2.464 | 1,034,000 | 313384HP7A | 26782 | 1,034,000 |
| Federal Home Loan Ba | USBT | 1,030,000 | 2.299 | 05/29/2019 | 1,027,828 | 07/01/2019 | 0 | 2.336 | 1,030,000 | 313384HP7A | 26827 | 1,030,000 |
| Fund Total and Average | | \$ 7,622,000 | 2.395 | | \$ 7,554,270 | | 0 | 2.450 | \$ 7,622,000 | | | \$ 7,622,000 |

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Hydro 2018B 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 |
|---------------------------------|---------------------|---------------------|---------------|---------------|---------------------|---------------|------------------|-------------------|---------------------|------------|--------------|---------------------|
| Hydro 2018B Debt Service | | | | | | | | | | | | |
| Federal Home Loan Ba | USBT | 688,000 | 2.410 | 01/11/2019 | 680,124 | 07/01/2019 | 0 | 2.471 | 688,000 | 313384HP7A | 26748 | 688,000 |
| Federal Home Loan Ba | USBT | 115,000 | 2.405 | 03/19/2019 | 114,201 | 07/01/2019 | 0 | 2.455 | 115,000 | 313384HP7A | 26783 | 115,000 |
| Federal Home Loan Ba | USBT | 115,000 | 2.415 | 03/28/2019 | 114,267 | 07/01/2019 | 0 | 2.464 | 115,000 | 313384HP7A | 26784 | 115,000 |
| Federal Home Loan Ba | USBT | 114,000 | 2.300 | 05/29/2019 | 113,760 | 07/01/2019 | 0 | 2.336 | 114,000 | 313384HP7A | 26828 | 114,000 |
| Fund Total and Average | | \$ 1,032,000 | 2.398 | | \$ 1,022,352 | 0 | 0 | 2.454 | \$ 1,032,000 | | | \$ 1,032,000 |

Hydro 2019A Debt Service

| | | | | | | | | | | | | |
|-------------------------------|------|-------------------|--------------|------------|-------------------|------------|----------|--------------|-------------------|------------|-------|-------------------|
| Federal Home Loan Ba | USBT | 469,000 | 2.300 | 05/29/2019 | 468,011 | 07/01/2019 | 0 | 2.336 | 469,000 | 313384HP7A | 26829 | 469,000 |
| Fund Total and Average | | \$ 469,000 | 2.300 | | \$ 468,011 | 0 | 0 | 2.337 | \$ 469,000 | | | \$ 469,000 |

Hydro 2012A Rebate Account

| | | | | | | | | | | | | |
|-------------------------------|-----|-------------------|--------------|------------|-------------------|------------|------------|--------------|-------------------|-----------|-------|-------------------|
| Federal Home Loan Mt | USB | 689,000 | 1.875 | 04/28/2017 | 691,391 | 08/09/2021 | 770 | 1.790 | 686,816 | 3134G99A3 | 26432 | 690,176 |
| Fund Total and Average | | \$ 689,000 | 1.875 | | \$ 691,391 | 770 | 770 | 1.790 | \$ 686,816 | | | \$ 690,176 |

Hydro Special Reserve

| | | | | | | | | | | | | |
|-------------------------------|------|---------------------|--------------|------------|---------------------|--|----------|--------------|---------------------|----------|-------|---------------------|
| Local Agency Investm | LAIF | 0 | 0.377 | 07/01/2013 | 0 | | 1 | 0.377 | 0 | SYS70000 | 70003 | 0 |
| Union Bank of Califo | UBOC | 1,522,500 | 0.002 | 07/01/2013 | 1,522,500 | | 1 | 0.002 | 1,522,500 | SYS70016 | 70016 | 1,522,500 |
| Fund Total and Average | | \$ 1,522,500 | 0.002 | | \$ 1,522,500 | | 1 | 0.002 | \$ 1,522,500 | | | \$ 1,522,500 |

Hydro 2012 Cost of Issuance

| | | | | | | | | | | | | |
|-------------------------------|-----|-------------|----------------|------------|-------------|--|-------------|----------------|-------------|----------|-------|-------------|
| US Bank | USB | 0 | 0.040 | 07/01/2013 | 0 | | 1 | 0.040 | 0 | SYS79061 | 79061 | 0 |
| Fund Total and Average | | \$ 0 | ***.*** | | \$ 0 | | **** | ***.*** | \$ 0 | | | \$ 0 |

Hydro 2012 DSRA

| | | | | | | | | | | | | |
|-------------------------------|-----|---------------------|--------------|------------|---------------------|------------|------------|--------------|---------------------|-----------|-------|---------------------|
| Federal Farm Credit | USB | 100,000 | 1.750 | 08/28/2015 | 100,329 | 08/04/2020 | 400 | 1.680 | 99,672 | 3133EE5Z9 | 26244 | 100,073 |
| U.S. Treasury | USB | 146,000 | 2.250 | 02/27/2018 | 145,992 | 02/15/2021 | 595 | 2.251 | 146,993 | 9128283X6 | 26539 | 145,996 |
| Federal National Mtg | USB | 94,000 | 1.530 | 07/28/2016 | 94,000 | 07/28/2021 | 758 | 1.530 | 93,563 | 3136G3S97 | 26359 | 94,000 |
| Federal Home Loan Mt | USB | 3,928,000 | 2.375 | 02/09/2012 | 3,926,232 | 01/13/2022 | 927 | 2.380 | 3,986,017 | 3137EADB2 | 25852 | 3,927,549 |
| Fund Total and Average | | \$ 4,268,000 | 2.337 | | \$ 4,266,553 | | 900 | 2.340 | \$ 4,326,245 | | | \$ 4,267,618 |

GRAND TOTALS: \$ 38,889,862 2.331 \$ 38,675,454 474 2.414 \$ 39,049,051. \$ 38,810,419

*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 06/30/2019

- Investment #26359 FNMA Callable quarterly
- Investment #26701 FHLB Callable until 10/19/2020
- Investment #26742 FHLB Callable quarterly
- Investment #26821 FFCB Callable on and anytime after 8/22/19

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Cap Facilities 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 | 479,000 | 2.400 | 04/30/2019 | 476,318 | 07/23/2019 | 22 | 2.447 | 478,358 | 313384JW2 | 26810 | 478,297 |
| U.S. Treasury | USBT | 2,133,000 | 2.390 | 02/12/2019 | 2,109,918 | 07/25/2019 | 24 | 2.449 | 2,130,227 | 912796SA8 | 26768 | 2,129,601 |
| Federal Home Loan Ba | USBT | 481,000 | 2.410 | 03/19/2019 | 476,653 | 08/01/2019 | 31 | 2.465 | 480,086 | 313384JW0 | 26785 | 480,002 |
| Federal Home Loan Ba | USBT | 480,000 | 2.380 | 03/28/2019 | 476,002 | 08/01/2019 | 31 | 2.433 | 479,088 | 313384JW0 | 26786 | 479,016 |
| Federal Home Loan Ba | USBT | 479,000 | 2.289 | 05/29/2019 | 477,050 | 08/01/2019 | 31 | 2.331 | 478,090 | 313384JW0 | 26830 | 478,055 |
| Fund Total and Average | | \$ 4,052,000 | 2.381 | | \$ 4,015,941 | | 26 | 2.435 | \$ 4,045,849 | | | \$ 4,044,971 |

Cap. Fac. Debt Svc Reserve

| | | | | | | | | | | | | |
|-------------------------------|-----|---------------------|--------------|------------|---------------------|------------|------------|--------------|----------------------|-----------|-------|---------------------|
| U.S. Treasury | USB | 36,000 | 2.397 | 10/17/2018 | 35,142 | 10/10/2019 | 101 | 2.475 | 35,788 | 912796RF8 | 26697 | 35,758 |
| Federal National Mtg | USB | 71,000 | 1.530 | 07/28/2016 | 71,000 | 07/28/2021 | 758 | 1.530 | 70,670 | 313663S97 | 26358 | 71,000 |
| Federal Home Loan Mt | USB | 1,443,000 | 2.375 | 02/13/2012 | 1,447,430 | 01/13/2022 | 927 | 2.340 | 1,464,313 | 3137EADB2 | 25845 | 1,444,132 |
| Fund Total and Average | | \$ 1,550,000 | 2.337 | | \$ 1,553,572 | | 900 | 2.306 | \$ 1,570,771 | | | \$ 1,550,890 |
| GRAND TOTALS: | | \$ 5,602,000 | 2.368 | | \$ 5,569,513 | | 288 | 2.400 | \$ 5,616,620. | | | \$ 5,595,861 |

*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 06/30/2019
Investment #26358 FNMA Callable quarterly

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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 | | 74,169 | 2.546 | 07/01/2013 | 74,169 | | 1 | 2.546 | 74,169 | SYS70046 | 70046 | 74,169 |
| Fund Total and Average | | \$ 74,169 | 2.546 | | \$ 74,169 | | 1 | 2.546 | \$ 74,169 | | | \$ 74,169 |

LEC Issue#1 2010A DS Fund

| | | | | | | | | | | | | |
|-------------------------------|-----|-------------------|--------------|------------|-------------------|--|----------|--------------|-------------------|----------|-------|-------------------|
| US Bank Trust | USB | 614,213 | 0.600 | 07/01/2013 | 614,213 | | 1 | 0.600 | 614,213 | SYS79003 | 79003 | 614,213 |
| Fund Total and Average | | \$ 614,213 | 0.600 | | \$ 614,213 | | 1 | 0.600 | \$ 614,213 | | | \$ 614,213 |

LEC Issue #1 2010B DS Fund

| | | | | | | | | | | | | |
|-------------------------------|-----|-------------------|--------------|------------|-------------------|--|----------|--------------|-------------------|----------|-------|-------------------|
| US Bank Trust | USB | 786,902 | 0.600 | 07/01/2013 | 786,902 | | 1 | 0.600 | 786,902 | SYS79004 | 79004 | 786,902 |
| Fund Total and Average | | \$ 786,902 | 0.600 | | \$ 786,902 | | 1 | 0.600 | \$ 786,902 | | | \$ 786,902 |

LEC Issue #2 2010A DS Fund

| | | | | | | | | | | | | |
|-------------------------------|-----|-------------------|--------------|------------|-------------------|--|----------|--------------|-------------------|----------|-------|-------------------|
| US Bank Trust | USB | 434,348 | 0.600 | 07/01/2013 | 434,348 | | 1 | 0.600 | 434,348 | SYS79011 | 79011 | 434,348 |
| Fund Total and Average | | \$ 434,348 | 0.600 | | \$ 434,348 | | 1 | 0.600 | \$ 434,348 | | | \$ 434,348 |

LEC Issue #2 2010B DS Fund

| | | | | | | | | | | | | |
|-------------------------------|-----|-------------------|--------------|------------|-------------------|--|----------|--------------|-------------------|----------|-------|-------------------|
| US Bank Trust | USB | 391,781 | 0.600 | 07/01/2013 | 391,781 | | 1 | 0.600 | 391,781 | SYS79012 | 79012 | 391,781 |
| Fund Total and Average | | \$ 391,781 | 0.600 | | \$ 391,781 | | 1 | 0.600 | \$ 391,781 | | | \$ 391,781 |

LEC Issue #1 2010 DSR Fund

| | | | | | | | | | | | | |
|-------------------------------|-----|---------------------|--------------|------------|---------------------|------------|------------|--------------|---------------------|-----------|-------|---------------------|
| US Bank Trust | USB | 244,222 | 0.600 | 07/01/2013 | 244,222 | | 1 | 0.600 | 244,222 | SYS79005 | 79005 | 244,222 |
| Federal Farm Credit | USB | 4,360,000 | 1.660 | 06/08/2016 | 4,360,000 | 05/25/2021 | 694 | 1.659 | 4,330,744 | 3133EGBZ7 | 26337 | 4,360,000 |
| Federal Home Loan Mt | USB | 150,000 | 1.125 | 07/28/2017 | 146,648 | 08/12/2021 | 773 | 1.699 | 147,867 | 3137EAE09 | 26454 | 148,245 |
| Federal Home Loan Ba | USB | 4,100,000 | 2.125 | 08/28/2017 | 4,166,306 | 06/10/2022 | 1,075 | 1.760 | 4,135,670 | 313379Q69 | 26463 | 4,142,007 |
| Fund Total and Average | | \$ 8,854,222 | 1.839 | | \$ 8,919,176 | | 854 | 1.678 | \$ 8,858,503 | | | \$ 8,894,474 |

LEC Iss#1 2010B BABS Subs Resv

| | | | | | | | | | | | | |
|-------------------------------|-----|---------------------|--------------|------------|---------------------|------------|------------|--------------|---------------------|-----------|-------|---------------------|
| US Bank Trust | USB | 147,867 | 0.600 | 07/01/2013 | 147,867 | | 1 | 0.600 | 147,867 | SYS79006 | 79006 | 147,867 |
| Federal Home Loan Ba | USB | 2,145,000 | 3.375 | 07/28/2017 | 2,255,146 | 06/12/2020 | 347 | 1.540 | 2,172,134 | 313370E38 | 26455 | 2,181,325 |
| Fund Total and Average | | \$ 2,292,867 | 3.199 | | \$ 2,403,013 | | 325 | 1.480 | \$ 2,320,001 | | | \$ 2,329,192 |

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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 |
|-------------------------------|---------------------|---------------------|---------------|---------------|---------------------|---------------|------------------|-------------------|---------------------|-----------|--------------|---------------------|
| US Bank Trust | USB | 71,000 | 0.600 | 07/01/2013 | 71,000 | 07/01/2019 | 1 | 0.600 | 71,000 | SYS79013 | 79013 | 71,000 |
| Federal Home Loan Ba | USB | 1,025,000 | 4.375 | 07/28/2017 | 1,082,708 | 07/01/2019 | 0 | 1.400 | 1,025,000 | 3133XU3G6 | 26456 | 1,025,000 |
| Fund Total and Average | | \$ 1,096,000 | 4.130 | | \$ 1,153,708 | | 0 | 1.348 | \$ 1,096,000 | | | \$ 1,096,000 |

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 |
|-------------------------------|---------------------|----------------------|---------------|---------------|----------------------|---------------|------------------|-------------------|-----------------------|-----------|--------------|----------------------|
| Local Agency Investim | UBOC | 257,159 | 2.546 | 07/01/2013 | 257,159 | 06/05/2020 | 1 | 2.546 | 257,159 | SYS70047 | 70047 | 257,159 |
| Union Bank of Califo | UBOC | 28,767 | 0.002 | 07/18/2013 | 28,767 | 06/30/2020 | 1 | 0.002 | 28,767 | SYS70041 | 70041 | 28,767 |
| Federal Home Loan Ba | UBOC | 3,615,000 | 1.540 | 06/30/2017 | 3,613,952 | 06/30/2020 | 340 | 1.550 | 3,598,552 | 3130ABJQ0 | 26440 | 3,614,668 |
| Federal National Mtg | UBOC | 3,000,000 | 1.300 | 06/30/2016 | 3,000,000 | 06/30/2020 | 365 | 1.300 | 2,978,190 | 3136G3JJ2 | 26341 | 3,000,000 |
| US Bank, N.A. | UBOC | 595,000 | 2.650 | 05/31/2019 | 598,290 | 05/23/2022 | 1,057 | 2.456 | 603,485 | 90331HPC1 | 26822 | 598,198 |
| Federal Home Loan Mt | UBOC | 2,500,000 | 2.800 | 03/20/2019 | 2,500,000 | 03/20/2024 | 1,724 | 2.990 | 2,503,800 | 3134GSSR2 | 26774 | 2,500,000 |
| Fund Total and Average | | \$ 9,995,926 | 1.871 | | \$ 9,998,168 | | 727 | 1.911 | \$ 9,969,953 | | | \$ 9,998,792 |
| GRAND TOTALS: | | \$ 24,540,428 | 1.972 | | \$ 24,775,478 | | 634 | 1.644 | \$ 24,545,870. | | | \$ 24,619,871 |

*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 06/30/2019

Investment #26822 USB Callable on and anytime after 4/22/2022



12

Commission Staff Report

July 17, 2019

COMMISSION MEETING DATE: July 26, 2019

SUBJECT: Sale or Disposal of Surplus Property

AGENDA CATEGORY: Consent

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

| | | | |
|---|-------------------------------------|---|---|
| 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"/> |
| <i>If other, please specify</i> | | | |
| _____ | | | |
| _____ | | | |

RECOMMENDATION:

Note and file report by all members for the disposal of several items from the Lodi Energy Center, Headquarters, and Hydroelectric facility. Below is a summary of items that were either sold, recycled or scrapped (detailed lists are attached):

- Obsolete computer equipment including laptops, monitors, printers, PCs, and servers
- Copy machine
- Power supplies, scanner, converter, radio intercom, SCADA modules
- Scrap metal and e-waste
- Ford trucks
- Polaris ranger
- Crane motors
- Compressor
- Filter press SF6 Gas Cart

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



Date: 5/29/2019

DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT

| QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|-----|------|---|--------------|-----------------|-------|-------------------------------|------------------|
| | | | | UNIT | TOTAL | | |
| 1. | 39 | PC workstations | obso/ctef(s) | | | | DRC |
| 2. | 22 | Server's | " | | | | DRC |
| 3. | 47 | Monitor's | " | | | | DRC |
| 4. | 17 | Network Devices | " | | | | DRC |
| 5. | 8 | Laptop's | " | | | | DRC |
| 6. | 2 | Fax / Printers | " | | | | DRC |
| 7. | 4 | Tablet's / Thin clients | " | | | | DRC |
| 8. | 1 | Video / DVD Player | " | | | | DRC |

JUSTIFICATION FOR SURPLUS/DISPOSAL:

*Outdated and no longer economically feasible equipment due to Technology Advancement.
Age of Equipment is 6-12 years old.*

RECOMMENDED DISPOSITION:
 NEGOTIATED (Private) SALE _____
 PUBLIC SALE: _____ SEALED BIDS _____ AUCTION _____
 DISPOSAL: SCRAP/RECYCLE VALUE NO VALUE - TRASH/JUNK
 DISPOSITION JUSTIFICATION: *Excess/Disposed Equipment*

PREPARED BY: John Behringer
 APPROVED BY: [Signature] ORG. CODE: _____
 AUTHORIZATION TO PROCEED: [Signature] DATE: 6/20/19
 (ASST. GEN. MANAGER) (GENERAL MANAGER)

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1

| Type | Description | Asset Tag |
|---------|---------------------------|-----------|
| Fax | Fax Front Desk | none |
| Laptop | Laptop | A00143 |
| Laptop | Laptop | E01015 |
| Laptop | Old Toby | E0792 |
| Laptop | Dell LPT | E1269 |
| Laptop | Lpt - Dell M4700 | E1440 |
| Laptop | LPT Latitude 5540 | E1587 |
| Laptop | Dell 830 | none |
| Laptop | Dell M4300 | none |
| Monitor | Dell monitor | E0588 |
| Monitor | Old Monitor | E0927 |
| Monitor | Viewsonic 24" Monitor | E0937 |
| Monitor | Viewsonic 24" Monitor | E0949 |
| Monitor | Dell Monitor | E0953 |
| Monitor | Dell Monitor | E1088 |
| Monitor | Acer Geo Monitor | E1111 |
| Monitor | Monitor | E1143 |
| Monitor | Viewsonic 24" Monitor | E1175 |
| Monitor | Viewsonic 24" Monitor | E1210 |
| Monitor | Viewsonic 24" Monitor | E1211 |
| Monitor | Viewsonic 24" Monitor | E1223 |
| Monitor | 40" mega TV from Dispatch | E1244 |
| Monitor | 40" mega TV from Dispatch | E1245 |
| Monitor | Monitor | E1278 |
| Monitor | Monitor | E1279 |
| Monitor | Monitor | E1285 |
| Monitor | Viewsonic 24" Monitor | E1309 |
| Monitor | Viewsonic 24" Monitor | E1312 |
| Monitor | Viewsonic 24" Monitor | E1313 |
| Monitor | Viewsonic 24" Monitor | E1314 |
| Monitor | Monitor | E1344 |
| Monitor | Viewsonic 24" Monitor | E1345 |
| Monitor | Monitor | E1346 |
| Monitor | Monitor | E1366 |
| Monitor | Monitor | E1367 |
| Monitor | Monitor | E1379 |
| Monitor | Monitor | E1380 |
| Monitor | Viewsonic 24" Monitor | E1385 |
| Monitor | Viewsonic 24" Monitor | E1393 |
| Monitor | Viewsonic 24" Monitor | E1404 |
| Monitor | Monitor | E1411 |
| Monitor | Monitor | E1412 |
| Monitor | Viewsonic 24" Monitor | E1414 |
| Monitor | Viewsonic 24" Monitor | E1445 |
| Monitor | Viewsonic 24" Monitor | E1470 |

| | | |
|---------|------------------------------|---------------|
| Monitor | Monitor | E1475 |
| Monitor | Viewsonic 24" Monitor | E1489 |
| Monitor | Viewsonic 24" Monitor | none |
| Monitor | Dell Monitor | none |
| Monitor | NEC large Monitor | none |
| Monitor | Viewonic Monitor | none |
| Monitor | Viewonic Monitor | none |
| Monitor | Viewonic Monitor | none |
| Monitor | Viewonic Monitor | none |
| Monitor | Monitor | none |
| Monitor | Viewsonic 24" Monitor | none |
| Network | HP Switch | E0290 |
| Network | HP Switch | E0715 |
| Network | Switch | E0967 |
| Network | HP Switch | E1191 |
| Network | 1760 Cisco RTR | FTX1031W2HK |
| Network | Netgear Switch | IXR19A5A30152 |
| Network | 2610 Cisco RTR | JAD043285ME |
| Network | 2610 Cisco RTR | JMX05131C4MB |
| Network | Cisco 2610 | none |
| Network | 2610 Cisco RTR | none |
| Network | HP Switch | SG14860216 |
| Network | Switch | TW5055870A0 |
| Network | Switch | TW527S8019 |
| Network | HP Switch | TW5385E009 |
| Network | HP Switch | TW5385E055 |
| Network | HP Switch | TW5385E0UG |
| Network | HP Switch | TW5385E0VM |
| Printer | Mobile HP Office Jet Printer | E1043 |
| Server | Server | E0942 |
| Server | Server | E0947 |
| Server | Server | E0948 |
| Server | SAN P4500 | E1008 |
| Server | SAN P4500 | E1009 |
| Server | SAN P4500 | E1011 |
| Server | SAN P4500 | E1012 |
| Server | SAN P4500 | E1013 |
| Server | SAN P4500 | E1014 |
| Server | SAN P4500 | E1015 |
| Server | SAN P4500 | E1053 |
| Server | SAN P4500 | E1054 |
| Server | SAN P4500 | none |
| Server | Server | E1148 |
| Server | SAN P4500 | E1156 |
| Server | Server | E1157 |
| Server | Server | E1327 |
| Server | Server | E1328 |

Workstation

PC

E1575

| | | |
|-------------|------------------------|--------|
| Server | SAN P4500 | E1329 |
| Server | SAN P4500 | E1330 |
| Server | Server | E1331 |
| Server | Server | none |
| Tablet | Old Surface Tablet | E1315 |
| Tablet | Surface Tablet | E1633 |
| Thinclient | HP Thinclient | E1072 |
| Thinclient | Accounting Thin Client | E1238 |
| Video | VCR/DVD player | E0722 |
| Workstation | Enpower Geo PC | E00783 |
| Workstation | Geo PC | E01011 |
| Workstation | PC | E0711 |
| Workstation | PC | E0799 |
| Workstation | Optiplex 9020 | E0806 |
| Workstation | PC | E1020 |
| Workstation | Optiplex 980 | E1037 |
| Workstation | Optiplex 980 | E1038 |
| Workstation | PC | E1084 |
| Workstation | Geo PC | E1113 |
| Workstation | PC | E1115 |
| Workstation | Geo PC | E1117 |
| Workstation | PC | E1140 |
| Workstation | PC | E1267 |
| Workstation | PC | E1273 |
| Workstation | PC | E1274 |
| Workstation | Optiplex 3010 | E1281 |
| Workstation | PC | E1351 |
| Workstation | Optiplex 3010 | E1352 |
| Workstation | Optiplex 3010 | E1354 |
| Workstation | Optiplex 3010 | E1355 |
| Workstation | Optiplex 3010 | E1356 |
| Workstation | Optiplex 3010 | E1357 |
| Workstation | Optiplex 3010 | E1358 |
| Workstation | PC | E1359 |
| Workstation | Geo PC | E1365 |
| Workstation | PC | E1392 |
| Workstation | PC | E1394 |
| Workstation | PC | E1452 |
| Workstation | PC | E1458 |
| Workstation | PC | E1459 |
| Workstation | Optiplex 3010 | E1492 |
| Workstation | Optiplex 3010 | E1493 |
| Workstation | Optiplex 3010 | E1494 |
| Workstation | PC | E1495 |
| Workstation | Optiplex 3010 | E1496 |
| Workstation | PC | E1497 |
| Workstation | PC | E1499 |



Straight Bill of Lading - Short Form - Original - Non Negotiable

| | | | | | |
|------------------------|----------------------------------|----------------------------------|-------------------------------|--|---------|
| Customer | Northern California Power Agency | MMOF | 161070338 | SOW # | 1007156 |
| | | Cust Code | C2026170 | Job# | 1007156 |
| Carrier | Sims Recycling Solutions | | Intermediate Consignee | | |
| Shipper | Northern California Power Agency | Address, City, State | | | |
| Address | 7664 Old Auburn Road | Ultimate Consignee | | Sims Recycling Solutions | |
| City, State Zip | Citrus Heights, CA 95610 | Address, City, State, Zip | | 8855 Washington Blvd Roseville, CA 95678 | |
| Contact | John Behringer | Contact | | Brandon Bayan | |
| Telephone | 916-781-4231 | Telephone | | 916-746-7302 | |

Shipment Details

| | | | |
|---|--------------------------------------|----------------------|----------|
| Ship Date | May 29, 2019 | | |
| Delivery Date | | PickUp Window | 8am-10am |
| Parking Restrictions? | No | | |
| Supplies Required? | Yes, Desktop & laptop carts, 1 combo | | |
| Is a Lift Gate required? | Yes | | |
| Is Dock Standard truck height? | No | | |
| Dock accommodate tractor trailer? | No | | |
| Freight door available? | No | | |
| Elevator available? | No | | |
| Certificate of Insurance required? | No | | |

| Pieces | Maxmat | Kind of package, description of articles, special marks and exceptions. (list hazardous materials first) | Class | Estimated Weight |
|--------|--------|--|-------|------------------|
| 2039 | | Desktop PCs | 92.5 | 240 Lb. |
| 209 | | Laptops | 92.5 | 100 lb. |
| 4 | | Tablets | | |
| 83 | | Accessories | | |
| 17 | | Switches | | |
| 45 | | monitors | | |
| 2 | | KEYBOARDS | | |

Special Instructions: setup one gaylord/pallet for future pickups.

The property described above is in apparent good order, except as noted (contents and condition of contents in packages unknown) marked, labeled, and are in proper condition for transportation according to the applicable regulations of the department of transportation.

Damage Waiver: If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signed: (Consignor) *John Behringer*

Signed: (Driver) *[Signature]*

Signed: (Consignor) _____

Sign below ONLY if damage is to be waived

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consignee

DISCLAIMER: Sims Recycling Solutions is NOT a "Carrier" or "Broker" of transportation services. This document is provided for our customers convenience for delivery to Sims Recycling Solutions. The carrier names above will set and be responsible for all transit liability standards and their manifest cost.

CARRIER PAYMENT NOTIFICATION: A COPY OF THIS BILL OF LADING MUST BE TENDERED WITH ALL SHIPMENT DELIVERIES. FAILURE TO COMPLY MAY RESULT IN PAYMENT DELAYS.

3rd Party Freight Payment Address

Company: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____

The property described above is received in apparent good order, except as noted.

Freight Charges:

| | | | | | |
|---------|-------------------------------------|---------|--------------------------|-----------|--------------------------|
| Prepaid | <input checked="" type="checkbox"/> | Collect | <input type="checkbox"/> | 3rd Party | <input type="checkbox"/> |
|---------|-------------------------------------|---------|--------------------------|-----------|--------------------------|

(Charges are Collect if nothing is checked)

Signed: (Consignee) _____



Date: May 15, 2019

**DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT**

| QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|-----|------|---|--------|-----------------|-------|-------------------------------|------------------|
| | | | | UNIT | TOTAL | | |
| 1. | U | ✓ Ricoh Aficio MP C2000 Copy Machine | S | each | 0.00 | Hydro | Murphys |
| 2. | U | ✓ Uninterrupted Power Supply (UPS) | S | each | 0.00 | Hydro | Murphys |
| 3. | U | ✓ Monitors | S | each | 0.00 | Hydro | Murphys |
| 4. | U | ✓ Power Supplies (obsolete) | S | each | 0.00 | Hydro | Murphys |
| 5. | U | ✓ Small Power Supplies (obsolete) | S | each | 0.00 | Hydro | Murphys |
| 6. | U | ✓ Scanner | S | each | 0.00 | Hydro | Murphys |
| 7. | U | ✓ Inverter | S | each | 0.00 | Hydro | Murphys |
| 8. | U | ✓ DC-DC Converter | S | each | 0.00 | Hydro | Murphys |

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Copier came from Collierville PH, is over 10 years old and has been replaced with the old Murphys copier. The remaining items are either non-functional or obsolete and have been removed from service. Recommend recycling as eWaste.

RECOMMENDED DISPOSITION:
 NEGOTIATED (Private) SALE ___
 PUBLIC SALE: ___ SEALED BIDS ___ AUCTION
 DISPOSAL: ___ SCRAP/RECYCLE VALUE ___ NO VALUE - TRASH/JUNK
 DISPOSITION JUSTIFICATION:

Recommend recycling as eWaste.

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

PREPARED BY: Sumeth 5/15/19 Sumeth 5/15/19
 APPROVED BY: [Signature] ORG. CODE: 650
 AUTHORIZATION TO PROCEED: [Signature] DATE: 5/17/19
 (ASST. GEN. MANAGER) (GENERAL MANAGER)

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1



477 Bret Harte Drive
Murphys, CA 95247

phone (209) 728-1387
fax (209) 728-1391
web www.ncpa.com

Disposal of Surplus Property

Date: May 30, 2019

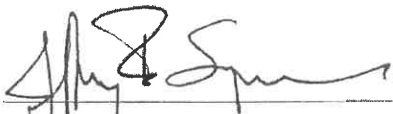
This notice confirms that Northern California Power Agency has donated the following item:

- Ricoh Aficio MP C2000 Copy Machine

To the following:

Big Trees Community Bible Church
1216 Blagen Road
Arnold, CA 95223

Acknowledgment of Receipt:

Received By: 

Printed Name: Jeremy R. Stevenson

Date: MAY 30, 2019



477 Bret Harte Drive
Murphys, CA 95247

phone (209) 728-1387
fax (209) 728-1391
web www.ncpa.com

Disposal of Surplus Property

Date: 6.20.19

This notice confirms that Northern California Power Agency has disposed of the following items below:

- Uninterruptable Power Supply (2)
- Computer Monitors (3)
- Small Power Supplies (5)
- Large Power Supplies (6)
- Scanner
- Inverter
- DC-DC Converter

To the following:

Carson Hill Dump

Delivery Acknowledgment:

Delivered By: 

Printed Name: Steven Reich

Date: 6/20/19



Date: May 15, 2019

**DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT**

| QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|-----|------|---|--------|-----------------|-------|-------------------------------|------------------|
| | | | | UNIT | TOTAL | | |
| 1. | U | ✓ GPI Radio Intecom | S | each | 0.00 | Hydro | Murphys |
| 2. | U | ✓ SCADApack PLCs and Modules | S | each | 0.00 | Hydro | Murphys |
| 3. | U | ✓ Miscellaneous general eWaste | S | each | 0.00 | Hydro | Murphys |
| 4. | U | ✓ Infrared Camera | S | each | 0.00 | Hydro | Murphys |
| 5. | | | | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |

JUSTIFICATION FOR SURPLUS/DISPOSAL:

General eWaste. Obsolete and non-functioning items.

PREPARED BY: [Signature] 5/15/19 Approved 5/15/19
APPROVED BY: [Signature] 5/17/19 ORG. CODE: 650
 (ASST. GEN. MANAGER)
AUTHORIZATION TO PROCEED: [Signature] 5/17/19 DATE: 5/17/19
 (GENERAL MANAGER)

RECOMMENDED DISPOSITION:
 NEGOTIATED (Private) SALE ___
 PUBLIC SALE: ___ SEALED BIDS ___ AUCTION
 DISPOSAL: ___ SCRAP/RECYCLE VALUE ___ NO VALUE - TRASH/JUNK
DISPOSITION JUSTIFICATION:
 Recommend recycling as eWaste.

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT I



477 Bret Harte Drive
Murphys, CA 95247

phone (209) 728-1387
fax (209) 728-1391
web www.ncpa.com

Disposal of Surplus Property

Date: 6.20.19

This notice confirms that Northern California Power Agency has disposed of the following items below:

- CPI Radio Intercom
- SCADApack PLCs and Modules
- Miscellaneous General eWaste
- Non-functioning Infrared Camera

To the following:

Carson Hill Dump

Delivery Acknowledgment:

Delivered By: Steven Papish

Printed Name: [Signature]

Date: 6/20/19



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 4/29/19

| QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property# / Stock # / Fleet # or Project # | SITE LOCATION LEC/CT2 |
|-----|------|---|--------|-----------------|-------|---|-----------------------------|
| | | | | UNIT | TOTAL | | |
| 1. | Lot | Scrap Metal | S | | | | |
| 2. | Lot | E-Waste | S | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |
| 9. | | | | | | | |

JUSTIFICATION FOR EXCESS/DISPOSAL: Scrap Metal and E-Waste

RECOMMENDED DISPOSITION: Disposal

PREPARED BY: Melissa Philpot / Michael DeBortoli *Michael DeBortoli*
ORG. _____

____ PUBLIC SALE _____ PRIVATE SALE
 DISPOSAL - NO NET-SCRAP VALUE
\$365.00

APPROVED BY: *[Signature]* CODE: _____

AUTHORIZATION (ASST. GEN. MANAGER)

TO PROCEED: *Walter Hill for* DATE: 5/1/2019

(GENERAL MANAGER)

*U/M = UNIT OF MEASURE

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

ORIGINAL TO TREASURER-CONTROLLER



Date: 5/8/19

This notice confirms that the Northern California Power Agency has disposed of the following items listed below:

- Scrap Metal

To the following:

Vendor Name: V&E Hauling / Vincente Gonzales

Address/Phone #: 524 E. Harold Street, Lodi (209) 915-0214

Signature: *Vincente Gonzales*

Northern California Power Agency

Employee Name: Melissa Philpot

Signature: *Melissa Philpot*

Monies Received for this?

YES (\$365.⁰⁰) (50% of total, rounded)

NO

*** CASH DISBURSEMENT RECEIPT ***



Receipt # 020543

Receipt Date: 05/07/19 1:41pm

WS - Stockton, CA
1000 South Aurora St.
Stockton, CA 95206

Purchased From: 118148
Gonzalez, Vicente
525 E Harold
Lodi, CA 95240

Veh # TK 4N08355 I.D. # 4N08355

| Ticket# | Ship Dt | Commodity | Price UM | Frnt | Ext | Total | Amt |
|--------------------------------------|----------|------------------|-----------------|--------|------|--------|----------|
| TGBOMA | 05/07/19 | #1 HMS * | 165.0000 NT | | 0.00 | 171.61 | |
| | | Veh#: TK 4N08355 | Weights: 12880g | 10800t | | 2080n | |
| TGBOMA | 05/07/19 | Unprepared | 148.0000 NT | | 0.00 | 174.64 | |
| | | Veh#: TK 4N08355 | Weights: 10800g | 8440t | | 2360n | |
| Supplier 118148 Totals (Pounds): | | | 23680g | 19240t | | 4440n | |
| TOTAL AMOUNT PAID TO SUPPLIER (ATM): | | | | | | | \$346.25 |

Cashier Signature _____
(Inez Garcia)

Customer Signature _____

Deputy Weighmaster Signature _____
(Jose Carranza)

Customer Signature _____

(All weights are reported in Pounds unless otherwise indicated)
("m" Represents a weight that was manually entered)

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BILL OF SALE: I warrant that I am the owner (or owner's representative) of the material described hereon and have the right to sell same, that it contains no Hazardous Materials as defined by any federal or state law and that for payment hereby received, I sell and convey title to Sims Metal.
HOLD HARMLESS AGREEMENT: Seller will indemnify and hold buyer harmless from damages, demands and liabilities, including reasonable attorney's fees, resulting from the breach of any warranty hereunder and driver agrees to be responsible for damage to vehicle during unloading.

NOT REFUNDABLE MORE THAN 90 DAYS FROM DATE ABOVE

Customer Copy

*** CASH DISBURSEMENT RECEIPT ***



Receipt # 020530

Receipt Date: 05/07/19 10:35am

WS - Stockton, CA
1000 South Aurora St
Stockton, CA 95206

Purchased From: 118148
Gonzalez, Vicente
525 E Harold
Lodi, CA 95240

| Ticket# | Ship Dt | Commodity | Price | UM | Frnt | Ext | Total Amt |
|----------------------------------|----------|--------------------|-----------------|----|--------|--------|-----------|
| TGBLDZ | 05/07/19 | #1 HMS * | 165.0000 | NT | 0.00 | 257.42 | |
| | | Veh#: TK 4N08355 | Weights: 12140g | | 9020t | 3120n | |
| TGBLDZ | 05/07/19 | Light Iron | 90.0000 | NT | 0.00 | 24.30 | |
| | | Veh#: TK 4N08355 | Weights: 9020g | | 8480t | 540n | |
| ZATSGS | 05/07/19 | #2 ICW 65% | 1.1400 | LB | 0.00 | 66.12 | |
| | | Veh#: | Weights: 291g | | 233t | 58n | |
| ZATSGS | 05/07/19 | 18-8/304 SS SOLIDS | 0.4200 | LB | 0.00 | 36.96 | |
| | | Veh#: | Weights: 379g | | 291t | 88n | |
| Supplier 118148 Totals (Pounds): | | | 21830g | | 18024t | 3806n | |

TOTAL AMOUNT PAID TO SUPPLIER (ATM): \$384.80

Cashier Signature _____
(Inez Garcia)

Customer Signature _____

(This represents a weight that was manually entered)

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BILL OF SALE: I warrant that I am the owner (or owner's representative) of the material described hereon and have the right to sell same, that it contains no Hazardous Materials as defined by any federal or state law and that for payment hereby received, I sell and convey title to Sims Metal.

HOLD HARMLESS AGREEMENT: Seller will indemnify and hold buyer harmless from damages, demands and liabilities, including reasonable attorney's fees, resulting from the breach of any warranty hereunder and driver agrees to be responsible for damage to vehicle during unloading.

NOT REFUNDABLE MORE THAN 90 DAYS FROM DATE ABOVE

CUSTOMER COPY

attorney's fees, resulting from the breach of any warranty hereunder and driver agrees to be responsible for damage to vehicle during unloading.

NOT REFUNDABLE MORE THAN 90 DAYS FROM DATE ABOVE

Customer Copy

Fremouw Environmental Services, Inc.
 6940 Tremont Road
 Dixon, CA 95620

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 5/14/2019 | 85887 |

| |
|---|
| Bill To |
| Northern CA Power Agency PO Box 1478 Lodi, CA 95242 |

| |
|--|
| Ship To |
| Lodi Energy Center 12745 N. Thornton Road Lodi, CA 95242 |

| Description | Quantity | Rate | P.O. No. | Rep |
|------------------|----------|--------|----------|-----------------|
| | | | | DK |
| | | | | Amount |
| Electronic Waste | 632 | 0.65 | | 410.80 |
| Stop Fee | 1 | 150.00 | | 150.00 |
| Labor | 1.5 | 95.00 | | 142.50 |
| Sales Tax | | 8.25% | | 0.00 |
| Total | | | | \$703.30 |



Date: May 15, 2019

**DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT**

| QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|-----|------|---|--------|-----------------|-------|-------------------------------|------------------|
| | | | | UNIT | TOTAL | | |
| 1. | U | 2007 Polaris Ranger | P | each | 0.00 | Hydro | Murphys |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |

JUSTIFICATION FOR SURPLUS/DISPOSAL:

The 2007 Polaris Ranger used for transmission line patrols is no longer running. It needs a new engine at a cost of about ~\$6-8K that exceeds the current value of the vehicle. The Polaris does not have an engine installed at the current time, but an engine could be rebuilt.
 NCPA Asset ID: #873 VIN: 4XARH68A774389262 License: 89LZ55 (Expires 6/30/2019)

RECOMMENDED DISPOSITION:
 NEGOTIATED (Private) SALE _____
 PUBLIC SALE: SEALED BIDS _____ AUCTION _____
 DISPOSAL: _____ SCRAP/RECYCLE VALUE _____ NO VALUE - TRASH/JUNK _____
DISPOSITION JUSTIFICATION:
 Recommend sealed bids, then scrap if it does not sell at public bid.

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

PREPARED BY: Audrey 5/15/19 Shorel 5/16/19
APPROVED BY: [Signature] [Signature] ORG. CODE: 650
 (ASST. GEN. MANAGER)
AUTHORIZATION TO PROCEED: [Signature] [Signature] DATE: 5/17/19
 (GENERAL MANAGER)

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1



**DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT**

Date: 10/11/18

| QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|-----|------|---|--------|-----------------|---------|-------------------------------|------------------|
| | | | | UNIT | TOTAL | | |
| 1. | U | 2004 Ford F250 XL Super Duty Flatbed Truck | P | each | \$2,500 | Hydro | Murphys |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |

JUSTIFICATION FOR SURPLUS/DISPOSAL:

This vehicle has 142,000+ miles and is reaching the end of its useful life. The vehicle has been retired from the Hydro fleet and has been replaced with a new vehicle. NCPA Asset ID: #594 VIN: 1FDNF21L54EB36069 Plate: 1168924

PREPARED BY: Amber Summersett 10/11/18 Hydro 10/16/18

APPROVED BY: [Signature] ORG. CODE: 650

AUTHORIZATION TO PROCEED: [Signature] DATE: 10/22/18

(ASST. GEN. MANAGER) (GENERAL MANAGER)

RECOMMENDED DISPOSITION:
 NEGOTIATED (Private) SALE _____
 PUBLIC SALE: SEALED BIDS _____ AUCTION _____
 DISPOSAL: _____ SCRAP/RECYCLE VALUE _____ NO VALUE - TRASH/JUNK _____
 DISPOSITION JUSTIFICATION:

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1



477 Bret Harte Drive
Murphys, CA 95247

phone (209) 728-1387
fax (209) 728-1391
web www.ncpa.com

Receipt Acknowledgment Sale of Surplus Property

June 20, 2019

Dan Hess
17599 Buttercup Circle
Sonora, CA 95370

Items sold via public sealed bid:

| Bid Item No. | Item Description | Sale Price |
|--------------|---|------------|
| DOE-0101A | 2004 Ford F250 | \$2,100 |
| DOE-0101C | 2007 Polaris Ranger | \$500 |
| | Total Received Cashiers Check #1027058 | \$2,600 |

Extraneous items included:

- Two sets of Ford keys, including tool box keys
- Ford Maintenance Records
- Polaris product manual

Delivery Acknowledgment:

Delivered By: (NCPA) *[Signature]*

Received By: (Dan Hess) *[Signature]*

Date: 6/20/19



Date: 4/25/19

**DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT**

| QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|-----|------|---|--------|-----------------|-------|-------------------------------|------------------|
| | | | | UNIT | TOTAL | | |
| 1. | U | 2004 1/2 Ton Ford Pickup 4WD | P | each | 1,000 | Hydro | Murphys |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |

JUSTIFICATION FOR SURPLUS/DISPOSAL:

This vehicle has 199,121 miles, is having mechanical problems and has reached the end of its useful life. The vehicle will be retired from the Hydro fleet and replaced with a new vehicle. NCPA Asset ID: #598 VIN: 1FTRF14554NA82415 License Plate: 1169742

PREPARED BY: Agus 4/25/19 Rhodes 4/25/19
 APPROVED BY: [Signature] ORG. CODE: 650
 AUTHORIZATION: [Signature] (ASST. GEN. MANAGER)
 TO PROCEED: Water Hill for DATE: 5/1/2019
 (GENERAL MANAGER)

RECOMMENDED DISPOSITION:

NEGOTIATED (Private) SALE:
 PUBLIC SALE: SEALED BIDS AUCTION
 DISPOSAL: SCRAP/RECYCLE VALUE NO VALUE - TRASH/JUNK
 DISPOSITION JUSTIFICATION:

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1



477 Bret Harte Drive
Murphys, CA 95247

phone (209) 728-1387
fax (209) 728-1391
web www.ncpa.com

Receipt Acknowledgment Sale of Surplus Property

June 24, 2019

Jeremy Lamberson
2664 Barnett Lane
Placerville, CA 95667

Items sold via public sealed bid:

| Bid Item No. | Item Description | Sale Price |
|--------------|---------------------------|------------|
| DOE-0101b | 2004 Ford F150 | \$1,701 |
| | Total Received In Cash | \$1,701 |

Extraneous items included:

- Two sets of Ford keys, including tool box keys
- Ford Maintenance Records

Delivery Acknowledgment:

Delivered By: (NCPA) *Ju J. J. J. J.*
Received By: (Jeremy Lamberson) *A*
Date: 6/24/19



Date: 11/21/18

**DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT**

| QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|-----|------|---|--------|-----------------|-------|-------------------------------|------------------|
| | | | | UNIT | TOTAL | | |
| 1. | U | Crane Hoist Motor | S | | 0.00 | Hydro | Murphys |
| 2. | U | Trolley Motor | S | | 0.00 | Hydro | Murphys |
| 3. | U | Gantry Crane Motor | S | | 0.00 | Hydro | Murphys |
| 4. | U | Axillary Motors | S | | 0.00 | Hydro | Murphys |
| 5. | U | Micro Drive Motors | S | | 0.00 | Hydro | Murphys |
| 6. | | Motor housings (metal) | S | | 0.00 | Hydro | Murphys |
| 7. | | | | | | | |
| 8. | | | | | | | |

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Crane was upgraded and new motors purchased to work with upgraded VFD drive equipment.

PREPARED BY: [Signature] 11/21/18 [Signature]
 APPROVED BY: [Signature] ORG. CODE: 650
 AUTHORIZATION TO PROCEED: [Signature] DATE: 11/26/18
 (ASST. GEN. MANAGER) (GENERAL MANAGER)

RECOMMENDED DISPOSITION:
 NEGOTIATED (Private) SALE _____
 PUBLIC SALE: _____ SEALED BIDS _____ AUCTION _____
 DISPOSAL: SCRAP/RECYCLE VALUE _____ NO VALUE - TRASH/JUNK _____
DISPOSITION JUSTIFICATION:

Recommend selling for scrap metal.

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



477 Bret Harte Drive
Murphys, CA 95247

phone (209) 728-1387
fax (209) 728-1391
web www.ncpa.com

Disposal of Surplus Property

Date: 6/20/19

This notice confirms that Northern California Power Agency has disposed of the following items:

- Crane Hoist Motor
- Crane Trolley Motor
- Crane Gantry Motor
- Crane Auxiliary Motors (3)
- Micro Drive Motors (4)
- Metal Motor Housings

At the following place:

Modesto Junk Company (A+S Metals)

Delivery Acknowledgment:

Delivered By: 

Printed Name: Trever Simpson

Date: June -24-19



Date: May 15, 2019

**DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT**

| QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|-----|------|---|--------|-----------------|--------|-------------------------------|------------------|
| | | | | UNIT | TOTAL | | |
| 1. | 3 | Truck tool boxes | S | each | 0.00 | Hydro | Murphys |
| 2. | 1 | 2012 Ford F250 Truck Bed Cap | A | each | 200.00 | Hydro | Murphys |
| 3. | 1 | Workbench | S | each | 0.00 | Hydro | Murphys |
| 4. | 1 | Solvent Station | S | each | 0.00 | Hydro | Murphys |
| 5. | 1 | Compressor <i>*disposed of 6-24-19</i> | S | each | 0.00 | Hydro | Murphys |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Truck tool boxes have been removed from vehicles which have been disposed. New vehicles are outfitted with service beds appropriate for the trades for which they will be used. The parts washer/degreaser has been obsolete for some time and should be scrapped. The compressor from New Spicer Meadow is no longer functioning and has been replaced.

PREPARED BY: [Signature] 5/15/19 [Signature] 5/15/19
 APPROVED BY: [Signature] ASST GEN. MANAGER ORG. CODE: 650
 AUTHORIZATION TO PROCEED: [Signature] DATE: 5/17/19
 (GENERAL MANAGER)

RECOMMENDED DISPOSITION:

NEGOTIATED (Private) SALE _____
 PUBLIC SALE: _____ SEALED BIDS _____ AUCTION _____
 DISPOSAL: _____ SCRAP/RECYCLE VALUE _____ NO VALUE - TRASH/JUNK
 DISPOSITION JUSTIFICATION:

Recommend scrap/junk due to low value.

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1



477 Bret Harte Drive
Murphys, CA 95247

phone (209) 728-1387
fax (209) 728-1391
web www.ncpa.com

Disposal of Surplus Property

June 24, 2019

This notice confirms that Northern California Power Agency has disposed of the following items below:

- Compressor

To the following:

- Modesto Junk Company (A&S Metals)

Delivery Acknowledgment:

Delivered By: Trev Simpson

Printed Name: Trev Simpson

Date: June-24-19



Date: 1/22/15

**DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT**

| QTY | U/M* | DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs) | COND** | ESTIMATED VALUE | | NCPA Property or Project # | SITE LOCATION |
|-----|------|---|--------|-----------------|-------|-------------------------------|------------------|
| | | | | UNIT | TOTAL | | |
| 1. | ea | SF6 gas cart | S | 1 ea | 0 | | Murphys |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |

JUSTIFICATION FOR SURPLUS/DISPOSAL: NCPA Hydro's SF6 gas cart has no value and is beyond reasonable repair. Several calls have been made to manufacturer for quote to refurbish. To refurbish the cart would cost more than purchasing a new cart. Research in the field for interest in the cart has indicated that there is no interest in this type of cart that would require extensive costly repairs.

PREPARED BY: Tracy Kves TK ORG. CODE: _____
 APPROVED BY: [Signature] DATE: 2/14/15
 AUTHORIZATION (ASST. GEN. MANAGER)
 TO PROCEED: [Signature] (GENERAL MANAGER)

RECOMMENDED DISPOSITION:
 NEGOTIATED (Private) SALE _____
 PUBLIC SALE: _____ SEALED BIDS _____ AUCTION _____
 DISPOSAL: SCRAP/RECYCLE VALUE _____ NO VALUE - TRASH/JUNK _____
 DISPOSITION JUSTIFICATION:
 SF6 cart would require extensive costly repairs to bring back to working conditions. No interest in the field for such a cart.

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

ORIGINAL TO TREASURER-CONTROLLER
ATTACHMENT I



Private Sale

Bid on Sale of Surplus Property/Bill of Sale

* Did not sell at open bid.

INSTRUCTIONS:

1. Read and complete this form.
2. Place in sealed envelope with your name on outside and return to NCPA representative.
3. The successful bidder will be so notified within 24 hours after the scheduled bid opening.
4. This form may also constitute a Bill of Sale for all sales of surplus whether by sealed bid, auction or a negotiated sale.

DECLARATION:

- I understand that if I am the successful bidder, I must render payment and remove the subject property within 48 hours of receipt of such notice, unless other arrangements are approved in writing by NCPA prior to the bid opening.
- **I have read and acknowledge the terms and conditions of sale noted hereon and on the reverse side hereof.**
- I hereby submit the following bid as described below:

| NCPA Property ID No. | Description | Quantity | Net Unit Price Bid | Total Bid Amount |
|----------------------|---------------------------|----------|--------------------|-------------------|
| HYD0107-E | Filter Press SF6 Gas Cart | 1 | | 100 ⁰⁰ |
| | | | | |
| | | | | |

Signature of Bidder/Buyer: Jim Oress Date: 6/11/19

Location of Property: 477 Bret Harte Drive
Murphys, CA 95247

NOTES:

- **NCPA reserves the right to accept or decline all or any part of the above bid.**
- **Terms and conditions of sale are stated on reverse side of this form and are effective for all sales, whether by sealed bid, auction or a negotiated sale.**

Bid Accepted by: [Signature] Date: 7/8/19
(Highest only) (NCPA Representative)

DISTRIBUTION: Original to Treasurer-Controller
Copy to Successful Highest Bidder



Commission Staff Report

Date: July 17, 2019

COMMISSION MEETING DATE: July 26, 2019

SUBJECT: Airgas USA, LLC – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for CEMS EPA gases purchases; Applicable to the following projects: All NCPA Plant Facilities.

AGENDA CATEGORY: Consent

| | | |
|--------------------|---------------------------|-----------------------------------|
| FROM: | Ken Speer <i>KS</i> | METHOD OF SELECTION: |
| | Assistant General Manager | N/A |
| Division: | Generation Services | <i>If other, please describe:</i> |
| Department: | Geothermal | |

| | | |
|--------------------------------------|-------------------------------------|---|
| IMPACTED MEMBERS: | | |
| 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 checked="" type="checkbox"/> | City of Ukiah <input checked="" type="checkbox"/> |
| City of Biggs | <input checked="" type="checkbox"/> | City of Lompoc <input checked="" type="checkbox"/> |
| City of Gridley | <input checked="" type="checkbox"/> | City of Palo Alto <input checked="" type="checkbox"/> |
| City of Healdsburg | <input checked="" type="checkbox"/> | City of Redding <input type="checkbox"/> |
| | | City of Roseville <input checked="" type="checkbox"/> |
| | | City of Santa Clara <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> | Azusa, CDWR, Modesto |
| | | <u>PWRPA</u> |

RECOMMENDATION:

Approval of Resolution 19-52 authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC for CEMS EPA gas purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA.

BACKGROUND:

CEMS EPA gases are required from time to time related to project support at facilities owned and/or operated by NCPA.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years, to be used out of the NCPA approved budget. 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 products are required, NCPA will bid the specific products consistent with NCPA procurement policies and procedures. NCPA currently has a similar agreement in place with Matheson Tri-Gas and seeks bids from multiple qualified providers whenever products are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the products needed at the time the products are required.

ENVIRONMENTAL ANALYSIS:

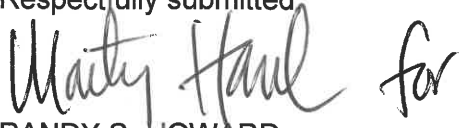
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on July 3, 2019, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on July 8, 2019, and was approved.

Respectfully submitted

A handwritten signature in black ink that reads "Waiety Haul for". The signature is written in a cursive, somewhat stylized font.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC

RESOLUTION 19-52

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT,
MATERIALS AND SUPPLIES WITH AIRGAS USA, LLC**

(reference Staff Report #172:19)

WHEREAS, CEMS EPS gases are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA); and

WHEREAS, Airgas USA, LLC is a provider of these products; and

WHEREAS, NCPA seeks to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC to provide such products as needed at all NCPA Plant facility locations, in an amount not to exceed \$1,000,000 over five years; 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 a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 for CEMS EPA gases purchases for use at all facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2019 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 | _____ | _____ | _____ |

ROGER FRITH
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AIRGAS USA, LLC**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Airgas USA, LLC, ("Supplier"), whose office is located at 840 N. Sacramento St., Lodi CA 95403-1253 (together sometimes referred to as the "Parties") as of _____, 2019 (the "Effective Date").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title shall not pass until the Agency accepts delivery at this Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency. The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP at a facility owned and/or operated by Agency.

Section 3. TERM OF AGREEMENT. This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A.

Section 4. REQUEST FOR GOODS. At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered. Supplier shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier chooses not to provide the Requested Goods. If Supplier agrees to provide the Requested Goods, begins to provide the Requested Goods, or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

- 5.1 Invoices.** Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. In the event Supplier fails to invoice Agency for all amounts due within such ninety (90) day period, Supplier waives its right to collect payment from Agency for such amounts. All invoices shall be submitted to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

- 5.2 Payment.** Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.
- 5.3 Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. In the event Supplier fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Supplier is deemed to have waived its right to collect its final payment for the Requested Goods from Agency.

Section 6. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of one million dollars (\$1,000,000) per accident.
- 6.2 Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, resulting from the operation, maintenance or use of Supplier's owned, non-owned and hired vehicles, on or off Agency premises. The policy shall provide a limit of \$1,000,000 per each accident, with \$2,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, and also including sudden and accidental pollution coverage, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and property damage which may arise out of the operations of Supplier in regard to this Agreement with limits of \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage, on an occurrence basis.

6.4 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.

6.5 All Policies Requirements.

6.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy including the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas' said indemnification obligation.

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide prior written notice of any cancellation or material change of the insurance required under this Agreement.

6.5.3 Waiver of Subrogation. Supplier agrees to waive subrogation, up to the policy limits specified herein, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas' said indemnification obligation.

6.6 Pollution Insurance. Deleted due to sudden and accidental pollution insurance provided under GCL.

Section 7. WARRANTY. Supplier warrants that, at the time of delivery, all gas Goods furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects;; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with the terms of this Agreement applicable to such Goods. SUPPLIER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SUPPLIER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SUPPLIER TO AGENCY AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF GOODS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT AGENCY'S SOLE RISK.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

- 8.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Supplier from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages as provided by this Agreement whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Supplier acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 8.2 Scope.** Supplier 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 third party claims for injury (including death), loss or damage to the person or property of any third party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action caused by any negligent acts or omissions by Supplier, its officers, officials, agents, and employees in performing their duties under the contract, 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. For avoidance of doubt, third party includes Agency's employees.
- 8.3 Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 9. MISCELLANEOUS PROVISIONS.

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

- 9.2 **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.
- 9.3 **Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 **Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 **Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 **Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 **Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in federal or state courts located in Sacramento County, California.
- 9.8 **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.
- 9.9 **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.
- 9.10 **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.
- 9.11 **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.
- 9.12 **Conflict of Interest.** Supplier may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Supplier in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Supplier 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.*

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

9.14 Notices. Any written notice to Supplier shall be sent to:

Airgas USA, LLC
840 N. Sacramento St.
Lodi, CA 95240-1253

With a copy to:

Airgas USA, LLC
6790 Florin Perkins Road, #300
Sacramento, CA 95828-2604

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

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

9.15.1 Each party shall designate a senior management or executive level representative to negotiate any dispute.

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

9.15.3 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.

9.15.4 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.

9.15.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

9.15.6 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.*

9.16 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.

9.17 **Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.

9.18 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.

9.19 **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.

9.20 **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

9.21 **Excuse of Performance.** Supplier shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control.

9.22 **Allocation.** If sufficient Goods are not available from Supplier's normal source of supply for any reason, Supplier may allocate Goods among its own requirements and its customers. Supplier will make reasonable efforts to obtain additional Goods from other sources if and only if confirmed in writing by Agency, that Agency will pay a higher fee to cover all additional costs associated with such Goods..

9.23 Remedies; Limitation of Liability. NEITHER SUPPLIER NOR SUPPLIER'S SUPPLIERS OF GOODS ("SUPPLIER'S SUPPLIERS") SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES. SUPPLIER'S SOLE LIABILITY AND AGENCY'S SOLE REMEDY FOR ANY DAMAGES CAUSED BY DELIVERY OF NON-CONFORMING PRODUCTS AND/OR SUPPLIER'S FAILURE TO DELIVER PRODUCTS SHALL BE LIMITED TO, AT SUPPLIER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. SUPPLIER'S SOLE LIABILITY AND AGENCY'S SOLE REMEDY DURING THE TERM OF THIS AGREEMENT FOR ALL OTHER CLAIMS, LOSSES, OR DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER SHALL BE LIMITED TO \$5,000 FOR EACH OCCURRENCE AND \$25,000 FOR THE ENTIRE TERM OF THE AGREEMENT. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL NOT APPLY TO SUPPLIER'S INDEMNIFICATION OBLIGATIONS IN SECTION 8.2. ALL CLAIMS BY AGENCY HAVING ANYTHING TO DO WITH THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE MADE IN WRITING WITHIN NINETY FIVE DAYS AFTER THE EVENT GIVING RISE TO SUCH CLAIM AND FAILURE OF AGENCY TO GIVE SUCH NOTICE SHALL CONSTITUTE A COMPLETE WAIVER BY AGENCY OF ANY SUCH CLAIMS AND DEFENSE FOR SUPPLIER AGAINST ANY SUCH CLAIMS. AS USED IN THIS SECTION, THE TERM "AGENCY" AND "SUPPLIER" SHALL INCLUDE NOT ONLY THE PARTY TO THIS AGREEMENT BUT ALSO ALL OF ITS AFFILIATES. THE PROVISIONS GOVERNING REMEDIES, LIMITATIONS OF LIABILITY AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.

SIGNATURES FOLLOW ON NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

AIRGAS USA, LLC

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

MATTHEW B. WHITTON,
President – NCN Region

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

**EXHIBIT A
PURCHASE LIST**

Supplier shall provide Goods as requested by the Northern California Power Agency ("Agency"), at any facilities owned and/or operated by Agency and in accordance with the Rates set forth below:

PLEASE SEE ATTACHED

| Airgas P/N | Airgas Product Description | Cylinder Size | Purity | Price |
|------------------------|---------------------------------|----------------|--------|-------------|
| | Lodi Energy Center | | | |
| Certified Mixes | | | | |
| X02A199C15A3299 | 8ppm NH3/ bal Air | 150A [141 cf.] | Cert | \$183.00 |
| EPA Protocols | | | | |
| E02N1E15AC427 | 2.5ppm NO/ bal N2 | 150A [141 cf.] | EPA | \$185.00 |
| E02N1E15AC007 | 5.5ppm NO/ bal N2 | 150A [141 cf.] | EPA | \$185.00 |
| E02N199E15A0065 | 80ppm NO/ bal N2 | 150A [141 cf.] | EPA | \$185.00 |
| E03N199E15AC470 | 2.5ppm NO,2.5ppm CO/ bal N2 | 150A [141 cf.] | EPA | \$225.00 |
| E03N199E15A03L5 | 5.5ppm NO,5.5ppm CO/ bal N2 | 150A [141 cf.] | EPA | \$225.00 |
| E03N199E15A01L7 | 25ppm NO,800ppm CO/ bal N2 | 150A [141 cf.] | EPA | \$225.00 |
| E03N199E15AC0J9 | 55ppm NO,1700ppm CO/ bal N2 | 150A [141 cf.] | EPA | \$225.00 |
| E03N199E15A03NO | 9ppm NO,8ppm CO/ bal N2 | 150A [141 cf.] | EPA | \$225.00 |
| E03N199E15ACLD8 | 90ppm NO,2500ppm CO/ bal N2 | 150A [141 cf.] | EPA | \$225.00 |
| E02N182E15AC071 | 18% O2/ bal N2 | 150A [141 cf.] | EPA | \$158.00 |
| E02N194E15AC220 | 5.5% O2/ bal N2 | 150A [141 cf.] | EPA | \$158.00 |
| E02N1189E15AC155 | 11% O2/ bal N2 | 150A [141 cf.] | EPA | \$158.00 |
| NI CZ200 | Nitrogen- CEMS [99.9999%] grade | 200 | CEMS | \$97.00 |
| | STIG | | | |
| E02N177E15A0084 | 22.5% O2/ bal N2 | 150A [141 cf.] | EPA | \$158.00 |
| E02N186E15AC044 | 13.75 O2/ bal N2 | 150A [141 cf.] | EPA | \$158.00 |
| E02N193E15AC043 | 6.25% O2/ bal N2 | 150A [141 cf.] | EPA | \$158.00 |
| E02N199E15A0047 | EP 25 PPM NC/NI 15A | 150A [141 cf.] | EPA | \$185.00 |
| E02N199E15A0131 | 9 ppm NO/ bal N2 | 150A [141 cf.] | EPA | \$185.00 |
| E02N199E15A1532 | EP 54PPM NC / NI 15A | 150A [141 cf.] | EPA | \$345.00 |
| E02N199E15A3576 | EP 90PPM NC/NI 15A | 150A [141 cf.] | EPA | \$225.00 |
| E02N199E15AC1T1 | 5.5 ppm NO/ bal N2 | 150A [141 cf.] | EPA | \$185.00 |
| E02N199E15AC427 | 2.5 ppm NO/ bal N2 | 150A [141 cf.] | EPA | \$185.00 |
| E03N199E15A2718 | 90ppm NO,45ppm CO/ bal N2 | 150A [141 cf.] | EPA | \$225.00 |
| E03N199E15A3818 | 55ppm NO,27.5ppm CO/ bal N2 | 150A [141 cf.] | EPA | \$225.00 |
| E03N199E15A3819 | 25ppm NO,12.5pm CO/ bal N2 | 150A [141 cf.] | EPA | \$225.00 |
| Industrial | | | | |
| AC 4 | Acetylene | Size 4 | Ind. | \$22.74/CCF |
| AR 300 | Argon - Industrial | 300 | Ind. | \$40.80 |
| NI 160LT230 | Nitrogen - Industrial Liquid | 160LT | Ind. | \$127.57 |
| NI 160LT350 | Nitrogen - Industrial Liquid | 160LT | Ind. | \$120.40 |
| NI 180LT230 | Nitrogen - Industrial Liquid | 180LT | Ind. | \$140.00 |
| NI 180LT350 | Nitrogen - Industrial Liquid | 180LT | Ind. | \$128.54 |
| NI 250 | Nitrogen - Industrial | 250 | Ind. | \$16.00 |
| OX 250 | Oxygen – Industrial | 250 | Ind. | \$10.50 |
| PP 100 | Propylene | 100 LB | Ind. | \$279.84 |
| SH CP200 | Sulfur Hexafluoride | 200 | CP | \$1,425.00 |
| X10ME90C15A7764 | CT 10 Comp/ME 15A | 150A [141 cf.] | Ind. | \$925.00 |
| Ammonia | | | | |
| *Anhydrous(R-Grade) | | Ton | | \$700.00 |
| *Aqueous (19%) | | Solution Lb. | | \$0.50 |

Additional products not listed above to be provided as requested in writing by NCPA facilities. Pricing for additional products not listed above will be quoted by Supplier at the time product is requested.

*NCPA acknowledges that Supplier's pricing for ammonia may be subject to change every six to twelve (6 - 12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all products delivered under this Agreement, shall not exceed the amount set forth in Section 4 (Compensation) of this Agreement.

All EPA protocol and certified gas mixes will be supplied in aluminum 150A size cylinders unless otherwise specified.

Monthly Cylinder Rental: \$5.00 per cylinder per month.

The monthly charge is based on the number of cylinders on site at the end of each calendar month multiplied by the charge per cylinder.

Liquid Dewar Rental: \$1.50 per Dewar per day.

Delivery Charges: \$72.00/ bulk delivery, \$38.00/ cylinder delivery - There is no charge for picking up empty cylinders.

Hazmat Fee: \$6.45/ delivery

****Cylinder Rental Invoices are exempt from Hazmat Fees****



AIRGAS USA, LLC
 920 PINER RD
 SANTA ROSA CA 95403-1904
 T: 707-545-3535
 F: 707-545-0408

QUOTATION

Quote For: 2116412
 NCPA MIDDLETOWN
 GEOTHERMAL WAREHOUSE
 12000 RIDGE RD
 MIDDLETOWN CA 95461
 T: 707-987-2502

Sold To: 2137885
 NORTHERN CALIF POWER AGENCY
 651 COMMERCE DR
 ROSEVILLE CA 95678-6411
 T: 916-781-4214

| | |
|-----------------|---------------------------------|
| Quote Number | 2008216077 |
| Quote Date | 05/31/2019 |
| Prepared By | Michael Myr |
| Contact Phone | +1 415-848-9263 |
| Account Manager | MICHAEL MYR |
| PO Number | NCPAMiddletownGasQuote5-31-2019 |
| Release Number | |
| Ordered By | |

| Item | Material/Description | Plant | Order Qty | UM | Vol/Wt | UM | Unit Price | UM | Ext Price |
|------|---|-------|-----------|----|--------|-----|------------|----|-----------------|
| 10 | HY C62 HYDROGEN INDUSTRIAL SZ 200 6PK CGA 380 | W165 | 1 | CR | 1,182 | FT3 | 330.00 | CR | 330.00 (H) |
| 20 | NI C65 NITROGEN INDUSTRIAL SIZE 250 6PK CGA 580 | W165 | 1 | CR | 1,536 | FT3 | 315.00 | CR | 315.00 (H) |
| 30 | AC 4 ACETYLENE SIZE 4 CGA 510 1 CL = 1.32 HH | W165 | 1 | CL | 132 | FT3 | 50.00 | HH | 66.00 (H) |
| 40 | AR 250 ARGON INDUSTRIAL SIZE 250 CGA 580 | W165 | 1 | CL | 281 | FT3 | 130.00 | CL | 130.00 (H) |
| 50 | AR CD25250 ARGON 75 CD 25 SIZE 250 CGA 580 | W165 | 1 | CL | 312 | FT3 | 120.00 | CL | 120.00 (H) |
| 60 | HE BL300 HELIUM BALLOON GR SIZE 300 CGA 580 | W165 | 1 | CL | 282 | FT3 | 199.00 | CL | 199.00 (H) |
| 70 | OX 250 OXYGEN INDUSTRIAL SIZE 250 CGA 540 | W165 | 1 | CL | 281 | FT3 | 40.00 | CL | 40.00 (H) |
| 80 | PR 33 PROPANE INDUSTRIAL 32 LB FOR FORKLIFT USE CGA 700 | W165 | 1 | CL | 32 | LBS | 46.77 | CL | 46.77 (H) |
| 90 | SH CP200 SULFUR HEXAFLUORIDE CP GR 2.8 SIZE 200 CGA 590 | W165 | 1 | CL | 115 | LBS | 1,650.00 | CL | 1,850.00 (H) |
| 100 | AC AAA ACETYLENE AA GR 2.8 SIZE 4 ATOMIC ABSORPTION GRADE CGA 510 | W165 | 1 | CL | 132 | FT3 | 215.36 | CL | 215.36 (H) |
| 110 | AR UHP300 ARGON UHP GR 5.0 SIZE 300 CGA 580 | W165 | 1 | CL | 336 | FT3 | 325.00 | CL | 325.00 (H) |
| 120 | HE UHP300 HELIUM UHP GR 5.0 SIZE 300 CGA 580 | W165 | 1 | CL | 282 | FT3 | 380.00 | CL | 380.00 (H) |



an Air Liquide company

AIRGAS USA, LLC
 920 PINER RD
 SANTA ROSA CA 95403-1904
 T: 707-545-3535
 F: 707-545-0409

QUOTATION

| Item | Material/Description | Plant | Order Qty | UM | Vol/Wt | UM | Unit Price | UM | Ext Price |
|------|---|-------|-----------|----|--------|-----|------------|----|---|
| 130 | NI UHP300 NITROGEN UHP GR 5.0 SIZE 300 CGA 580 | W165 | 1 | CL | 304 | FT3 | 185.00 | CL | 185.00 (H) |
| 140 | NS AA200 NITROUS OXIDE AA GR 2.6 SIZE 200 CGA 326 Delivery Flat Fee Fuel Surcharge Flat Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale | W165 | 1 | CL | 60 | LBS | 281.71 | CL | 281.71 (H) 38.00 10.90 6.45 |

| | | | |
|-----------------|--------------|--------------|----------|
| Incoterms | Airgas Truck | Quote Amount | 4,539.19 |
| Shipping Method | Airgas Truck | Sales Tax | 374.48 |
| Payment Terms | NET 30 | Quote Total | 4,913.67 |

PLEASE REFER TO THIS QUOTATION WHEN ORDERING.

Terms and pricing are valid for a limited time only.

SURCHARGES, TAXES & FREIGHT MAY NOT BE INCLUDED OR MAY CHANGE AT TIME OF BILLING.

Rental and/or lease fees (and related charges) will apply to containers in your possession until returned to Airgas.
 Rental and lease charges are invoiced separately from gas purchases.

Comments : *** Cylinder Rental Fees ***
 6 PACK NITROGEN - \$1.50/DAY
 HIGH PRESSURE CYLINDERS - \$055/DAY

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

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

AIRGAS USA, LLC

(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.

EXHIBIT C
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,

AIRGAS USA, LLC

(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.



Commission Staff Report

Date July 17, 2019

COMMISSION MEETING DATE: July 26, 2019

SUBJECT: Hudson Mechanical, Inc. – Five Year Multi-Task General Services Agreement for general maintenance services including welding, labor, and materials; Applicable to the following projects: All NCPA Plant Facilities (with the exception of NCPA’s Lodi Energy Center), Members, SCPPA, and SCPPA Members.

AGENDA CATEGORY: Consent

| | | |
|--------------------|--|------------------------------------|
| FROM: | Ken Speer <i>KS</i> Assistant General Manager | METHOD OF SELECTION: N/A |
| Division: | Generation Services | <i>If other, please describe:</i> |
| Department: | Geothermal | |

| | | |
|--------------------------------------|-------------------------------------|--|
| IMPACTED MEMBERS: | | |
| 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:

Approval of Resolution 19-53 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Hudson Mechanical, Inc. for general maintenance services which include but are not limited to welding, labor, and materials, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA (with the exception of NCPA's Lodi Energy Center), its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

BACKGROUND:

General maintenance services, including welding, labor, and materials are required from time to time related to project support at facilities owned and/or operated by NCPA (with the exception of NCPA's Lodi Energy Center), its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years, to be used out of the NCPA approved budget. 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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has in place agreements with Danick Mechanical, Inc., and Northern Industrial Construction, for similar services and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. 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 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on July 3, 2019, and was recommended for Commission approval on Consent Calendar.

Respectfully submitted,

A handwritten signature in black ink that reads "Randy Howard for". The signature is written in a cursive style.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Hudson Mechanical, Inc.

RESOLUTION 19-53

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH HUDSON
MECHANICAL, INC.**

(reference Staff Report #173:19)

WHEREAS, general maintenance services, including welding, labor, and materials are periodically required at facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members, with the exception of NCPA's Lodi Energy Center; and

WHEREAS, Hudson Mechanical, Inc., is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Hudson Mechanical, Inc., to provide such services as needed at all NCPA Generation facility locations (with the exception of NCPA's Lodi Energy Center), Member, SCPPA, and SCPPA Member facilities in an amount not to exceed \$1,000,000 over five years; 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 a Multi-Task General Services Agreement with Hudson Mechanical, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 for general maintenance services, including welding, labor, and materials, for use at all facilities owned and/or operated by NCPA (with the exception of NCPA's Lodi Energy Center), its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2019 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 | _____ | _____ | _____ |

ROGER FRITH
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
HUDSON MECHANICAL, INC.**

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 Hudson Mechanical, Inc., a corporation with its office located at Mailing Address: P.O. Box 1337, Anderson, CA 96007; Physical Address: 5214 Industrial Way, Anderson, CA 96007 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2019 ("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 ONE MILLION** dollars (\$1,000,000) 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

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 \$1,000,000 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 \$1,000,000 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. Intentionally omitted.

4.4 Pollution Insurance. Intentionally omitted.

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.** Intentionally Omitted

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.** Not Applicable.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** Not Applicable.
- 6.6 Maintenance Labor Agreement.** Not Applicable.

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 Ken Speer, Assistant General Manager, 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:

Hudson Mechanical, Inc.
Josh Hudson
President
P.O. Box 1337
Anderson, CA 96007

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

HUDSON MECHANICAL, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

JOSH HUDSON, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Hudson Mechanical, Inc. ("Contractor") shall provide, general maintenance services which include but are not limited to welding, labor and materials for miscellaneous maintenance as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency (with the exception of NCPA's Lodi Energy Center), its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

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:

Hudson Mechanical Inc. Schedule of Rates as of 1/01/2019



HUDSON MECHANICAL SCHEDULE OF RATES as of 1/01/2019

Work Performed on a Time and Material Basis Will Be Priced As Follows:

Schedule of Hourly Rates for Labor:

| Classification | Straight Time Hourly Rate | Overtime/Saturday | Sunday & Holiday |
|---------------------|---------------------------|-------------------|------------------|
| Plumber/Steamfitter | 210 | 245 | 290 |
| Laborer | 120 | 135 | 155 |
| Engineer | 120 | 150 | 180 |
| Equipment Operator | 125 | 150 | 185 |

Schedule of Hourly Rates for Equipment:

| Equipment | \$/hour |
|-------------------------------|---------|
| Water Trailer | \$12 |
| Extended Reach 10K Forklift | \$55 |
| Kubota Excavator | \$60 |
| Kubota Auger Attachment | \$15 |
| Welding Rig | \$20 |
| Traffic Control Equipment | \$20 |
| Safety/Confined Space Trailer | \$100 |
| Laser Scanner | \$75 |
| 35 Ton Boom Truck | \$150 |

Labor Rates include per-diem & work truck with hand tools

Welding Rig includes at least the following: Welder, cutting torch, pipe stands

Safety/confined space trailer contains at least the following: Supplied air & respirators, filter type respirators, gas detector, fall protection harnesses, retractable lanyards, blower fans & duct, face shields, work gloves

Traffic control package contains at least the following: warning signs, radios, barricades, safety warning lights, traffic cones, flags, stop/slow signs

Straight time, overtime & Sunday/holiday rates are defined by the prevailing wage agreement for the respective trades.

Labor Rates do not include any consumables, materials, or equipment.

Cost/Plus Fee for Any Additional Materials: 15%

Cost/Plus Fee for Subcontractors and rental equipment: 15%

****Percentage Fee to Be Applied to Actual Invoice Cost for Material, Equipment, or Subcontractors.**

Copies of All Invoices Will Accompany Invoicing.

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.



Commission Staff Report

Date: July 17, 2019

COMMISSION MEETING DATE: July 26, 2019

SUBJECT: Telstar Instruments – Five Year Multi-Task General Services Agreement for electrical services; Applicable to the following projects: All NCPA Facility Locations (with the exception of NCPA’s Lodi Energy Center), Members, SCPPA, and SCPPA Members

AGENDA CATEGORY: Consent

| | | |
|--------------------|---------------------------|-----------------------------------|
| FROM: | Ken Speer <i>ICS</i> | METHOD OF SELECTION: |
| | Assistant General Manager | N/A |
| Division: | Generation Services | <i>If other, please describe:</i> |
| Department: | 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"/> |
| <i>If other, please specify</i> | | |
| _____ | | |
| _____ | | |

RECOMMENDATION:

Approval of Resolution 19-54 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Telstar Instruments for electrical 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 all facilities owned and/or operated by NCPA (with the exception NCPA's Lodi Energy Center), its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

BACKGROUND:

Electrical services are required from time to time related to project support at facilities owned and/or operated by NCPA (with the exception NCPA's Lodi Energy Center), its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,000,000 over five years, to be used out of the NCPA approved budget. 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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place with Contra Costa Electric, Eaton Corporation, Electrical Maintenance Consultants, GE Energy Connections (pending), Hart High Voltage and Schneider Electric for similar services and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

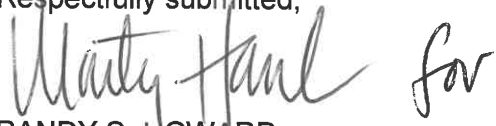
ENVIRONMENTAL ANALYSIS:

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 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on July 3, 2019, and was recommended for Commission approval on Consent Calendar.

Respectfully submitted,

A handwritten signature in cursive script that reads "Randy Howard for". The signature is written in black ink and is positioned to the right of the typed name.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Telstar Instruments

RESOLUTION 19-54

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH TELSTAR
INSTRUMENTS**

(reference Staff Report #174:19)

WHEREAS, electrical services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members, with the exception of NCPA's Lodi Energy Center; and

WHEREAS, Telstar Instruments is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Telstar Instruments to provide such services as needed at all NCPA Generation facility locations (with the exception of the Lodi Energy Center), Member, SCPPA, and SCPPA Member facilities in an amount not to exceed \$2,000,000 over five years; 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 a Multi-Task General Services Agreement with Telstar Instruments with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 for electrical services, for use at all facilities owned and/or operated by NCPA (with the exception of NCPA's Lodi Energy Center), its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2019 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 | _____ | _____ | _____ |

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TELSTAR INSTRUMENTS**

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 Telstar Instruments, a corporation with its office located at 1717 Solano Way, Unit 34, Concord, CA 94520 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2019 ("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 TWO MILLION** dollars (\$2,000,000.00) 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

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 \$1,000,000 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 \$1,000,000 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 (\$1,000,000.00) 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.** Consultant 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 Consultant, 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.

5.4 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.** This agreement is not intended for use at NCPA's Lodi Energy Center facility.

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 Ken Speer, Assistant General Manager, 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:

Telstar Instruments
Attention: Tammy Misenhimer
1717 Solano Way, Unit 34
Concord, CA 94520

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.

SIGNATURES FOLLOW ON THE NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

TELSTAR INSTRUMENTS

Date _____

Date _____

RANDY S. HOWARD,
General Manager

TAMMY MISENHIMER,
Contract Administrator

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Telstar Instruments ("Contractor") shall provide electrical services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency (**with the exception of the Lodi Energy Center***), its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

Services to include, but not be limited to the following:

- Instrument Installation & Calibration
- SCADA/PLC Programming & Maintenance
- 24-Hour Emergency Service
- Extended Maintenance and System Services
- Project Engineering
- Electrical Contracting

*Telstar Instruments is a non-union shop and cannot sign the Maintenance Labor Agreement, therefore they cannot perform work at the Lodi Energy Center.

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:

TIME AND MATERIALS RATES, NORMAL WORKING HOURS

| | |
|--|--------------|
| Senior Instrumentation Technician..... | \$134.00/hr |
| California State Certified Journeyman Electrician (Placer County PLA-2019-1) | \$124.00/hr |
| PLC/Computer Programmer | \$161.00/hr |
| Instrument and Electrical Senior Engineer (California Professional Engineer)..... | \$174.00/hr |
| Vehicle Usage/Fuel/Test Equipment/Tool charge | \$139.00/day |
| Computer Programming Software Usage Charge..... | \$18.50/hour |
| Travel expenses (airfare, ground transportation, lodging, meals, etc.) | cost + 15% |
| Materials or third party services..... | cost + 15% |

Notes on Labor Rates:

1. Rates are valid through December 31, 2019. Rates will be increased on an annual basis for inflation / cost of living expenses.
2. The California State Certified Journeyman Electrician rate is based on prevailing wage in Placer County. This rate will vary based on the location of the facility where the work will occur.
3. Travel time is billed portal to portal at the above rates.
4. Fuel surcharge (15% of Vehicle Usage/Fuel/Test Equipment/Tool charge) will be applied when gas prices exceed \$3.00/gallon.
5. Overtime is anything after 8 hours Monday – Friday. Time outside of normal business hours Monday – Friday, and time on Saturday and Sunday is billed at Overtime / Emergency Rates.
6. Onsite service calls carry a 4-hour minimum per person; time over 4 hours is charged as 8 hours. Minimum charge for remote support is 2 hours.
7. Telstar is available 24 hours per day, 7 days a week to provide remote and onsite services. Onsite emergency calls carry a 4-hour minimum.

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.



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Commission Staff Report

July 17, 2019

COMMISSION MEETING DATE: July 26, 2019

SUBJECT: Insurance Brokerage Services RFP Results and Recommendation on Broker Selection

AGENDA CATEGORY: Consent

| | |
|--|-----------------------------|
| FROM: Rui Dai  | METHOD OF SELECTION: |
| Energy Risk Manager | Competitive Pricing Process |
| Division: Administrative Services | |
| Department: Risk Management | |

| | | |
|--|---|---|
| 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"/> |
| <i>If other, please specify</i> | | |
| <hr/> | | |
| <hr/> | | |

RECOMMENDATION:

Recommend that the Commission adopt Resolution 19-57, which approves the recommendation of an insurance broker and a Consulting Services Agreement with Aon Risk Insurance Services West, Inc., and authorizes the Agency's General Manager, or his designee, to execute the agreement on behalf of the Agency.

BACKGROUND:

NCPA engages professional services associated with insurance risk management, risk financing, insurance brokerage, and loss claim advocacy matters. The Agency retains these services in connection with its insurance program which includes property, liability, workers compensation, and directors and officers insurance programs, etc. The Agency has engaged Aon Risk Insurance Services West Inc. since July 1, 2016. Prior to Aon, Marsh USA, Inc. served NCPA for many years to provide these services.

The current insurance Consulting Services Agreement (CSA) with Aon expired on June 30, 2019. Staff issued a Request for Proposals (RFP) to solicit insurance brokerage firms to provide the above mentioned services. Staff received 3 responses to the RFP from the following firms:

- Marsh Wortham (a division of Marsh USA, Inc.)
- Aon Risk Insurance Services West, Inc.
- Willis Towers Watson

A team of NCPA staff evaluated the responses and interviewed the top 2 responding firms. All firms had experience in the power industry and excellent qualifications to provide NCPA the desired services for insurance brokering and support. After a thorough evaluation, Aon Risk Insurance Services West, Inc. stands out as the best selection for NCPA with its full service capability, industry experience, team profile, competitive service fee, and track record of past services with NCPA. Staff recommends the selection of Aon Risk Insurance Services West Inc. to perform NCPA insurance brokerage services.

Attached is the draft Consulting Services Agreement with Aon Risk Insurance Services West, Inc. which provides for a 3-year term with an option to extend annually up to 5 years. Service fees are \$136,591 for the first year from July 1, 2019 to June 30, 2020, with an annual COLA escalation of 3%:

July 1, 2020 – June 30, 2021 = \$140,689
July 1, 2021 – June 30, 2022 = \$144,909
July 1, 2022 – June 30, 2023 = \$149,257
July 1, 2023 – June 30, 2023 = \$153,734

The Agency may cancel this Agreement at any time and without cause upon a ten (10) day prior written notice to Consultant.

FISCAL IMPACT:

NCPA's insurance programs premiums and brokerage fees are budgeted as part of the aggregate Property, Liability, and Workers' Compensation Insurance cost estimates, which are charged off proportionately at approximately 80% for Property Insurance and 20% for Liability Insurance based on total premiums paid. The fees and premiums in total are then allocated to projects based on insured values at each plant site, with the liability insurance charged to Administrative and General costs.

The annual fee of \$136,591 is already approved in the FY2020 annual budget. A budget augmentation is not required with this action.

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:

The recommendation was reviewed by the Facilities Committee on July 3rd, as well as the LEC PPC Meeting on July 8th and both committees recommended for Commission approval.

Respectfully submitted,

A handwritten signature in black ink that reads "Randy Howard" followed by the word "for" written in a cursive style.

RANDY S. HOWARD
General Manager

Attachments:

- Consulting Services Agreement with Aon Risk Insurance Services West, Inc.

RESOLUTION 19-57

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY ADOPTING THE AON RISK INSURANCE SERVICES WEST, INC. CONSULTING SERVICES AGREEMENT

(reference Staff Report #180:19)

WHEREAS, the Northern California Power Agency (the Agency) is required by various of its contracts and agreements with its members and its generating and transmission project participants to provide for property, casualty and other insurance to protect its interests therein; and

WHEREAS, to accomplish this the Agency requires professional services associated with risk management, risk financing, insurance brokerage, and claims adjustment matters in connection with its property, liability, workers compensation insurance programs and related surety and performance bonds; and

WHEREAS, the Agency completed a Request for Proposals (RFP) to solicit insurance brokerage firms to provide the above mentioned services and evaluated all the responses; and

WHEREAS, Aon Risk Insurance Services West, Inc. stands out as the best selection for NCPA with its full service capability, industry experience, team profile, competitive service fee, and past track record of servicing NCPA for the last three years; and

WHEREAS, the Consulting Services Agreement with Aon Risk Insurance Services West, Inc. provides for a 3-year term with an option to extend annually up to 5 years. The service fees are \$136,591 for the first year from July 1, 2019 to June 30, 2020, and then with an annual COLA escalation of 3%; and

WHEREAS, the FY2020 Annual Budget has contemplated and included the necessary funds to provide for these services; 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 approves the recommendation of broker selection and the attached Consulting Services Agreement with Aon Risk Insurance Services West, Inc. and authorizes the Agency's General Manager or his designee to execute the consulting services agreement on behalf of the Agency.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2019 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 | _____ | _____ | _____ |

 ROGER FRITH
 CHAIR

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY



**CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AON RISK INSURANCE SERVICES WEST, INC.
(Single Task)**

This Consulting 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 Aon Risk Insurance Services West, Inc., a corporation with its office located at 425 Market Street, Suite 2800, San Francisco, CA 94105, (“Consultant”) (together sometimes referred to as the “Parties”) as of July 1, 2019 (“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 June 30, 2022, except that Agency shall have the option to extend the term, on an annual basis, to no later than June 30, 2024. Agency’s exercise of the option to extend the term is effective only if in writing.

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.

Consultant will deliver the Services based upon the information that the Agency and its authorized representatives provide. Agency is responsible for the accuracy and completeness of the information and Consultant accepts no responsibility arising from the Agency’s failure to provide such information to Consultant. Consultant must receive promptly the information to deliver the Services as well as the Agency’s prompt updates to any information where there has been a material change which may affect the scope or delivery of the Services, such as change in the nature of the risk, insured entities, property values and persons or entities to be covered.

To the extent that any portion of Consultant’s compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to the Agency, it is the Agency’s responsibility to disclose the actual net cost of the brokerage and insurance costs Agency have incurred to third party(ies) having an interest in such amounts.

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.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** seven hundred twenty two thousand and forty three dollars (\$722,043.00) 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 an invoice for payment no later than 45 days prior to payment due date.

2.2 Payments. Payments shall be made as set forth in Exhibit B.

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.

Insurance may not be available in the admitted marketplace for the terms and conditions specified by the Agency. In such event, Consultant's insurance proposal may include one or more insurers not licensed to transact insurance in the states of exposure and such coverage may be placed as surplus lines coverage pursuant to applicable insurance laws governing the placement of insurance with non-admitted insurers. Persons or entities insured by surplus lines insurers cannot avail themselves of the protection and recovery afforded by the state insurance guaranty funds in the event the surplus lines insurer should become insolvent. The states do not audit the finances or review the solvency of surplus lines insurers. In some instances, these insurance placements made by Consultant or its affiliates on the Agency's behalf may require the payment of state surplus lines, excise or other taxes and/or fees in addition to the premium itself. To the extent possible, Consultant will identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of the Agency. Consultant will invoice the Agency for the payment of such taxes and fees where it is Consultant's responsibility to do so. Any such taxes and fees collected by Consultant will be promptly remitted by Consultant to the appropriate taxing authorities.

2.4 Authorization to Perform Services. 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 with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Business 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 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 \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 04 13 on "an occurrence" basis covering Commercial General Liability. No endorsement shall be attached limiting the coverage.

4.2.2 Business Automobile Liability. Consultant shall maintain Business Automobile liability insurance form CA 00 01 10 13 for the term of this Agreement covering 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 \$1,000,000 per each accident. 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 (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. 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.

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.

4.5 Waiver of Subrogation. With the exception of Professional Liability, 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. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees and agents.

4.6 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, 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 third-party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties,

finances, 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 Consultant, 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. For the avoidance of doubt, claims of an employee of Agency or Consultant are deemed third-party claims.

- 5.3 Limitation of Liability.** Neither Party to this Agreement shall be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either Party has been advised of the likelihood of such damages) arising out of services provided by Consultant or its affiliates.

Consultants liability to Agency, in total, for any and all damages, costs, and expenses (including but not limited to attorneys' fees), arising from this Agreement, whether based on contract, tort (including negligence), or otherwise, in connection with or related to the Services (including a failure to provide a service) or any other service that Consultant provides shall be limited to a total aggregate amount of US \$10 million ("Liability Limitation"), to the fullest extent permitted by law.

This Liability Limitation shall apply to Agency and extend to Agency's members and their respective directors, officers, employees and agents (hereinafter, each an "Agency Entity" and together, "Agency Group") wherever located that seek to assert claims against Consultant, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Group Member" and together, "Aon Group"). Nothing in this Liability Limitation section implies that any Aon Group Member, other than Consultant, owes or accepts any duty or responsibility to any Agency Entity, other than 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, 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 without regard to its conflicts of law rules.
- 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 and Change Orders.**

8.2.1 The Parties may amend this Agreement only by a writing signed by all the Parties.

8.2.2 The Parties may agree to a change order, modifying the duration of the Agreement or the not-to-exceed compensation referenced in Section 2 hereof by a writing signed by the Consultant and the Contract Administrator.

- 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 and previously provided to Agency pursuant to this Agreement; and/or
- 8.4.3 Retain a different consultant to complete the Services not finished by Consultant.

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 financial 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 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, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement and to insurance/reinsurance/benefits vendor(s), on a need-to-know basis and as necessary in order to implement the services provided by Consultant to Agency.

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) upon termination of this Agreement, 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. Each Party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of relating to this Agreement or any services provided to the Agency by Consultant or its affiliates.
- 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 Monty Hanks, Assistant General Manager, 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:

Derick Hembd
Account Executive

Aon Risk Insurance Services West, Inc.
2277 Fair Oaks Blvd., Suite 250
Sacramento, CA 95825

Derek Whipple
Managing Director
Aon Risk Insurance Services West, Inc.
425 Market Street, Suite 2800
San Francisco, CA 94105

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:

Rui Dai
Energy Risk Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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, and Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's Proposal, the Exhibits 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.
- 10.16 Consultant Business Terms.** Consultant's Business Terms, attached hereto and incorporated herein as Exhibit D, shall apply to this Agreement.

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

NORTHERN CALIFORNIA POWER AGENCY

AON RISK INSURANCE SERVICES
WEST, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

DEREK WHIPPLE, Managing Director

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF SERVICES

Aon Risk Insurance Services West, Inc. ("Consultant") will act as the risk management advisor and consultant and insurance broker, as applicable, for the Northern California Power Agency ("Agency" or "NCPA") with respect to the following lines of insurance:

- (a) All Risks Property
- (b) Electronic Data Processing (Misc. Property)
- (c) Excess Liability
- (d) Automobile Liability/Physical Damage
- (e) Workers Compensation/Employers Liability
- (f) Property (Lodi Energy Center)
- (g) Casualty (Lodi Energy Center)
- (h) Crime/Fidelity
- (i) Directors & Officers Liability
- (j) Surety
- (k) Other lines of insurance as needed (e.g., professional liability, etc.)

The primary responsibilities and requirements of Consultant are outlined below:

1. Assigned Personnel

Consultant shall designate a Principal to be assigned to this account to act as the primary contact for NCPA. If for any reason NCPA finds, in its sole discretion, that the service provided by any assigned personnel is unsatisfactory, Consultant will agree to assign replacement personnel that must also be approved by NCPA.

2. Current Policy Review

Consultant shall review all NCPA policies and other documents in detail within 14 days of receipt of the documents. Check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers. Ensure that the intended coverage is provided, all coverage, terms, conditions and other wording is complete and accurate.

3. Program Administration

Program administration shall include, but not be limited to the following:

- A. Act as an independent insurance advisor to the Agency and proactively provide ongoing and unbiased professional advice and recommendations that benefit the Agency.
- B. Proactively provide ongoing review and analysis of the Agency's insurance programs and identification of cost and benefit options.
- C. Be familiar with the insurance needs of the Agency.

- D. Be familiar with the coverage provided by all relevant insurance policies and documents issued to the Agency.
- E. Assure that insurance policies are placed in a timely manner, with reputable and financially responsible insurers.
- F. Provide service for the insurance policies placed for the Agency including processing all changes and endorsements.
- G. Provide early warning of rate and coverage changes or renewal problems.
- H. At least once a year, provide a comprehensive report that reviews all of the Agency's insurance programs.
- I. Be available to answer questions or obtain answers from underwriters for policy coverage questions.
- J. Meet with Agency staff as may be reasonably requested.
- K. Provide consultation service and written reports as normally expected of a professional broker.

4. Claim Assistance

Assist NCPA with claim filing, evaluation, negotiation and settlement. Included in the annual service fees identified in Exhibit B, Consultant agrees to provide up to 30 hours of claims assistance annually. Any request in excess of this amount will be negotiated. Unused claim assistance hours shall be carried over.

5. Periodic Review

Brokerage and consulting services must be provided for annual policy renewals and on an as needed basis, including:

- A. Consultant must provide a thorough renewal presentation each year at least sixty (60) days before current policy expiration date with policy recommendations to include an analysis of available alternatives.
- B. Brokerage services must also include market research.
- C. The Broker will also advise on a continuing basis, and in a timely manner, of any and all significant matters and developments regarding carrier service issues.

EXHIBIT B

COMPENSATION SCHEDULE AND PAYMENT

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount specified in Section 2 of the Agreement. The annual fees for Services, including option years (if exercised by Agency), are as follows:

| | |
|-----------------------------|--|
| July 1, 2019-June 30, 2020: | \$136,000, with an annual COLA escalation of 3%, as shown below: |
| July 1, 2020-June 30, 2021: | \$140,080 |
| July 1, 2021-June 30, 2022: | \$144,282 |
| July 1, 2022-June 30, 2023: | \$148,611 |
| July 1, 2023-June 30, 2024: | \$153,069 |

Of the above annual service fees, \$25,000 is payable within 60 days of the end of each service year as a performance bonus payment upon satisfaction of Agency of the services rendered.

Otherwise, annual fees for the first year of Services shall be paid within 60 days of the Effective Date, and annual fees for subsequent service years shall be paid within 60 days following each anniversary of the Effective Date.

****NOT APPLICABLE**
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

(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.

EXHIBIT D

Consultant Business Terms

Claim Notification to Insurers

Unless Consultant has a specific signed agreement with the Agency to the contrary, it is the Agency's responsibility to take such steps as are necessary to notify directly those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of Agency's policies. Consultant assumes no duty or responsibility with respect to such notifications or monitoring the Agency's obligation to place insurers on notice unless undertaken in a separate written agreement. The Agency may send copies of such notices to members of Consultant staff for informational purposes only, but the receipt of such notice by Consultant shall not create additional duties or obligations owed by Consultant to the Agency nor constitute notice to Agency's insurers.

Contract and Lease Review; General Advice

In instances where Consultant provides summaries of contractual requirements or provisions, or any suggested additional or alternative wordings to any contract or lease at the Agency's request, such language must be reviewed by the Agency's legal advisor before Agency take action based upon Consultant's statements. Consultant does not and cannot provide legal advice as to whether the Agency's insurance program covers legal obligations contained in the Agency's contracts or leases. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans. Furthermore, it is understood that none of the services provided by Consultant are of a legal nature and Consultant shall not give legal opinions or provide legal advice or representations.

Intermediaries

Consultant encourages its retail brokers to approach markets directly (without an intermediary) wherever possible. However, where Consultant believes it is in the Agency's best interest, Consultant may recommend the use of intermediaries, including but not limited to co-brokers, sub-brokers, managing general agents/managing general underwriters, wholesale brokers, or reinsurance brokers (each individually an "Intermediary") to assist in the procurement and servicing of the Agency's insurance. Consultant prefers, wherever possible, to use the services of an Consultant-affiliated Intermediary and Consultant shall not be responsible for a non-Consultant affiliated Intermediary's actual or alleged acts, errors, or omissions or those of its officers, directors or employees. Any and all compensation earned by an Intermediary in connection with the Programs shall be in addition to the compensation paid to Consultant and shall not be credited against Consultant's annual fee.

Use of Logos

Unless otherwise instructed by the Agency, Consultant will use the Agency's logo, pictures, and other publicly available information to effectively market the Agency's Programs or for use in Consultant's business records.

Premium Remittance

Premiums paid by the Agency to Consultant for remittance to insurers and Agency premium refunds paid to Consultant by insurance companies for remittance to the Agency are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the Agency. Subject to such laws and the applicable insurance company's consent, where required, Consultant will retain the interest or investment income earned while such funds are on deposit in such accounts.

Insurance Proposals and Summaries

Consultant's insurance documents containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished as a matter of information for the Agency's convenience. These documents summarize proposed and placed policies and are not intended to reflect all the terms, conditions and exclusions of such policies. Moreover, the information contained in these documents reflects proposed or placed coverage as of the effective dates of the proposed policies or the date of the summaries and does not include subsequent changes. These documents are not themselves insurance policies and do not amend, alter or extend the coverages afforded by the proposed or placed policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions and exclusions contained in such policies as they are issued by the insurers.

Insurer Solvency

While Consultant only engages insurers who meet certain requirements as established by Consultant from time to time, Consultant make no representation, guarantee or warranty as to the solvency or ability of any insurer to pay any amounts for insurance claims or otherwise.

Foreign Account Tax Compliance Act (FATCA)

Agency acknowledges that Consultant is required to act as a withholding agent on any FATCA eligible premium payments when Consultant US or its US licensed affiliates are responsible for the remittance of premium payments to certain insurers, and in such instances, Consultant will be responsible for gathering and validating appropriate FATCA form(s) from carriers and intermediaries involved in FATCA eligible premium payments. Consultant will not act as withholding agent on premium remitted by Agency to any other party, including premiums paid directly to insurers, to non-US intermediaries, or to non-US Aon entities which are not classified as qualified intermediaries for FATCA.

If Agency directs use of a carrier or intermediary that is unable or unwilling to provide FATCA forms to Consultant in instances where Consultant is to remit premium to that carrier or intermediary, Agency will be responsible for paying any additional sums so that the mandated FATCA withholdings can be made while concurrently fulfilling Agency's obligation to remit the full premium amounts necessary to effect coverage.

Agency will be responsible for all aspects of FATCA compliance for premium payments made to entities other than Consultant-including payments made directly to (re)insurance carriers or intermediaries.

Consultant provides Consultant's US W-9 form(s) to Agency via Aon.com as directed to Agency on invoices. Agency agrees with and accepts delivery of such form(s) via Aon.com. Consultant will not be responsible for issues arising from Consultant withholding 30% of premium payments in connection with its FATCA obligations. Agency agrees to work with Consultant to provide information required to meet FATCA obligations.

Pricing

Consultant does not and cannot guarantee the availability or price of insurance for the Agency's risks and is not responsible for fluctuation in the premiums charged by insurers. Consultant will rely on the Agency to review and approve any calculation or estimation of premium and Consultant is not responsible for any loss occasioned as a result of Consultant's calculation or estimation of premium and statutory charges that may apply to the Agency's insurance.



h

Commission Staff Report

Date: July 17, 2019

COMMISSION MEETING DATE: July 26, 2019

SUBJECT: NCPA Solar Project 1: Redding Airport Site; Initial Study and Mitigated Negative Declaration

AGENDA CATEGORY: Discussion/Action

| | |
|--|-----------------------------------|
| FROM: Ken Speer <i>KS</i> | METHOD OF SELECTION: |
| Assistant General Manager | N/A |
| Division: Generation Services | <i>If other, please describe:</i> |
| Department: Generation Services | |

| | | |
|---|--|--|
| 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"/> |
| <i>If other, please specify</i> | | |
| <hr/> | | |
| <hr/> | | |

RECOMMENDATION:

Approval of Resolution 19-55 adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (IS&MND) for the Redding Airport Site, and directing staff to file a notice of Determination with the State Clearinghouse and Shasta County.

BACKGROUND:

The objective of the NCPA Solar Project 1 is to develop a fleet of Photovoltaic (PV) Solar Power Plants throughout participating member service territories with construction of most sites to start by the end of 2019. The fleet will be managed by the Northern California Power Agency (NCPA) as a single project to be owned and operated by a third-party provider through a power purchase agreement (PPA). After the initial 5 – 7 years of operation, NCPA plans to purchase the plants.

The Redding Electric Utility has selected a site consisting of two parcels owned by the City of Redding. They are located directly southeast of the Redding Municipal Airport. The site, which totals approximately 100 acres, is bordered on the south and east by residential development and on the north and west by open space. Due to constraints, e.g., potential wetland, existing dirt road and transmission lines, approximately 54.7 acres of this site is developable for a solar array. Based on Burns & McDonnell's February report, this site would accommodate a 11.4 MW_{dc} facility.



ENVIRONMENTAL ANALYSIS:

For purposes of the California Environmental Quality Act (CEQA), NCPA is the Lead Agency and the City of Redding is a Responsible Agency. NCPA had an Initial Study and Mitigated Negative Declaration prepared and circulated for public review. NCPA circulated the document to 23 Federal, State, City and County agencies, and interested agencies. In addition, the State Clearinghouse circulated it to 15 selected State agencies.

A Notice of Intent to Adopt a Mitigated Negative Declaration was published on May 30, 2019 in the Redding Record Searchlight newspaper and on June 7, 2019 in the Roseville Press-Tribune newspaper.

During the 30-day public comment period, which ended on June 24, 2019, two written comments were received. One from the State Clearinghouse indicating that NCPA had complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. The second letter was from the California Department of Fish and Wildlife indicating that the Department had no comment. Those comments were compiled and responded to in the Consultation Summary.

After considering the entire record, it was determined that all potentially significant impacts associated with implementation of the Project could be reduced to a level of less than significant by incorporating feasible mitigation measures which are included in the Mitigation Monitoring and Reporting Program.

FISCAL IMPACT:

The recommended actions have no direct budgetary impact at this time. Adopting Resolution 19-55 defines, for CEQA purposes, "NCPA Solar Project 1: Redding Airport Site" as a project and directs that specific actions be carried out to comply with CEQA. Implementation of the mitigation plan will be the responsibility of the project developer under the direction of NCPA.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on July 3, 2019, and was recommended for Commission approval as a Discussion/Action Item.

Respectfully submitted,

A handwritten signature in black ink that reads "Randy Howard for". The signature is written in a cursive, flowing style.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- May 2019 Initial Study & Mitigated Negative Declaration

RESOLUTION 19-55

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE MITIGATED NEGATIVE DECLARATION PREPARED FOR THE NCPA SOLAR PROJECT 1: REDDING AIRPORT SITE, ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND DIRECTING THE STAFF TO FILE THE NOTICE OF DETERMINATION WITH THE STATE CLEARINGHOUSE AND CLERK OF THE COUNTY OF SHASTA

(reference Staff Report #175:19)

WHEREAS, the Northern California Power Agency (NCPA) anticipates the implementation of its NCPA Solar Project 1: Redding Airport Site (Project); and

WHEREAS, the Project consists of an approximately 11.4 MWdc photovoltaic electrical generation facility on two parcels owned by the City of Redding and located directly southeast of the Redding Municipal Airport; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) (Public Res. Code, §§ 21000 *et seq.*), and the State CEQA Guidelines (14 CCR §§ 15000 *et seq.*) NCPA is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the Project; the City of Redding is a Responsible Agency, as the public agency with the responsibility to approve the project for which the Lead Agency has prepared the Initial Study and Mitigated Negative Declaration (IS&MND); and

WHEREAS, the Project requires discretionary approval by the Lead Agency; and

WHEREAS, NCPA, as the Lead Agency, produced an IS&MND to analyze the impacts of the Project; and

WHEREAS, after completing the IS&MND, NCPA circulated the document for public review for a 30-day public comment period, beginning on May 22, 2019, and ending on June 21, 2019; and

WHEREAS, pursuant to State CEQA Guidelines §15072, NCPA also provided a Notice of Intent to Adopt a Mitigated Negative Declaration to all organizations and individuals who had previously requested such notice, and published the Notice of Intent on May 30, 2019, in The Redding Record Searchlight, a newspaper of general circulation in the Project area, and on June 7, 2019, in The Roseville Press-Tribune, a newspaper of general circulation in the Lead Agency's area. In addition, NCPA made copies of the IS&MND available at its Roseville Headquarters Office (651 Commerce Drive, Roseville, CA 95678) and at Redding Electrical Utility's Office (3611 Avtech Pkwy, Redding, CA 96002). The document was also submitted to 15 select State agencies by the State Clearinghouse; and

WHEREAS, during the 30-day comment period on the IS&MND, NCPA consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies and others pursuant to State CEQA Guidelines section 15086; and

WHEREAS, during the official public review period for the IS&MND, two written comments were received. One from the State Clearinghouse indicating that NCPA had complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. The second letter was from the California Department of Fish and Wildlife indicating that the Department had no comment. Those comments were compiled and responded to in the Consultation Summary; and

WHEREAS, NCPA prepared the Consultation Summary and, pursuant to the State CEQA Guidelines §15072, NCPA provided an Intent to Adopt a Mitigated Negative Declaration to all organizations and individuals who had previously requested such notice, and published it at its website at www.ncpa.com; and

WHEREAS, all potential significant adverse environmental impacts were sufficiently analyzed in the IS&MND; and

WHEREAS, as contained herein, NCPA has endeavored in good faith to set forth the basis for its decision on the Project; and

WHEREAS, all the requirements of CEQA, the State CEQA Guidelines, and any of NCPA's local guidelines have been satisfied by NCPA in the IS&MND, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated; and

WHEREAS, the IS&MND prepared in connection with the Project sufficiently analyzes both the feasible mitigation measures necessary to avoid or substantially lessen the Project's potential environmental impacts and a range of feasible alternatives capable of eliminating or reducing these effects in accordance with CEQA, the State CEQA Guidelines and NCPA's local guidelines; and

WHEREAS, all of the findings and conclusions made by NCPA pursuant to this Resolution are based upon all oral and written evidence presented to it as a whole and are not based solely on the information provided in this Resolution; and

WHEREAS, environmental impacts identified in the IS&MND as potentially significant, but which NCPA finds can be mitigated to a level of less than significant, through the imposition of feasible mitigation measures identified in the IS&MND are set forth in the Mitigation Monitoring and Reporting Program; included in the attached IS&MND to this Resolution; and

WHEREAS, prior to taking action, NCPA has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including the IS&MND, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the IS&MND reflects the independent judgment of NCPA and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, no comments made in the public hearings conducted by NCPA or any additional information submitted to NCPA have produced substantial new information requiring recirculation or additional environmental review under State CEQA Guidelines, section 15073.5; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and

NOW, THEREFORE BE IT RESOLVED, that NCPA’s Commission finds that it has reviewed and considered the IS&MND in evaluating the proposed NCPA Solar Project 1: Redding Airport Site, that the IS&MND is an accurate and objective statement that fully complies with CEQA, State CEQA Guidelines and NCPA’s local guidelines and that the IS&MND reflects the independent judgment of NCPA. NCPA declares that no new significant information as defined by State CEQA Guidelines, section 15073.5 has been received by NCPA after circulation of the IS&MND that would require recirculation. NCPA therefore adopts the Mitigated Negative Declaration.

BE IT RESOLVED, that Pursuant to Public Resources Code section 21081.6, NCPA hereby adopts the Mitigation Monitoring and Reporting Program included in the attached IS&MND to this Resolution as Exhibit A.

BE IT FURTHER RESOLVED, that a Notice of Determination shall be filed with the State Clearinghouse and County of Shasta within five (5) working days of final Project approval.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2019, 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 | _____ | _____ | _____ |

 ROGER FRITH
 CHAIR

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY



Northern California Power Agency
651 Commerce Drive
Roseville, California 95678-6420

Initial Study and Mitigated Negative Declaration NCPA Solar Project 1 – Redding Airport Site



Photo Courtesy of SunPower Corporation

Prepared by:

K.S. Dunbar & Associates, Inc.
Environmental Engineering
45375 Vista Del Mar
Temecula, California 92590-4314
951-699-2082
Email: ksdpe67@gmail.com

July 2019



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| | |
|------------------|---|
| DEIR | Draft Environmental Impact Report |
| DTSC | Department of Toxic Substances Control |
| DWR | Department of Water Resources |
| EA | Environmental Assessment |
| EIR | Environmental Impact Report |
| EMP | Energy Management Plan |
| EPA | U.S. Environmental Protection Agency |
| EPDC | expected peak day concentration |
| ESA | Endangered Species Act |
| g | acceleration due to gravity |
| GHG | greenhouse gases |
| GIS | Geographic Information System |
| gpm | gallons per minute |
| ISA | Integrated Science Assessment |
| GWP | global warming potential |
| HPD | Historic Property Directory |
| kV | kilovolts |
| kW | kilowatts |
| KSD&A | K.S. Dunbar & Associates, Inc. |
| Ldn | day-night average sound level |
| Leq | noise equivalent |
| LUSTIS | Leaking Underground Storage Tank Information System |
| MBTA | Migratory Bird Treaty Act |
| MDB&M | Mount Diablo Base and Meridian |
| MMRP | Mitigation Monitoring and Reporting Program |
| MT | metric tons |
| MW | megawatts |
| MW _{dc} | megawatts measured as direct current |
| MWh | megawatt hours |
| NAAQS | National Ambient Air Quality Standards |

| | |
|--------------------------|---------------------------------------|
| SWIS | Solid Waste Information System |
| SWPPP | Storm Water Pollution Prevention Plan |
| TOG | total organic gases |
| USDA | U.S. Department of Agriculture |
| USF&WS | U.S. Fish and Wildlife Service |
| USGS | U.S. Geological Service |
| $\mu\text{g}/\text{m}^3$ | micrograms per cubic meter |

Executive Summary

Overview of the Proposed Project

The objective of the NCPA Solar Project 1 is to develop a fleet of Photovoltaic (PV) Solar Power Plants throughout participating member service territories to be completed and placed in service by the end of 2019. The plants will be managed by the Northern California Power Agency (NCPA) as a single project to be owned and operated by a third-party provider through a power purchase agreement (PPA). After the initial 5 – 7 years of operation, NCPA plans to purchase the plants.

The project will be executed in three phases:

- ❖ Phase 1 – Determine member interest and requirements and identify potential sites.
- ❖ Phase 2 – Site selection and screening, plan development and selection of a third-party provider to fulfill design, construction and operation through a PPA.
- ❖ Phase 3 – Construction and operation per the PPA.

NCPA has now completed Phase 1 and the site selection and screening portion of Phase 2. The City of Redding selected a site at the Redding Municipal Airport for further analysis as shown below:

| Site | Location | | Developable Area (acres) | Estimated Capacity (MW _{dc}) ¹ |
|-----------------|-------------------------------|------------------------------|-----------------------------|--|
| | Latitude, Longitude | Section, Township, Range | | |
| Redding Airport | 40°29'41.73"N, 122°16'46.41"W | Sec 35, T 31 N, R 4 W, MDB&M | 58 | 13.5 |

The Project site consists of two parcels owned by the City of Redding. As shown on Figure 1.1-1, they are located directly southeast of the Redding Municipal Airport. The site which totals approximately 100 acres is bordered on the south and east by residential development and on the north and west by open space. Due to constraints, e.g., potential wetland, existing dirt road and transmission lines, approximately 58.3 acres of this site is developable for a solar array. Based on Burns & McDonnell's February report, this site would accommodate a 13.5 MW_{dc} facility.

¹ MW_{dc} = megawatts direct current.

| | |
|---|---|
| | <ul style="list-style-type: none"> ❖ Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) and if the lead agency determines that 2010 model year or newer diesel trucks cannot be obtained the contractor shall use trucks that meet EPA 2007 model year NO_x emissions requirements. ❖ Require that all on-site construction equipment meet EPA Tier 3 or higher emissions standards according to the following: <ul style="list-style-type: none"> ➤ All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with *BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. ➤ A copy of each unit's certified tier specification, BACT documentation, and CARB or Shasta County AQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment. ❖ Maintain construction equipment engines by keeping them properly tuned and maintained according to manufacturer's specifications. ❖ Use alternative fuels or clean and low-sulfur fuel for equipment. ❖ Idle trucks in accordance with the Airborne Toxic Control Measure (ACTM) to Limit Diesel Fueled Commercial Motor Vehicle Idling and other applicable laws. ❖ Spread soil binders on site, where appropriate. ❖ Water active construction sites at least twice daily as directed by the City of Redding Public Works Department. ❖ Sweep all streets at the end of the day if visible soil materials are carried onto adjacent public paved roads (recommend water sweeper with reclaimed water). ❖ All grading operations shall be suspended when winds (as instantaneous gusts) exceed 20 miles per hour as directed by the Shasta County AQMD. ❖ If necessary, wash off trucks leaving the site. ❖ Cover all trucks hauling dirt, sand, soil, or other loose materials, or maintain at least two feet of freeboard in accordance with the requirements of California Vehicle Code (CVC) Section 23114. |
| Impact After Mitigation: | Less than significant impact. |
| Mitigation Measures: | NCPA shall appoint a construction relations officer to act as a community liaison concerning on-site construction activities including resolution of issues related to PM ₁₀ generation. Additionally, best management practices shall be included in contract documents for this project. |
| Impact After Mitigation: | Less than significant impact. |
| Environmental Factor: | Biological Resources |
| Impact: | Potential impacts to nesting birds. |
| Standard Construction Practices/Design Features | NCPA will include the following mitigation measures in its contract documents for this project. |
| Mitigation Measures: | If construction occurs between February 1 st and August 31 st , a pre-construction clearance survey for nesting birds shall be conducted within three (3) days of the start of any vegetation removal or ground disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey should document a negative survey with a brief letter report indicating that no impacts to active avian nests will occur. If an active avian nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a no-disturbance buffer. The size of the no-disturbance buffer (generally 300 feet for migratory and non-migratory song birds and 500 feet for raptors and special-status species) will be determined by the wildlife biologist, in coordination with the CDFW, and will depend on the level of noise and/or surrounding disturbances, line of sight between the nest and the construction activity, ambient noise, and topographical barriers. These factors will be evaluated on a case-by-case basis when developing buffer distances. Limits of construction to avoid an active nest will be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel will be instructed on the sensitivity of nest areas. A biological monitor should be present to delineate the |

| | |
|---|--|
| | <ul style="list-style-type: none"> ❖ The contractor shall prepare a Health and Safety Plan in compliance with the requirements of Chapter 6.95, Division 20 of the Health and Safety Code (§25500 – 25532). The plan shall include measures to be taken in the event of an accidental spill. ❖ The contractor shall enforce strict on-site handling rules to keep construction and maintenance materials out of receiving waters and storm drains. In addition, the contractor shall store all reserve fuel supplies only within the confines of designated construction staging areas; refuel equipment only with the designated construction staging areas; and regularly inspect all construction equipment for leaks. ❖ The construction staging area shall be designed to contain contaminants such as oil, grease, and fuel products to ensure that they do not drain towards receiving waters or storm drain inlets. |
| Mitigation Measures | No additional mitigation is required. |
| Impact After Mitigation | Less than significant impact. |
| Environmental Factor | Hydrology and Water Quality |
| Potential Impact | During project construction, there is the potential for sediment-laden runoff to enter downstream drainages. |
| Standard Construction Practices/Design Features | <p>All site grading and excavation activities associated with the construction of the Project facilities would be subject to the provisions of the National Pollutant Discharge Elimination System (NPDES) Construction Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities [NPDES No. CAS000002 (State Water Resources Control Board Order No. 2009-0009-DWQ)]. Compliance with the provisions of that Order would require NCPA to obtain coverage before the onset of construction activities. Construction activities would comply with the conditions of these permits that include preparation of storm water pollution prevention plans (SWPPP), implementation of BMP's, and monitoring to insure impacts to water quality are minimized. As part of this process, multiple BMP's should be implemented to provide effective erosion and sediment control. These BMP's should be selected to achieve maximum sediment removal and represent the best available technology that is economically achievable. BMP's to be implemented may include, but not be limited to, the following:</p> <ul style="list-style-type: none"> ✓ Temporary erosion control measures such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary revegetation or other groundcover shall be employed for disturbed areas. ✓ Storm drain inlets on the site and in downstream offsite areas shall be protected from sediment with the use of BMP's acceptable to NCPA, local jurisdictions and the California Regional Water Quality Control Board, Central Valley Region. ✓ Dirt and debris shall be swept from paved streets in the construction zone on a regular basis, particularly before predicted rainfall events. ✓ No disturbed surfaces shall be left without erosion control measures in place. NCPA, or its Construction Contractor, shall file a Notice of Intent with the Regional Board and require the preparation of a pollution prevention plan prior to commencement of construction. NCPA shall routinely inspect the construction site to verify that the BMP's specified in the pollution prevention plan are properly installed and maintained. NCPA shall immediately notify the contractor if there were a noncompliance issue and require immediate compliance. <p>The SWPPP will also identify the method of final stabilization of the site to ensure no post-construction erosion and impacts to water quality will occur. The Notice of Termination (NOT) and release of the Project from the provisions of the Construction General Permit coverage will be granted by the California Regional Water Quality Control Board, Central Valley Region once it is satisfied that no impacts to water quality will occur.</p> |
| Mitigation Measures | No additional mitigation is required. |
| Impact After Mitigation | Less than significant impact. |
| Environmental Factor | Noise |
| Potential Impact | During construction, there could be times that the residents immediately adjacent to the construction site could experience ground vibration from the construction equipment. |
| Mitigation Measures | NCPA shall appoint a construction relations officer to act as a community liaison concerning on-site construction activities. Prior to ground disturbing activities NCPA shall notify adjoining property owners of the potential for ground vibration impacts. |
| Impact After Mitigation | Less than significant impact. |

Areas of Controversy

There are no areas of controversy associated with the NCPA Solar Project 1 – Redding Airport site.



Northern California Power Agency
651 Commerce Drive
Roseville, California 95678-6420

Initial Study and Mitigated Negative Declaration NCPA Solar Project 1 – Redding Airport Site



Photo Courtesy of SunPower Corporation

Prepared by:

K.S. Dunbar & Associates, Inc.
Environmental Engineering
45375 Vista Del Mar
Temecula, California 92590-4314
951-699-2082
Email: ksdpe67@gmail.com

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- ❖ Phase 1 – Determine member interest and requirements and identify potential sites.
- ❖ Phase 2 – Site selection and screening, plan development and selection of a third-party provider to fulfill design, construction and operation through a PPA.
- ❖ Phase 3 – Construction and operation per the PPA.

NCPA has now completed Phase 1 and the site selection and screening portion of Phase 2. The City of Redding selected a potential site at the Redding Municipal Airport for further analysis as shown below:

| Site | Location | | Developable Area (acres) | Estimated Capacity (MW _{dc}) ¹ |
|-----------------|-------------------------------|------------------------------|-----------------------------|--|
| | Latitude, Longitude | Section, Township, Range | | |
| Redding Airport | 40°29'41.73"N, 122°16'46.41"W | Sec 35, T 31 N, R 4 W, MDB&M | 58 | 13.5 |

The Project site consists of two parcels owned by the City of Redding. As shown on Figure 1.1-1, they are located directly southeast of the Redding Municipal Airport. The site which totals approximately 100 acres is bordered on the south and east by residential development and on the north and west by open space. Due to constraints, e.g., potential wetland, existing dirt road and transmission lines, approximately 58.3 acres of this site is developable for a solar array. Based on Burns & McDonnell's February report, this site would accommodate a 13.5 MW_{dc} facility.

1.3 California Environmental Quality Act Compliance

The California Environmental Quality Act (California Public Resources Code §21000 et seq.: "CEQA"), requires that the environmental impacts of proposed projects be evaluated and that feasible methods to reduce, avoid or eliminate significant adverse impacts of these projects be identified and eliminated. Therefore, to fulfill the purpose and intent of CEQA, NCPA, as the lead agency, has caused this Initial Study/Mitigated Negative Declaration (IS/MND) to be prepared to address the potentially significant adverse environmental impacts associated with implementation of the Project.

1.3.1 Purposes of an Initial Study

The purposes of an Initial Study, as outlined in §15063(c) of the State CEQA Guidelines, are:

- 1) *Provide the Lead Agency with information to use as the basis for deciding whether to prepare an EIR or a Negative Declaration;*
- 2) *Enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is prepared, thereby enabling the project to qualify for a Negative Declaration;*
- 3) *Assist the preparation of an EIR, if one is required, by:*
 - a. *Focusing the EIR on the effects determined to be significant,*
 - b. *Identifying the effects determined not to be significant,*
 - c. *Explaining the reasons for determining that potentially significant effects would not be significant, and*
 - d. *Identifying whether a program EIR, tiering, or another appropriate process can be used for analysis of the project's environmental effects.*
- 4) *Facilitate environmental assessment early in the design of a project;*
- 5) *Provide documentation of the factual basis for the finding in a Negative Declaration that a project will not have a significant effect on the environment;*

¹ MW_{dc} = megawatts direct current.

this document should be evaluated with respect to their effectiveness in reducing impacts to a level of insignificance. Public input, including responsible and trustee agencies, should also be requested and evaluated during the review process.

The approval process for the proposed Project will begin with NCPA's Commission making a decision to prepare a Negative Declaration or an Environmental Impact Report for the Project. Should NCPA decide to prepare a Negative Declaration, based on this Initial Study, it would also determine whether or not it would approve of the Project in accordance with §15074 of the State CEQA Guidelines. Should NCPA decide to prepare an Environmental Impact Report for the Project, it would also have to make findings in accordance with §15091 of the State CEQA Guidelines and to certify the Final Environmental Impact Report in accordance with §15090 of the CEQA Guidelines.

1.3.5 Approvals for which this Initial Study will be Used

The following agencies would also utilize this document in their decision-making process regarding the Proposed Project:

California Regional Water Quality Control Board, Central Valley Region

General Permit for Storm Water Discharges Associated with Construction Activity

City of Redding

Project Approval

2 Project Background and Description

| Site | Location | Developable Area (acres) | Estimated Capacity (MW _{dc}) |
|-------------------------------|---------------------------------|--------------------------|--|
| Healdsburg – Wastewater Plant | 38°35'00.03" N, 122°51'45.37" W | 8.13 | 3.62 |
| Lodi – Pixley Basin | 38°07'18.06" N, 121°15'12.14" W | 15.0 | 3.51 |
| Lodi – Century East/West | 38°06'26.66" N, 121°16'21.63" W | 2.5 | 0.63 |
| Lodi – Parking Structure | 38°08'05.25" N, 121°16'18.58" W | 0.9 | 0.18 |
| Plumas-Sierra – Chilcoot | 39°47'56.66" N, 120°09'49.99" W | 28.2 | 6.11 |
| Redding – Airport | 40°29'41.73" N, 122°16'46.41" W | 58 | 12.61 |

Due to the timing of implementation and the great distance between the member agencies, it was determined that the most logical approach to satisfying the requirements of CEQA for this project was to issue separate CEQA documents for each member agency's projects. Therefore, this document focuses on the project proposed by the City of Redding.

2.3 Project Description

As shown above, the City of Redding selected a potential site at the Redding Municipal Airport for further analysis. The location of this site is shown on Figure 2.3-1.

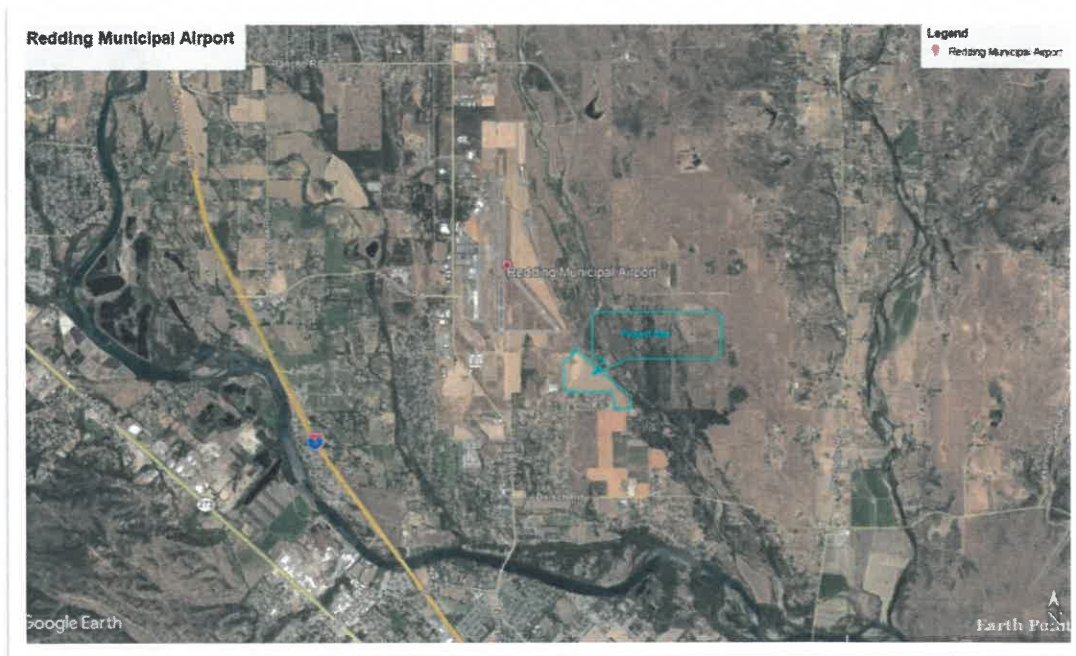


Figure 2.3-1 Proposed Photovoltaic Site in the City of Redding

According to Burns & McDonnell's October 29, 2018 letter report to Brian Schinstock and Ron Yuen, Northern California Power Agency, the site is comprised of 100 total acres, located in Shasta County, and is situated directly southeast of the Redding Municipal Airport. The site is bordered by residential houses to the south and east. Upon completion of the site visit, the developable area of the site was reduced because of a suspected wetland area and to avoid an existing road and transmission line. Based on these conditions and other observations made during the site visit, Burns & McDonnell estimated the developable area of the Site to be approximately 58.3 acres, or enough land to potentially yield a Project size of 13.5 MW_{dc}. A conceptual site footprint ("Project Site") is delineated on Figure 2.3.2. The Project Site was positioned in an area to avoid obvious environmental constraints and the existing infrastructure observed during the site visit.

2 Project Background and Description

| Parameter | Content |
|--|--|
| Project Buildable Area | 58 acres |
| Approximate PV Project Area | 23.5 acres |
| Estimated Project Size (DC) | 13.5 MW _{dc} |
| Estimated Project Size (AC) | 10.2 MW _{ac} |
| Target DC:AC Ratio | 1.3 |
| POI Voltage | 12.47 kV |
| Overhead Distribution Line Setback | 50 feet from centerline |
| Wetland Setback | 50 feet |
| Site Access Buffer from Perimeter to Array | 30 Feet |
| Security and Fencing | build new 6' chain link fence |
| Module Size | minimum 340 W |
| Racking System | horizontal single axis tracking (HSAT) |
| Inverters | string inverters |

11. Have California Native American Tribes traditionally and culturally affiliated with the project area requested information pursuant to Public Resources Code Section 21080.3.1? If so, has consultation begun? Yes.

3.2 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by the Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

| | | | | | |
|--------------------------|---------------------------|--------------------------|------------------------------------|--------------------------|------------------------------------|
| <input type="checkbox"/> | Aesthetics | <input type="checkbox"/> | Agriculture and Forestry Resources | <input type="checkbox"/> | Air Quality |
| <input type="checkbox"/> | Biological Resources | <input type="checkbox"/> | Cultural Resources | <input type="checkbox"/> | Energy |
| <input type="checkbox"/> | Geology/Soils | <input type="checkbox"/> | Greenhouse Gas Emissions | <input type="checkbox"/> | Hazards & Hazardous Materials |
| <input type="checkbox"/> | Hydrology/Water Quality | <input type="checkbox"/> | Land Use/Planning | <input type="checkbox"/> | Mineral Resources |
| <input type="checkbox"/> | Noise | <input type="checkbox"/> | Population and Housing | <input type="checkbox"/> | Public Services |
| <input type="checkbox"/> | Recreation | <input type="checkbox"/> | Transportation | <input type="checkbox"/> | Tribal Cultural Resources |
| <input type="checkbox"/> | Utilities/Service Systems | <input type="checkbox"/> | Wildfire | <input type="checkbox"/> | Mandatory Findings of Significance |

3.3 Determination

On the basis of this initial evaluation:

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | I find that the proposed project COULD NOT have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared. |
| <input checked="" type="checkbox"/> | I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared. |
| <input type="checkbox"/> | I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required. |
| <input type="checkbox"/> | I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures in the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed. |
| <input type="checkbox"/> | I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable legal standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required. |

Ron Yuen
Director of Engineering, Generation Services

Date

3 Environmental Checklist, Analysis and Mitigation Measures

significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

- 3) "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies when the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact". The Lead Agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant.
- 4) Earlier analyses may be used where pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. [§15063(c)(3)(D)]. In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less Than Significant with Mitigation Incorporated", describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 5) Lead Agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 6) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 7) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 8) The explanation of each issue should identify:
 - a) The significance criteria or threshold, if any, used to evaluate each question; and
 - b) The mitigation measures identified, if any, to reduce the impact to less than significance.

Discussion:

There are scenic vistas to the distant mountains from the proposed Project site. However, the solar panels would be of low profile and not interfere with those views. Therefore, there would be no adverse effects on a scenic vista caused by implementation of the Project. Consequently, no further analysis or mitigation is required.

Aesthetics b. *Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

Answer: No Impact.

Discussion:

There are no officially designated State scenic highways within Shasta County. However, a portion of Interstate 5 and State Highways 44, 89, 151 and 299 are Eligible State Scenic Highways – Not Officially Designated. None of these highways are within view of the proposed Project site. Therefore, no further analysis or mitigation is required.

Aesthetics c. *Would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

Answer: No Impact.

Discussion:

According to the City of Redding's Airport Land Use Plan, the proposed Project site is designated as public facility. Installation of solar facilities is a permitted use in this designation. Therefore, there would be no conflicts with applicable zoning and therefore no further analysis or mitigation is required.

Aesthetics d. *Would the project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?*

Answer: Less than Significant Impact.

Discussion:

According to the June 2014 Meister Consultants Group Solar and Glare Fact Sheet prepared for the U.S. Department of Energy, a common misconception about solar photovoltaic (PV) panels is that they intently cause or create "too much" glare, posing a nuisance to neighbors and a safety risk for pilots. While in certain situations the glass surfaces of solar PV systems can produce a glint (a momentarily flash of bright light) and glare (a reflection of bright light for a longer duration), light adsorption, rather than reflection is central to the function of a solar PV panel – to absorb solar radiation and convert it to electricity. Solar PV panels are constructed of dark-colored (usually blue or black) materials and are covered with anti-reflective coatings. Modern PV panels reflect as little as two percent of incoming sunlight, about the same as water and less than soil or even wood shingles.

Coffman Associates, Airport Consultants prepared a solar glare hazard analysis for the proposed Project to comply with Federal Aviation Administration (FAA) policies (*Coffman, March 27, 2015*). FAA requires the use of the Solar Glare Hazardous Tool (SGHAT) which, with user inputs specific to the airport and operating conditions, is used to determine the potential for ocular impact to pilots or air traffic control during typical operations at an airport which could compromise the safety of the air transportation system. Using sun position information, characteristics of the solar array, and user-defined observation points or paths, the SGHAT calculates potential ocular hazards over the entire calendar year in one-minute intervals. Hazards are classified as follows:

- ❖ Low potential for temporary after-image.
- ❖ Potential for temporary after-image.
- ❖ Potential for permanent eye damage.

3.6 Agriculture and Forestry Resources

| | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|------------------------------|-------------------------------------|
| <p>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project, and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.</p> <p><i>Would the Project:</i></p> | | | | |
| a. Convert Prime Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Conflict with existing zoning for agricultural use, or a Williamson Act contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 511104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Result in the loss of forest land or conversion of forest land to non-forest uses. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.6.1 Environmental Setting

As shown previously on Figure 3.5-1, the Project site is presently utilized for the production of hay. There are no forest lands on the Project site.

3.6.2 Discussion and Mitigation Measures

Agriculture and Forestry Resources. a. *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

Answer: No Impact.

Discussion:

There are no Prime Farmlands or Farmlands of Statewide Importance as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency at the Project site (resources.ca.gov, 3/12/2019). Therefore, there would be no impacts and no further analysis or mitigation is required.

Agriculture and Forestry Resources. b. *Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?*

Answer: No Impact.

Discussion:

The site is zoned as Public (P). It is not under a Williamson Act contract. Therefore, there would be no impacts and no further analysis or mitigation is required.

3.7 Air Quality

| | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|-------------------------------------|-------------------------------------|
| Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. <i>Would the Project:</i> | | | | |
| a. Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Result in cumulatively considerable net increase of any criteria pollutant under an applicable federal or state ambient air quality standard? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Result in other emissions (such as those leading to odors or dust) adversely affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.7.1 Environmental Setting

Ambient air quality is affected by both the rate and location of pollutant emissions and by meteorological conditions that influence the local and regional dispersal of pollutants. Atmospheric conditions such as wind speed and direction and air temperature gradients combined with local topography provide the link between air pollutant emissions and air quality.

The proposed Project is within the Northern Sacramento Valley Planning Area (NSVPA) which includes Butte, Colusa, Glenn, Shasta, Sutter, Tehama and Yuba Counties. Planning for the attainment and maintenance of both federal and State air quality standards in the Project area is the responsibility of the Air Pollution Control Districts and Air Quality Management Districts for the above-mentioned counties. These agencies agreed to jointly prepare an Air Quality Attainment Plan. The latest plan, *Northern California Valley Planning Area 2015 Triennial Air Quality Attainment Plan*, was prepared by the Sacramento Valley Air Quality Engineering and Professionals (SVAQEPP) and adopted on August 7, 2015.

The California Air Resources Board (ARB) provides ambient air quality data for most air basins in the State. A summary of the data available for the nearest monitoring station to the Project area (i.e., Redding – Health Department Roof) is provided in Tables 3.7-1 through 3.7-4.

Table 3.7-3
PM₁₀ Trends Summary: Redding – Health Department Roof

| Year | Est. Days > Std. | | Annual Average | | 3-yr Average | | High 24-hr Average | | Year Coverage |
|------------------|------------------|-------|----------------|-------|--------------|-------|--------------------|-------|---------------|
| | Nat'l | State | Nat'l | State | Nat'l | State | Nat'l | State | |
| 2017 | 0.0 | 13.8 | 16.2 | 16.1 | 14 | 16 | 88.9 | 84.8 | 96 |
| 2016 | 0.0 | 0.0 | 11.2 | 11.1 | 12 | 13 | 28.4 | 27.6 | 95 |
| 2015 | 0.0 | 6.5 | 13.1 | 13.0 | 13 | 13 | 80.3 | 78.3 | 94 |
| 2014 | 0.0 | * | 12.8 | * | 13 | * | 71.7 | 72.8 | 97 |
| 2013 | 0.0 | * | 12.1 | * | 13 | 12 | 29.5 | 29.8 | 95 |
| 2012 | 0.0 | * | 15.1 | * | 13 | 12 | 34.8 | 35.0 | 89 |
| 2011 | 0.0 | 0.0 | 12.4 | 12.4 | 13 | 14 | 34.9 | 34.2 | 99 |
| 2010 | 0.0 | * | 11.3 | * | 16 | 24 | 24.6 | 23.8 | 90 |
| 2009 | 0.0 | 0.0 | 13.8 | 13.8 | 18 | 24 | 33.7 | 32.6 | 96 |
| 2008 | 6.6 | 32.7 | 24.1 | 24.1 | 19 | 24 | 236.7 | 232.0 | 94 |
| Ambient Standard | | | -- | 20 | | | 150 | 50 | |

Notes: All concentrations expressed in micrograms per cubic meter (µg/m³).
 All values listed above represent midnight-to-midnight 24-hour averages and may be related to an exceptional event.
 The national annual average PM₁₀ standard was revoked in December 2006 and is no longer in effect. Statistics related to the revoked standard are shown in *italics* or **italics**.
 State exceedances shown in **green**. National exceedances shown in **orange**.
 An exceedance is not necessarily a violation.
 Statistics may include data that are related to an **exceptional event**.
 State and national statistics may differ for the following reasons:
 State statistics are based on California approved samplers, whereas national statistics are based on samplers using federal reference or equivalent methods.
 State statistics for 2002 and later are based on *local* conditions.
 National statistics are based on *standard conditions*.
 State criteria for ensuring that data are sufficiently complete for calculating valid annual averages are more stringent than the national criteria.
 *There was insufficient (or no) data available to determine the value.

Source: arb.ca.gov, 03/08/2019

Discussion:

The NSVPA was designated as non-attainment for the ozone California Ambient Air Quality Standards. Therefore, as explained above the Districts jointly prepared an Air Quality Attainment Plan.

The 2015 triennial update of the NSVPA Air Quality Attainment Plan (2015 Plan) assesses the progress made in implementing the previous triennial update and proposes modifications to the strategies necessary to attain the CAAQS by the earliest practicable date. The 2015 Plan includes an assessment of progress towards achieving the control measure commitments in the previous Triennial Plan, a summary of the last three years of ozone data, a comparison of the expected versus actual emission reductions for each measure committed to in the previous Triennial Plan, updated control measure commitments, and updated growth rates of population, industry, and vehicle related emissions.

Since the preparation of the 2012 Plan, the NSVPA has observed improvements in the monitoring levels of ozone, especially in Glenn County and Colusa County, which were designated as attainment for the ozone CAAQS effective July 1, 2014. Sutter and Yuba Counties were designated as nonattainment-transitional¹ effective September 25, 2010 and remain so. The remaining counties (Butte, Tehama, and Shasta) remain nonattainment.

In the NSVPA, ozone can be caused by stationary source emissions, such as from internal combustion engines or boilers, mobile sources such as cars, trucks, and trains, or area sources such as consumer products or wildfires. The NSVPA districts also experience transport ozone from the Broader Sacramento Area (BSA), which comprise all of the Sacramento Metropolitan AQMD, Yolo-Solano AQMD, and a portion of El Dorado, Placer, and Sutter Counties. Emissions that were originally created in the BSA can be transported northward via prevailing winds to affect the pollution levels of the NSVPA.

During construction of the Project, ozone precursors (i.e., nitrogen oxides and reactive organic gases) would be emitted as part of the exhaust of off-road construction equipment. These items were included in the 2020 emission inventories contained in the Air Quality Attainment Plan (i.e., 4.114 tons per day NO_x and 2.237 tons per day ROG).

As shown under "b." below, the projected emissions from construction would be less than significant and, therefore, the Project would not conflict or obstruct implementation of the air quality attainment plan and no further analysis or mitigation is required.

Air Quality. b. *Would the project result in cumulatively considerable net increase of any criteria pollutant under an applicable federal or state ambient air quality standard)?*

Answer: *Less than Significant Impact.*

Discussion:

As previously discussed in Section 3.7.1, the California Air Resources Board has designated Shasta County as non-attainment for the State ozone standard. However, the U.S. Environmental Protection Agency (EPA) has designated Shasta County as unclassified/attainment for the federal ozone standard.

Although the Shasta County AQMD has not developed recommended thresholds of significance for projects that are subject to CEQA review, §40918 of the California Health and Safety Code suggests emission limitations of 25 tons per year for non-attainment pollutants or their precursors. Oxides of nitrogen (NO_x) and reactive organic gases (ROG) are precursors of ozone. Therefore, based on 365 days in a year, the significance threshold for these two precursors would be 137 pounds per day. These thresholds are utilized in this Initial Study to determine significance.

Shasta County AQMD has not established numerical significance thresholds for carbon monoxide (CO) or oxides of sulfur (SO_x). Other AQMDs have established such thresholds among them the South Coast AQMD. For construction projects, those thresholds

¹ HSC §40925.5 defines non-attainment-transitional as an area that does not exceed the State standard more than three times at any monitoring location in a single calendar year.

3 Environmental Checklist, Analysis and Mitigation Measures

| Equipment | Number | Horsepower | Load Factor ¹ | Hours per Day |
|------------------------|--------|------------|--------------------------|---------------|
| Compressor | 1 | 106 | 0.48 | 4 |
| Crane | 1 | 399 | 0.43 | 4 |
| Drill Rig | 1 | 291 | 0.75 | 6 |
| Sweeper | 1 | 250 | 0.68 | 2 |
| Tractor/Backhoe/Loader | 1 | 108 | 0.55 | 4 |
| Trencher | 1 | 63 | 0.75 | 4 |
| Utility Trucks | 1 | 479 | 0.57 | 2 |
| Water Truck | 1 | 189 | 0.50 | 2 |

Notes:

¹ Percentage of the engines' maximum horsepower rating that the equipment actually operates.

These additional assumptions are also utilized in the air quality analyses for installation of the solar equipment:

- ❖ The disturbed area is estimated at 25.0 acres on the peak day of activities.
- ❖ There would be two heavy-duty trucks delivering supplies to the site. Mileage for each truck is assumed at 100 miles per day.
- ❖ There would be approximately 2 pickup trucks traveling to and from the site by inspectors. Mileage for each pickup would be approximately 100 miles per day.
- ❖ Approximately 10 construction workers would be involved at the site on the peak day of activities. Mileage for worker commuters would be approximately 50 per day.
- ❖ Construction activities would occur for about 90 days.

K.S. Dunbar & Associates, Inc., developed an Excel Spreadsheet model, based on the California Air Resources Board's 2011 OFFROAD emission factors, that calculates estimated emissions from construction activities. That model was used to estimate construction related emissions from off-road heavy construction equipment. Based on construction occurring in 2019, the model generated estimated construction emissions as shown in Table 3.7-7 (detailed model results are contained in Appendix C)².

**Table 3.7-7
Estimated Emissions from Off-Road Heavy Construction Equipment
Solar Equipment Installation**

| | Pollutant (tons per year) ^a | | | | | |
|-------------------------------|--|------|-----------------|-----------------|------------------|-------------------|
| | ROG | CO | NO _x | SO _x | PM ₁₀ | PM _{2.5} |
| Solar Equipment Installation | 0.17 | 1.17 | 1.53 | 0.00 | 0.01 | 0.01 |
| Threshold Limits ^b | 10 | 100 | 10 | 27 | 15 | 10 |

^a Use of particulate traps reduces PM₁₀ and PM_{2.5} by 85% and oxidation catalysts reduces NO_x by 15%.

^b Construction-related threshold limits developed to determine significance.

As can be seen by the data in Table 3.7-7, emissions from heavy construction equipment during solar equipment installation would not exceed the construction-related threshold limits contained in Table 3.7-6.

There would also be 2 heavy-duty trucks transporting equipment to the site as well as two pickup trucks utilized by inspectors at the job site. Based on the assumption that each heavy-duty truck and each pickup travel 100 miles per day, exhaust emissions would be as shown in Table 3.7-8.

² Should the construction period be delayed, the emissions from heavy construction equipment would be less due to technology improvements and phasing out of older equipment. Therefore, the emissions shown are considered the worst-case scenario.

The contractor shall:

- ❖ Utilize electricity from power poles instead of from temporary diesel or gasoline power generators, when feasible.
- ❖ Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) and if the lead agency determines that 2010 model year or newer diesel trucks cannot be obtained the contractor shall use trucks that meet EPA 2007 model year NO_x emissions requirements.
- ❖ Require that all on-site construction equipment meet EPA Tier 3 or higher emissions standards according to the following:
 - ✓ All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.
 - ✓ A copy of each unit's certified tier specification, BACT documentation, and CARB or Shasta County AQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.
- ❖ Maintain construction equipment engines by keeping them properly tuned and maintained according to manufacturer's specifications.
- ❖ Use alternative fuels or clean and low-sulfur fuel for equipment.
- ❖ Idle trucks in accordance with the Airborne Toxic Control Measure (ACTM) to Limit Diesel Fueled Commercial Motor Vehicle Idling and other applicable laws.
- ❖ Spread soil binders on site, where appropriate, unpaved roads and staging areas.
- ❖ Water active construction sites at least twice daily as directed by the City of Redding Public Works Department.
- ❖ Sweep all streets at the end of the day if visible soil materials are carried onto adjacent public paved roads (recommend water sweeper with reclaimed water).
- ❖ All grading operations shall be suspended when winds (as instantaneous gusts) exceed 20 miles per hour as directed by the Shasta County AQMD.
- ❖ If necessary, wash off trucks leaving the site.
- ❖ Cover all trucks hauling dirt, sand, soil, or other loose materials, or maintain at least two feet of freeboard in accordance with the requirements of California Vehicle Code (CVC) Section 23114.

Operation and maintenance personnel might make two or three trips per week to the Project site. Consequently, there would be essentially no emissions associated with vehicle travel to and from the site during operation and maintenance of the new facilities. Operation of the actual facilities would produce essentially no emissions.

3.8 Biological Resources

| | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|------------------------------|-------------------------------------|
| <i>Would the project:</i> | | | | |
| a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Have a substantial adverse effect on state or federally protected (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.8.1 Environmental Setting

A habitat and jurisdictional assessment was conducted by ELMT Consultant’s Biologist Travis J. McGill on March 27, 2019 to document baseline conditions and assess the potential for special-status³ plant and wildlife species to occur within the Project site that could pose a constraint to implementation of the proposed Project. Special attention was given to the suitability of the Project site to support special-status plant and wildlife species identified by the California Department of Fish and Wildlife’s (CDFW) California Natural Diversity Database (CNDDDB), and other electronic databases as potentially occurring in the general vicinity of the Project site. EMLT’s complete report is included as Appendix C of this document.

Existing Site Conditions

The Project site is comprised of 100 total acres, located in Shasta County, and is situated directly southeast of the Redding Municipal Airport. The Project site is bordered by residential houses to the south and east. The Project site is located on a large, flat open field that is bisected by an existing gravel road. The land is currently leased to a local farmer that is using the field to grow hay. According to National Wetland Inventory (NWI) data and observations made during the site visit, there appears to be suspected wetland areas. Federal Emergency Management Agency (FEMA) data indicate the Project site is located within both

³ As used in this report, “special-status” refers to plant and wildlife species that are federally and State listed, proposed, or candidates; plant species that have been designated with a California Native Plant Society Rare Plant Rank; wildlife species that are designated by the CDFW as fully protected, species of special concern, or watch list species; and specially protected natural vegetation communities as designated by the CDFW.

stansburiana elegans), and alligator lizard (*Elgaria multicarinata*). Due to the high level of anthropogenic disturbances on-site, no special-status reptilian species are expected to occur within the Project site.

Birds

The Project site provides foraging and cover habitat for bird species adapted to a high degree of human disturbance. Bird species detected during the field investigation included lesser goldfinch (*Spinus psaltria*), northern mockingbird (*Mimus polyglottos*), mourning dove (*Zenaidura macroura*), house finch (*Haemorhous mexicanus*), American crow (*Corvus brachyrhynchos*), killdeer (*Charadrius vociferus*), western meadowlark (*Sturnella neglecta*) and turkey vulture (*Cathartes aura*). Due to routine disturbance associated with agricultural activities, the Project site does not provide suitable habitat for special-status bird species known to occur in the area.

Mammals

During the field investigation, no mammalian species were observed on the Project site. Common mammalian species adapted to a high degree of anthropogenic disturbances that have the potential to occur within the Project site include California ground squirrel (*Otospermophilus beecheyi*), Botta's pocket gopher (*Thomomys bottae*), opossum (*Didelphis virginiana*), and raccoon (*Procyon lotor*).

Nesting Birds

No active nests or birds displaying nesting behavior were observed during the field survey. The Project site and surrounding area provides foraging and nesting habitat for year-round and seasonal avian residents, as well as migrating songbirds that could occur in the area. The Project site has the potential to provide suitable nesting opportunities for birds that nest on the open ground. Additionally, the trees that border the Project site provide suitable nesting opportunities. A pre-construction nesting bird clearance survey should be conducted within three (3) days prior to ground disturbance to ensure no nesting birds will be impacted from site development.

Migratory Corridors and Linkages

Habitat linkages provide connections between larger habitat areas that are separated by development. Wildlife corridors are similar to linkages but provide specific opportunities for animals to disperse or migrate between areas. A corridor can be defined as a linear landscape feature of sufficient width to allow animal movement between two comparatively undisturbed habitat fragments. Adequate cover is essential for a corridor to function as a wildlife movement area. It is possible for a habitat corridor to be adequate for one species yet still inadequate for others. Wildlife corridors are features that allow for the dispersal, seasonal migration, breeding, and foraging of a variety of wildlife species. Additionally, open space can provide a buffer against both human disturbance and natural fluctuations in resources.

The proposed Project will be confined to existing disturbed areas partially surrounded by development. The Project site is separated from the influences of Stillwater Creek and the Sacramento River by existing residential developments. Both Stillwater Creek and the Sacramento River support natural habitats which allow wildlife to move through the region in search of food, shelter, or nesting habitat. Implementation of the proposed Project is not expected to result in temporary and/or permanent impacts to potential wildlife movement opportunities along Stillwater Creek or the Sacramento River during construction and operation activities.

Jurisdictional Areas

There are three key agencies that regulate activities within inland streams, wetlands, and riparian areas in California. The U.S. Army Corps of Engineers Regulatory Branch regulates the discharge of dredge or fill materials into "waters of the United States" pursuant to Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act. Of the State agencies, the California Department of Fish and Wildlife (CDFW) regulates alterations to streambed and bank under Fish and Game Code

Special-Status Plant Communities

According to the CNDDDB, three (3) special-status plant communities have been reported in the Cottonwood and Enterprise USGS 7.5-minute quadrangles: Great Valley Cottonwood Riparian Forest, Great Valley Oak Riparian Forest, and Great Valley Willow Scrub. Based on the results of the field investigation, no special-status plant communities were observed onsite.

Critical Habitat

Under the federal Endangered Species Act, "Critical Habitat" is designated at the time of listing of a species or within one year of listing. Critical Habitat refers to specific areas within the geographical range of a species at the time it is listed that include the physical or biological features that are essential to the survival and eventual recovery of that species. Maintenance of these physical and biological features requires special management considerations or protection, regardless of whether individuals or the species are present or not. All federal agencies are required to consult with the United States Fish and Wildlife Service (USFWS) regarding activities they authorize, fund, or permit which may affect a federally listed species or its designated Critical Habitat. The purpose of the consultation is to ensure that projects will not jeopardize the continued existence of the listed species or adversely modify or destroy its designated Critical Habitat. The designation of Critical Habitat does not affect private landowners, unless a project they are proposing is on federal lands, uses federal funds, or requires federal authorization or permits (e.g., funding from the Federal Highway Administration or a CWA Permit from the Corps). If there is a federal nexus, then the federal agency that is responsible for providing the funding or permit would consult with the USFWS.

The Project site is not located within federally designated Critical Habitat. Refer to Exhibit 6, *Critical Habitat* in Attachment A in the ELMT report in Appendix C. The nearest designated Critical Habitat is located approximately 0.12 mile west of the Project site for slender Orcutt grass (*Orcuttia tenuis*) associated with undeveloped lands (Stillwater Plains), and approximately 0.15 mile east of the Project site for steelhead (*Oncorhynchus mykiss*) associated with Stillwater Creek. Therefore, the loss or adverse modification of Critical Habitat from site development will not occur and consultation with the USFWS for impacts to Critical Habitat will not be required for implementation of the proposed Project.

3.8.2 Discussion and Mitigation Measures

Biological Resources. a. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

Answer: *Less than Significant with Mitigation Incorporated.*

Discussion:

No special-status plant or wildlife species were observed on the Project site during the site visits. However, The Project site and surrounding area provides foraging and nesting habitat for year-round and seasonal avian residents, as well as migrating songbirds that could occur in the area. The Project site has the potential to provide suitable nesting opportunities for birds that nest on the open ground. Additionally, the trees that border the Project site provide suitable nesting opportunities. A pre-construction nesting bird clearance survey should be conducted within three (3) days prior to ground disturbance to ensure no nesting birds will be impacted from site development.

Therefore, NCPA will include the following in its contract documents for this Project:

- ❖ If construction occurs between February 1st and August 31st, a pre-construction clearance survey for nesting birds shall be conducted within three (3) days of the start of any vegetation removal or ground disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey should document a negative survey with a brief letter report indicating that no impacts to active avian nests will occur. If an active avian nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a no-disturbance

Discussion:

There are no local policies or ordinances protecting biological resources that would apply to the Project. Therefore, no further analysis or mitigation is required.

Biological Resources. f. *Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?*

Answer: *No Impact.*

Discussion:

There are no adopted habitat conservation plans that apply to the Project site. Therefore, no further analysis or mitigation is required.

3.8.3 Conclusion

Implementation of the above mitigation measures will insure that the impacts to biological resources are reduced to a level of less than significant.

project APE; however, these features were not formally mapped, recorded, or evaluated for the California Register of Historic Resources (CRHR) or National Register of Historic Properties (NRHP) listing.

Although there were no archaeological resources identified on-site, there is always the possibility of inadvertent discovery of resources during excavation. Therefore, NCPA will adhere to the following:

- ❖ Prior to the start of construction, NCPA shall hold a pre-grading meeting. The Project Archaeologist shall attend the pre-grading meeting with NCPA's Project Administrator, Field Engineering Inspector and any contractors to conduct a Cultural Resources Worker Sensitivity Training for all construction personnel working on the proposed Project. The training shall include an overview of potential cultural resources that could be encountered during ground disturbing activities; the requirements of the monitoring program; the protocols that apply in the event inadvertent discoveries of cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated, and any other appropriate protocols.
- ❖ In addition, NCPA will include the following mitigation measures in its contract documents for this project.
 - ✓ In the unlikely event that potentially significant archaeological materials are encountered during construction activities, all work shall be halted in the vicinity of the archaeological discovery until a qualified archaeologist can visit the site of discovery, assess the significance of the archaeological resource, and provide proper management recommendations. If the discovery proves to be significant, additional work, such as data recovery excavation, may be warranted. The treatment and disposition of cultural material that might be discovered during excavation shall be in accordance with applicable laws and regulations.
 - ✓ All sacred items, should they be encountered within the Project sites, shall be avoided and preserved as the preferred mitigation, if feasible. All cultural materials that are collected during excavation and other earth disturbing activities on the Project sites, with the exception of sacred items, burial goods and human remains which will be addressed in any required Treatment Agreement, shall be tribally curated according to the current repository standards. The collections and associated records shall be transferred, including title, to the closest tribe to the Project site.

Cultural Resources. d. Would the project disturb any human remains, including those interred outside of formal cemeteries?

Answer: Less than Significant with Mitigation Incorporated.

Discussion:

No human remains are known to occur onsite. However, there is always the possibility of inadvertent discoveries during excavation activities. Therefore, NCPA will include the following in its contract documents for the proposed Project:

- ❖ In the event of an accidental discovery or recognition of any human remains, the County Coroner shall be notified and construction activities at the affected work site shall be halted. If the coroner determines the remains to be Native American: (1) the coroner shall contact the Native American Heritage Commission (NAHC) within 24-hours, and (2) the NAHC shall identify the person or persons it believes to be the most likely descended from the deceased Native American. The treatment and disposition of human remains that might be discovered during excavation shall be in accordance with applicable laws and regulations.

3.9.3 Conclusion

Implementation of the above will insure that the impacts to cultural resources are less than significant.

3.11 Geology and Soils

| | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|-------------------------------------|-------------------------------------|
| <i>Would the project:</i> | | | | |
| a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| i. Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| ii. Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| iii. Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3.11.1 Environmental Setting

Geologic Setting

The Project site is in the Sacramento Valley, the northerly of two large valleys comprising the Great Valley Geomorphic Province, which is about 400 miles long and 50 miles wide. The southernly valley is the San Joaquin. The Northern Sacramento Valley is surrounded by the Sierra Nevada to the southeast, the Coast Ranges including the Trinity Mountains to the west and the Cascade Range to the north and northeast.

The Project area is underlain by highly weathered Pleistocene-age gravels of the Red Bluff Formation (Qc).

Seismicity

The following discussion on seismicity is taken from the April 2018 *Draft Environmental Impact Report for the River Crossing Marketplace Specific Plan (State Clearinghouse No. 2017052030)* prepared for the City of Redding by Placeworks.

The nearest active faults are the Rocky Ridge Fault about 44 miles northeast of the Project site and the Hat Creek Fault approximately 50 miles east of the site. Active faults are those showing evidence of surface displacement within the last 11,000 years. The nearest significant fault to the Project site is the Battle Creek Fault about 12 miles to the south (Figure 3.11-1). The Battle Creek Fault is not mapped as active by the California Geological Survey; however, the fault is considered the closet active and potentially active fault to the Shasta Dam by the US Bureau of Reclamation.

The nearest Alquist-Priolo Earthquake Fault Zone to the Project site is along the Rocky Ledge Fault about 44 miles to the northeast.

Discussion:

The potential for strong seismic ground shaking in the Project area is similar to that in surrounding areas. Because the Proposed Project consists of facilities that are not intended for human habitation, the Proposed Project will not expose people or critical structures to adverse effects resulting from seismic-related ground failure, including liquefaction. In addition, the Proposed Project facilities are specifically designed to withstand seismic conditions anticipated to occur at the Proposed Project site. Seismic conditions expected to occur in the Proposed Project area can be mitigated by special design using reasonable construction and/or maintenance practices common to the Shasta County area. Any potential impacts would be considered less than significant and no further analysis or mitigation is required.

Geology and Soils. a. iii. *Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?*
Answer: Less than Significant.

Discussion:

According to the City of Redding's Health and Safety Element, the risk of ground shaking and liquefaction (transformation of water-saturated granular soils to a liquid state during ground shaking) in the Project area is considered low. Any potential impacts would be considered less than significant; therefore, no further analysis or mitigation is required.

Geology and Soils. a. 4. *Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?*
Answer: No Impact.

Discussion:

According to the City of Redding's Health and Safety Element, seismically triggered landslides or other types of ground failure, including expansive soils (those that swell when wet and shrink when dry) and subsidence (gradual settling or sinking of an area with little or no horizontal movement) are not considered a significant hazard in the Project area. Therefore, no further analysis or mitigation is required.

Geology and Soils. b. *Would the project result in substantial soil erosion or the loss of topsoil?*
Answer: Less than Significant with Mitigation Incorporated.

Discussion:

The Red Bluff soil types in the Project area have a moderate potential for wind erosion. Up to 25 acres of these soils could be exposed during installation of the solar equipment at the Redding Airport site. However, strict adherence to NCPA's best management practices for air quality control would insure that these potential impacts were less than significant.

Geology and Soils. c. *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*
Answer: No Impact.

Discussion:

As stated above, the Project area is not located on a geologic unit or soil that would become unstable. Therefore, no further analysis or mitigation is required.

3.12 Greenhouse Gas Emissions

| | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|-------------------------------------|-------------------------------------|
| <i>Would the Project:</i> | | | | |
| a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment, based on any applicable threshold of significance? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emission of greenhouse gases? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.12.1 Environmental Setting

Under Assembly Bill 32 (AB 32) greenhouse gases (GHGs) are defined as carbon dioxide (CO₂), methane (CH₄), nitrous oxide (NO₂), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF₆),

GWP is a measure of how much a given mass of greenhouse gas is estimated to contribute to global warming. It is a relative scale that compares the gas in question to the same mass of carbon dioxide (whose GWP by definition is 1). A GWP is calculated over a specific time interval and the value of this must be stated whenever a GWP is quoted or else the value is meaningless. A substance's GWP depends on the time span over which the potential is calculated. A gas which is quickly removed from the atmosphere may initially have a large effect but for longer time periods as it has been removed becomes less important. For the purposes of a CEQA analysis, especially an analysis of operating emissions, the maximum GWP is typically used, regardless of the actual atmospheric lifetime. This approach simplifies the analysis and provides a very conservative analysis, especially for the fluorinated gases. The GWP of the six Kyoto GHGs is shown in Table 3.12-1 [U.S. EPA (www.epa.gov)].

**Table 3.12-1
Global Warming Potential of Kyoto GHGs**

| Gas | Atmospheric Lifetime | GWP |
|--|----------------------|--------|
| Carbon Dioxide (CO ₂) | 50 – 200 | 1 |
| Methane (CH ₄) | 12 ± 3 | 21 |
| Nitrous Oxide (NO ₂) | 120 | 310 |
| HFC-23 (Hydrofluorocarbons) | 264 | 11,700 |
| HFC-32 | 5.6 | 650 |
| HFC-125 | 32.6 | 2,800 |
| HFC-134a | 14.6 | 1,300 |
| HFC-143a | 48.3 | 3,800 |
| HFC-152a | 1.5 | 140 |
| HFC-227ea | 36.5 | 2,900 |
| HFC-236fa | 209 | 6,300 |
| HFC-4310mee | 17.1 | 1,300 |
| CF ₄ (Perfluorocarbons) | 50,000 | 6,500 |
| C ₂ F ₆ | 10,000 | 9,200 |
| C ₄ F ₁₀ | 2,600 | 7,000 |
| C ₆ F ₁₄ | 3,200 | 7,400 |
| Sulfur Hexafluoride (SF ₆) | 3,200 | 23,900 |

Source: U.S. EPA (www.epa.gov)

According to the California Air Resources Board's *California Greenhouse Gas Emission for 2000 to 2016 Trends of Emissions and Other Indicators*, California uses the annual statewide greenhouse gas (GHG) emission inventory to track progress toward meeting statewide GHG targets. The inventory for 2016 shows that California's GHG emissions continue to

3.12.3 Conclusion

No significant impacts were identified; therefore, no further analysis or mitigation is required.

providing data on the inventory of active and archived hazardous waste sites evaluated by the Superfund program. It contains sites that are either proposed to be, or are on, the National Priority List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. SEMS also includes information from the California Department of Toxic Substances Control's Envirostor database. The SEMS search did not reveal any sites in the City of Redding.

Envirostor

Envirostor is a database maintained and primarily used by the California Department of Toxic Substances Control (DTSC) to determine the location of all hazardous waste sites. The Envirostor search did not reveal any active sites near the Project site.

Geotracker

Geotracker is the State Water Resources Control Board's data management system for managing sites that impact groundwater, especially those that require groundwater cleanup (Underground Storage Tanks, Department of Defense Site Cleanup Program) as well as permitted facilities such as operating USTs and land disposal sites. The Geotracker search did not reveal any active sites near the Project site.

Leaking Underground Storage Tank Information System (LUSTIS)

The State Water Resources Control Board (State Water Board) administers the Leaking Underground Storage Tank Information System (LUSTIS). The LUSTIS database includes all reported leaks from underground storage tanks. The LUSTIS database is now reported in the Geotracker results.

Site Mitigation Program Property Database (formerly CalSites)

The California Environmental Protection Agency's Department of Toxic Substances Control (DTSC) administers the CalSites program. Information in the CalSites database is preliminary in nature; therefore, most sites listed in the database need additional work to determine if contamination exists. There are no sites in the CalSites database within the Project area.

Hazardous Waste and Substances Sites List (Cortese)

California's Government Code §65962.5 requires the California Department of Toxic Substances Control to develop, at least annually, an updated list of Hazardous Waste and Substances Sites. This list, known as the Cortese List, is a planning document used by the State, local agencies and developers to comply with the California Environmental Quality Act requirements in providing information about the location of hazardous materials release sites. DTSC is responsible for a portion of the information contained in the Cortese List. Other State and local agencies are required to provide additional hazardous materials release information for the Cortese List. The Cortese List is to be submitted to the Secretary of the California Environmental Protection Agency. There are no sites on the Cortese List within the Project area.

Solid Waste Information System (SWIS)

The Solid Waste Information System (SWIS) is a database provided by the California Department of Resources Recycling and Recovery (CalRecycle) which consists of both open as well as closed and inactive solid waste disposal facilities and transfer stations. There are no active sites in the SWIS database within the Project area.

3.13.2 Discussion and Mitigation Measures

Hazards and Hazardous Materials. a. *Would the project create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?*

Answer: *Less than Significant with Mitigation Incorporated.*

Discussion:

Several standard environmental record services are available to determine the potential for recognized environmental conditions in an area. Those databases include:

- ❖ Superfund Enterprise Management System (SEMS)
- ❖ Envirostor
- ❖ Geotracker
- ❖ Site Mitigation Program Property Database (formerly CalSites)
- ❖ Hazardous Waste and Substances Sites List (Cortese)
- ❖ Solid Waste Information System (SWIS)

These databases were searched for the presence of hazardous materials sites within the Project area. According to those databases, there are no active sites in the Project area. Therefore, no further analysis or mitigation is required.

Hazards and Hazardous Materials. e. *Would the project be located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, and if so, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

Answer: No Impact.

Discussion:

The Project site is with the Redding Municipal Airport Land Use Plan. A small portion of the northwest corner of the Project site is within the existing runway protection zone (RPZ) of runway 12. However, the master plan for the airport shows the abandonment of runway 12 and the construction of a new parallel runway to 16R34L. The flight path of the new runway (16L34R) would be west of the Project site. According to the City's Noise Element, the Project site is within the 55 CNEL (community noise equivalent level) contour from activities at the airport. Exposure to this noise level would not be harmful to people working in the Project area. Therefore, there would be no impacts and no further analysis or mitigation is required.

Hazards and Hazardous Materials. f. *Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

Answer: No Impact.

Discussion:

Implementation of the Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan as it would not be constructed within public rights-of-way. Therefore, there would be no impacts and no further analysis or mitigation is required.

Hazards and Hazardous Materials. h. *Would the project expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?*

Answer: No Impact.

Discussion:

The Project area is not within a high fire severity zone or a state fire responsibility area. Therefore, there would be no impacts and no further analysis or mitigation is required.

3.13.3 Conclusion

Implementation of the above mitigation measures will ensure that the impacts associated with hazards and hazardous materials are reduced to a less than significant level and no further environmental review or mitigation is required.

potential, hazardous materials associated with construction equipment could adversely affect water quality if spilled or stored improperly. (See Section 3.13.2 for a full discussion and mitigation measures associated with hazardous materials.) Implementation of the following mitigation measures would insure that all impacts to water quality were less than significant.

- ❖ All site grading and excavation activities associated with the construction of the Project facilities would be subject to the provisions of the National Pollutant Discharge Elimination System (NPDES) Construction Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities [NPDES No. CAS000002 (State Water Resources Control Board Order No. 2009-0009-DWQ)]. Compliance with the provisions of that Order would require NCPA to obtain coverage before the onset of construction activities. Construction activities would comply with the conditions of these permits that include preparation of storm water pollution prevention plans (SWPPP), implementation of BMP's, and monitoring to insure impacts to water quality are minimized. As part of this process, multiple BMP's should be implemented to provide effective erosion and sediment control. These BMP's should be selected to achieve maximum sediment removal and represent the best available technology that is economically achievable. BMP's to be implemented may include, but not be limited to, the following:
 - ✓ Temporary erosion control measures such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary revegetation or other groundcover shall be employed for disturbed areas.
 - ✓ Storm drain inlets on the site and in downstream offsite areas shall be protected from sediment with the use of BMP's acceptable to NCPA, local jurisdictions and the California Regional Water Quality Control Board, Central Valley Region.
 - ✓ Dirt and debris shall be swept from paved streets in the construction zone on a regular basis, particularly before predicted rainfall events.
 - ✓ No disturbed surfaces shall be left without erosion control measures in place. NCPA, or its Construction Contractor, shall file a Notice of Intent with the Regional Board and require the preparation of a pollution prevention plan prior to commencement of construction. NCPA shall routinely inspect the construction site to verify that the BMP's specified in the pollution prevention plan are properly installed and maintained. NCPA shall immediately notify the contractor if there were a noncompliance issue and require immediate compliance.
- ❖ The SWPPP will also identify the method of final stabilization of the site to ensure no post-construction erosion and impacts to water quality will occur. The Notice of Termination (NOT) and release of the Project from the provisions of the Construction General Permit coverage will be granted by the California Regional Water Quality Control Board, Central Valley Region once it is satisfied that no impacts to water quality will occur.

Hydrology and Water Quality. b. *Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable ground management of the basin?*

Answer: No Impact.

Discussion:

The proposed Project includes the installation of solar photovoltaic facilities and does not include any facilities to extract groundwater. It will not result in the use of groundwater and thus will not substantially deplete groundwater supplies or interfere with groundwater recharge. Therefore, no further analysis or mitigation is required.

Discussion:

As shown above, the Project would have no effect on water quality and therefore would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. Consequently, no further analysis or mitigation is required.

3.14.3 Conclusion

Implementation of the above mitigation measures would insure that the impacts to water quality would be less than significant.

3.16 Mineral Resources

| | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|------------------------------|-------------------------------------|
| <i>Would the project:</i> | | | | |
| a. Result in the loss of availability of a known resource that would be of value to the region and the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.16.1 Environmental Setting

According to the City of Redding's Land Use Map, there are no mineral resources sites within the Project area.

3.16.2 Discussion and Mitigation Measures

Mineral Resources. a. *Would the project result in the loss of availability of a known resource that would be of value to the region and the residents of the state?*

Answer: *No Impact.*

Discussion:

There are no known mineral resources in the Project area that would be of value to the region and the residents of the State. Therefore, there would be no impacts anticipated and no mitigation is required.

Mineral Resources. b. *Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

Answer: *No Impact.*

Discussion:

There are no locally-important mineral resource recovery sites delineated on the applicable local general plans, specific plan or other land use plan in the Project area. Therefore, there would be no impacts anticipated and no mitigation is required.

3.16.3 Conclusion

No impacts are anticipated; therefore, no further analysis or mitigation is required.

Noise. b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Answer: No Impact.

Discussion:

Construction activities associated with the Project could result in some minor amount of ground vibration. The California Department of Transportation (Caltrans) has developed a vibration manual. According to that manual, the use of large bulldozers, vibratory rollers, and loaded trucks during grading activities could produce vibration. Depending on the level of vibration, the vibration could cause annoyance or damage structures within the project vicinity. Caltrans has developed a screening tool to determine if vibration from construction equipment is substantial enough to impact surrounding uses. Those thresholds are presented in Tables 3.17-1 and 3.17-2.

**Table 3.17-1
Vibration Damage Potential Threshold Criteria**

| Structural Integrity | Maximum PPV (in/sec) | |
|---|----------------------|------------|
| | Transient | Continuous |
| Historic and some older buildings | 0.50 | 0.25 |
| Older residential structures | 0.50 | 0.30 |
| New residential structures | 1.00 | 0.50 |
| Modern industrial and commercial structures | 2.00 | 0.50 |

**Table 3.17-2
Vibration Annoyance Potential Threshold Criteria**

| Human Response | Maximum PPV (in/sec) | |
|------------------------|----------------------|------------|
| | Transient | Continuous |
| Barely perceptible | 0.035 | 0.012 |
| Distinctly perceptible | 0.24 | 0.035 |
| Strongly perceptible | 0.90 | 0.10 |
| Severely perceptible | 2.00 | 0.40 |

Construction equipment, such as vibratory rollers and bulldozers, are repetitive sources of vibration; therefore, the continuous threshold should be used in the vibration analysis for this project. The nearest residences to any part of the project site is approximately 50 feet. As shown in Table 3.17-3, the ground vibration from small bulldozers would be barely perceptible and the ground vibration from loaded trucks would be distinctly perceptible to those residences within 50 feet of the construction activity.

**Table 3.17-3
Construction Vibration Impacts**

| Equipment | PPVref | Distance (feet) | PPV (in/sec) |
|-----------------|--------|-----------------|--------------|
| Small Bulldozer | 0.003 | 50 | 0.0015 |
| Loaded Truck | 0.076 | 50 | 0.0354 |

In order to alleviate the potential annoyance to those residents whose properties abut the Project site, NCPA shall adhere to the following:

- ❖ NCPA shall appoint a construction relations officer to act as a community liaison concerning on-site construction activities. Prior to ground disturbing activities NCPA shall notify adjoining property owners of the potential for ground vibration impacts.

3.17.3 Conclusion

Adherence to the above mitigation measure would insure all noise impacts were reduced to a level of less than significant; therefore, no further analysis or mitigation is required.

3.19 Public Services

| | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|------------------------------|-------------------------------------|
| <i>Would the project:</i> | | | | |
| a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: | | | | |
| 1. Fire Protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Police Protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Schools? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Parks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Other Public Facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.19.1 Environmental Setting

Several entities provide public services to residents in the Project area. They include:

- ❖ Police Protection: City of Redding Police Department
Shasta County Sheriff's Department
- ❖ Fire Protection: City of Redding Fire Department
- ❖ Schools: Grant Elementary School District
Shasta Union High School District
Columbia Elementary School District
Redding Elementary School District
Enterprise Elementary School District
Pacheco Unified School District
Gateway Unified School District

3.19.2 Discussion and Mitigation Measures

Public Services. a.1. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection services?*

Answer: No Impact.

Discussion:

Implementation of the Project would not result in the need for additional fire protection services because the Project involves a negligible expansion of operations for which fire protection services would be required. Therefore, there would be no impacts anticipated and no mitigation is required.

Public Services. a.2. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for police protection services?*

Answer: No Impact.

3.20 Recreation

| | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|------------------------------|-------------------------------------|
| <i>Would the project:</i> | | | | |
| a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.20.1 Environmental Setting

There are several parks, golf courses and water-oriented recreational facilities in the greater project area.

3.20.2 Discussion and Mitigation Measures

Recreation. a. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

Answer: No Impact.

Discussion:

The proposed Project would not increase the use or demand for park or recreational facilities because the Project does not include the development of uses that would place demands on these facilities, such as residential dwellings or office employment. Therefore, there would be no impacts anticipated and no further analysis or mitigation is required.

Recreation. b. *Would the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?*

Answer: No Impact.

Discussion:

The Project does not include recreational facilities. Therefore, there would be no impacts anticipated and no further analysis or mitigation is required.

3.20.3 Conclusion

No significant impacts were identified; therefore, no further analysis or mitigation is required.

Transportation. b. For a land use project, would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)(1)?

Answer: No Impact.

Discussion:

The Project is not a land use project; therefore, this potential impact category would not apply to the Project. Consequently, there would be no impacts anticipated and no further analysis or mitigation is required.

Transportation. c. For a transportation project, would the project conflict with CEQA Guidelines section 15064.3, subdivision (b)(3)??

Answer: No Impact.

Discussion:

The Project is not a transportation project; therefore, this potential impact category would not apply to the Project. Consequently, there would be no impacts anticipated and no further analysis or mitigation is required.

Transportation. d. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Answer: No Impact.

Discussion:

Implementation of the Project would not substantially increase other hazards due to a geometric design feature or incompatible uses. Therefore, there would be no impacts anticipated and no further analysis or mitigation is required.

Transportation. e. Would the project result in inadequate emergency access?

Answer: No Impact.

Discussion:

Implementation of the Project would not result in inadequate emergency access. Therefore, there would be no impacts anticipated and no further analysis or mitigation is required.

3.23.3 Conclusion

No impacts were identified; therefore, no further analysis or mitigation is required.

During the preparation of its cultural resources assessment for the Project, Anza Resource Consultants performed a records search at the Northeast Information Center at the Department of Anthropology, California State University, Chico. Based on that search, no historic or cultural resources have been previously identified on the Project site. Anza's complete report is contained in Appendix D.

3.24.2 Discussion and Mitigation Measures

Tribal Cultural Resources. 1). *Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code §21074 as a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, that is listed or eligible for listing on the California Register of Historical Resources, or on a local register of historical resources as defined in Public Resources Code §5020.1(k),*

Answer: No Impact.

Discussion:

Based on record searches at the Native American Heritage Commission and the California Historic Resources Information System, field surveys and Native American consultation, there are no tribal cultural resources within the Proposed Project area. Therefore, no further analysis or mitigation is required.

Tribal Cultural Resources. 2). *Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code §21074 as a resource determined by a lead agency, in its discretion and supported by substantial evidence, to be significant according to the historical register criteria in Public Resources Code §5023.1(c), and considering the significance of the resource to a California Native American tribe.*

Answer: No Impact.

Discussion:

Based on record searches at the Native American Heritage Commission and the California Historic Resources Information System, field surveys and Native American consultation, there are no tribal cultural resources within the Proposed Project area. Therefore, no further analysis or mitigation is required.

3.24.3 Conclusion

No impacts were identified; therefore, no further analysis or mitigation is required.

Discussion:

The Project will require a minimal amount of water to periodically clean the solar panels. However, the City's existing water supplies are adequate to provide this service. Therefore, there would be no impacts and no further analysis or mitigation is required.

Utilities and Service Systems. c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Answer: No Impact.

Discussion:

The Project will not require wastewater service. Therefore, there would be no impacts and no further analysis or mitigation is required.

Utilities and Service Systems. d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Answer: No Impact.

Discussion:

The Project will not generate solid waste. Therefore, there would be no impacts and no further analysis or mitigation is required.

Utilities and Service Systems. e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Answer: No Impact.

Discussion:

The Project would comply with all federal, state and local regulations related to solid waste. Therefore, there would be no impacts and no further analysis or mitigation is required.

3.25.3 Conclusion

No impacts were identified; therefore, no further analysis or mitigation is required.

Discussion:

The Project would be connected to the local electrical grid. However, the connections would be made immediately adjacent to the Project site and be underground. Therefore, there would be no impacts and no further analysis or mitigation is required.

Wildlife. d. Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Answer: No Impact.

Discussion:

The Project area is not subject to wildland fires. Therefore, there would be no impacts and no further analysis or mitigation is required.

3.26.3 Conclusion

No impacts were identified; therefore, no further analysis or mitigation is required.

Discussion:

Compliance with the mitigation measures included in Sections 3.5 through 3.26 above will ensure that implementation of the proposed Project does not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.

3.27.2 Conclusion

All potential significant impacts associated with the proposed Project can be mitigated to a less than significant level. Therefore, no further environmental review or mitigation is required.

Wade Crowfoot, Secretary
California Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, California 95814

Christina Snider, Executive Secretary
California Native American Heritage Commission
1550 Harbor Boulevard, Suite 100
West Sacramento, California 95691-3830

4.3 County Agencies

John Waldrop
Air Quality District Manager
Shasta County Air Quality Management District
1855 Placer Street, Suite 101
Redding, California 96001

Patrick J. Minturn, Director
Department of Public Works
Shasta County
1855 Placer Street
Redding, California 96001

4.4 City Agencies

Brian Schinstock
Redding Electric Utility
3611 Airtech Parkway
Redding, California 96001

Bryan Garrett, Airport Manager
City of Redding
6751 Woodrum Circle, Suite 200
Redding, California 96002

Amber Kelley, Environmental Compliance Manager
Department of Public Works
City of Redding
Post Office Box 496071
Redding, California 96049-6071

4.5 Interested Entities

Kyle Self, Chairperson
Greenville Rancheria of Maidu Indians
P.O. Box 279
Greenville, California, 95947
kself@greenvillerancheria.com

4 Persons and Organizations Consulted

5 Report Authors/Contributors

5.1 Report Authors

This Initial Study and Mitigated Negative Declaration was prepared under contract to the Northern California Power Agency by:

K.S. Dunbar & Associates, Inc.

Environmental Engineering

45375 Vista Del Mar
Temecula, California 92590-4314
(951) 699-2082
Cell: (949) 412-2634
Email: ksdpe67@gmail.com

Erica D. Dunbar, President
Keith S. Dunbar, P.E., BCEE, Hon.D.WRE., F. ASCE, Project Manager

Anza Resource Consultants

(Cultural Resources)
Kevin Hunt, President
Katherine Collins, M.A., RPA, Principal Investigator
Spencer Bietz, GIS Specialist

ELMT Consulting

(Biological Resources)
Thomas J. McGill, Managing Director
Travis J. McGill, Director/Biologist

5.2 Report Contributors

Northern California Power Agency

Ron Yuen, Director of Engineering, Generation Services

- SCAQMD. 2016. *Draft Final 2016 Air Quality Management Plan*. December 2016.
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Mitigated Negative Declaration NCPA Solar Project 1 – Redding Airport Site

| | | | |
|--|--|-----------|---|
| 1. Name of project: | NCPA Solar Project 1 – Redding Airport Site | | |
| 2. Project location – Identify street address and cross streets or attach a map showing the project site (preferably a USGS 7½' or 15' topographical map identified by quadrangle name): | See attachment. | | |
| 3. Entity or Person undertaking project: | | | |
| A. Entity | | | |
| (1) Name: | Northern California Power Agency | | |
| (2) Address: | 651 Commerce Drive, Roseville, California 95678-6420 | | |
| B. Other (Private) | | | |
| (1) Name: | | | |
| (2) Address: | | | |
| <p>Northern California Power Agency, having reviewed the Initial Study of this proposed project, having reviewed the written comments received prior to the public meeting of the Northern California Power Agency, having reviewed the recommendations of the Northern California Power Agency's Staff, does hereby find and declare that the proposed project will not have a significant effect on the environment. A brief statement of the reasons supporting the Northern California Power Agency's findings are as follows:</p> <p style="padding-left: 40px;">The Initial Study concluded that all significant impacts can be reduced to a level of less than significant by implementation of the Mitigation Monitoring and Reporting Program developed for this Project.</p> | | | |
| <p>The Northern California Power Agency finds that the Mitigated Negative Declaration reflects its independent judgment. A copy of the Initial Study and Mitigation Monitoring and Reporting Program are attached.</p> | | | |
| <p>The location and custodian of the documents and any other materials which constitute the record of proceedings upon which the Northern California Power Agency based its decision to adopt this Mitigated Negative Declaration are as follows:</p> | | | |
| Custodian: | Ron Yuen Director of Engineering, Generation Services | Location: | Northern California Power Agency 651 Commerce Driver Roseville, California 95678-6420 |
| Phone: | (916) 781-4258 | | |
| Date: | | Signature | |

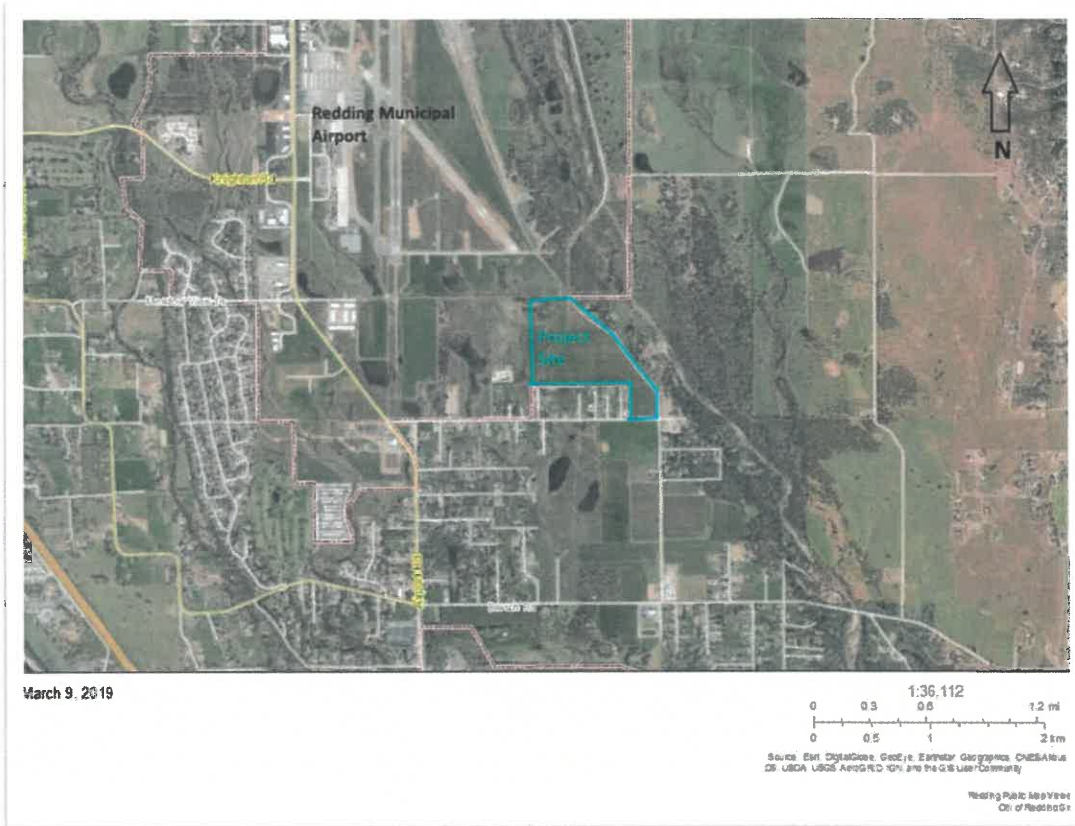


Figure 1 Redding Municipal Airport Project Site Location

Appendix B
Air Quality Modeling Results

| Equipment | Emission Factor gr/hp-hr | Emission Factor lb/hp-hr | Number | horsepower | load factor | hours/day | Emissions pounds per day | Mitigated Emissions pounds per day |
|--|-----------------------------|-----------------------------|--------|------------|-------------|-----------|-----------------------------|---------------------------------------|
| Oxides of Nitrogen (NO_x) | | | | | | | | |
| Compressor | 3.706 | 0.00816300 | 1 | 106 | 0.48 | 8 | 3.32 | 2.82 |
| Crane | 4.29654 | 0.00946374 | 1 | 399 | 0.43 | 8 | 12.99 | 11.04 |
| Drill Rig | 1.55098 | 0.00341626 | 1 | 291 | 0.75 | 8 | 5.96 | 5.07 |
| Sweeper | 2.86598 | 0.00631273 | 1 | 500 | 0.68 | 2 | 4.29 | 3.65 |
| Tractors/Backhoes/Loaders | 3.69287 | 0.01254423 | 1 | 108 | 0.55 | 4 | 2.98 | 2.53 |
| Trencher | 5.69508 | 0.00587778 | 1 | 63 | 0.75 | 4 | 1.11 | 0.94 |
| Utility Trucks | 2.66851 | 0.00587778 | 1 | 479 | 0.57 | 4 | 6.42 | 5.46 |
| Water Trucks | 2.66851 | 0.00587778 | 1 | 500 | 0.5 | 2 | 2.94 | 2.50 |
| Totals | | | | | | | 40.02 | 34.02 |

| Equipment | Emission Factor gr/hp-hr | Emission Factor lb/hp-hr | Number | horsepower | load factor | hours/day | Emissions pounds per day | Mitigated Emissions pounds per day |
|--|-----------------------------|-----------------------------|--------|------------|-------------|-----------|-----------------------------|---------------------------------------|
| Oxides of Sulfur (SO_x) | | | | | | | | |
| Compressor | 0.007 | 0.00001542 | 1 | 106 | 0.48 | 8 | 0.01 | |
| Crane | 0.0049 | 0.00001079 | 1 | 399 | 0.43 | 8 | 0.01 | |
| Drill Rig | 0.0048 | 0.00001057 | 1 | 291 | 0.75 | 8 | 0.02 | |
| Sweeper | 0.0049 | 0.00001079 | 1 | 500 | 0.68 | 2 | 0.01 | |
| Tractors/Backhoes/Loaders | 0.0049 | 0.00001079 | 1 | 108 | 0.55 | 4 | 0.00 | |
| Trencher | 0.0049 | 0.00001079 | 1 | 63 | 0.75 | 4 | 0.00 | |
| Utility Trucks | 0.0049 | 0.00001079 | 1 | 479 | 0.57 | 4 | 0.01 | |
| Water Trucks | 0.0049 | 0.00001079 | 1 | 500 | 0.5 | 2 | 0.01 | |
| Totals | | | | | | | 0.07 | |

| Equipment | Emission Factor gr/hp-hr | Emission Factor lb/hp-hr | Number | horsepower | load factor | hours/day | Emissions pounds per day | Mitigated Emissions pounds per day |
|--|-----------------------------|-----------------------------|--------|------------|-------------|-----------|-----------------------------|---------------------------------------|
| Carbon Dioxide (CO₂) | | | | | | | | |
| Compressor | 568.299 | 1.25175991 | 1 | 106 | 0.48 | 8 | 510 | |
| Crane | 483.1422 | 1.06418987 | 1 | 399 | 0.43 | 8 | 1,461 | |
| Drill Rig | 477.0462 | 1.05076256 | 1 | 291 | 0.75 | 8 | 1,835 | |
| Sweeper | 480.5735 | 1.05853194 | 1 | 500 | 0.68 | 2 | 720 | |
| Tractors/Backhoes/Loaders | 486.8508 | 1.06897247 | 1 | 108 | 0.55 | 4 | 254 | |
| Trencher | 485.3135 | 1.06912599 | 1 | 63 | 0.75 | 4 | 202 | |
| Utility Trucks | 485.3832 | 1.06912599 | 1 | 479 | 0.57 | 4 | 1,168 | |
| Water Trucks | 485.3832 | 1.06912599 | 1 | 500 | 0.5 | 2 | 535 | |
| Totals | | | | | | | 6,683 | |

| Equipment | Emission Factor gr/hp-hr | Emission Factor lb/hp-hr | Number | horsepower | load factor | hours/day | Emissions pounds per day | Mitigated Emissions pounds per day |
|---------------------------------|-----------------------------|-----------------------------|--------|------------|-------------|-----------|-----------------------------|---------------------------------------|
| Methane (CH₄) | | | | | | | | |
| Compressor | 0.101 | 0.00022247 | 1 | 106 | 0.48 | 8 | 0.09 | |
| Crane | 0.1529 | 0.00033678 | 1 | 399 | 0.43 | 8 | 0.46 | |
| Drill Rig | 0.1505 | 0.00033150 | 1 | 291 | 0.75 | 8 | 0.58 | |
| Sweeper | 0.152 | 0.00033480 | 1 | 500 | 0.68 | 2 | 0.23 | |
| Tractors/Backhoes/Loaders | 0.1537 | 0.00033833 | 1 | 108 | 0.55 | 4 | 0.08 | |
| Trencher | 0.1536 | 0.00033833 | 1 | 63 | 0.75 | 4 | 0.06 | |
| Utility Trucks | 0.1536 | 0.00033833 | 1 | 479 | 0.57 | 4 | 0.37 | |
| Water Trucks | 0.1536 | 0.00033833 | 1 | 500 | 0.5 | 2 | 0.17 | |
| Totals | | | | | | | 2.04 | |

| Equipment | Emission Factor gr/hp-hr | Emission Factor lb/hp-hr | Number | horsepower | load factor | hours/day | Emissions pounds per day | Mitigated Emissions pounds per day |
|----------------|-----------------------------|-----------------------------|--|------------|-------------|-----------|-----------------------------|---------------------------------------|
| | | | Oxides of Nitrogen (NO_x) | | | | | |
| Dozers | 3.34253 | 0.00736240 | 2 | 550 | 0.64 | 8 | 41.47 | 35.25 |
| Graders | 3.21794 | 0.00708797 | 2 | 259 | 0.61 | 8 | 17.92 | 15.23 |
| Rollers | 2.90839 | 0.00640615 | 1 | 904 | 0.56 | 8 | 25.94 | 22.05 |
| Scrapers | 4.15646 | 0.00915520 | 2 | 500 | 0.72 | 8 | 52.73 | |
| Sweeper | 4.15646 | 0.00915520 | 1 | 500 | 0.68 | 2 | 6.23 | 5.29 |
| Utility Trucks | 2.66851 | 0.00587778 | 1 | 479 | 0.57 | 4 | 6.42 | 5.46 |
| Water Trucks | 2.66851 | 0.00587778 | 1 | 500 | 0.5 | 8 | 11.76 | 9.99 |
| Wheel Loader | 5.45926 | 0.01202480 | 1 | 801 | 0.54 | 8 | 41.61 | 35.37 |
| Totals | | | | | | | 204.07 | 173.46 |

| Equipment | Emission Factor gr/hp-hr | Emission Factor lb/hp-hr | Number | horsepower | load factor | hours/day | Emissions pounds per day | Mitigated Emissions pounds per day |
|----------------|-----------------------------|-----------------------------|--|------------|-------------|-----------|-----------------------------|---------------------------------------|
| | | | Oxides of Sulfur (SO_x) | | | | | |
| Dozers | 0.0049 | 0.00001079 | 2 | 550 | 0.64 | 8 | 0.06 | |
| Graders | 0.0049 | 0.00001079 | 2 | 259 | 0.61 | 8 | 0.03 | |
| Rollers | 0.005 | 0.00001101 | 1 | 904 | 0.56 | 8 | 0.04 | |
| Scrapers | 0.0049 | 0.00001079 | 2 | 500 | 0.72 | 8 | 0.06 | |
| Sweeper | 0.0049 | 0.00001079 | 1 | 500 | 0.68 | 2 | 0.01 | |
| Utility Trucks | 0.0049 | 0.00001079 | 1 | 479 | 0.57 | 4 | 0.01 | |
| Water Trucks | 0.0049 | 0.00001079 | 1 | 500 | 0.5 | 8 | 0.02 | |
| Wheel Loader | 0.0049 | 0.00001079 | 1 | 801 | 0.54 | 8 | 0.04 | |
| Totals | | | | | | | 0.27 | |

| Equipment | Emission Factor gr/hp-hr | Emission Factor lb/hp-hr | Number | horsepower | load factor | hours/day | Emissions pounds per day | Mitigated Emissions pounds per day |
|----------------|-----------------------------|-----------------------------|--|------------|-------------|-----------|-----------------------------|---------------------------------------|
| | | | Carbon Dioxide (CO₂) | | | | | |
| Dozers | 483.3879 | 1.06473106 | 2 | 550 | 0.64 | 8 | 5,997 | |
| Graders | 482.5879 | 1.06296894 | 2 | 259 | 0.61 | 8 | 2,687 | |
| Rollers | 489.9774 | 1.07924537 | 1 | 904 | 0.56 | 8 | 4,371 | |
| Scrapers | 482.7319 | 1.06328612 | 2 | 500 | 0.72 | 8 | 6,125 | |
| Sweeper | 480.5735 | 1.05853194 | 1 | 500 | 0.68 | 2 | 720 | |
| Utility Trucks | 485.3832 | 1.06912599 | 1 | 479 | 0.57 | 4 | 1,168 | |
| Water Trucks | 485.3632 | 1.06908194 | 1 | 500 | 0.5 | 8 | 2,138 | |
| Wheel Loader | 480.523 | 1.05842070 | 1 | 801 | 0.54 | 8 | 3,662 | |
| Totals | | | | | | | 26,867 | |

| Equipment | Emission Factor gr/hp-hr | Emission Factor lb/hp-hr | Number | horsepower | load factor | hours/day | Emissions pounds per day | Mitigated Emissions pounds per day |
|----------------|-----------------------------|-----------------------------|---------------------------------|------------|-------------|-----------|-----------------------------|---------------------------------------|
| | | | Methane (CH₄) | | | | | |
| Dozers | 0.1529 | 0.00033678 | 2 | 550 | 0.64 | 8 | 1.90 | |
| Graders | 0.1527 | 0.00033634 | 2 | 259 | 0.61 | 8 | 0.85 | |
| Rollers | 0.155 | 0.00034141 | 1 | 904 | 0.56 | 8 | 1.38 | |
| Scrapers | 0.1527 | 0.00033634 | 2 | 500 | 0.72 | 8 | 1.94 | |
| Sweeper | 0.152 | 0.00033480 | 1 | 500 | 0.68 | 2 | 0.23 | |
| Utility Trucks | 0.1556 | 0.00034273 | 1 | 479 | 0.57 | 4 | 0.37 | |
| Water Trucks | 0.1556 | 0.00034273 | 1 | 500 | 0.5 | 8 | 0.69 | |
| Wheel Loader | 0.152 | 0.00033480 | 1 | 801 | 0.54 | 8 | 1.16 | |
| Totals | | | | | | | 8.51 | |



May 2, 2019

K.S. DUNBAR & ASSOCIATES

Contact: Keith S. Dunbar, P.E., BCEE, Hon.D.WRE, F.ASCE
45375 Vista Del Mar
Temecula, California 92590

SUBJECT: Habitat and Jurisdictional Assessment for the Northern California Power Agency Solar Project 1 – Redding Airport Site Located in the City of Redding, Shasta County, California

Introduction

This report contains the findings of ELMT Consulting’s (ELMT) habitat and jurisdictional assessment for the Northern California Power Agency (NCPA) Solar Project 1 – Redding Airport Site (project site or site) located in the City of Redding, Shasta County, California. The habitat and jurisdictional assessment was conducted by biologist Travis J. McGill on March 27, 2019 to document baseline conditions and assess the potential for special-status¹ plant and wildlife species to occur within the project site that could pose a constraint to implementation of the proposed project. Special attention was given to the suitability of the project site to support special-status plant and wildlife species identified by the California Department of Fish and Wildlife’s (CDFW) California Natural Diversity Database (CNDDDB), and other electronic databases as potentially occurring in the general vicinity of the project site.

Project Location

The project site is generally located east of Interstate 5, south of State Route 299, west of Stillwater Creek, and north of the Sacramento River in the City of Redding, Shasta County, California. The project site is depicted on the Cottonwood quadrangle of the United States Geological Survey’s (USGS) 7.5-minute topographic map series within Section 35 of Township 31 North, Range 4 West. Specifically, the project site is located directly southeast of the Redding Municipal Airport, north of Fig Tree Lane, and west of Loftus Road and Stillwater Creek. Refer to Exhibits 1 thru 3 in Attachment A.

Project Description

Burns & McDonnell estimates the developable area of the project site to be approximately 58.3 acres, or enough land to potentially yield a project size of 9.70 MW (based on an estimate of 6 acres of land needed per MW developed). The proposed technology type for the solar project is horizontal single axis tracker (HSAT).

¹ As used in this report, “special-status” refers to plant and wildlife species that are federally and State listed, proposed, or candidates; plant species that have been designated with a California Native Plant Society Rare Plant Rank; wildlife species that are designated by the CDFW as fully protected, species of special concern, or watch list species; and specially protected natural vegetation communities as designated by the CDFW.

potential natural corridors and linkages that may support the movement of wildlife through the area. These areas identified on aerial photography were then walked during the field investigation.

All plant and wildlife species observed, as well as dominant plant species within each plant community, were recorded. Plant species observed during the field investigation were identified by visual characteristics and morphology in the field. Unusual and less familiar plant species were photographed during the field investigation and identified in the laboratory using taxonomical guides. Wildlife detections were made through observation of scat, trails, tracks, burrows, nests, and/or visual and aural observation. In addition, site characteristics such as soil condition, topography, hydrology, anthropogenic disturbances, indicator species, condition of on-site plant communities and land cover types, and presence of potential jurisdictional drainage and/or wetland features were noted.

Soil Series Assessment

On-site and adjoining soils were researched prior to the field investigation using the USDA NRCS Soil Survey for Shasta County, California. In addition, a review of the local geological conditions and historical aerial photographs was conducted to assess the ecological changes that the project site have undergone.

Plant Communities

Plant communities were mapped using 7.5-minute USGS topographic base maps and aerial photography. The plant communities were classified in accordance with Sawyer, Keeler-Wolf and Evens (2009), delineated on an aerial photograph, and then digitized into GIS Arcview. The Arcview application was used to compute the area of each plant community and/or land cover type in acres.

Plants

Common plant species observed during the field investigation were identified by visual characteristics and morphology in the field and recorded in a field notebook. Unusual and less familiar plants were photographed in the field and identified in the laboratory using taxonomic guides. Taxonomic nomenclature used in this study follows the 2012 Jepson Manual (Hickman 2012). In this report, scientific names are provided immediately following common names of plant species (first reference only).

Wildlife

Wildlife species detected during the field investigation by sight, calls, tracks, scat, or other sign were recorded during surveys in a field notebook. Field guides used to assist with identification of wildlife species during the survey included The Sibley Field Guide to the Birds of Western North America (Sibley 2003), A Field Guide to Western Reptiles and Amphibians (Stebbins 2003), and A Field Guide to Mammals of North America (Reid 2006). Although common names of wildlife species are well standardized, scientific names are provided immediately following common names in this report (first reference only).

Jurisdictional Drainages and Wetlands

Aerial photography was reviewed prior to conducting a field investigation in order to locate and inspect any potential natural drainage features, ponded areas, or water bodies that may fall under the jurisdiction of the United States Army Corps of Engineers (Corps), Regional Water Quality Control Board (Regional

predation. This section provides a discussion of those wildlife species that were observed or are expected to occur within the project site. The discussion is to be used a general reference and is limited by the season, time of day, and weather conditions in which the field investigation was conducted. Wildlife detections were based on calls, songs, scat, tracks, burrows, and direct observation. The project site provides limited habitat for wildlife species except those adapted to a high degree of anthropogenic disturbances and development.

Fish

No hydrogeomorphic features (e.g., perennial creeks, ponds, lakes, reservoirs) that would provide suitable habitat for fish were observed on or within the vicinity of the project site. No fish are expected to occur and are presumed absent from the project site.

Amphibians

No amphibians or hydrogeomorphic features (e.g., perennial creeks, ponds, lakes, reservoirs) that would provide suitable habitat for amphibian species were observed on the project site. No amphibians are expected to occur and are presumed absent from the project site.

Reptiles

During the field investigation no reptilian species were observed on the project site. Common reptilian species adapted to a high degree of anthropogenic disturbances that have the potential to occur on the project site include western side-blotched lizard (*Uta stansburiana elegans*), and alligator lizard (*Elgaria multicaudata*). Due to the high level of anthropogenic disturbances on-site no special-status reptilian species are expected to occur within project site.

Birds

The project site provides foraging and cover habitat for bird species adapted to a high degree of human disturbance. Bird species detected during the field investigation included lesser goldfinch (*Spinus psaltria*), northern mockingbird (*Mimus polyglottos*), mourning dove (*Zenaida macroura*), house finch (*Haemorrhous mexicanus*), American crow (*Corvus brachyrhynchos*), killdeer (*Charadrius vociferus*), western meadowlark (*Sturnella neglecta*) and turkey vulture (*Cathartes aura*). Due to routine disturbance associated with agricultural activities, the project site does not provide suitable habitat for special-status bird species known to occur in the area.

Mammals

During the field investigation no mammalian species were observed on the project site. Common mammalian species adapted to a high degree of anthropogenic disturbances that have the potential to occur within the project site include California ground squirrel (*Otospermophilus beecheyi*), Botta's pocket gopher (*Thomomys bottae*), opossum (*Didelphis virginiana*), and raccoon (*Procyon lotor*).

Nesting Birds

No active nests or birds displaying nesting behavior were observed onsite during the field survey. The project site and surrounding area provides foraging and nesting habitat for year-round and seasonal avian

riverine resources are expected to occur from the proposed project.

Special-Status Biological Resources

The CNDDDB Rarefind 5 and the CNPS Electronic Inventory of Rare and Endangered Vascular Plants of California were queried for reported locations of special-status plant and wildlife species as well as special-status natural plant communities in the Cottonwood and Enterprise USGS 7.5-minute quadrangles. The habitat assessment evaluated the conditions of the habitat(s) within the boundaries of the project site to determine if the existing plant communities, at the time of the survey, have the potential to provide suitable habitat(s) for special-status plant and wildlife species.

The literature search identified ten (10) special-status plant species, twenty-one (21) special-status wildlife species, and three (3) special-status plant communities as having potential to occur within the Cottonwood and Enterprise USGS 7.5-minute quadrangles. Special-status plant and wildlife species were evaluated for their potential to occur within the project site based on habitat requirements, availability and quality of suitable habitat, and known distributions. Species determined to have the potential to occur within the general vicinity of the project site are presented in the table provide in Attachment C: *Potentially Occurring Special-Status Biological Resources*.

Special-Status Plants

According to the CNDDDB and CNPS, ten (10) special-status plant species have been recorded in the Cottonwood and Enterprise quadrangles (refer to Attachment C). No special-status plant species were observed onsite during the habitat assessment. The project site consists of vacant, undeveloped land that has been subject to agricultural activities and various anthropogenic disturbances. These disturbances have eliminated the natural plant communities that once occurred onsite which has removed suitable habitat for special-status plant species known to occur in the general vicinity of the project site. Based on habitat requirements for specific special-status plant species and the availability and quality of habitats needed by each species, it was determined that the project site does not provide suitable habitat for any of the special-status plant species known to occur in the area and are presumed to be absent. No focused surveys are recommended.

Special-Status Wildlife

According to the CNDDDB, twenty-one (21) special-status wildlife species have been reported in the Cottonwood and Enterprise quadrangles (refer to Attachment C). No special-status wildlife species were observed onsite during the habitat assessment. The project site consists of vacant, undeveloped land that has been subject to agricultural activities and various anthropogenic disturbances. These disturbances have eliminated the natural plant communities that once occurred on-site which has removed suitable habitat for special-status wildlife species known to occur in the general vicinity of the project site.

Based on habitat requirements for specific special-status plant species and the availability and quality of habitats needed by each species, it was determined that the project site does not provide suitable habitat for any of the special-status wildlife species known to occur in the area and are presumed to be absent. No focused surveys are recommended.

buffer (generally 300 feet for migratory and non-migratory song birds and 500 feet raptors and special-status species) will be determined by the wildlife biologist, in coordination with the CDFW, and will depend on the level of noise and/or surrounding disturbances, line of sight between the nest and the construction activity, ambient noise, and topographical barriers. These factors will be evaluated on a case-by-case basis when developing buffer distances. Limits of construction to avoid an active nest will be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel will be instructed on the sensitivity of nest areas. A biological monitor should be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Once the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, construction activities within the buffer area can occur.

Conclusion

Based on the proposed project footprint and existing site conditions discussed in this report, none of the special-status plant or wildlife species known to occur in the general vicinity of the project site are expected to be directly or indirectly impacted from implementation of the proposed project. With completion of the recommendations provided above, no impacts to year-round, seasonal, or special-status avian residents will occur from implementation of the proposed project. Therefore, it was determined that implementation of the project will have “no effect” on federally or State listed species known to occur in the general vicinity of the project site. Additionally, the development of the project will not impact designated Critical Habitats or regional wildlife movement corridors/linkages.

Please do not hesitate to contact Tom McGill at (951) 285-6014 or tmcgill@elmtconsulting.com or Travis McGill at (909) 816-1646 or travismcgill@elmtconsulting.com should you have any questions this report.

Sincerely,



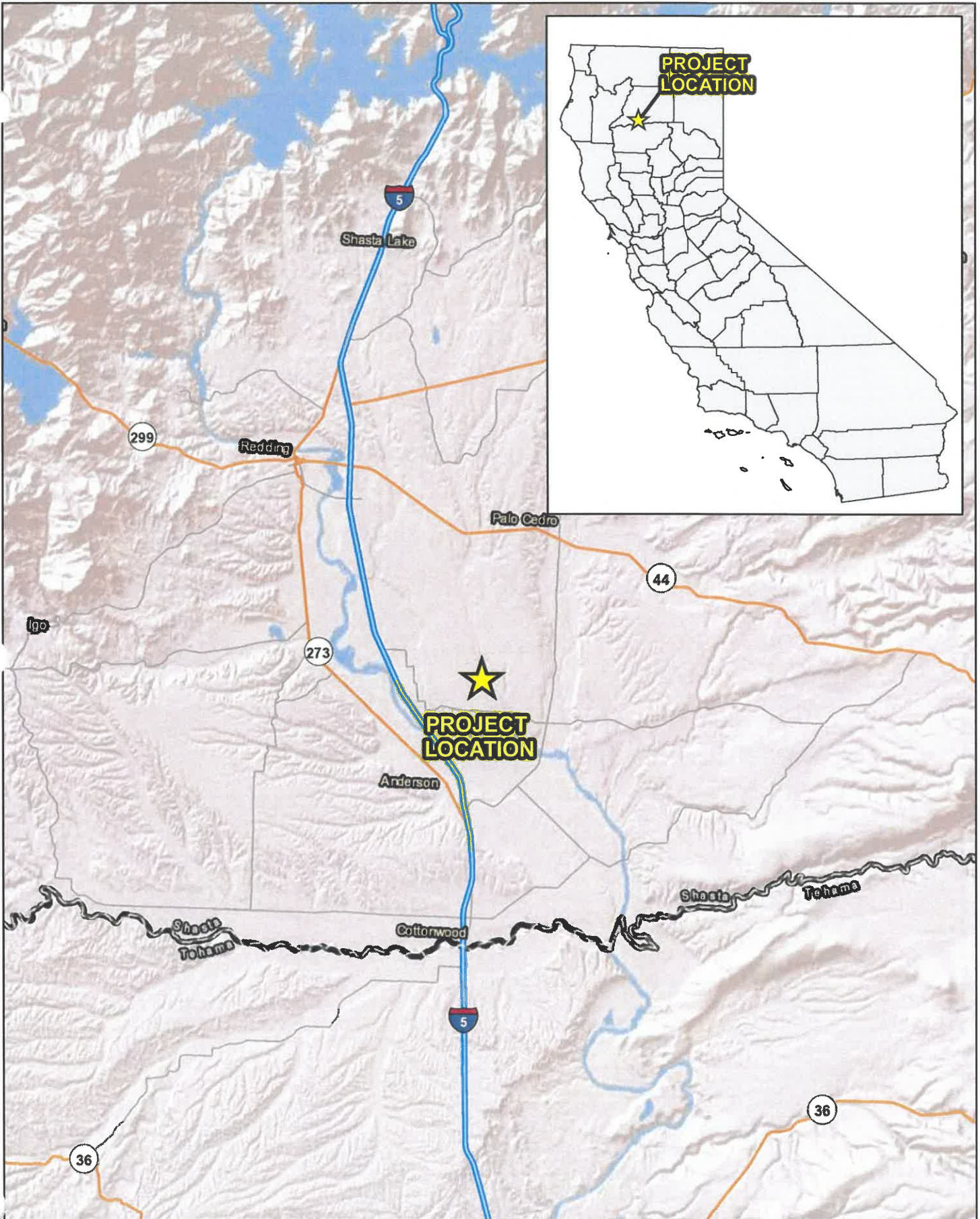
Thomas J. McGill, Ph.D.
Managing Director



Travis J. McGill
Director

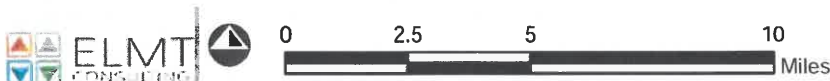
Attachments:

- A. *Project Exhibits*
- B. *Site Photographs*
- C. *Potentially Occurring Special-Status Biological Resources*
- D. *Regulations*

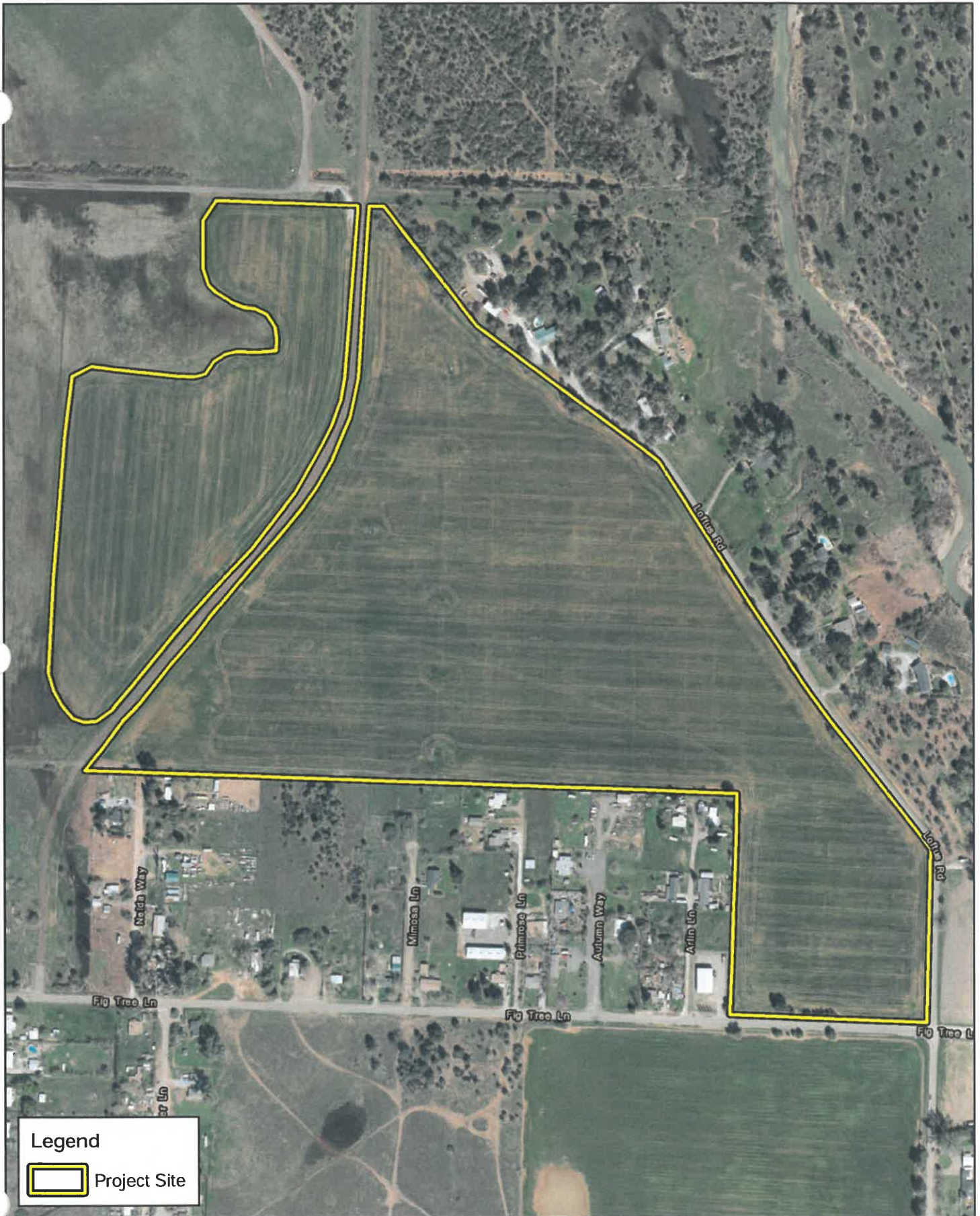


NCPA SOLAR PROJECT 1 - REDDING AIRPORT SITE
HABITAT AND JURISDICTIONAL ASSESSMENT

Regional Vicinity



Source: World Transportation, World Shaded Relief, Shasta County

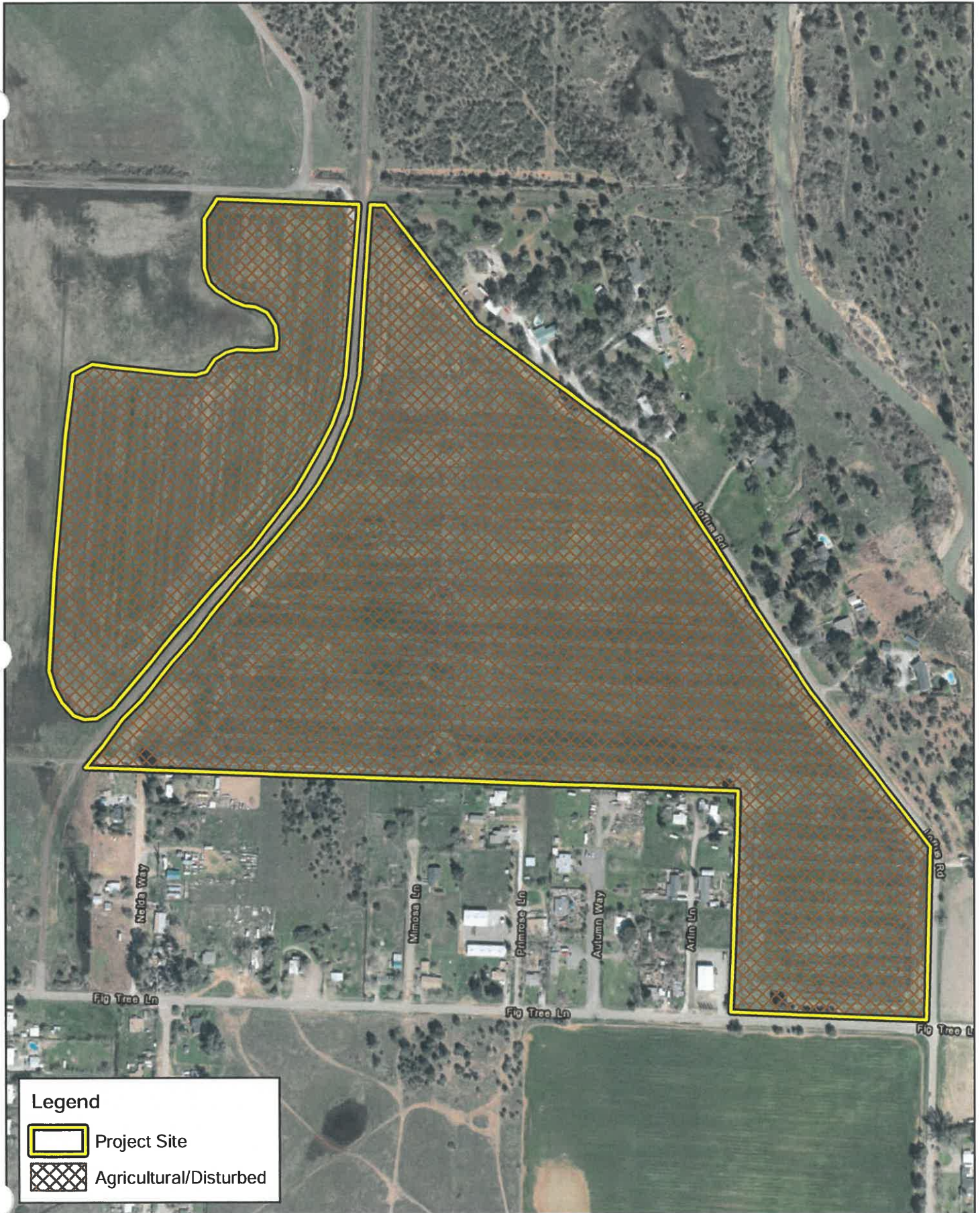


NCPA SOLAR PROJECT 1 - REDDING AIRPORT SITE
HABITAT AND JURISDICTIONAL ASSESSMENT

Project Site



Source: ESRI Aerial Imagery, World Transportation, Shasta County



NCPA SOLAR PROJECT 1 - REDDING AIRPORT SITE
HABITAT AND JURISDICTIONAL ASSESSMENT

Vegetation



Source: ESRI Aerial Imagery, World Transportation, Shasta County

Attachment B

Site Photographs



Photograph 3: From the middle of the eastern portion of the project site looking west.



Photograph 4: Looking at the northeast portion of the project site.



Photograph 7: From the southeast corner of the western boundary of the project site looking northwest.



Photograph 8: From the eastern boundary of the western portion of the project site looking west.

Attachment C

Potentially Occurring Special-Status Biological Resources

U.S. Fish and Wildlife Service (Fed) -

Federal

- END- Federal Endangered
- THR- Federal Threatened

California Department of Fish and Wildlife (CA) -

California

- END- California Endangered
- THR- California Threatened
- Candidate- Candidate for listing under the California Endangered Species Act
- FP- California Fully Protected
- SSC- Species of Special Concern
- WL- Watch List

California Native Plant Society (CNPS)

California Rare Plant Rank

- 1B Plants Rare, Threatened, or Endangered in California and Elsewhere
- 2B Plants Rare, Threatened, or Endangered in California, But More Common Elsewhere
- 3 Plants About Which More Information is Needed – A Review List

CNPS Threat Ranks

- 0.1- Seriously threatened in California
- 0.2- Moderately threatened in California
- 0.3- Not very threatened in California

Special status species are native species that have been afforded special legal or management protection because of concern for their continued existence. There are several categories of protection at both federal and state levels, depending on the magnitude of threat to continued existence and existing knowledge of population levels.

Federal Regulations

Endangered Species Act of 1973

As defined within the Federal Endangered Species Act (FESA) of 1973, an endangered species is any animal or plant listed by regulation as being in danger of extinction throughout all or a significant portion of its geographical range. A threatened species is any animal or plant that is likely to become endangered within the foreseeable future throughout all or a significant portion of its geographical range. Without a special permit, federal law prohibits the “take” of any individuals or habitat of federally listed species. Under Section 9 of the FESA, take is defined as “harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect or attempt to engage in any such conduct.” The term “harm” has been clarified to include “any act which actually kills or injures fish or wildlife, and emphasizes that such acts may include significant habitat modification or degradation that significantly impairs essential behavioral patterns of fish or wildlife.” The presence of any federally threatened or endangered species within a project area generally imposes severe constraints on development, particularly if development would result in “take” of the species or its habitat. Under the regulations of the FESA, the United States Fish and Wildlife Service (USFWS) may authorize “take” when it is incidental to, but not the purpose of, an otherwise lawful act.

Critical Habitat is designated for the survival and recovery of species listed as threatened or endangered under the ESA. Critical Habitat includes those areas occupied by the species, in which are found physical and biological features that are essential to the conservation of an FESA listed species and which may require special management considerations or protection. Critical Habitat may also include unoccupied habitat if it is determined that the unoccupied habitat is essential for the conservation of the species.

Whenever federal agencies authorize, fund, or carry out actions that may adversely modify or destroy Critical Habitat, they must consult with USFWS under Section 7 of the ESA. The designation of Critical Habitat does not affect private landowners, unless a project they are proposing uses federal funds, or requires federal authorization or permits (e.g., funding from the Federal Highway Administration or a permit from the U.S. Army Corps of Engineers (Corps)).

If the USFWS determines that Critical Habitat will be adversely modified or destroyed from a proposed action, the USFWS will develop reasonable and prudent alternatives in cooperation with the federal institution to ensure the purpose of the proposed action can be achieved without loss of Critical Habitat. If the action is not likely to adversely modify or destroy Critical Habitat, USFWS will include a statement in its biological opinion concerning any incidental take that may be authorized and specify terms and conditions to ensure the agency is in compliance with the opinion.

State-listed threatened and endangered species are protected under provisions of the CESA. Activities that may result in “take” of individuals (defined in CESA as; “hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill”) are regulated by CDFW. Habitat degradation or modification is not included in the definition of “take” under CESA. Nonetheless, CDFW has interpreted “take” to include the destruction of nesting, denning, or foraging habitat necessary to maintain a viable breeding population of protected species.

The State of California considers an endangered species as one whose prospects of survival and reproduction are in immediate jeopardy. A threatened species is considered as one present in such small numbers throughout its range that it is likely to become an endangered species in the near future in the absence of special protection or management. A rare species is one that is considered present in such small numbers throughout its range that it may become endangered if its present environment worsens. State threatened and endangered species are fully protected against take, as defined above.

CDFW has also produced a species of special concern list to serve as a species watch list. Species on this list are either of limited distribution or their habitats have been reduced substantially, such that a threat to their populations may be imminent. Species of special concern may receive special attention during environmental review, but they do not have formal statutory protection. At the federal level, USFWS also uses the label species of concern, as an informal term that refers to species which might be in need of concentrated conservation actions. As the Species of Concern designated by USFWS do not receive formal legal protection, the use of the term does not necessarily ensure that the species will be proposed for listing as a threatened or endangered species.

Fish and Game Code

Fish and Game Code Sections 3503, 3503.5, 3511, and 3513 are applicable to natural resource management. For example, Section 3503 of the Code makes it unlawful to destroy any birds’ nest or any birds’ eggs that are protected under the MBTA. Further, any birds in the orders Falconiformes or Strigiformes (Birds of Prey, such as hawks, eagles, and owls) are protected under Section 3503.5 of the Fish and Game Code which makes it unlawful to take, possess, or destroy their nest or eggs. A consultation with CDFW may be required prior to the removal of any bird of prey nest that may occur on a project site. Section 3511 of the Fish and Game Code lists fully protected bird species, where the CDFW is unable to authorize the issuance of permits or licenses to take these species. Pertinent species that are State fully protected by the State include golden eagle (*Aquila chrysaetos*) and white-tailed kite (*Elanus leucurus*). Section 3513 of the Fish and Game Code makes it unlawful to take or possess any migratory nongame bird as designated in the MBTA or any part of such migratory nongame bird except as provided by rules and regulations adopted by the Secretary of the Interior under provisions of the MBTA.

Native Plant Protection Act

Sections 1900–1913 of the Fish and Game Code were developed to preserve, protect, and enhance Rare and Endangered plants in the state of California. The act requires all state agencies to use their authority to carry out programs to conserve Endangered and Rare native plants. Provisions of the Native Plant Protection Act prohibit the taking of listed plants from the wild and require notification of the CDFW at

There are three key agencies that regulate activities within inland streams, wetlands, and riparian areas in California. The Corps Regulatory Branch regulates activities pursuant to Section 404 of the Federal Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act. Of the State agencies, the CDFG regulates activities under the Fish and Game Code Section 1600-1616, and the Regional Board regulates activities pursuant to Section 401 of the CWA and the California Porter-Cologne Water Quality Control Act.

Federal Regulations

Section 404 of the Clean Water Act

Since 1972, the Corps and U.S. Environmental Protection Agency (EPA) have jointly regulated the filling of “waters of the U.S.,” including wetlands, pursuant to Section 404 of the Clean Water Act (CWA). The Corps has regulatory authority over the discharge of dredged or fill material into the waters of the United States under Section 404 of the CWA. The Corps and EPA define “fill material” to include any “material placed in waters of the United States where the material has the effect of: (i) replacing any portion of a water of the United States with dry land; or (ii) changing the bottom elevation of any portion of the waters of the United States.” Examples include, but are not limited to, sand, rock, clay, construction debris, wood chips, and “materials used to create any structure or infrastructure in the waters of the United States.” In order to further define the scope of waters protected under the CWA, the Corps and EPA published the Clean Water Rule on June 29, 2015. Pursuant to the Clean Water Rule, the term “*waters of the United States*” is defined as follows:

- (i) All waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide.
- (ii) All interstate waters, including interstate wetlands¹.
- (iii) The territorial seas.
- (iv) All impoundments of waters otherwise defined as waters of the United States under the definition.
- (v) All tributaries² of waters identified in paragraphs (i) through (iii) mentioned above.
- (vi) All waters adjacent³ to a water identified in paragraphs (i) through (v) mentioned above, including wetlands, ponds, lakes, oxbows, impoundments, and similar waters.

¹ The term *wetlands* means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

² The terms *tributary* and *tributaries* each mean a water that contributes flow, either directly or through another water (including an impoundment identified in paragraph (iv) mentioned above), to a water identified in paragraphs (i) through (iii) mentioned above, that is characterized by the presence of the physical indicators of a bed and banks and an ordinary high water mark.

³ The term *adjacent* means bordering, contiguous, or neighboring a water identified in paragraphs (i) through (v) mentioned above, including waters separated by constructed dikes or barriers, natural river berms, beach dunes, and the like.

- (vii) Wastewater recycling structures constructed in dry land; detention and retention basins built for wastewater recycling; groundwater recharge basins; percolation ponds built for wastewater recycling; and water distributary structures built for wastewater recycling.

Section 401 of the Clean Water Act

Pursuant to Section 401 of the CWA, any applicant for a federal license or permit to conduct any activity which may result in any discharge to waters of the United States must provide certification from the State or Indian tribe in which the discharge originates. This certification provides for the protection of the physical, chemical, and biological integrity of waters, addresses impacts to water quality that may result from issuance of federal permits, and helps insure that federal actions will not violate water quality standards of the State or Indian tribe. In California, there are nine Regional Water Quality Control Boards (Regional Board) that issue or deny certification for discharges to waters of the United States and waters of the State, including wetlands, within their geographical jurisdiction. The State Water Resources Control Board assumed this responsibility when a project has the potential to result in the discharge to waters within multiple Regional Boards.

State Regulations

Fish and Game Code

Fish and Game Code Sections 1600 et. seq. establishes a fee-based process to ensure that projects conducted in and around lakes, rivers, or streams do not adversely impact fish and wildlife resources, or, when adverse impacts cannot be avoided, ensures that adequate mitigation and/or compensation is provided.

Fish and Game Code Section 1602 requires any person, state, or local governmental agency or public utility to notify the CDFW before beginning any activity that will do one or more of the following:

- (1) substantially obstruct or divert the natural flow of a river, stream, or lake;
- (2) substantially change or use any material from the bed, channel, or bank of a river, stream, or lake;
- or
- (3) deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it can pass into a river, stream, or lake.

Fish and Game Code Section 1602 applies to all perennial, intermittent, and ephemeral rivers, streams, and lakes in the State. CDFW's regulatory authority extends to include riparian habitat (including wetlands) supported by a river, stream, or lake regardless of the presence or absence of hydric soils and saturated soil conditions. Generally, the CDFW takes jurisdiction to the top of bank of the stream or to the outer limit of the adjacent riparian vegetation (outer drip line), whichever is greater. Notification is generally required for any project that will take place in or in the vicinity of a river, stream, lake, or their tributaries. This includes rivers or streams that flow at least periodically or permanently through a bed or channel with banks that support fish or other aquatic life and watercourses having a surface or subsurface flow that support or have supported riparian vegetation. A Section 1602 Streambed Alteration Agreement would be required if impacts to identified CDFW jurisdictional areas occur.

Appendix D
Cultural Resources Technical Report

EXECUTIVE SUMMARY

Anza Resource Consultants (Anza) was retained by K.S. Dunbar & Associates, Inc. to conduct a Phase I cultural resources study for the Northern California Power Agency (NCPA) Solar Project 1 – Redding Airport Project in the City of Redding, Shasta County, California. The Redding Airport Project site/area of potential effects is approximately 58 acres separated into three areas to accommodate an existing road and powerline. The project site is directly southeast of the Redding Airport and extends to the intersection of Fig Tree Lane and Loftus Road. The proposed project is subject to the California Environmental Quality Act (CEQA) with NCPA serving as lead agency. Because of its proximity to the airport, the project also requires permitting from the Federal Aviation Administration (FAA) and, therefore, must also comply with the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act.

This study includes definition of the project area of potential effects (APE), a cultural resources records search, Sacred Lands File search and Native American scoping, a pedestrian survey of the project site, and preparation of this technical report in compliance with the cultural resources requirements of CEQA, NEPA, and Section 106.

The cultural resource records search, Native American scoping, and pedestrian survey identified no cultural resources within or adjacent to the project APE. Anza recommends a finding of *no impact to historical resources* under CEQA and *no historic properties affected* under NEPA. No further cultural resources study is recommended; however, the following standard measures are recommended to avoid potential impacts from the unanticipated discovery of cultural resources during project related ground disturbing activities.

CULTURAL RESOURCES WORKER SENSITIVITY TRAINING

Prior to the start of construction, NCPA shall hold a pre-grading meeting. The Project Archaeologist shall attend the pre-grading meeting with NCPA's Project Administrator, Field Engineering Inspector and any contractors to conduct a Cultural Resources Worker Sensitivity Training for all construction personnel working on the proposed Project. The training shall include an overview of potential cultural resources that could be encountered during ground disturbing activities; the requirements of the monitoring program; the protocols that apply in the event inadvertent discoveries of cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated, and any other appropriate protocols.

UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES

If cultural resources are encountered during ground-disturbing activities, work in the immediate area must halt and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (National Park Service 1983) must be contacted immediately to evaluate the find. If the discovery proves to be significant under CEQA, additional work such as data recovery excavation may be warranted.

UNANTICIPATED DISCOVERY OF HUMAN REMAINS

The discovery of human remains is always a possibility during ground disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made a determination of origin and disposition

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1. INTRODUCTION

Anza Resource Consultants (Anza) was retained by K.S. Dunbar & Associates, Inc. to conduct a Phase I cultural resources study for the Northern California Power Agency (NCPA) Solar Project 1 – Redding Airport Project in the City of Redding, Shasta County, California (Figure 1). The proposed project is subject to the California Environmental Quality Act (CEQA) with NCPA serving as lead agency. Because of its proximity to the Redding Airport, the project also requires permitting from the Federal Aviation Administration (FAA) and, therefore, must also comply with the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (Section 106).

This study includes definition of the project area of potential effects (APE), a cultural resources records search, Sacred Lands File search and Native American scoping, a pedestrian survey of the project site, and preparation of this technical report in compliance with the cultural resources requirements of CEQA, NEPA, and Section 106. This report has been prepared following the *Archaeological Resources Management Report (ARMR): Recommended Content and Format* guidelines (California Office of Historic Preservation 1990).

1.1 PROJECT DESCRIPTION

The objective of the NCPA Solar Project 1 is to develop a fleet of photovoltaic (PV) solar power plants throughout participating member service territories to be completed and placed in service by the end of 2019. The plants will be managed by NCPA as a single project to be owned and operated by a third-party provider through a power purchase agreement (PPA). After the initial five to seven years of operation, NCPA plans to purchase the plants.

The Redding Airport Project proposes to construct a PV solar generation facility of 10.2 Megawatts alternating current or 13.5 Megawatts direct current on land owned by the City of Redding. The Redding Airport Project site is approximately 58 acres total, separated into three areas to accommodate an existing road and powerline, as well as avoid potential impacts to wetlands. The project site is directly southeast of the Redding Airport and extends to the intersection of Fig Tree Lane and Loftus Road, where the project site is accessible (Burns & McDonnell 2019).

1.2 REGULATORY SETTING

As noted above, the project is subject to CEQA with NCPA as lead agency, as well as NEPA and Section 106 because FAA permitting makes the project a federal undertaking. Compliance with the cultural resources requirements of CEQA and Section 106 are described below in Sections 1.2.1 and 1.2.2, respectively.

1.2.1 State

CEQA requires a lead agency determine whether a project may have a significant effect on historical resources (Public Resources Code [PRC], Section 21084.1). A historical resource is a resource listed in, or determined to be eligible for listing, in the California Register of Historical Resources (CRHR), a resource included in a local register of historical resources or any object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be historically significant (State CEQA Guidelines, Section 15064.5[a][1-3]).

Section 106 of the NHPA (16 United States Code [USC] 470f) requires federal agencies to take into account the effects of their undertakings on any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register of Historic Places (NRHP) and to afford the Advisory Council on Historic Preservation a reasonable opportunity to comment on such undertakings (36 CFR 800.1). Under Section 106, the significance of any adversely affected cultural resource is assessed and mitigation measures are proposed to reduce any impacts to an acceptable level. Significant cultural resources are those resources that are listed in or are eligible for listing in the NRHP per the criteria listed below (36 CFR 60.4). Cultural resources eligible for the NRHP are labeled as historic properties.

The quality of significance in American history, architecture, archaeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association and that:

- (a) Are associated with events that have made a significant contribution to the broad patterns of our history; or
- (b) Are associated with the lives of persons significant in our past; or
- (c) Embody the distinctive characteristics of a type, period, or method of installation, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- (d) Have yielded, or may be likely to yield, information important in prehistory or history.

1.3 AREA OF POTENTIAL EFFECTS

The area of potential effects (APE) of an undertaking is defined in 36 CFR 800.16(d) as the “geographic area or areas within which an undertaking may directly or indirectly cause changes in the character or use of historic properties if any such property exists.” The APE is three-dimensional (depth, length, width) and include all areas directly and indirectly affected by the proposed construction. The current undertaking is located in agricultural fields zoned by the City of Redding as Heavy Industrial. To the north, northwest, and west of the APE is the Redding Municipal Airport; to the northeast along Loftus Road are rural residences behind a row of oak trees, many set back behind additional rows of trees and closer to Stillwater Creek; to the southeast is a large auction house/flea market at the intersection of Loftus Road and Fig Tree Lane; and to the south and southwest are agricultural fields, residences, and some residential properties that appear to have commercial uses, too.

Effects would include construction phase direct effects including ground disturbance to an estimated depth of six to ten feet throughout the APE. The indirect APE includes adjacent or nearby properties that may be indirectly affected (e.g., visual change to historic district, vibrational impacts to unreinforced adobe structures) by the proposed undertaking. The project’s direct APE includes footings for the solar PV modules/racks and electrical generation-tie lines. Based on these requirements, the depth of the APE is expected at six to ten feet below the ground surface to account for rack mounts and trenching. Figure 1 displays the project APE for the current undertaking.

1.4 PERSONNEL

Anza Principal and Senior Cultural Resources Specialist Kevin Hunt requested the Sacred Lands File search, conducted the survey, and was the primary author of this report. Principal Investigator Katherine Collins, M.A., Registered Professional Archaeologist (RPA), coauthored this report and served as principal investigator for the study. Ms. Collins meets the Secretary of the Interior’s Professional Qualifications Standards for prehistoric and historic archaeology (National Park Service 1983). GIS Specialist Spencer Bietz prepared all maps and figures.

2. ENVIRONMENTAL SETTING

The project site is located in the northern terminus of California’s Central Valley. The City of Redding is generally bisected by the Sacramento River running south to north; however, in the vicinity of the project site the river runs from east to west approximately one mile south of the APE. Stillwater Creek is approximately 0.25 mile east of the project APE, which is located in the Stillwater Plains. The project APE is zoned Heavy Industrial and is also part of the “inner approach” to the Redding Airport. The elevation of the APE is approximately 480 feet (146 meters) above mean sea level and the APE is outside the flood zone of Stillwater Creek. The project site is currently vegetated in agricultural grasses with oak trees outside the APE along the east perimeter. Mixed residential/commercial uses are present to the south and east of the APE with the Redding Municipal Airport to the north and west (beyond additional grasses to the west).

Historically, the vicinity of the project APE possessed grassland communities, oak woodlands, and freshwater marshland and riparian vegetation close to Stillwater Creek and the Sacramento River. These environments provided suitable habitat for a variety of water and terrestrial birds, small, medium and large mammals, fish, reptiles and amphibians.

prevalent in this region (Moratto 1984:195). The Shasta Aspect is believed to represent the migration of Penutian-speaking Wintu people southward from Oregon into the region (Moratto 1984, Sundahl 1992).

3.2 ETHNOGRAPHIC OVERVIEW

The project site is located within the traditional tribal territory of the Wintu people. This territory occupied the upper Trinity, Sacramento, and McCloud river watersheds on the north, Cottonwood Creek on the south, Cow Creek on the east, and the South Fork of the Trinity River on the west in what are now portions of Trinity, Shasta, Siskiyou, and Tehama Counties (Kroeber 1925, LaPena 1978). The word Wintu generally means “people or person” in the Wintu language, which is a member of the Penutian language family (Mithun 1999).

Traditional Wintu social organization was centered on the family unit while the village served as the larger social, political, and economic organizing unit. Villages typically contained between four and several dozen conical bark houses with a population of 20 to 150 people. Each village was led by a chieftain who was selected among suitable male heirs and was expected to be well informed, a good singer and dancer. Within each village was commonly a semi-subterranean earth lodge which was used a men’s gathering place, a sweat lodge, a place for shamanistic initiation, and a sleeping place for single men. A domed brush shelter was used as a menstrual hut for women (LaPena 1978).

Subsistence strategies included hunting, fishing, and the gathering of plant resources. Hunting was conducted individually or communally. Communal hunts were by invitation and lasted about three days. Typical game included deer, brown and grizzly bear, small game such as rabbit, quail, and rodents and grasshoppers. Chinook salmon ran freely in the McCloud and Sacramento rivers and was fished in the spring and fall. Other edible fish included suckers, trout, and whitefish; mussels and clams were also harvested. Plant gathering was performed primarily by women but could also be done by a family or local group. The acorn was a dietary staple that was pounded into a meal, boiled as a soup, or baked into bread. Other plants consumed included Indian potatoes, calochortus, snake’s head, clover, miner’s lettuce, skunk bush berries, hazelnuts, wild grapes, and sunflower and cotton flower seeds. (LaPena 1978).

The Wintu use a wide variety of tools, implements, and enclosures in order to gather, collect, and process food resources. These included bows and arrows, spears, traps, nets, slings, and blinds for hunting land mammals and birds, and harpoons, hooks, salmon gigs, nets, and weirs for fish. Rafts were used to traverse streams. Woven tools, including seed beaters, burden baskets, rope, and carrying nets, as well as sharpened digging sticks, were used to collect plant resources. For processing food, many tools were used, including bedrock and portable mortars (predominantly basket hopper mortars) and pestles, stone knives, stone scrapers, and a variety of bone tools. The Wintu produced both closework and openwork twined baskets. Tobacco pipes were carved from wood. Water routes up and down the valleys were used during trading sessions and for regular visits to other tribes, mainly with the Shasta, Modoc, and Yana, as well as other Wintu groups. Clam shell money was often the medium of exchange, and the Wintu received *dentalia* shell, acorns, salt, and obsidian in exchange for salmon and clam disc money (LaPena 1978).

Early European contact with the Wintu people included the Jedediah Smith and Peter Ogden expeditions in 1826 and 1827. Later, Oregon fur trappers entered the area and introduced malaria that killed an estimated 75 percent of the indigenous population living in the upper and central Sacramento Valley between 1830 and 1833. The discovery of gold at Sutter’s Mill in 1849 further impacted the Wintu as miners and settlers entered their territory in greater numbers. Throughout the 1850s and 1860s, there were repeated clashes, resulting in the death of hundreds of Wintu. As a further consequence of non-native

(Hoover et al. 2002). The 1848 gold strike at Sutter’s Mill created “gold-fever” and Mr. Reading began searching for gold deposits on his land. His labors became successful when he struck gold at Clear Creek, five miles from its mouth, at what today is known as Reading’s Bar (Smith 1991). The Clear Creek gold strike set the stage for waves of migrants from all over the world to enter Shasta County to work the gold deposits. Once the gold rush ended, many stayed and turned their attention to farming, ranching, and logging (Smith 1991). As a result of the gold strike at Clear Creek, Shasta County became the hub of commercial activity for this part of California. All of this activity however, had a devastating effect on the local native population as their environment became polluted from mining and a systematic effort was put into place to dispossess them of their land and move them onto reservations.

3.3.2 City of Redding

The City of Redding was established in 1872 along the west bank of the Sacramento River, within the boundaries of Rancho Buenaventura. In addition to serving as the county seat since 1886, it was the first municipality in Shasta County, and served as a railhead during the construction of the railroad through the Sacramento River gorge to Portland, Oregon. The town was named after Benjamin Bernard Redding, the Southern Pacific Railroad’s general land agent and located on a spot previously known as Poverty Flat (Denger 2005). Since its inception, Redding has been a center of trade and transportation in the region (Hoover et al. 2002). Today, Redding is located at the junction of Interstate 5 (old Highway 99) and Highways 299 and 44, between the Cascades and the Trinity Alps. The City of Redding is California’s largest city north of Sacramento (Denger 2005).

3.3.3 Redding Municipal Airport

The Redding Municipal Airport is one of two airports in Redding, the other being the considerably smaller Benton Field that was established in 1929 (Denger 2005). Redding Municipal Airport was originally named Redding Airdrome and built in 1942 by the U.S. Army. It was later renamed Redding-Shasta Army Air Field. The original 1,120 acres of land for what would become Redding Municipal Airport was purchased jointly by the City of Redding and Shasta County under a grant from the Work Projects Administration (Denger 2005). An additional 320 acres was later acquired. After the U.S. Army’s use of the airfield during World War II, the City of Redding and Shasta County began work to take over the now-surplus facilities. To the north of the airport, the former Redding-Shasta Army Air Field Taxiway C and Bomb Storage Facility became a drag strip starting in the late 1940s (Denger 2005; Redding Dragstrip 2017). The Redding Dragstrip became officially sanctioned by the National Hot Rod Association (NHRA) in 1953 and today is the oldest continually operating NHRA-sanctioned drag strip in existence (Redding Dragstrip 2017).

| Report Number | Author | Year | Title | Proximity to Project APE |
|---------------|---|------|---|---|
| 003871 | Minor, Rick, Underwood, Jackson, Apple, Rebecca, Beckham, Stephen Dow, and Woods, Clyde | 2023 | Technical Report: Cultural Resources Survey for the US Sprint Fiber Optic Cable Project - Oroville, California to Eugene, Oregon | Outside |
| 004632 | Clewett, Ed | 2032 | Archaeological Investigation of the Proposed Redding Airport Expansion: New Terminal Building, Parking Ramp, and Industrial Park | Outside |
| 001497 | Jensen, Peter M. | 1997 | Archaeological Inventory Survey, c. 5-Acre Hawes River Acres, near Stillwater Creek, Shasta County, California | Outside |
| 004442 | Garr, Nancy | 1989 | VMP Rx 2-004SHU Hawes Vegetation Management Project Archaeological Review | Outside |
| 004442 | Jenkins, Richard C. | 2002 | CDF Project Review Report for Archaeological and Historical Resources for the Hawes VMP | Outside |
| 004658 | Nelson, Wendy J., Maureen Carpenter, and Kimberley L. Holanda | 2000 | Cultural Resources Survey for the Level (3) Communications Long Haul Fiber Optics Project: Segment WPO4: Sacramento to Redding | Outside |
| 006272 | Vaughan, Trudy | 2005 | Archaeological Reconnaissance for the Proposed Webber Parcel Split at 20990 Dersch Road, Anderson, Shasta County, California | Outside |
| 006935 | Corey, Christopher and Nancy E. Sikes | 2006 | Cultural Resources Survey for the Proposed Stillwater Business Park 115/kV Transmission Line Project, City of Redding, Shasta County, California | Adjacent between central and east sections of APE |
| 006935 | Martinez, Amanda | 2008 | Supplement Report on Cultural Resources Survey for the Proposed Stillwater Business Park 115/kV Transmission Line Project, City of Redding, Shasta County, California | Outside |
| 007225 | Manning, James P. | 1980 | Archaeological Reconnaissance of the Rhyne-Duggan Specific Plan, Shasta County, California | Outside |
| 007226 | Jensen, Peter M. | 1984 | Archaeological Reconnaissance of the Preferred Alternate Site, City of Redding's, Propsoed Stillwater Sewage Treatment Plant | Outside |
| 007226 | Vaughan, Trudy | 1990 | Archaeological Monitoring at the Stillwater Regional Wastewater Treatment Plant, Shasta County, California | Outside |
| 007227 | Jensen, Peter M. | 1985 | Archaeological Reconnaissance of Proposed Intersection Improvement on Airport Road and Dersch, Shasta County, California | Outside |
| 007229 | Jensen, Peter M. | 1991 | Archaeological Inventory Survey of K.O.H. Atlas' Proposed Subdivision of c.24 Acres Located South of the Redding Municipal Airport, Adjacent to Clover Creek, Shasta County, California | Outside |

Table 2. Previously Recorded Cultural Resources within One Mile of the Project APE

| Primary Number | Trinomial | Description | NRHP/CRHR Eligibility Status | Recorded Year (By Whom) | Relationship to Project APE |
|----------------|---------------|--|------------------------------|--|-----------------------------------|
| P-45-001768 | CA-SHA-001768 | Prehistoric sparse lithic artifact scatter | Insufficient information | 1989 (Garr); 2002 (Richard Jenkins) | Approximately 0.75 mile northeast |

Source: NEIC, April 2019

4.2 NATIVE AMERICAN SCOPING

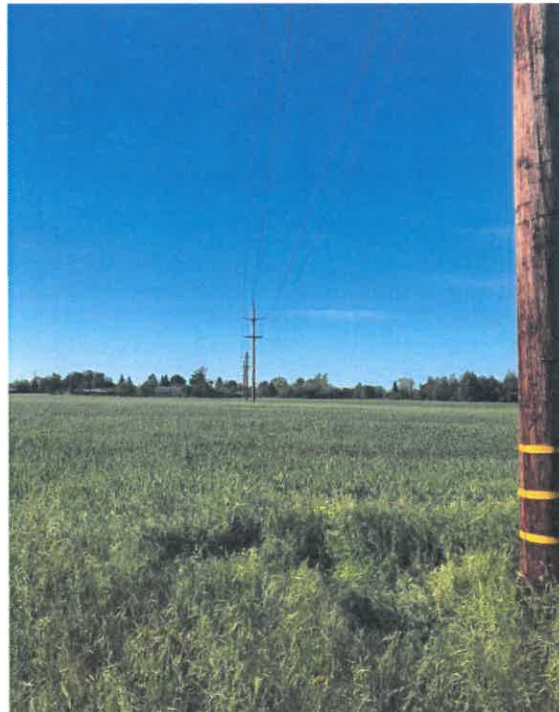
K.S. Dunbar & Associates, Inc. requested a review of the Sacred Lands File (SLF) by the Native American Heritage Commission. The NAHC sent a response on March 14, 2019, stating that a search of the SLF was completed with negative results (i.e., no sacred lands or resources important to Native Americans identified in the search; Appendix B). The NAHC provided a list of nine Native American contacts that may have knowledge regarding Native American cultural resources within or near the project site.

K.S. Dunbar & Associates, Inc. mailed letters and sent emails dated March 15, 2019, to the seven Native American contacts describing the project and asking if they had knowledge regarding cultural resources of Native American origin within or near the project site (Appendix B). As of April 30, 2019, no responses have been received.



1.

Photograph 1. Overview from southeast corner of APE, facing northwest.



Photograph 2. View of transmission line separating central and east portions of APE, facing south.

6. MANAGEMENT RECOMMENDATIONS

The cultural resource records search, Native American scoping, and pedestrian survey identified no cultural resources within or adjacent to the project APE. The cultural resource records search, Native American scoping, and pedestrian survey identified no cultural resources within or adjacent to the project site. Anza recommends a finding of *no impact to historical resources* under CEQA and *no historic properties affected* under NEPA. No further cultural resources study is recommended; however, the following standard measures are recommended to avoid potential impacts from the unanticipated discovery of cultural resources during project related ground disturbing activities.

6.1 CULTURAL RESOURCES WORKER SENSITIVITY TRAINING

Prior to the start of construction, NCPA shall hold a pre-grading meeting. The Project Archaeologist shall attend the pre-grading meeting with NCPA's Project Administrator, Field Engineering Inspector and any contractors to conduct a Cultural Resources Worker Sensitivity Training for all construction personnel working on the proposed project. The training shall include an overview of potential cultural resources that could be encountered during ground disturbing activities; the requirements of the monitoring program; the protocols that apply in the event inadvertent discoveries of cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated, and any other appropriate protocols.

6.2 UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES

If cultural resources are encountered during ground-disturbing activities, work in the immediate area must halt and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (National Park Service 1983) must be contacted immediately to evaluate the find. If the discovery proves to be significant under CEQA, additional work such as data recovery excavation may be warranted.

6.3 UNANTICIPATED DISCOVERY OF HUMAN REMAINS

The discovery of human remains is always a possibility during ground disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the county coroner must be notified immediately. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission, which will determine and notify a Most Likely Descendant. The Most Likely Descendant shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

Raven, Christopher

- 1984 “Northeastern California.” In *California Archaeology*, by Michael J. Moratto, with contributions by David A. Fredrickson, Christopher Raven, and Claude N. Warren, 431-470. Orlando, FL: Academic Press.

Redding Dragstrip

- 2017 “About the Historic Redding Dragstrip.” Electronic document accessed April 30, 2019. <https://www.reddingdragstrip.info/>.

Rosenthal, Jeffrey S., Gregory G. White, and Mark Q. Sutton

- 2007 “The Central Valley: A View from the Catbird’s Seat.” In *California Prehistory: Colonization, Culture, and Complexity*, edited by Terry L. Jones and Kathryn A. Klar. Lanham, MD: Altamira Press

Shumway, Burgess McK

- 1988 *California Ranchos*. Second Edition. The Borgo Press.

Smith, Dottie

- 1991 “Shasta County History.” *Shasta County History* website. Accessed April 22, 2019. <http://shastacountyhistory.net/index.php/2018/03/02/shasta-county-history/>.

Sundahl, Elaine

- 1992 “Cultural Patterns and Chronology in the Northern Sacramento River Drainage.” In *Proceedings of the Society for California Archaeology 5*, edited by M.D. Rosen, L.E. Christenson, and D. Laylander, 89-112. San Diego, CA: Society for California Archaeology.

White, Phillip

- 2019 “California Indians and Their Reservations: An Online Dictionary.” *San Diego State American Indian Studies* website. Accessed April 22, 2019. <https://libguides.sdsu.edu/c.php?g=494769&p=3385637>.

Northeast Center of the
California Historical Resources
Information System

BUTTE
GLENN
LASSEN
MODOC
PLUMAS
SHASTA

SIERRA
SISKIYOU
SUTTER
TEHAMA
TRINITY

123 West 6th Street, Suite 100
Chico CA 95928
Phone (530) 898-6256
neinfocntr@csuchico.edu

April 30, 2019

Anza Resource Consultants
603 Seagaze Drive, #1018
Oceanside, CA 92054
Attn.: Mr. Kevin Hunt

**I.C. File # D19-59
Priority Records Search**

RE: NCPA Redding Airport Solar PV Project
T31N, R4W, Sections 35 & 36 MDBM
USGS Cottonwood 7.5' and Anderson (1947) 15' quads
67.53 acres (Shasta County)

Dear Mr. Hunt,

In response to your request, a priority records search for the project cited above was conducted by examining the official maps and records for archaeological sites and surveys in Shasta County. Please note, the search includes a 1-mile radius surrounding the project area, per your request.

RESULTS:

Prehistoric Resources: According to our records, no sites of this type have been recorded within or adjacent to the project area. However, one site of this type has been recorded in the 1-mile project vicinity. Site CA-SHA-1768 consists of a lithic scatter. This site location is plotted on the enclosed NEIC-generated map. A Resource List, Resource Details, a spreadsheet, and copy of the site record are included. The project is located in a region utilized by the *Stillwater* subgroup of Wintu populations. Unrecorded prehistoric cultural resources may be located within the project area.

**Appendix B:
Native American Scoping**

**Native American Heritage Commission
Native American Contact List
Shasta County
3/14/2019**

**Greenville Rancheria of Maidu
Indians**

Kyle Self, Chairperson
P.O. Box 279 Maidu
Greenville, CA, 95947
Phone: (530) 284 - 7990
Fax: (530) 284-6612
kself@greenvillerrancheria.com

Nor-Rel-Muk Nation

John Hayward, Chairperson
P.O. Box 1967 Wintu
Weaverville, CA, 96093
Phone: (530) 410 - 1125
norermuk@com-pair.net

**Paskenta Band of Nomlaki
Indians**

Andrew Alejandro, Chairperson
P.O. Box 709 Nomlaki
Corning, CA, 96021 Wintun
Phone: (530) 528 - 3538
Fax: (530) 528-3595
office@paskenta.org

**Quartz Valley Indian
Community**

Frieda Bennett, Chairperson
13601 Quartz Valley Road Karuk
Fort Jones, CA, 96032 Klamath
Phone: (530) 468 - 5907 Shasta
Fax: (530) 468-5908
frieda.bennett@qvir-nsn.gov

Redding Rancheria

Jack Potter, Chairperson
2000 Redding Rancheria Road Pit River
Redding, CA, 96001 Wintu
Phone: (530) 225 - 8979 Yana
Fax: (530) 241-1879
melodieh@redding-rancheria.com

Shasta Indian Nation

Sami Jo Difuntorum, Cultural
Resource Coordinator
P.O. Box 634 Shasta
Newport, OR, 97365-0045
Phone: (530) 643 - 2463

Shasta Nation

Roy Hall, Chairperson
10808 Quartz Valley Road Shasta
Fort Jones, CA, 96032
Phone: (530) 468 - 2314

Winnemem Wintu Tribe

Caleen Sisk, Chief
14840 Bear Mountain Road Wintu
Redding, CA, 96003
winnememwintutribe@gmail.com

**Wintu Tribe of Northern
California**

Wade McMaster, Chairperson
P.O. Box 995 Wintu
Shasta Lake, CA, 96019
Phone: (530) 605 - 1726
wintu.tribe@gmail.com

This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resource Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources assessment for the proposed NCPA Solar Project 1 - Redding Airport, Shasta County.

Northern California Power Agency

651 Commerce Drive
Roseville, California 95678



AB 52 Tribal Consultation Notification

Date: March 14, 2019
To: Caleen Sisk, Chief
Tribe: Winnemem Wintu Tribe
Subject: Notification for Tribal Consultation
Project Name: NCPA Solar Project 1 – Redding Airport
Lead Agency: Northern California Power Agency

Introduction:

The Northern California Power Agency (NCPA) is proposing the NCPA Solar Project 1 – Redding Airport Project which may be located in a geographical area that is traditionally and culturally affiliated with the Winnemem Wintu Tribe.

Request for Consultation:

California law under Assembly Bill 52 (Public Resources Code §21080.3.1) now allows California Native American tribes 30 days to request consultation regarding possible significant effects that implementation of the proposed project may have on tribal cultural resources. This request must be in writing to NCPA and identify a lead contact person. NCPA will begin the consultation process within 30 days of receiving the tribes request for consultation. The consultation may include discussion concerning the type of environmental review necessary for the project, the significance of tribal cultural resources discovered, the significance of the project's impacts on tribal cultural resources, and, if necessary, project alternatives or appropriate measures for preservation or mitigation that the tribe may recommend.

The consultation does not limit the ability of the tribe to submit information to NCPA regarding the significance of the tribal resources, the significance of the project's impact on tribal cultural resources, or any measures the tribe feels are appropriate to mitigate the potential impacts. If you wish to informally submit information, written comments may be sent to:

Keith S. Dunbar, P.E., BCEE, Hon.D.WRE., F. ASCE
K.S. Dunbar & Associates, Inc.
Environmental Engineering
45375 Vista Del Mar
Temecula, California 92590-4314
(951) 699-2082
E-Mail: ksddpe67@gmail.com

Confidential information transmitted electronically cannot be ensured. NCPA recommends that transmittal of confidential information, such as the specific location of a cultural resource, is done by formal letter, in person, or over the telephone, the tribes request to consult on the above-named project must be received no later than 30 days from the date of this notification.

Overview of the Proposed Project

The objective of the NCPA Solar Project 1 is to develop a fleet of Photovoltaic (PV) Solar Power Plants throughout participating member service territories to be completed and placed in service by the end of 2019. The plants will be managed by the Northern California Power Agency (NCPA) as a single project to be owned and operated by a third-party provider through a power purchase agreement (PPA). After the initial 5 – 7 years of operation, NCPA plans to purchase the plants.

The project will be executed in three phases:

- ❖ Phase 1 – Determine member interest and requirements and identify potential sites.
- ❖ Phase 2 – Site selection and screening, plan development and selection of a third-party provider to fulfill design, construction and operation through a PPA.
- ❖ Phase 3 – Construction and operation per the PPA.

NCPA has now completed Phase 1 and the site selection and screening portion of Phase 2. Burns & McDonnell was retained by NCPA to complete Phase 2 Site Screening, Plan Development, and Procurement services for each site selected by the member agencies. The City of Redding selected a site at the Redding Municipal Airport. That site is the subject of this Notification.

The Project site consists of two parcels owned by the City of Redding. As shown on Figure 1, they are located directly southeast of the Redding Municipal Airport. The site which totals approximately 100 acres is bordered on the south and east by residential development and on the north and west by open space. Due to constraints, e.g., potential wetland, existing dirt road and transmission lines, approximately 58.3 acres of this site is developable for a solar array. Based on an estimate of 6 acres of land needed per MW, this site would accommodate a 9.7 MW facility.

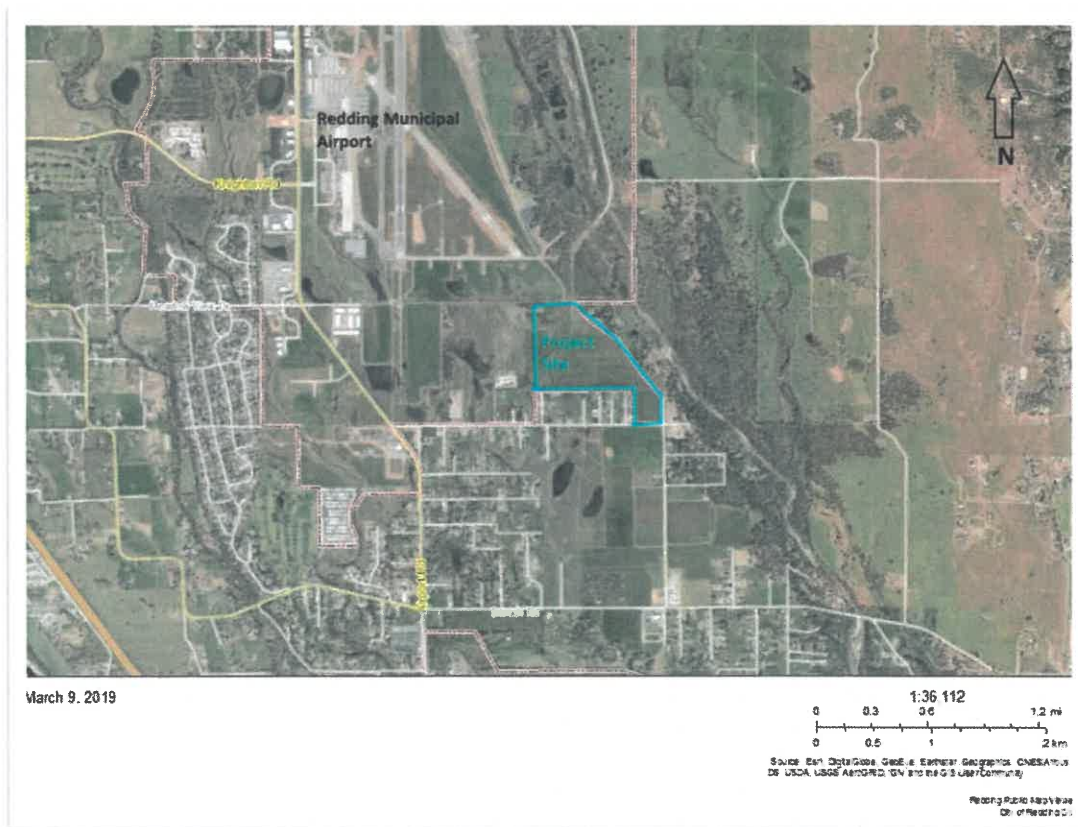


Figure 1 Redding Municipal Airport Project Site

Northern California Power Agency

651 Commerce Drive
Roseville, California 95678



AB 52 Tribal Consultation Notification

Date: March 14, 2019
To: Jack Potter, Chairman
Tribe: Redding Rancheria
Subject: Notification for Tribal Consultation
Project Name: NCPA Solar Project 1 – Redding Airport
Lead Agency: Northern California Power Agency

Introduction:

The Northern California Power Agency (NCPA) is proposing the NCPA Solar Project 1 – Redding Airport Project which may be located in a geographical area that is traditionally and culturally affiliated with the Redding Rancheria.

Request for Consultation:

California law under Assembly Bill 52 (Public Resources Code §21080.3.1) now allows California Native American tribes 30 days to request consultation regarding possible significant effects that implementation of the proposed project may have on tribal cultural resources. This request must be in writing to NCPA and identify a lead contact person. NCPA will begin the consultation process within 30 days of receiving the tribes request for consultation. The consultation may include discussion concerning the type of environmental review necessary for the project, the significance of tribal cultural resources discovered, the significance of the project's impacts on tribal cultural resources, and, if necessary, project alternatives or appropriate measures for preservation or mitigation that the tribe may recommend.

The consultation does not limit the ability of the tribe to submit information to NCPA regarding the significance of the tribal resources, the significance of the project's impact on tribal cultural resources, or any measures the tribe feels are appropriate to mitigate the potential impacts. If you wish to informally submit information, written comments may be sent to:

Keith S. Dunbar, P.E., BCEE, Hon.D.WRE., F. ASCE
K.S. Dunbar & Associates, Inc.
Environmental Engineering
45375 Vista Del Mar
Temecula, California 92590-4314
(951) 699-2082
E-Mail: ksddpe67@gmail.com

Confidential information transmitted electronically cannot be ensured. NCPA recommends that transmittal of confidential information, such as the specific location of a cultural resource, is done by formal letter, in person, or over the telephone, the tribes request to consult on the above-named project must be received no later than 30 days from the date of this notification.

Overview of the Proposed Project

The objective of the NCPA Solar Project 1 is to develop a fleet of Photovoltaic (PV) Solar Power Plants throughout participating member service territories to be completed and placed in service by the end of 2019. The plants will be managed by the Northern California Power Agency (NCPA) as a single project to be owned and operated by a third-party provider through a power purchase agreement (PPA). After the initial 5 – 7 years of operation, NCPA plans to purchase the plants.

The project will be executed in three phases:

- ❖ Phase 1 – Determine member interest and requirements and identify potential sites.
- ❖ Phase 2 – Site selection and screening, plan development and selection of a third-party provider to fulfill design, construction and operation through a PPA.
- ❖ Phase 3 – Construction and operation per the PPA.

NCPA has now completed Phase 1 and the site selection and screening portion of Phase 2. Burns & McDonnell was retained by NCPA to complete Phase 2 Site Screening, Plan Development, and Procurement services for each site selected by the member agencies. The City of Redding selected a site at the Redding Municipal Airport. That site is the subject of this Notification.

The Project site consists of two parcels owned by the City of Redding. As shown on Figure 1, they are located directly southeast of the Redding Municipal Airport. The site which totals approximately 100 acres is bordered on the south and east by residential development and on the north and west by open space. Due to constraints, e.g., potential wetland, existing dirt road and transmission lines, approximately 58.3 acres of this site is developable for a solar array. Based on an estimate of 6 acres of land needed per MW, this site would accommodate a 9.7 MW facility.

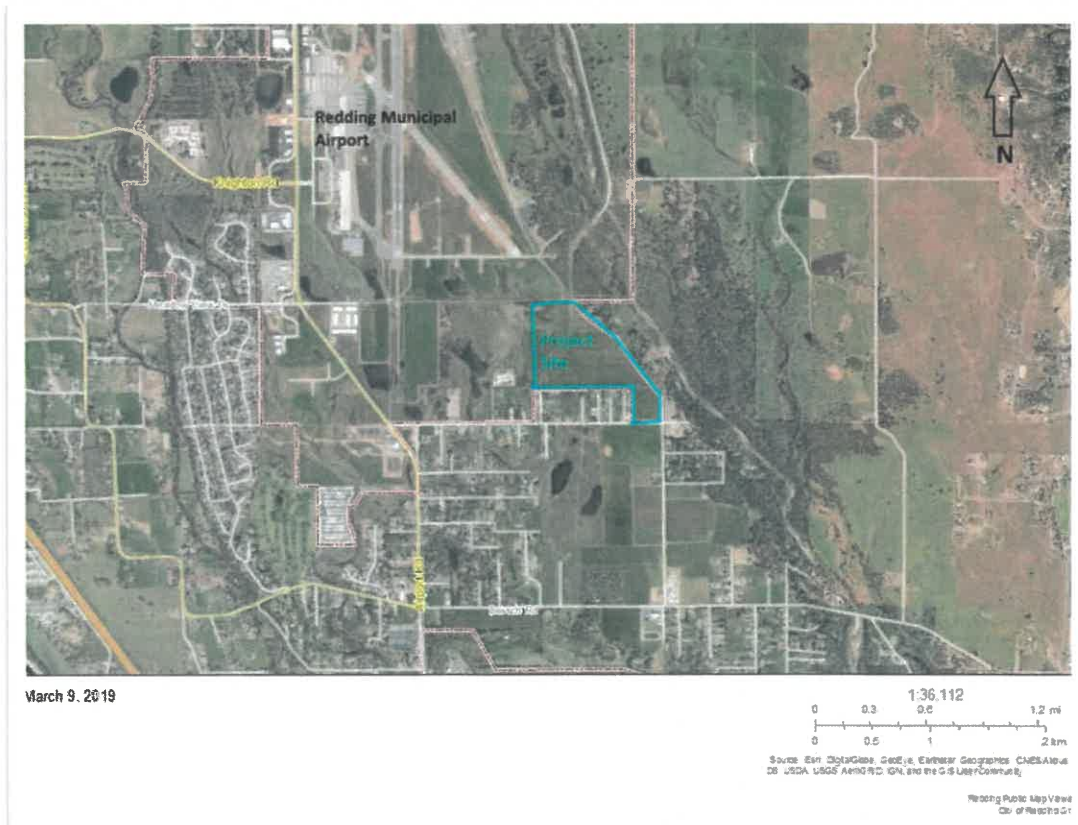


Figure 1 Redding Municipal Airport Project Site

Appendix F

MMRP

Mitigation Monitoring and Reporting Program

NCPA Solar Project 1 – Redding Airport Site

The California Environmental Quality Act (CEQA) requires that when a public agency completes an environmental document which includes measures to mitigate or avoid significant environmental effects, the public agency must adopt a reporting or monitoring program. This requirement ensures that environmental impacts found to be significant will be mitigated. The reporting or monitoring program must be designed to ensure compliance during project implementation (Public Resources Code Section 21081.6).

In compliance with Public Resources Code Section 21081.6, the following MITIGATION MONITORING AND REPORTING CHECKLIST has been prepared for the NCPA Solar Project 1 – Redding Airport Site. This Mitigation Monitoring and Reporting Checklist is intended to provide verification that all applicable Conditions of Approval relative to significant environmental impacts are monitored and reported. Monitoring will include: 1) verification that each mitigation measure has been implemented, 2) recordation of the actions taken to implement each mitigation, and 3) retention of records in the NCPA Solar Project 1 – Redding Airport Site project file.

This Mitigation Monitoring and Reporting Program delineates responsibilities for monitoring the Project, but also allows the Northern California Power Agency (NCPA) flexibility and discretion in determining how best to monitor implementation. Monitoring procedures will vary according to the type of mitigation measure. Adequate monitoring consists of demonstrating that monitoring procedures took place and that mitigation measures were implemented.

Reporting consists of establishing a record that a mitigation measure is being implemented and generally involves the following steps:

- ❖ NCPA distributes reporting forms to the appropriate persons for verification of compliance.
- ❖ Departments/agencies with reporting responsibilities will review the Environmental Impact Report or Initial Study and Mitigated Negative Declaration, which provides general background information on the reasons for including specified mitigation measures.
- ❖ Problems or exceptions to compliance will be addressed to NCPA as appropriate.
- ❖ Periodic meetings may be held during project implementation to report on compliance of mitigation measures.
- ❖ Responsible parties provide NCPA with verification that monitoring has been conducted and ensure, as applicable, that mitigation measures have been implemented. Monitoring compliance may be documented through existing review and approval programs such as field inspection reports and plan review.
- ❖ NCPA or Applicant prepares a reporting form periodically during the construction phase and an annual reporting summarizing all project mitigation monitoring efforts.
- ❖ Appropriate mitigation measures will be included in construction documents and/or conditions of permits/approvals.

Minor changes to the Mitigation Monitoring and Reporting Program, if required, would be made in accordance with CEQA and would be permitted after further review and approval by NCPA. Such changes could include reassignment of monitoring and reporting responsibilities, program redesign to make any appropriate improvements, and/or modification, substitution or deletion of mitigation measures subject to conditions described in CEQA Guidelines Section 15162. No change will be permitted unless the Mitigation Monitoring and Reporting Program continues to satisfy the requirements of Public Resources Code Section 21081.6.

Mitigation Monitoring and Reporting Program Checklist

| Mitigation Measure | Monitoring Process | Monitoring Timing | Responsible Person(s) | Date Completed |
|--|--------------------|------------------------|-----------------------|------------------|
| <p>Fueled Commercial Motor Vehicle Idling and other applicable laws.</p> <ul style="list-style-type: none"> ❖ Spread soil binders on site, where appropriate. ❖ Water active construction sites at least twice daily. ❖ Sweep all streets at the end of the day if visible soil materials are carried onto adjacent public paved roads (recommend water sweeper with reclaimed water). ❖ All grading operations shall be suspended when winds (as instantaneous gusts) exceed 20 miles per hour as directed by the Northern Sierra AQMD. ❖ If necessary, wash off trucks leaving the site. ❖ Cover all trucks hauling dirt, sand, soil, or other loose materials, or maintain at least two feet of freeboard in accordance with the requirements of California Vehicle Code (CVC) Section 23114. | | | | |
| Biological Resources | | | | |
| Standard Construction Practices/Design Features | | | | |
| <p>NCPA's contract documents for this project will include the following:</p> <ul style="list-style-type: none"> ❖ If construction occurs between February 1st and August 31st, a pre-construction clearance survey for nesting birds shall be conducted within three (3) days of the start of any vegetation removal or ground disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey should document a negative survey with a brief letter report indicating that no impacts to active avian nests will occur. If an active avian nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a no-disturbance buffer. The size of the no-disturbance buffer (generally 300 feet for migratory and non-migratory song birds and 500 feet for raptors and special-status species) will be determined by the wildlife biologist, in coordination with the CDFW, and will depend on the level of noise and/or surrounding disturbances, line of sight between the nest and the construction activity, ambient noise, and topographical barriers. These factors will be evaluated on a case-by-case basis when developing buffer distances. Limits of construction to avoid an active nest will be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel will be instructed on the sensitivity of nest areas. A biological monitor should be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Once the young have fledged and left the nest, or the nest otherwise becomes | Project Records. | Prior To Construction. | Project Manager. | By: Date: |

Mitigation Monitoring and Reporting Program Checklist

| Mitigation Measure | Monitoring Process | Monitoring Timing | Responsible Person(s) | Date Completed |
|--|--------------------|------------------------|-----------------------|----------------|
| Geology and Soils | | | | |
| Standard Construction Practices/Design Features | | | | |
| <p>NCPA's contract documents for this project will include the following:</p> <ul style="list-style-type: none"> ❖ In the unlikely event that potentially significant paleontological materials (e.g., fossils) are encountered during construction of the project, all work shall be halted in the vicinity of the paleontological discovery until a qualified paleontologist can visit the site of discovery, assess the significance of the paleontological resource, and provide proper management recommendations. If the discovery proves to be significant, additional work, such as data recovery excavation, may be warranted. The treatment and disposition of paleontological material that might be discovered during excavation shall be in accordance with applicable laws and regulations. | Project Records | Prior to Construction | Project Manager | By: Date: |
| Hazards and Hazardous Materials | | | | |
| Standard Construction Practices/Design Features | | | | |
| <p>NCPA's contract documents for this project will include the following:</p> <ul style="list-style-type: none"> ❖ During project construction, the construction contractor shall implement the following measures to address the potential environmental constraints associated with the presence of hazardous materials at the project sites to the satisfaction of NCPA: <ul style="list-style-type: none"> ✓ The contractor shall prepare a Health and Safety Plan in compliance with the requirements of Chapter 6.95, Division 20 of the Health and Safety Code (§25500 – 25532). The plan shall include measures to be taken in the event of an accidental spill. ✓ The contractor shall enforce strict on-site handling rules to keep construction and maintenance materials out of receiving waters and storm drains. In addition, the contractor shall store all reserve fuel supplies only within the confines of designated construction staging areas; refuel equipment only with the designated construction staging areas; and regularly inspect all construction equipment for leaks. ✓ The construction staging area shall be designed to contain contaminants such as oil, grease, and fuel products to ensure that they do not drain towards receiving waters or storm drain inlets. | Project Records. | Prior To Construction. | Project Manager. | By: Date: |
| Hydrology and Water Quality | | | | |
| Standard Construction Practices/Design Features | | | | |
| <p>All site grading and excavation activities associated with the construction of the Project facilities would be subject to the provisions of the National Pollutant Discharge Elimination System (NPDES) Construction Permit for Storm Water Discharges Associated with Construction</p> | Project Records. | Prior To Construction. | Project Manager. | By: Date: |



Commission Staff Report

July 17, 2019

COMMISSION MEETING DATE: July 26, 2019

SUBJECT: Amendment No. 1 to the San Jose Clean Energy Services Agreement

AGENDA CATEGORY: Discussion/Action

| | | |
|--------------------|-----------------------|-----------------------------------|
| FROM: | Tony Zimmer <i>TZ</i> | METHOD OF SELECTION: |
| | AGM, Power Management | N/A |
| Division: | Power Management | <i>If other, please describe:</i> |
| Department: | Power Management | |

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:

NCPA staff recommends that the Commission adopt a resolution approving Amendment No. 1 to the Services Agreement, and authorize the General Manager of NCPA to execute Amendment No. 1 to the Services Agreement, on behalf of NCPA, including any non-substantive modifications to Amendment No. 1 to the Services Agreement approved by NCPA's General Counsel.

BACKGROUND:

Northern California Power Agency (NCPA) has entered into a Services Agreement with the City of San José, dated as of May 7, 2018 (Services Agreement), pursuant to which NCPA supplies a variety of wholesale energy market services to San Jose Clean Energy (SJCE). As further described in Section 4.2.9 of the Services Agreement, SJCE is required to register as a Scheduling Coordinator and establish a Scheduling Coordinator account on or prior to March 31, 2019. Upon completing such registration, SJCE is required to transfer the content of its portfolio to its own Scheduling Coordinator account, and would then assign certain scheduling and settlement duties and responsibilities to NCPA, acting as SJCE's Scheduling Agent from that time forward.

DISCUSSION:

Since the effective date of the Services Agreement, SJCE has actively worked to complete its registration as a Scheduling Coordinator. Notwithstanding such effort, SJCE did not complete the process of registering as its own Scheduling Coordinator on or prior to the March 31, 2019 date stated in Section 4.2.9 of the Services Agreement. To provide SJCE additional time to complete its duty to register as a Scheduling Coordinator, NCPA and SJCE staff have developed an amendment to the Services Agreement (Amendment No. 1) that will extend the deadline upon which SJCE is required to register as a Scheduling Coordinator to March 31, 2020.

Attached for your reference is Amendment No. 1 to the Services Agreement.


FISCAL IMPACT:

NCPA's administrative costs for development of Amendment No. 1 to the Services Agreement will be allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

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 (2):

- Resolution 19-58
- Amendment No. 1 to the Services Agreement

SR: 181:19

RESOLUTION 19-58

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
AMENDMENT NO. 1 TO THE SAN JOSE CLEAN ENERGY SERVICES AGREEMENT**

(reference Staff Report #181:19)

WHEREAS, Northern California Power Agency (NCPA) has entered into a Services Agreement with the City of San José, dated as of May 7, 2018 (Services Agreement), pursuant to which NCPA supplies a variety of wholesale energy market services to San Jose Clean Energy (SJCE); and

WHEREAS, as further described in Section 4.2.9 of the Services Agreement, SJCE is required to register as a Scheduling Coordinator and establish a Scheduling Coordinator account on or prior to March 31, 2019; and

WHEREAS, upon completing such registration, SJCE is required to transfer the content of its portfolio to its own Scheduling Coordinator account, and would then assign certain scheduling and settlement duties and responsibilities to NCPA, acting as SJCE's Scheduling Agent from that time forward; and

WHEREAS, since the effective date of the Services Agreement, SJCE has actively worked to complete its registration as a Scheduling Coordinator; and

WHEREAS, notwithstanding such effort, SJCE did not complete the process of registering as its own Scheduling Coordinator on or prior to the March 31, 2019 date stated in Section 4.2.9 of the Services Agreement; and

WHEREAS, to provide SJCE additional time to complete its duty to register as a Scheduling Coordinator, NCPA and SJCE staff have developed an amendment to the Services Agreement (Amendment No. 1) that will extend the deadline upon which SJCE is required to register as a Scheduling Coordinator to March 31, 2020; 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 adopts and approves Amendment No. 1 to the Services Agreement, and authorizes the General Manager of NCPA to execute Amendment No. 1 to the Services Agreement, on behalf of NCPA, including any non-substantive modifications to Amendment No. 1 to the Services Agreement approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2019 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 | _____ | _____ | _____ |

ROGER FRITH
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY

**Services Agreement
Between
Northern California Power Agency
and
City of San José**

AMENDMENT NO. 1

This Amendment No. 1 (“Amendment No. 1”) to the Services Agreement between the Northern California Power Agency, a joint powers agency of the State of California (“NCPA”), and the City of San José, a municipal corporation (“Customer”), each individually a “Party” and collectively the “Parties”, dated as of May 7, 2018 (the “Services Agreement”) is made this ___ day of _____, 20__ with reference to the following facts, among others:

- A. Pursuant to the terms and conditions of the Services Agreement, NCPA supplies certain Services to Customer.
- B. Pursuant to Section 4.2.9 of the Services Agreement, Customer has a duty to register as a Scheduling Coordinator and establish a Scheduling Coordinator account (commonly referred to as “SCID”) to which the content of Customer’s portfolio (including, but not limited to, loads, generation, trades, and/or other scheduled CAISO products) shall be transferred and/or migrated on or prior to March 31, 2019, whereby upon completing such transfer and/or migration Customer shall act as its own Scheduling Coordinator, and shall assign certain scheduling and settlement duties and responsibilities to NCPA, acting as Customer’s Scheduling Agent.
- C. Since the Effective Date of the Services Agreement, Customer has actively worked to complete its registration as a Scheduling Coordinator, but has not completed such process on or prior to the March 31, 2019 date stated in Section 4.2.9 of the Services Agreement.
- D. The Parties desire to amend the Services Agreement to enable Customer additional time to complete its duty to register as a Scheduling Coordinator.

NOW THEREFORE, THE PARTIES AGREE as follows:

- 1. Section 4.2.9 is deleted in its entirety and replaced with the following:

4.2.9 Customer shall register as a Scheduling Coordinator and establish a Scheduling Coordinator account (commonly referred to as “SCID”) to which the content of Customer’s portfolio (including, but not limited to, loads, generation, trades, and/or other scheduled CAISO products) shall be transferred and/or migrated on or prior to March 31, 2020, whereby upon completing such transfer and/or migration Customer

shall act as its own Scheduling Coordinator, and shall assign certain scheduling and settlement duties and responsibilities to NCPA, acting as Customer's Scheduling Agent.

2. Section 1 of Appendix A (Scheduling Services), the first and second sentence is deleted in its entirety and replaced with the following:

As of the Effective Date of this Agreement, NCPA shall act as Customer's Scheduling Coordinator until the earlier of either: (i) the date on which Customer has completed the process of transferring and/or migrating the content of its portfolio (including, but not limited to, loads, generation, trades, and/or other scheduled CAISO products) from a Scheduling Coordinator account (commonly referred to as "SCID") registered by NCPA, to a Scheduling Coordinator account registered by Customer, or (ii) March 31, 2020. At such time, Customer shall then act as its own Scheduling Coordinator, and shall assign certain scheduling and settlement duties and responsibilities to NCPA, acting as Customer's Scheduling Agent, as further described in Appendix A hereto; provided, however, if Customer has not completed the process of transferring and/or migrating the content of its portfolio to a Scheduling Coordinator account registered by Customer on or prior to March 31, 2020, NCPA shall have the right, but not the obligation, to terminate this Agreement, as set forth in Section 5.2 of this Agreement.

Except as otherwise specifically provided herein, all other terms and conditions of the Services Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be duly executed by and through their respective authorized representatives as of the date hereinabove written.

Northern California Power Agency

City of San José

RANDY S. HOWARD, General Manager
Attest:

NAME, TITLE

Assistant Secretary of the Commission

Approved as to Form:

Approved as to Form:

General Counsel