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Minutes - Draft

To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: July 27, 2016, NCPA Commission Meeting

Item #1 – Call Meeting to Order and Introductions

Chairperson Carol Garcia called the meeting to order at 9:06 am at Kautz Ironstone Vineyard, Music Room, 1894 Six Mile Road, California, Murphys. A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

Item #2 – Approve Minutes of the June 23, 2016, Regular Commission Meeting

Motion: A motion was made by Gary Plass and seconded by Roger Frith to approve the Minutes of the June 23, 2016, Regular Commission Meeting. The motion carried unanimously on a voice vote of those members present.

PUBLIC FORUM

Chairperson Garcia asked if any members of the public were present who would like to address the Commission on the agenda items. Michael Miller of Utica Water Power Authority attended, but did not address the Commission on any agenda items.

Member of Month was Liz Kirkley, Utility Director for Lodi Electric.

REPORTS AND COMMITTEE UPDATES

Item #3 – General Manager's Business Progress Report and Update

- Welcomed Tom Miller, Assistant City Manager and Electric Utility Director for the City of Shasta Lake, to his first NCPA Commission meeting.
- Gave an update on the process of gathering member signature approval of Supplement No. 1 to the Joint Powers Agreement.
- Continuing with annual visits to NCPA members – visits have been going well.
- Gave a brief update on the status of NCPA's plants. All power facilities have recently been dispatched due to higher than normal temperatures.
- Southern California fires continue to be an issue for transmission lines.
- Staff has executed the agreement with Placer County Water Agency for Power Management services.

- NCPA staff received notice from Merced Irrigation District that NCPA was the successful bidder for Power Management services. Staff is in the process of discussing the terms and conditions of the agreement. Will provide the Commission an update at the next meeting.
- Met with Western Area Power Administration and Publicly Owned Utility leaders regarding regionalization activities.
- Gave a brief update on the CPUC's decision on PG&E's gas rate increase.
- Thanked Glenn Steiger, Alameda Municipal Power's General Manager, for his services. Mr. Steiger is retiring in August 2016.

Item #4 – Executive Committee

Committee Chair Carol Garcia reported that the Committee met that morning and discussed an item under closed session. No reportable action was taken on the closed session item.

Item #5 – Facilities Committee

Assistant General Manager Dave Dockham reported the Committee met once since the last Commission meeting. The Committee met at its regular scheduled meeting and discussed Items 13-17 on today's Agenda. A quorum of the Committee was present at the meeting. The Committee recommended Commission approval of all items.

Item #6 – Finance Committee

Committee Chair Gary Plass reported the Committee met on July 21st under a Special Meeting Notice to evaluate the responses from the RFP to refund the 2008C Hydroelectric Bonds, the Geothermal Bonds and a portion of the LEC Bonds. The Committee recommended that staff pursue an eight year fixed rate direct loan at 1.68% with Bank of America to refinance \$15.7 million outstanding 2009A Geothermal Bonds. The Financing team is negotiating agreements with the bank and is targeting the August Commission meeting for approval. The next Committee meeting is on August 10th at 10:00 am.

Item #7 – Legal Committee

General Counsel Michael Dean reported the Legal Committee did not meet.

Item #8 – Legislative & Regulatory Affairs Committee

- Committee Chair Bob Lingl reported the Committee did not meet, but provided an update on legislative issues.
- NCPA will be hosting a lobby day in Sacramento on August 2nd that will focus on ISO regionalization legislation.
- Registration for the Annual Conference being held on September 21-23, 2016, at the Resort at Squaw is now available on NCPA's website at www.ncpa.com. This year's theme is "connectivity."
- The NCPA State Legislative Staff Tour was held July 13-15. Thanked those members that participated.
- The next L&R Affairs Committee meeting is scheduled on August 24th at Plumas-Sierra REC.

Item #9 – Members' Announcements & Meeting Reporting

No member announcements or reports.

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 for discussion.*

Motion: A motion was made by Glenn Steiger and seconded by Bob Lingl to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, and 17. The motion carried by a majority of those members present on a roll call vote.

BART, Gridley, Truckee Donner, and Plumas-Sierra were absent. No abstentions.

Item #10 – NCPA’s Financials for the Month Ended June 30, 2016 – approval by all members.

Item #11 – Treasurer’s Report for the Month Ended June 30, 2016 – accept by all members.

Item #12 – Resolution 16-53, Approval of Amendment No. 1 to the Alameda Single Member Services Agreement for Special Transactions and Confirmation of Advisory Services – adopt resolution by all members approving Amendment No. 1 to the Single Member Services Agreement for Special Transactions by and between the City of Alameda and Northern California Power Agency; adopt and approve the Confirmation of Advisory Services under which NCPA shall provide Advisory Services in support of the City of Alameda’s desire to sell its entitlement share of the output of the Butte Landfill Project and the High Winds Project to a third party; and authorize the General Manager of NCPA to execute the Amendment No. 1 to the Single Member Services Agreement for Special Transactions and the Confirmation of Advisory Services, on behalf of NCPA, including any non-substantive modifications to the Amendment No. 1 to the Single Member Services Agreement for Special Transactions and the Confirmation for Advisory Services, as approved by NCPA’s General Counsel.

Fiscal Impact: pursuant to the terms and conditions of the Alameda SMSA, NCPA shall invoice Alameda for all costs associated with work performed under the Confirmation of Advisory Services. Such services shall be invoiced on a time and materials basis at NCPA’s cost, including all benefits paid to NCPA employees.

Item #13 – Resolution 16-54, Cisco Air Systems, Inc. – Five Year Multi-Task General Services Agreement for Air Compressor Services; Applicable to the following projects: All NCPA Generation Services Plant Locations, Members, SCPPA, and SCPPA Member – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Cisco Air Systems, Inc., for air compressor services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Fiscal Impact: total cost of the agreement is not-to-exceed \$500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Item #14 – Resolution 16-55, 3D Technical Services – Five Year Multi-Task General Services Agreement for Electrical and Instrumentation Services; Applicable to the following projects: All NCPA Generation Services Plant Locations, Members, SCPPA, and SCPPA Member – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with 3D Technical Services for

electrical and instrumentation services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA members.

Fiscal Impact: total cost of the agreement is not-to-exceed \$500,000 over five years to be used out of NCPA approved budgets as services are rendered. NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Item #15 – Resolution 16-56, GHD, Inc. – Five Year Multi-Task Professional Services Agreement for Engineering 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 Professional Services Agreement with GHD, Inc., for engineering consulting services related to project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years for use at all facilities owned and/or operated by NCPA, 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 \$2,500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Item #16 – Resolution 16-57, Pengo Wireline of California, Inc. – First Amendment to Multi-Task General Services Agreement for Wireline Services; Applicable to the following projects: All NCPA Generation Services Plant Locations – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the existing three year Multi-Task General Services Agreement with Pengo Wireline of California, Inc., for downhole wireline services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$180,000 to \$500,000 and amending the scope of work for use at all NCPA Generation Services plant locations.

Fiscal Impact: if approved, the total cost of the agreement will not exceed \$500,000 over the existing three year term to be used out of NCPA approved budgets as services are rendered. NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Item #17 – Resolution 16-58, Flynn Resource Consulting Inc. – Five Year Multi-Task Consulting Services Agreement – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Flynn Resource Consultants, Inc., (Flynn RCI) for services related to electric transmission, power generation, regulatory support, contracts, compliance, and electric market issues, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 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.

Fiscal Impact: the total cost of the agreement is not-to-exceed \$3,000,000 over five years to be used out of NCPA approved budgets as services are rendered. NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

DISCUSSION / ACTION ITEMS

Item #18 – Election of Officers and Executive Committee Members – election of a chairman and vice chair of the Commission and election of 3 at large representatives to the Executive Committee. The Nominating Committee nominations for FY 2017 Officers and Executive Committee members are:

Chairman	Bob Lingl
Vice Chair	Gary Plass
Executive Committee member	Mark Chandler
Executive Committee member	Roger Frith
Executive Committee member	Teresa O'Neill

Nominating Committee member Gary Plass reported that the Nominating Committee met and recommended approval of the FY 2017 the Slate of Officers and Executive Committee members as noted above. Chairperson Garcia opened the floor for nominations. No other nominations were given. Officers will take office at the regular scheduled meeting of the Commission in September 2016.

Motion: A motion was made by Bob Lingl and seconded by Gary Plass to approve the FY 2017 Slate of Officers and Executive Committee members. The motion carried unanimously on a roll call vote of those members present.

BART, Gridley, Truckee Donner, and Plumas-Sierra were absent.

INFORMATION ITEMS

No information items were discussed.

CLOSED SESSION

Item #19 – 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.

REPORT FROM CLOSED SESSION

Upon return to open session, General Counsel Michael Dean reported there was no reportable action on Closed Session Item 19.

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The July 27, 2016, Commission meeting was adjourned at 9:50 am.

Respectfully submitted,

//

CARY A. PADGETT

Assistant Secretary to the Commission

~~Attachments~~



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: 7/27/10

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

Consent Items Removed from the Agenda and Approved Separately:

8

ROLL-CALL VOTE BY MEMBERS: Alameda/Lompoc

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
BART			✓
Biggs		Y	
Gridley			✓
Healdsburg		Y	
Lodi		Y	
Lompoc		Y	
Palo Alto		Y	
Port of Oakland		Y	
Redding		Y	
Roseville		Y	
Santa Clara		Y	
Truckee Donner			✓
Ukiah		Y	
Plumas-Sierra			✓

ATTEST:


Cary A. Padgett
 Cary A. Padgett
 Assistant Secretary to the Commission


**Northern California Power Agency
ROLL CALL VOTE**

Topic: Item #18

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

Passed and adopted this 27th day of July 2016, by the above vote on roll call.

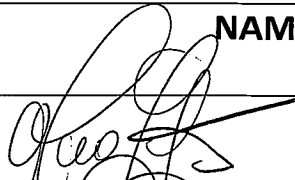
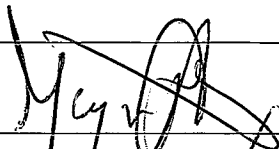
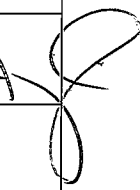
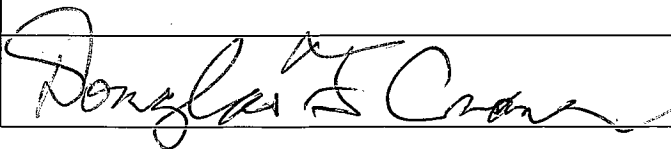

 CAROL GARCIA
 Chairperson

ATTEST: 
 CARY A. PADGETT
 Assistant Secretary

Northern California Power Agency
Commission Meeting of July 27, 2016

COMMISSIONER
Attendance List

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

MEMBER	NAME
ALAMEDA	
BIGGS	Roger Fritk
GRIDLEY	
HEALDSBURG	
LODI	Mick Chandler
LOMPOC	TIKAN SINGH 
PALO ALTO	Jane Ratchye
PORT OF OAKLAND	Mico Proos
PLUMAS-SIERRA REC	
REDDING	Barry Tippin
ROSEVILLE	Carl Garcia
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
SANTA CLARA	Teresa O'Neill
TRUCKEE DONNER	
UKIAH	

**Northern California Power Agency
Commission Meeting of July 27, 2016
Attendance List**

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

NAME	AFFILIATION
Michael Minkler	UWPA
TRISHA HUBBARD	NCPA
Dave Duckson	NCPA
John Roukema	NCPA SUP
Barry Tippin	RDG
Loyce Kinnear	SVP
Sumella Ashad	Lompoc Guest
Bob Clark	Lompoc
Ken Z. [unclear]	ESGS
Michèle Bertolino	Roseville
Gray n Plaza	Newsday/Unk
Mel Gassadi	Ukiah
Jane Cirrione	NCPA
Ken Speer	NCPA
Tom Miller	Shasta Lake
Vicki Cichocki	NCPA
Tracy Hves	NCPA
Randy Bowersox	NCPA
Jake Eymann	NCPA
Steve Schwabauer	City of Lodi
LIZ KIRKLEY	LODI
Mike Dean	NCPA - GC
Randy Howard	NCPA

**Northern California Power Agency
Commission Meeting of July 27, 2016
Attendance List**

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

NAME	AFFILIATION
<i>Carol Barcin</i>	<i>Roseville</i>
TIKAN SINGH	LOMPOC



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: August 18, 2016
To: NCPA Commission
Subject: August 3, 2016 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

To: NCPA Facilities Committee
From: Michelle Schellentrager
Subject: August 3, 2016, Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** - The meeting was called to order by Committee Chair Alan Hanger at 9:08am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Debbie Whiteman and Barry Leska (Alameda), Mark Sorensen (Biggs), Tikan Singh (Lompoc), (Port of Oakland), Monica Padilla (Palo Alto), Steve Hance and Pete Virasak (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Healdsburg, 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 July 6th Facilities Committee meetings.** A motion was made by Shannon McCann and seconded by Steve Hance recommending approval of the July 6th Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville and Santa Clara. The motion passed.
- 3. Hydroelectric Project – Adit 4 Spoils Stabilization Project** – Staff recommended approval for the General Manager to issue Purchase Orders not to exceed \$500,000 for engineering and permitting support associated with the Adit 4 landslide. Active erosion is resulting in the need to expedite the timeline so NCPA can meet regulatory compliance. Staff is expecting bids from 5 engineering firms; 2 firms have submitted bids so far. Design costs range from \$220,434 - \$397,807. Staff anticipates a bid will be awarded by the end of August.

Motion: A motion was made by Melissa Price and seconded by Shannon McCann recommending Commission approval for the General Manager to issue Purchase Orders not to exceed \$500,000 for engineering and permitting associated with the Adit 4 landslide. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Roseville and Santa Clara. ABSTAIN = Port of Oakland. The motion passed.

- 4. All Generation Services Facilities – Approval of Outage Schedule for Calendar Year 2017**– Staff recommended approval of the outage schedule for the calendar year 2017. This was the same schedule that was shown in the last Facilities Committee Meeting. There were no questions or further discussion regarding this issue.

Motion: A motion was made by Shannon McCann and seconded by Melissa Price recommending Commission approval of the 2017 outage schedule. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville and Santa Clara. The motion passed.

- 5. WAPA Base Resource Assignors – WAPA Agreement** – Staff recommended approval of a Letter of Agreement with Western Area Power Administration for the 2016 Renewable Energy Credit Program, with an annual cost less than \$10,000 to be allocated according to Base Resource percentages of represented members. There were no questions or further discussion regarding this issue.

Motion: A motion was made by Melissa Price and seconded by Alan Hanger recommending Commission approval of a Letter of Agreement with WAPA for the 2016 Renewable Energy Credit Program, with an annual cost of less than \$10,000 to be allocated according to Base Resource percentages of represented members. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, and Roseville. ABSTAIN = Santa Clara. The motion passed.

- 6. Approval of CY 2017 NCPA Capacity Pool Capacity Rates** – Staff recommended that the Commission approve system and local Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during compliance year 2017. Staff is proposing \$1.00/kW-Month for System capacity rates and \$2.20/kW-Month for Local capacity rates for 2017. Palo Alto expressed concern with local capacity rates and how they are determined; Palo Alto strongly disagreed with the proposed price for Local capacity rates. Members were told that this program is voluntary, and that their decision to participate must be made no later than two weeks after Commission Approval.

Motion: A motion was made by Melissa Price and seconded by Basil Wong recommending Commission approval of the proposed system and local Resource Adequacy capacity rates, which will be used in the NCPA Capacity Pool for the compliance year 2017. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Port of Oakland, Roseville, and Santa Clara. NO = Palo Alto. The motion passed.

- 7. Approval of Agency Services for BART** – Staff recommended that the Commission approve the Confirmation of Agency Services, pursuant to the BART SMSA, to enable NCPA to supply Agency Services to BART. Staff requested authorization for the General Manager of NCPA to execute the Confirmation of Agency Services, on behalf of NCPA, including any non-substantive modification to the Confirmation of Agency Services approved by NCPA's General Counsel. This approval is being requested as a result of the contract between BART and PG&E expiring. This will allow NCPA to file motions with regulatory bodies on behalf of BART, as well as provide BART additional services during their transition period. Members were assured that any expenses incurred, beyond standard costs covered by NCPA's current PMASA agreement, would be paid directly by BART.

Motion: A motion was made by Monica Padilla and seconded Shannon McCann recommending Commission approval the Confirmation of Agency Services, pursuant to the BART SMSA, to enable NCPA to supply Agency Services to BART. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Lompoc, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

8. Planning and Operations Update –

- Staff reported that the services proposal which was submitted to Merced Irrigation District on May 31st has been awarded to NCPA. They will start with a 3MW unit from PG&E. Contract language is currently being refined, but the services should begin by the end of the 4th quarter.
- The Placer County CCA contract is being modified to include 2 agreements. The June 2017 implementation date has not officially changed, but staff anticipates it will be changed as a result of the additional agreement.
- PG&E is asking for a 29% rate increase, effective October 2016. NCPA has until August 19th to file protest. The FERC Council is currently working on how to approach the issue.

- PG&E gas rate increase from \$0.36 to \$1.11 was effective August 1st. CAISO has not updated their proxy. Staff has been able to address this issue in the bid process, however, NCPA plans to dispute the settlement results.
- The City of Shasta Lake has executed the Amendment to the Joint Powers Agreement for Membership with NCPA.

9. Schedule next meeting date – the next regular Facilities Committee meeting is scheduled for August 31st.

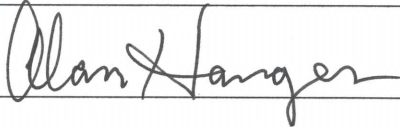


ADJOURNMENT

The meeting was adjourned at 11:58am.

DRAFT

**Northern California Power Agency
Facilities Committee Meeting of August 3, 2016
Facilities Committee
Attendance List**

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

MEMBER	NAME
ALAMEDA	
BART	
BIGGS	
GRIDLEY	
HEALDSBURG	
LODI	
LOMPOC	
PALO ALTO	
PLUMAS-SIERRA REC	
PORT OF OAKLAND	
ROSEVILLE	
SANTA CLARA	
TID	
UKIAH	



Commission Staff Report

August 18, 2016

COMMISSION MEETING DATE: August 25, 2016

SUBJECT: July 2016 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>S.A.</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 Ukiah	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Other	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>		<input type="checkbox"/>

If other, please specify.

Place an X in the box next to the applicable Member(s) above.

RECOMMENDATION:

Approval by all members.

NOTICE:

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the August 25, 2016 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 July 2016 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

The Financial report will 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:

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

**Schedule of Disbursements
(Unaudited)**

For the Month of July 2016

Operations:

Geothermal	\$	1,791,858
Hydroelectric		4,439,082
CT#1 Combustion Turbines		438,684
CT#2 STIG		534,924
Lodi Energy Center		4,089,160
NCPA Operating		<u>18,855,373</u>
Total	\$	<u><u>30,149,081</u></u>

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED JULY 31, 2016

PERCENT OF YEAR ELAPSED 8%

	This Month	Actual Year To-Date	FY 2017 Budget	% Used
GENERATION RESOURCES				
NCPA Plants				
Hydroelectric				
Other Plant Cost	\$ 923,008	\$ 923,008	\$ 13,601,891	7%
Debt Service (Net)	3,187,715	3,187,715	38,252,575	8%
Annual Budget Cost	4,110,723	4,110,723	51,854,466	8%
Geothermal				
Other Plant Cost	1,821,897	1,821,897	28,035,560	6%
Debt Service (Net)	425,812	425,812	5,109,745	8%
Annual Budget Cost	2,247,709	2,247,709	33,145,305	7%
Combustion Turbine No. 1				
	186,371	186,371	2,648,330	7%
Combustion Turbine No. 2 (Stig)				
Fuel and Pipeline Transport Charges	57,356	57,356	936,070	6%
Other Plant Cost	163,103	163,103	2,025,600	8%
Debt Service (Net)	468,797	468,797	5,625,568	8%
Annual Budget Cost	689,256	689,256	8,587,238	8%
Lodi Energy Center				
Fuel	1,714,295	1,714,295	44,100,578	4%
Other Plant Cost	1,639,761	1,639,761	22,453,402	7%
Debt Service (Net)	2,199,759	2,199,759	26,437,261	8%
Annual Budget Cost	5,553,815	5,553,815	92,991,241	6%
Member Resources - Energy	4,270,231	4,270,231	45,637,694	9%
Member Resources - Natural Gas	457,372	457,372	4,877,728	9%
Western Resources	1,935,599	1,935,599	30,288,301	6%
Market Power Purchases	1,989,182	1,989,182	39,302,363	5%
Load Aggregation Costs - ISO	8,316,096	8,316,096	240,128,621	3%
Net GHG Obligations	-	-	2,539,910	0%
	29,756,354	29,756,354	552,001,197	5%
TRANSMISSION				
Independent System Operator				
Grid Management Charge	311,664	311,664	3,799,908	8%
Wheeling Access Charge	6,833,171	6,833,171	74,972,258	9%
Ancillary Services	331,110	331,110	1,421,202	23%
Other Charges	-	-	807,975	0%
	7,475,945	7,475,945	81,001,343	9%

(a)

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED JULY 31, 2016

PERCENT OF YEAR ELAPSED 8%

	This Month	Actual Year To-Date	FY 2017 Budget	% Used
<u>MANAGEMENT SERVICES</u>				
Legislative & Regulatory				
Legislative Representation	76,556	76,556	1,896,810	4%
Regulatory Representation	77,890	77,890	794,328	10%
Western Representation	28,527	28,527	816,695	3%
Member Support Services	24,012	24,012	432,215	6%
Judicial Action	-	-	625,000	0%
Power Management				
System Control & Load Dispatch	120,977	120,977	5,621,941	2%
Forecasting, Planning, Prescheduling & Trading	51,371	51,371	2,554,949	2%
Industry Restructuring & Regulatory Affairs	4,456	4,456	414,128	1%
Contract Admin, Interconnection Svcs & External Affairs	17,100	17,100	1,136,523	2%
Green Power Project	-	-	17,782	0%
Gas Purchase Program	4,117	4,117	86,550	5%
Market Purchase Project	1,611	1,611	127,856	1%
Energy Risk Management	4,621	4,621	211,925	2%
Settlements	8,009	8,009	861,558	1%
Integrated Systems Support	62,676	62,676	310,532	20% (b)
Participant Pass Through Costs	41,377	41,377	1,417,039	3%
Shared Services Pass Through	-	-	-	N/A
Prospective Member	-	-	-	N/A
	523,300	523,300	17,325,831	3%
TOTAL ANNUAL BUDGET COST	37,755,599	37,755,599	650,328,371	6%
<u>LESS: THIRD PARTY REVENUE</u>				
Plant ISO Energy Sales	8,841,235	8,841,235	118,942,685	7%
Load Aggregation Energy Sales	5,961,566	5,961,566	184,116,660	3% (c)
Ancillary Services Sales	637,667	637,667	3,790,032	17%
Transmission Sales	9,198	9,198	110,376	8%
Western Credits, Interest and Other Income	5,032,542	5,032,542	14,810,642	34%
	20,482,208	20,482,208	321,770,395	6%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 17,273,391	\$ 17,273,391	\$ 328,557,976	5%

- (a) Ancillary services requirements increased two to three times. Budgeted price per MWh were \$5-\$10 while actuals were in the \$15-\$20 per MWh range.
- (b) Variance due to annual hardware and software maintenance contracts paid in full in July. Variance expected to level off throughout the year.
- (c) Market prices down due to increased hydro and solar generation.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	July 31,	
	2016	2015
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	\$ 37,150	\$ 44,794
Investments	29,755	29,098
Accounts receivable		
Participants	92	1,128
Other	970	877
Interest receivable	137	133
Inventory and supplies - at average cost	9,162	8,166
Prepaid expenses	451	388
TOTAL CURRENT ASSETS	77,717	84,584
RESTRICTED ASSETS		
Cash and cash equivalents	43,640	53,597
Investments	145,383	127,102
Interest receivable	303	186
TOTAL RESTRICTED ASSETS	189,326	180,885
ELECTRIC PLANT		
Electric plant in service	1,500,756	1,500,103
Less: accumulated depreciation	(914,536)	(883,983)
	586,220	616,120
Construction work-in-progress	212	44
TOTAL ELECTRIC PLANT	586,432	616,164
OTHER ASSETS		
Regulatory assets	250,501	248,968
Unused vendor credits	44	-
TOTAL OTHER ASSETS	250,545	248,968
TOTAL ASSETS	1,104,020	1,130,601
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	53,676	61,467
Pension contribution	9,093	5,310
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,769	66,777
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,166,789	\$ 1,197,378

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	July 31,	
	2016	2015
LIABILITIES	(in thousands)	
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 20,167	\$ 17,583
Member advances	993	993
Operating reserves	18,810	21,419
Current portion of long-term debt	39,350	37,305
Accrued interest payable	5,265	5,493
TOTAL CURRENT LIABILITIES	84,585	82,793
NON-CURRENT LIABILITIES		
Net pension liability	57,774	57,260
Operating reserves and other deposits	132,542	128,233
Interest rate swap liability	22,261	16,535
Long-term debt, net	751,708	793,106
TOTAL NON-CURRENT LIABILITIES	964,285	995,134
TOTAL LIABILITIES	1,048,870	1,077,927
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	74,227	75,510
Pension earnings	6,599	4,947
TOTAL DEFERRED INFLOWS OF RESOURCES	80,826	80,457
NET POSITION		
Net investment in capital assets	(42,330)	(41,976)
Restricted	55,503	46,436
Unrestricted	23,920	34,534
TOTAL NET POSITION	37,093	38,994
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,166,789	\$ 1,197,378

COMBINED STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	One Month Ended July 31,	
	2016	2015
	(in thousands)	
SALES FOR RESALE		
Participants	\$ 27,974	\$ 32,957
Other Third-Party	19,869	20,065
TOTAL SALES FOR RESALE	47,843	53,022
OPERATING EXPENSES		
Purchased power	22,340	23,049
Operations	4,432	5,077
Transmission	9,287	7,565
Depreciation	2,560	2,571
Maintenance expenses	836	988
Administrative and general	719	877
TOTAL OPERATING EXPENSES	40,174	40,127
NET OPERATING REVENUES	7,669	12,895
OTHER (EXPENSES) REVENUES		
Interest expense	(3,530)	(3,619)
Interest income	(989)	179
Other	4,691	388
TOTAL OTHER EXPENSES	172	(3,052)
FUTURE RECOVERABLE AMOUNTS	(551)	(691)
REFUNDS TO PARTICIPANTS	158	(148)
INCREASE (DECREASE) IN NET POSITION	7,448	9,004
NET POSITION, Beginning of year	29,645	29,990
NET POSITION, Period ended	\$ 37,093	\$ 38,994

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

GENERATING & TRANSMISSION RESOURCES											
July 31, 2016											
	Geothermal	Hydroelectric	Multiple Capital Facilities		CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
			1	2							
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
CURRENT ASSETS											
Cash and cash equivalents	1,773	158,523	12,943	19,366	-	19,366	(4)	-	-	57,900	250,501
Investments	44	-	-	-	-	-	-	-	-	-	44
Accounts receivable	-	-	-	-	-	-	-	-	-	-	-
Participants	10	2	-	-	-	-	-	958	-	92	92
Others	-	-	-	-	-	-	-	42	-	63	137
Interest receivable	4,190	1,079	642	1,402	32	1,849	-	-	-	-	9,162
Inventory and supplies - at average cost	153	161	20	20	132	132	-	-	-	-	451
Prepaid expenses	15,942	12,610	2,038	(965)	11,987	11,987	-	5,858	(61,797)	-	-
Due from Agency and other programs*	20,296	13,852	2,701	458	16,411	12,987	-	6,106	4,906	-	77,717
TOTAL CURRENT ASSETS											
	3,890	2,301	3,731	-	6,853	2,551	-	24,314	-	43,640	
	18,419	31,284	2,604	-	22,014	18,690	-	52,372	-	145,383	
	82	81	2	-	29	-	-	109	-	303	
TOTAL RESTRICTED ASSETS											
	22,391	33,666	6,337	-	28,896	21,241	-	76,795	-	189,326	
RESTRICTED ASSETS											
Cash and cash equivalents	568,711	393,936	64,826	36,245	423,459	7,736	-	594	5,249	1,500,756	
Investments	(528,427)	(243,776)	(44,129)	(34,132)	(53,551)	(7,732)	-	(317)	(2,472)	(914,536)	
Interest receivable	40,284	150,160	20,697	2,113	369,908	4	-	277	2,777	586,220	
Construction work-in-progress	105	-	-	-	102	-	-	-	-	5	212
TOTAL ELECTRIC PLANT											
	40,389	150,160	20,697	2,113	370,010	4	-	277	2,782	586,432	
OTHER ASSETS											
Regulatory assets	1,773	158,523	12,943	19,366	(4)	-	-	-	57,900	250,501	
Unused vendor credits	44	-	-	-	-	-	-	-	-	-	44
TOTAL OTHER ASSETS											
	1,817	158,523	12,943	19,366	(4)	-	-	-	57,900	250,545	
TOTAL ASSETS											
	84,893	356,201	42,678	2,571	434,683	34,228	-	6,383	142,383	1,104,020	
DEFERRED OUTFLOWS OF RESOURCES											
Excess cost on refunding of debt	-	51,435	2,241	-	-	-	-	-	-	-	53,676
Pension contribution	-	-	-	-	-	-	-	-	9,093	-	9,093
TOTAL DEFERRED OUTFLOWS OF RESOURCES											
	-	51,435	2,241	-	-	-	-	-	9,093	-	62,769
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES											
	\$ 84,893	\$ 407,636	\$ 44,919	\$ 2,571	\$ 434,683	\$ 34,228	\$ -	\$ 6,383	\$ 151,476	\$ 1,166,789	

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

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

July 31, 2016

GENERATING & TRANSMISSION RESOURCES

	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
\$	263	587	-	-	1,900	\$	-	\$	4,146	\$
	791	-	-	-	-	-	-	202	-	20,167
	6,233	250	557	250	11,520	-	-	-	-	993
	4,345	21,385	3,670	-	9,950	-	-	-	-	18,810
	116	1,417	993	-	2,739	-	-	-	-	39,350
										5,265
	11,748	23,639	5,220	250	26,109	-	13,271	202	4,146	84,585
	15,881	14,736	-	-	-	-	-	-	57,774	57,774
	-	22,261	-	-	1,715	-	21,305	1,997	76,908	138,542
	27,311	334,308	38,341	-	351,748	-	-	-	-	22,261
										751,708
	43,192	371,305	38,341	-	353,463	-	21,305	1,997	134,682	964,285
	54,940	394,944	43,561	250	379,572	-	34,576	2,199	138,828	1,048,870
	20,407	3,954	1,062	2,260	43,239	-	-	277	3,028	74,227
	20,407	3,954	1,062	2,260	43,239	-	-	277	3,028	74,227
										6,599
										80,826
	(4,685)	(16,149)	(7,152)	-	(14,344)	-	-	-	-	(42,330)
	5,521	28,237	5,344	-	13,460	-	(22)	3,075	(112)	55,503
	8,710	(3,350)	2,104	61	12,756	-	(326)	832	3,133	23,920
	9,546	8,738	296	61	11,872	-	(348)	3,907	3,021	37,093
	84,893	407,636	44,919	2,571	434,683	-	34,228	6,383	151,476	1,166,789

LIABILITIES

CURRENT LIABILITIES

Accounts payable
 Member advances
 Operating reserves
 Current portion of long-term debt
 Accrued interest payable

TOTAL CURRENT LIABILITIES

NON-CURRENT LIABILITIES

Net pension 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 earnings

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 One Month Ended July 31, 2016

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services					
SALES FOR RESALE													
Participants	\$ 1,336	\$ 2,715	\$ 683	\$ 269	\$ 4,528	\$ -	\$ 18,354	\$ 80	\$ 9	\$ 27,974			
Other third-party	2,303	1,280	93	194	5,618	-	10,381	-	-	19,869			
TOTAL SALES FOR RESALE	3,639	3,995	776	463	10,146		28,735	80	9	47,843			
OPERATING EXPENSES													
Purchased power	-	-	-	-	286	-	22,054	-	-	22,340			
Operations	974	165	83	57	2,111	-	457	585	-	4,432			
Transmission	94	265	19	62	462	-	8,385	-	-	9,287			
Depreciation	316	797	184	15	1,217	1	-	6	24	2,560			
Maintenance expenses	216	268	69	30	243	-	-	10	-	836			
Administrative and general	427	229	47	34	346	-	-	371	(735)	719			
Intercompany (sales) purchases, net*	(35)	13	2	3	15	-	-	-	-	-			
TOTAL OPERATING EXPENSES	1,994	1,737	404	201	4,680	1	30,896	972	(711)	40,174			
NET OPERATING REVENUES	1,645	2,258	372	262	5,466	(1)	(2,161)	(892)	720	7,669			
OTHER (EXPENSES) REVENUES													
Interest expense	(113)	(1,934)	(157)	-	(1,326)	-	-	-	-	(3,530)			
Interest income	(47)	(379)	(79)	-	(34)	-	(42)	2	(410)	(989)			
Other	-	-	75	-	4,592	-	-	-	24	4,691			
TOTAL OTHER (EXPENSES) REVENUES	(160)	(2,313)	(161)	-	3,232	-	(42)	2	(386)	172			
FUTURE RECOVERABLE AMOUNTS													
Participants	(138)	(488)	(134)	-	208	1	-	-	-	(551)			
Other third-party	42	46	13	(18)	-	-	(129)	25	179	158			
TOTAL FUTURE RECOVERABLE AMOUNTS	(96)	(442)	(121)	(18)	208	1	(129)	(865)	513	7,448			
NET POSITION, Beginning of year	8,157	9,235	206	(183)	2,966	-	1,984	4,772	2,508	29,645			
NET POSITION, Period ended	\$ 9,546	\$ 8,738	\$ 296	\$ 61	\$ 11,872	\$ -	\$ (348)	\$ 3,907	\$ 3,021	\$ 37,093			

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
 AGED ACCOUNTS RECEIVABLE
 July 31, 2016

Status	Participant / Customer	Description	Amount
CURRENT			\$ 1,061,712
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 1,061,712</u>

NOTE: All amounts invoiced or credited to members and others are project/program specific.
 NCPA does not apply any credits issued to outstanding invoices unless directed.



Commission Staff Report

August 17, 2016

COMMISSION MEETING DATE: August 25, 2016

SUBJECT: Treasurer's Report for the Month Ended July 31, 2016

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth	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"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>
Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<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"/>
			<input type="checkbox"/>
<i>If other, please specify.</i>			

<i>Place an X in the box next to the applicable Member(s) above.</i>			

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 \$27,208,658 of which approximately \$141,959 was applicable to Special and Reserve Fund Deposits, \$3,732,280 to Debt Service and \$23,334,419 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 \$228,715,638 at month end. The current market value of the portfolio totaled \$229,823,519.

The overall portfolio had a combined weighted average interest rate of 1.007% with a bond equivalent yield (yield to maturity) of 1.021%. Investments with a maturity greater than one year totaled \$148,150,000. July maturities totaled \$56 million and monthly receipts totaled \$29 million. During the month \$44 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased by 2 basis point (from 0.27% to 0.29%) and rates on one year T-Bills increased 8 basis points (from 0.45% to 0.53%).

To the best of my knowledge and belief, all securities held by NCPA as of July 31, 2016 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:

The Treasurer's report will 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: 184:16

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

JULY 31, 2016

TABLE OF CONTENTS

	<u>PAGE</u>
CASH & INVESTMENT BALANCE	1
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
July 31, 2016

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 22,293,380	\$ 64,881,568	87,174,948	34.06%
Special Deposits	1,009,704	1	1,009,705	0.39%
Construction	31,335	4,854,323	4,885,658	1.91%
Debt Service	3,732,280	8,872,194	12,604,474	4.93%
Special & Reserve	141,959	150,107,552	150,249,511	58.71%
	<u>\$ 27,208,658</u>	<u>\$ 228,715,638</u>	<u>\$ 255,924,296</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 229,823,519

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Treasurer's Report
Cash Activity Summary
July 31, 2016

	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	\$ 27,142,583	\$ 47,115	\$ 14,603,173	\$ (16,646,678)	\$ (12,890,029)	\$ (13,773,793)	\$ (1,517,629)
Special Deposits	1,488,110	4	-	(7,450,377)	-	5,973,769	11,506
Construction	-	15,231	-	-	-	-	15,231
Debt Service	-	18	20,714,468	(30,904,432)	(7,923,013)	6,040,599	(12,072,360)
Special & Reserve	-	155,223	20,941,000	-	(22,956,867)	1,759,425	(101,219)
	<u>\$ 28,630,693</u>	<u>\$ 217,591</u>	<u>\$ 56,258,641</u>	<u>\$ (55,001,487)</u>	<u>\$ (43,769,909)</u>	<u>\$ -</u>	<u>\$ (13,664,471)</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
July 31, 2016**

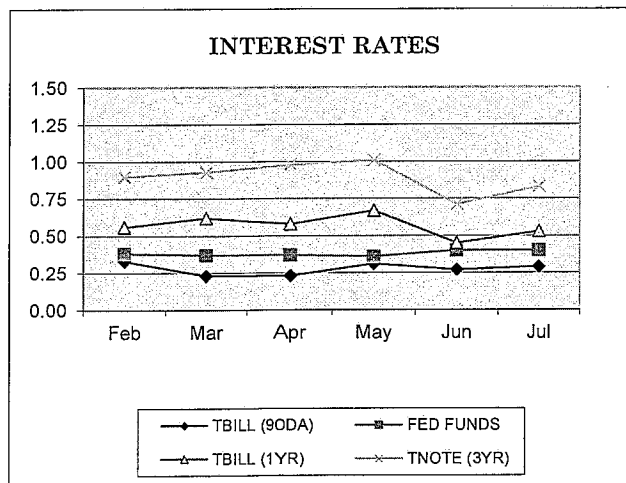
	PURCHASED	SOLD OR MATURED	(NON-CASH)	(NON-CASH)	INVESTMENTS	
			DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 12,890,029	\$ (14,603,173)	\$ (3,146)	\$ -	\$ -	\$ (1,716,290)
Special Deposits		-	-	-	-	-
Construction	-	-	(704)	-	-	(704)
Debt Service	7,923,013	(20,714,468)	1,770	-	-	(12,789,685)
Special & Reserve	22,956,867	(20,941,000)	(3,873)	-	-	2,011,994
	<u>\$ 43,769,909</u>	<u>\$ (56,258,641)</u>	<u>\$ (5,953)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(12,494,685)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>5,953</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ (12,488,732)</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
July 31, 2016**

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u>1.007%</u>	<u>1.021%</u>
<u>OPERATING FUNDS:</u>	1.006%	0.968%
<u>PROJECTS:</u>		
Geothermal	1.162%	1.159%
Capital Facilities	1.522%	1.505%
Hydroelectric	1.324%	1.293%
Lodi Energy Center	0.903%	0.854%

KEY INTEREST RATES		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Ovrnight)	0.40%	0.13%
T-Bills (90da.)	0.29%	0.06%
Agency Disc (90da.)	0.33%	0.09%
T-Bills (1yr.)	0.53%	0.33%
Agency Disc (1yr.)	0.62%	0.28%
T-Notes (3yr.)	0.83%	1.03%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
July 31, 2016**

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	\$ 945	\$ 4,128	\$8,657	\$ 4,057	\$ 3,970	\$ 142,779	\$ 5,371	\$ 169,907	67.75%
US Bank Trust Money Market	3,394							3,394	1.35%
Commercial Paper	5,000							5,000	1.99%
Investment Trusts (LAIF)	50,172							50,172	20.01%
U.S.Treasury Market Acct. *	22,294							22,294	8.89%
U.S.Treasury Bill									0.00%
Certificates of Deposit		10						10	0.00%
Total Dollars	\$ 81,805	\$4,138	\$8,657	\$4,057	\$3,970	\$142,779	\$5,371	\$ 250,777	100.00%
Total Percents	32.62%	1.65%	3.45%	1.62%	1.58%	56.93%	2.14%	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
07/31/2016

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	5,000,000	0.100	11/26/2014	5,000,000		1	0.100	5,000,000	SYS70101	70101	5,000,000
Local Agency Investm	LAIF	14,515,447	0.545	07/01/2013	14,515,447		1	0.545	14,515,447	SYS70000	70000	14,515,447
Union Bank of Califo	UBOC	972	0.002	07/01/2013	972		1	0.002	972	SYS70014	70014	972
US Bank	USB	22,293,378	0.001	06/30/2013	22,293,378		1	0.001	22,293,378	SYS70050	70050	22,293,378
US Bank	USB	10,000	0.050	07/07/2016	10,000	10/07/2016	67	0.050	10,000	SYS30300	30300	10,000
Federal Farm Credit	UBOC	3,626,000	1.290	12/21/2015	3,624,948	11/19/2018	840	1.300	3,661,861	3133EFPJ0	26280	3,625,169
Federal Home Loan Mt	UBOC	9,870,000	1.750	06/09/2015	9,983,900	05/30/2019	1,032	1.450	10,116,355	3137EADG1	26231	9,951,107
Federal Home Loan Mt	UBOC	3,398,000	1.600	04/29/2016	3,398,000	10/29/2020	1,550	1.600	3,399,257	3134G9BY2	26331	3,398,000
Federal Home Loan Ba	UBOC	7,785,000	1.400	07/19/2016	7,781,108	01/19/2021	1,632	1.411	7,786,012	3130A8P80	26355	7,781,136
Fund Total and Average		\$ 66,498,797	0.704		\$ 66,607,753		470	0.661	\$ 66,783,282			\$ 66,575,209

MPP GHG Auction Acct

Local Agency Investm		231,651	0.545	07/01/2013	231,651		1	0.545	231,651	SYS70045	70045	231,651
Fund Total and Average		\$ 231,651	0.546		\$ 231,651		1	0.546	\$ 231,651			\$ 231,651

SCPA Balancing Account

Local Agency Investm	LAIF	1,607,016	0.545	07/01/2013	1,607,016		1	0.545	1,607,016	SYS70022	70022	1,607,016
Union Bank of Califo	UBOC	0	0.005	07/01/2013	0		1	0.005	0	SYS70023	70023	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70058	70058	0
Federal Home Loan Ba	UBOC	4,510,000	1.000	04/27/2015	4,510,000	04/27/2018	634	1.000	4,514,781	3130A5T2	26223	4,510,000
Federal National Mig	UBOC	3,962,000	1.625	12/18/2014	4,000,630	11/27/2018	848	1.369	4,036,565	3135GOYT4	26187	3,984,768
Federal National Mig	UBOC	5,098,000	1.350	04/28/2016	5,098,000	10/28/2019	1,183	1.350	5,098,969	3135G0J95	26330	5,098,000
Federal National Mig	UBOC	5,097,000	1.350	07/28/2016	5,097,000	07/28/2020	1,457	1.350	5,099,090	3136G3T39	26357	5,097,000
Fund Total and Average		\$ 20,274,016	1.263		\$ 20,312,646		970	1.212	\$ 20,356,421			\$ 20,296,774

General Operating Reserve

Local Agency Investm	LAIF	24,313,049	0.545	07/01/2013	24,313,049		1	0.545	24,313,049	SYS70000	70002	24,313,049
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70019	70019	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
Federal National Mig	UBOC	3,263,000	0.750	12/16/2014	3,261,466	04/20/2017	262	0.770	3,267,013	3135GOZB2	26186	3,262,529
Federal National Mig	UBOC	5,970,000	1.625	12/23/2014	6,009,701	11/27/2018	848	1.450	6,062,355	3135GOYT4	26188	5,993,472
Federal National Mig	UBOC	4,982,000	1.750	08/28/2015	5,047,364	11/26/2019	1,212	1.430	5,111,881	3135G0ZV2	26246	5,033,119
Federal Home Loan Mt	UBOC	1,300,000	1.500	06/08/2016	1,300,000	05/26/2020	1,394	1.499	1,300,182	3134G9ND5	26336	1,300,000
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	1,632	1.463	4,285,600	3133EGMP7	26356	4,280,744



Northern California Power Agency
Treasurer's Report

07/31/2016

General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	UBOC	16,720,000	1.400	07/19/2016	16,711,640	01/19/2021	1,632	1.411	16,722,174	3130A8P80	26354	16,711,702
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	1,758	1.625	5,165,717	3136G3NL5	26332	5,162,000
Federal Farm Credit	UBOC	10,629,000	1.690	06/02/2016	10,629,000	06/02/2021	1,766	1.690	10,662,375	3133EGDH5	26335	10,629,000
Fund Total and Average		\$ 76,624,049	1.201		\$ 76,714,935		991	1.171	\$ 76,910,346			\$ 76,685,615
GRAND TOTALS:		\$ 163,628,513	1.006		\$ 163,866,985		775	0.968	\$ 164,281,700.			\$ 163,789,249

*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 07/31/2016

Investment #26223 - FHLMC - Callable on 4/27/2017 Only.
 Investment #26330 - FNMA - Callable quarterly.
 Investment #26331 - FHLMC - Callable quarterly.
 Investment #26332 - FNMA - Callable quarterly.
 Investment #26335 - FFCB - Callable 6/21/17, then anytime
 Investment #26336 - FHLMC - Callable quarterly.
 Investment #26354 - FHLB - Callable 10/19/16, then anytime
 Investment #26355 - FHLB - Callable 10/19/16, then anytime
 Investment #26356 - FFCB - Callable 10/19/16, then anytime
 Investment #26357 - FNMA - Callable quarterly.



Northern California Power Agency
Treasurer's Report
07/31/2016

GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USB	870,000	0.875	05/27/2016	871,305	05/24/2017	296	0.722	871,749	3130A1NN4	26334	871,071
Fund Total and Average		\$ 870,000	0.875		\$ 871,305		296	0.723	\$ 871,749			\$ 871,071

Geothermal Debt Service

Federal Home Loan Ba	USBT	303,000	0.400	07/28/2016	302,478	12/30/2016	151	0.406	302,491	313384V30	26347	302,492
Fund Total and Average		\$ 303,000	0.400		\$ 302,478		151	0.406	\$ 302,491			\$ 302,492

Geo 2012A Debt Service

Federal Home Loan Ba	USBT	124,000	0.400	07/28/2016	123,786	12/30/2016	151	0.406	123,792	313384V30	26348	123,792
Fund Total and Average		\$ 124,000	0.400		\$ 123,786		151	0.406	\$ 123,792			\$ 123,792

Geothermal Special Reserve

Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	SYS70032	70032	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70063	70063	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	847	1.150	1,500,315	3134G8KVO	26302	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		847	1.150	\$ 1,500,315			\$ 1,500,000

Geo Decommissioning Reserve

Local Agency Investm	LAIF	3,831,756	0.545	07/01/2013	3,831,756		1	0.545	3,831,756	SYS70027	70027	3,831,756
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70034	70034	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70059	70059	0
Federal National Mfg	UBOC	4,128,000	0.625	01/24/2014	4,129,569	08/26/2016	25	0.635	4,128,949	3135G0YE7	26084	4,128,042
Federal Home Loan Mt	UBOC	865,000	0.625	12/20/2012	865,000	12/05/2016	128	0.624	865,727	3134G3Z37	25946	865,000
Federal Farm Credit	UBOC	5,488,000	1.900	08/28/2015	5,498,976	08/24/2020	1,484	1.857	5,492,336	3133EFAR8	26247	5,496,941
Fund Total and Average		\$ 14,312,756	1.093		\$ 14,325,301		585	1.080	\$ 14,318,768			\$ 14,321,739

GEO Debt Service Reserve Acct

Federal Home Loan Mt	USBT	1,109,000	1.750	06/02/2015	1,125,979	05/30/2019	1,032	1.354	1,136,661	3137EADG1	26228	1,121,032
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,639	10/02/2019	1,157	1.530	2,541,911	3137EADM8	26197	2,493,517

Northern California Power Agency
Treasurer's Report
07/31/2016

GEO Debt Service Reserve 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
	Fund Total and Average	\$ 3,624,000	1.405		\$ 3,609,818	1118		1.476	\$ 3,678,592			\$ 3,614,549
Geo 2012A DSR Account												
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	1,758	1.625	1,518,092	3136G3NLS	26333	1,517,000
	Fund Total and Average	\$ 1,517,000	1.625		\$ 1,517,000	1758		1.625	\$ 1,518,092			\$ 1,517,000
	GRAND TOTALS:	\$ 22,250,756	1.162		\$ 22,249,688	749		1.159	\$ 22,313,799.			\$ 22,250,643

*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 07/31/2016

Investment #26247 - FHLB - Callable 8/24/16, then any time
Investment #26302 - FHLMC - Callable quarterly.
Investment #26333 - FNMA - Callable quarterly.



Northern California Power Agency
 Treasurer's Report
 07/31/2016

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 National Mtg	USBT	473,000	0.410	02/26/2016	472,154	08/01/2016	0	0.416	473,000	313568AA47	26309	473,000
Federal National Mtg	USBT	472,000	0.349	03/29/2016	471,426	08/01/2016	0	0.355	472,000	313568AA47	26317	472,000
Federal National Mtg	USBT	143,000	0.440	07/28/2016	142,671	02/01/2017	184	0.447	142,693	313569BH45	26349	142,678
Fund Total and Average		\$ 1,088,000	0.388		\$ 1,086,251		24	0.394	\$ 1,087,693			\$ 1,087,678

Cap. Fac. Debt Svc Reserve

Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	1,822	1.530	71,019	31366G3S97	26358	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	1,991	2.340	1,529,335	3137EADB2	25845	1,445,435
Fund Total and Average		\$ 1,514,000	2.335		\$ 1,518,430		1983	2.302	\$ 1,600,354			\$ 1,516,435
GRAND TOTALS:		\$ 2,602,000	1.522		\$ 2,604,681		1165	1.505	\$ 2,688,047.			\$ 2,604,113

*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 07/31/2016

Investment #26358 - FNMA - Callable on 7/28/17, then quarterly.



Northern California Power Agency
Treasurer's Report
07/31/2016

Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	2,185,025	0.545	07/01/2013	2,185,025		1	0.545	2,185,025	SYS70028	70028	2,185,025
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70031	70031	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70052	70052	0
Federal Home Loan Mt	UBOC	3,993,000	0.950	06/29/2016	3,993,000	06/29/2018	697	0.950	3,993,759	3134G9A80	26339	3,993,000
Federal Home Loan Mt	UBOC	3,221,000	1.150	02/29/2016	3,221,000	11/29/2018	847	1.150	3,221,676	3134G8KVO	26304	3,221,000
Federal National Mtg	UBOC	5,320,000	1.350	06/30/2016	5,320,000	12/30/2019	1,246	1.350	5,324,416	3136G3VH5	26340	5,320,000
Fund Total and Average		\$ 14,719,025	1.078		\$ 14,719,025		825	1.078	\$ 14,724,876			\$ 14,719,025

Hydro Initial Facilities

Federal National Mtg	USB	1,529,000	1.625	12/12/2014	1,539,244	11/27/2018	848	1.450	1,557,776	3135G0Y14	26189	1,535,010
Federal Farm Credit	USB	2,437,000	1.250	02/02/2016	2,450,501	01/22/2019	904	1.060	2,463,246	3133EFVQ7	26300	2,448,242
Fund Total and Average		\$ 3,966,000	1.395		\$ 3,989,745		882	1.210	\$ 4,021,022			\$ 3,983,252

Hydro Debt Service

Federal Home Loan Ba	USBT	2,957,000	0.400	07/28/2016	2,951,907	12/30/2016	151	0.406	2,952,032	313384V30	26346	2,952,039
Fund Total and Average		\$ 2,957,000	0.400		\$ 2,951,907		151	0.406	\$ 2,952,032			\$ 2,952,039

Hydro Debt Service Resrv 2010A

Federal Farm Credit	USB	5,528,000	1.750	06/28/2015	5,546,187	08/04/2020	1,464	1.680	5,671,396	3133EE5Z9	26243	5,542,777
Fund Total and Average		\$ 5,528,000	1.750		\$ 5,546,187		1464	1.680	\$ 5,671,396			\$ 5,542,777

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	651,000	1.000	02/09/2012	649,392	03/08/2017	219	1.050	652,849	3137EADCO	25853	650,809
Fund Total and Average		\$ 651,000	1.000		\$ 649,392		219	1.050	\$ 652,849			\$ 650,809

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	SYS70033	70033	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70064	70064	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	847	1.150	1,500,315	3134G8KVO	26303	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		847	1.150	\$ 1,500,315			\$ 1,500,000

Northern California Power Agency
Treasurer's Report
07/31/2016

Hydro Special 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
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000	847		1.150	\$ 1,500,315			\$ 1,500,000
Hydro 2012 DSRA												
Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	1,464	1.680	102,594	3133EE5Z9	26244	100,267
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	1,822	1.530	94,025	3136GSS97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	1,991	2.380	4,163,012	3137EADB2	25852	3,927,030
Fund Total and Average		\$ 4,122,000	2.341		\$ 4,120,561	1974		2.344	\$ 4,359,631			\$ 4,121,297
GRAND TOTALS:		\$ 33,443,025	1.324		\$ 33,476,817	1009		1.293	\$ 33,882,121			\$ 33,469,199

*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 07/31/2016
Investment #263303 - FHL/MC - Callable quarterly.
Investment #263339 - FHL/MC - Callable quarterly.
Investment #263340 - FNMA - Callable quarterly.
Investment #263359 - FNMA - Callable on 7/28/17, then quarterly.



Northern California Power Agency
Treasurer's Report

07/31/2016

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		71,311	0.545	07/01/2013	71,311		1	0.545	71,311	SYS70046	70046	71,311
Fund Total and Average		\$ 71,311	0.546		\$ 71,311		1	0.546	\$ 71,311			\$ 71,311

LEC Construction Revolving

Local Agency Investm		1	0.254	07/01/2013	1		1	0.254	1	SYS70040	70040	1
Fund Total and Average		\$ 1	0.254		\$ 1		1	0.254	\$ 1			\$ 1

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	1,026	0.100	07/01/2013	1,026		1	0.100	1,026	SYS79003	79003	1,026
Federal Home Loan Ba	USBT	694,000	0.370	07/28/2016	693,101	12/01/2016	122	0.375	692,820	313384R68	26350	693,130
Federal National Mtg	USBT	694,000	0.340	07/11/2016	693,063	12/01/2016	122	0.345	693,056	313588R64	26342	693,200
Fund Total and Average		\$ 1,389,026	0.355		\$ 1,387,190		122	0.360	\$ 1,386,902			\$ 1,387,356

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	1,117	0.100	07/01/2013	1,117		1	0.100	1,117	SYS79004	79004	1,117
Federal Home Loan Ba	USBT	726,000	0.370	07/28/2016	725,060	12/01/2016	122	0.375	724,766	313384R68	26351	725,090
Federal National Mtg	USBT	727,000	0.339	07/11/2016	726,018	12/01/2016	122	0.345	726,011	313588R64	26343	726,162
Fund Total and Average		\$ 1,454,117	0.355		\$ 1,452,195		122	0.360	\$ 1,451,894			\$ 1,452,369

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	614	0.100	07/01/2013	614		1	0.100	614	SYS79011	79011	614
Federal Home Loan Ba	USBT	435,000	0.370	07/28/2016	434,437	12/01/2016	122	0.375	434,261	313384R68	26352	434,455
Federal National Mtg	USBT	434,000	0.340	07/11/2016	433,414	12/01/2016	122	0.345	433,410	313588R64	26344	433,500
Fund Total and Average		\$ 869,614	0.355		\$ 868,465		122	0.360	\$ 868,285			\$ 868,569

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	740	0.100	07/01/2013	740		1	0.100	740	SYS79012	79012	740
Federal Home Loan Ba	USBT	349,000	0.370	07/28/2016	348,548	12/01/2016	122	0.375	348,407	313384R68	26353	348,562
Federal National Mtg	USBT	349,000	0.340	07/11/2016	348,529	12/01/2016	122	0.345	348,525	313588R64	26345	348,598
Fund Total and Average		\$ 698,740	0.355		\$ 697,817		122	0.360	\$ 697,672			\$ 697,900



Northern California Power Agency
Treasurer's Report

07/31/2016

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	40,826	0.100	07/01/2013	40,826		1	0.100	40,826	SYS79005	79005	40,826
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	392	0.977	4,179,758	3135GOMZ3	26136	4,170,649
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	1,758	1.659	4,371,554	3133EBBZ7	26337	4,360,000
Fund Total and Average		\$ 8,570,826	1.271		\$ 8,572,786		1085	1.321	\$ 8,592,138			\$ 8,571,475

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,262,462	0.100	07/01/2013	2,262,462		1	0.100	2,262,462	SYS79006	79006	2,262,462
Fund Total and Average		\$ 2,262,462	0.100		\$ 2,262,462		1	0.100	\$ 2,262,462			\$ 2,262,462

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,087,166	0.100	07/01/2013	1,087,166		1	0.100	1,087,166	SYS79013	79013	1,087,166
Fund Total and Average		\$ 1,087,166	0.100		\$ 1,087,166		1	0.100	\$ 1,087,166			\$ 1,087,166

LEC O & M Reserve

Local Agency Investm		3,416,962	0.545	07/01/2013	3,416,962		1	0.545	3,416,962	SYS70047	70047	3,416,962
Union Bank of Califo	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal Home Loan Ba	UBOC	3,100,000	0.625	06/27/2016	3,099,380	06/27/2017	330	0.645	3,103,317	3130A8LC5	26338	3,099,439
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	932	1.220	3,010,725	3135G0ZA4	26248	2,980,802
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	1,429	1.300	3,002,400	3136G3UJ2	26341	3,000,000
Fund Total and Average		\$ 12,449,962	1.063		\$ 12,514,484		647	0.912	\$ 12,533,404			\$ 12,497,203
GRAND TOTALS:		\$ 28,853,225	0.904		\$ 28,913,877		621	0.854	\$ 28,951,235.			\$ 28,895,812

*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 07/31/2016

Investment # 26337 - EFCB - Callable on 6/26/17, then any time.
Investment # 26341 - FNMA - Callable on 6/30/17 only.



12

Commission Staff Report

August 17, 2016

COMMISSION MEETING DATE: August 25, 2016

SUBJECT: Sale or Disposal of Surplus Property

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:			
All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>
Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<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"/>
			<input type="checkbox"/>
<i>If other, please specify.</i>			

<i>Place an X in the box next to the applicable Member(s) above.</i>			

RECOMMENDATION:

Note and file report by all members for the disposal of scrap metal, chairs, and numerous computer components listed herein.

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 following disposal or destruction is hereby reported:

<u>Property Description</u>	<u>Quantity</u>	<u>*Method of Disposal</u>	<u>Net Proceeds From Sale</u>
Scrap Metal	1	S	\$ 1080.00
Chairs	18	S	0.00
PCs/Thin Client	11	S	0.00
Printer	4	S	0.00
Monitor	6	S	0.00
Fax Machine	5	S	0.00
Projector	1	S	0.00
Servers (water damaged)	20	S	0.00
DVD burners	2	S	0.00
		Total	\$ 1080.00

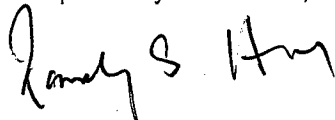
FISCAL IMPACT:

None

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

* Note: Public Sale (PS); Private Sale (P), Disposal – Net Scrap Value (S)



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

Date: _____

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
				UNIT	TOTAL		
1.	Each	PCs/ Thin Client	S	00.00	00.00	E0788, E0220, E0789, E0540, E1019, E0979, E0786, E0641, E0444	DRC
2.	Each	Printer	S	00.00	00.00	E0696, E0143, E0800, E0986	DRC
3.	Each	Monitor	S	00.00	00.00	E0552, E1033, E1032, E1286, E0688	
4.	Each	Fax Machine	S	00.00	00.00	E1602	
5.	Each	Projector	S	00.00	00.00	E0725	
6.	Each	Servers	S	00.00	00.00	E0961, E0703, E1424, E1165, E0659, E0940, E0760, E1425, E0580, E0736, E0735, E0780, E0781, E0995, E0519, E0667, E0329, E0964	
7.	Each	DVD burners	S	00.00	00.00	E0344	

JUSTIFICATION FOR SURPLUS/DISPOSAL:
Outdated and damaged IT equipment. *Note: Servers damaged in water leak episode.*

RECOMMENDED DISPOSITION:

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

PREPARED BY: Victoria Schofield-Nguyen/ Chris Carnesi
APPROVED BY: [Signature] ORG. CODE: 300
AUTHORIZATION: [Signature] ASST. GEN. MANAGER
TO PROCEED: [Signature] DATE: 4/13/14
(GENERAL MANAGER)

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



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 5/18/16

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property#/ Stock # / Fleet # or Project #	SITE LOCATION
				UNIT	TOTAL		
1.		Scrap Metal	S				LEC ^①
2.	18	Chairs	S				LEC (trash)
3.							
4.							
5.							
6.							
7.							
8.							
9.							

JUSTIFICATION FOR EXCESS/DISPOSAL: Scrap metal and old breakroom chairs that are no longer needed.

RECOMMENDED DISPOSITION: Disposal

PREPARED BY: Melissa Phinot / Michael DeBortoli Michael DeBortoli
 ORG. _____ CODE: _____
 APPROVED BY: [Signature] (ASST. GEN. MANAGER)
 AUTHORIZATION [Signature] DATE: 5/23/16
 TO PROCEED: _____ (GENERAL MANAGER)

____ PUBLIC SALE
 DISPOSAL - NO NET SCRAP VALUE

*U/M = UNIT OF MEASURE

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

ORIGINAL TO TREASURER-CONTROLLER

① See attached.



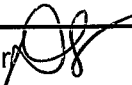
Commission Staff Report

August 17, 2016

COMMISSION MEETING DATE: August 25, 2016

SUBJECT: Appointments to the NCPA Finance Committee

AGENDA CATEGORY: Consent

FROM:	Donna Stevener 	METHOD OF SELECTION:
	Asst. General Mgr/CFO	N/A
Division:	Administrative Services	
Department:	Administrative Services-Administration	

IMPACTED MEMBERS:

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

If other, please specify.

Place an X in the box next to the applicable Member(s) above.

RECOMMENDATION:

That the Commission ratify the appointments of Ann Hatcher, Santa Clara; Madeline Deaton, Alameda; Matt Michaelis, Gridley and Philip McAvoy, Roseville as members of the Finance Committee as described below and to ratify the appointment of Madeline Deaton as Chairperson of the Finance Committee.

BACKGROUND:

The NCPA Amended and Restated Commission Rules of Procedure (a.k.a. By-Laws) provides for a standing Committee, known as the Finance Committee, which considers all financial, accounting or auditing matters referred to it by the Commission, its Chairman, the Executive Committee, the General Manager or the Chief Financial Officer of the Agency. Appointment to this Committee is made by the Commission Chairman, subject to ratification by the Commission and is presently comprised of 5 members.

Current members of the Finance Committee are as follows:

Gary Plass, Vice Mayor, Healdsburg, Chairman
Robert Orbeta, AGM Administration, Alameda
Monty Hanks, Finance Director, Roseville
Jordan Ayers, Deputy City Manager/Internal Service Director, Lodi
Janis Pepper, Electric Division Manager, Santa Clara

Due to the reasons described below, it is necessary to make new appointments to the Finance Committee in order to have a full complement of members on the Committee.

Janis Pepper no longer works for the City of Santa Clara, thereby creating a vacant position on the Finance Committee. It is recommended by NCPA Commission Chairperson Carol Garcia, that Ann Hatcher, Electric Division Manager for the City of Santa Clara be appointed to the NCPA Commission Finance Committee, replacing Janis Pepper.

In addition, last month Gary Plass was elected to the NCPA Executive Committee as Vice Chair and will become the Chairperson of the Legislative & Regulatory Committee. Gary cannot serve as Chairperson of two committees at the same time, therefore, it is recommended that Matt Michaelis, City of Gridley Finance Director be appointed to replace Gary Plass on the Committee, although not as the Chairperson.

The City of Roseville has requested that their current representative, Monty Hanks, be replaced with Philip McAvoy, Electric Rates and Financial Administrator for Roseville Electric.

The above changes mean that a new Chairperson needs to be appointed. It has been customary for the position of Chairperson to be a member of the NCPA Commission, not a staff person, so it is recommended that Madeline Deaton, NCPA Commissioner and City of Alameda Public Utilities Board Member replace Robert Orbeta, Alameda on the Finance Committee and be appointed Chairperson of the Committee.

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

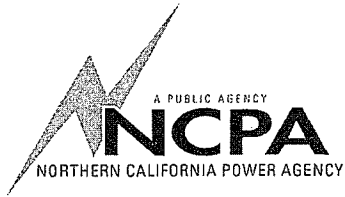
ENVIRONMENTAL ANALYSIS:

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,



CAROL GARCIA
Chairperson



Commission Staff Report

August 18, 2016

COMMISSION MEETING DATE: August 25, 2016

SUBJECT: Approval of WAPA Letter of Agreement Number 16-SNR-01997 for the 2016 REC Program

AGENDA CATEGORY: Consent

FROM: <i>ST</i> James Takehara	METHOD OF SELECTION:
Energy Resource Analyst	N/A
Division: Power Management	
Department: Industry Restructuring	Enter description of "other".

IMPACTED MEMBERS:

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

Place an X in the box next to the applicable Member(s) above.

RECOMMENDATION:

NCPA staff recommends that the NCPA Commission adopt and approve the WAPA Letter of Agreement Number 16-SNR-01997 on behalf of the NCPA members identified herein, and delegate authority to the NCPA General Manager to execute the LOA, including any non-substantive modifications to the WAPA Letter of Agreement Number 16-SNR-01997 approved by NCPA's General Counsel.

BACKGROUND:

Western Area Power Administration (WAPA) is distributing Renewable Energy Credits (RECs) produced by Central Valley Project (CVP) facilities to preference power customers. NCPA members have used CVP as part of their renewable energy portfolios and have used CVP RECs to demonstrate compliance with the state's renewable energy mandate.

The attached Letter of Agreement (LOA) specifies the terms under which RECs are transferred. The LOA has a one-year term, expiring August 31, 2017; applies to RECs produced by CVP facilities in 2016; and allows either party to terminate with a 30-day written notice. RECs are nontransferable, except NCPA may transfer RECs to members it represents under the LOA. WAPA does not warrant or represent that the RECs from the CVP will satisfy any Federal or State renewable energy mandates.

FISCAL IMPACT:

The estimated cost of this LOA is less than \$10,000, and will be allocated according to Base Resource percentages of represented members. NCPA administrative costs are allocated in accordance with approved cost allocation methodologies as described the NCPA annual budget.

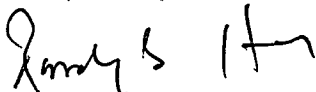
ENVIRONMENTAL ANALYSIS:

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.

COMMITTEE REVIEW:

The recommendation was reviewed by the Facilities Committee on August 3, 2016 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: 2

RESOLUTION 16-60

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVAL OF THE LETTER OF AGREEMENT NUMBER 16-SNR-01997
WITH THE WESTERN AREA POWER ADMINISTRATION**

(reference Staff Report #183:16)

WHEREAS, the Northern California Power Agency ("NCPA") members are facing increasing environmental mandates including California's "Clean Energy and Pollution Reduction Act of 2015" that requires the use of Renewable Energy Credits ("RECs") to demonstrate compliance with the state's legislative mandate and goal that not less than 50% of retail sales be served by renewable energy resources by 2030; and

WHEREAS, various NCPA members are preference power customers of Western Area Power Administration ("WAPA") and purchase a percentage share of the Base Resource that consists of various products including the electrical output, capacity, and environmental attributes of the hydroelectric facilities that make up the Central Valley Project; and

WHEREAS, the WAPA offers RECs associated with the generation of the Central Valley Project to all preference power customers through the "SNR REC Program"; and

WHEREAS, Letter of Agreement 16-SNR-01997 establishes the specific terms and conditions of the SNR REC Program for RECs generated during 2016; and

WHEREAS, WAPA does not warrant or represent that the associated RECs will be eligible for Federal or State regulatory compliance, and expressly prohibits NCPA from selling or transferring any associated RECs with the sole exception that NCPA is permitted to transfer associated RECs to the members that it is representing in the SNR REC Program; and

WHEREAS, by executing the Letter of Agreement, NCPA agrees to pay WAPA for its allocated share of costs related to WREGIS account registration fees, REC creation and transfer fees, and any other reimbursable expenses; 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 Letter of Agreement Number 16-SNR-01997 and authorizes the General Manager of NCPA to execute the Letter of Agreement Number 16-SNR-01997 on behalf of NCPA, including any non-substantive modifications approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this ___ day of _____, 2016 by the following vote on roll call:

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

 CAROL GARCIA
 CHAIRPERSON

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY



Department of Energy
Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, California 95630-4710

JUL - 6 2016

Letter of Agreement 16-SNR-01997

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

Dear Mr. Howard:

The Northern California Power Agency (NCPA) is a customer of the Western Area Power Administration's (Western) Sierra Nevada Region (SNR) and has executed Base Resource Contract 04-SNR-00782 with Western. Some of SNR's customers have requested that SNR make the renewable energy credits (RECs) that may be associated with SNR's hydropower generation available to them to assist in meeting their renewable requirements. Although SNR is willing to initiate a 2016 RECs program, SNR does not warrant or represent that the RECs it provides under this program will satisfy any Federal or State renewable portfolio standards.

This Letter of Agreement (LOA) provides the terms and conditions under which SNR will apportion RECs to participants in the 2016 REC Program in association with power generated in 2016.

1 Participation in SNR's RECs Program:

- 1.1 In order to receive an apportionment of RECs from SNR's RECs Program, NCPA must be a Western Renewable Energy Generation Information System (WREGIS) Account Holder. SNR will not apportion or create RECs for NCPA until its WREGIS Account Holder status has been verified.
- 1.2 Project use customers may participate in SNR'S RECs program by providing written notice to Western at least 60 days prior to the first day of the first month that such customer desires to begin participation.
- 1.3 All RECs provided under this LOA shall be from the vintages January 2016 through December 2016.

1.4 For the purposes of participating in SNR's RECs program under this LOA, NCPA shall include the following members and the base resource percentages they have assigned to NCPA:

- 1.4.1 Alameda Municipal Power
- 1.4.2 Biggs, City of
- 1.4.3 Gridley, City of
- 1.4.4 Healdsburg, City of
- 1.4.5 Lodi, City of
- 1.4.6 Lompoc, City of
- 1.4.7 Oakland, Port of
- 1.4.8 Plumas-Sierra Rural Electric Cooperative
- 1.4.9 Ukiah, City of

2 Definitions:

- 2.1 "CVP RECs" shall mean the renewable energy credits that may be associated with the megawatthours from Central Valley Project hydropower generation.
- 2.2 "Stampede RECs" shall mean the renewable energy credits that may be associated with the megawatthours from the Washoe Project hydropower generation.
- 2.3 "Unclaimed RECs" shall mean the renewable energy credits that may be associated with SNR's hydropower generation from Lewiston, Nimbus and Stampede that are not being claimed by other preference or project use customers.

3 Apportionment of RECs:

SNR will apportion the RECs in a three-step process. Calculation of apportionments will be completed as follows:

3.1 CVP RECs:

- 3.1.1 SNR will calculate the amount of Base Resource NCPA received in calendar year 2015 based on the sum of power scheduled to NCPA from its Base Resource percentage and its contribution to or allocation from the Hourly Exchange Program.
- 3.1.2 SNR will then calculate NCPA's total Base Resource percentage for calendar year 2015 by dividing the amount of Base Resource NCPA received in calendar year 2015 by the total Base Resource hydropower generation available in calendar year 2015.

3.1.3 Finally, SNR will apply NCPA's total Base Resource percentage as determined in Subsection 3.1.2 above to the total CVP RECs available for each month in 2016 to determine NCPA's apportionment of CVP RECs for each of these months.

3.2 Unclaimed RECs:

3.2.1 SNR will normalize the participating customers' Base Resource percentages for calendar year 2015 by dividing each customer's Base Resource percentage by the total of all participating customers' Base Resource percentages.

3.2.2 SNR will then apply NCPA's normalized percentage to the total Unclaimed RECs for each month in 2016 to determine NCPA's apportionment of Unclaimed RECs.

3.2.3 NCPA acknowledges that its normalized percentage, used for the apportionment of Unclaimed RECs, may change during the term of this LOA depending on the number of participating customers.

3.3 Stampede RECs:

Stampede RECs will be held in WREGIS until SNR can determine the annual amount of RECs due to the Truckee Donner Public Utility District (TDPUD) and the City of Fallon (Fallon) before allocating the Stampede RECs to others. Once SNR has determined the percentage of the Stampede RECs to be provided to TDPUD and Fallon due to their contributions to the Washoe Project, the remaining Stampede RECs will be apportioned to the participants pursuant to the procedures provided in Subsections 3.1 and 3.2 above.

3.4 SNR will transfer NCPA's CVP and Unclaimed RECs apportionments through WREGIS after the RECs have been created by WREGIS.

3.5 SNR will transfer Stampede RECs apportionments through WREGIS after the TDPUD and Fallon percentage has been determined and the Stampede RECs have been created by WREGIS.

4 Nontransferable:

NCPA hereby acknowledges and agrees that RECs associated with Western power are neither transferable nor available for resale by NCPA; Except That, NCPA may transfer RECs received through SNR's RECs program to the members listed in Subsection 1.4 above.

5 Compensation to Western:

5.1 Western's costs to administer SNR's RECs program will be paid by those participants receiving an apportionment of SNR's RECs through WREGIS. Each participant's costs will be determined based on the participant's *pro rata* share of RECs. Western's costs will include, but are not limited to, the following:

5.1.1 Western's costs to join WREGIS as an account holder;

5.1.2 Western's costs for WREGIS to create RECs;

5.1.3 Western's costs for transferring RECs from its WREGIS account to participant's WREGIS account;

5.1.4 Any other costs Western may incur for its participation in WREGIS to operate this program; and

5.1.5 Any other costs Western may incur from a third-party due to providing services hereunder.

5.2 These costs will be provided as a line item on NCPA's monthly electric service bill from Western.

6 General Power Contract Provisions:

The General Power Contract Provisions dated September 1, 2007, are attached hereto and are hereby made a part of this LOA the same as if they had been expressly set forth herein.

7 Term:

7.1 This LOA must be signed by NCPA on or before September 1, 2016 in order for NCPA to participate in SNR's 2016 RECs program.

7.2 This LOA shall become effective on September 1, 2016, and shall terminate August 31, 2017; provided that either NCPA or SNR may terminate this LOA upon 30 days advance written notice. All obligations created under this LOA while in effect shall remain until satisfied.

If you are in agreement with the terms and conditions written above, please indicate your approval by signing and dating both originals of this LOA and return one to

Ms. Ruth Nye (N6205) at this office. If you have any questions, please contact Sandee Peebles at (916) 353-4454.

Sincerely,



Sonja A. Anderson
Vice President of Power Marketing
for Sierra Nevada Region

In Duplicate

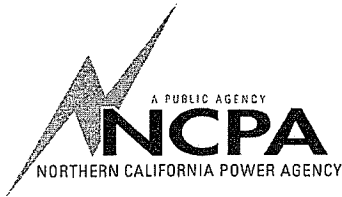
NORTHERN CALIFORNIA POWER AGENCY

By: _____

Title: _____

Address: _____

Date: _____



Commission Staff Report

August 15, 2016

COMMISSION MEETING DATE: August 25, 2016

SUBJECT: Approval of CY 2017 NCPA Capacity Pool Rates

AGENDA CATEGORY: Consent

FROM:	David Dockham ^{DLD}	METHOD OF SELECTION:
	AGM, Power Management	N/A
Division:	Power Management	
Department:	Industry Restructuring	N/A

IMPACTED MEMBERS:

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

Place an X in the box next to the applicable Member(s) above.

RECOMMENDATION:

NCPA staff recommends that the Commission approve and adopt the Local Area and System Resource Adequacy capacity rates proposed herein for use in the NCPA Capacity Pool, as described in Pooling Schedule 4, during the 2017 Resource Adequacy compliance year.

BACKGROUND:

The NCPA Capacity Pool was developed and incorporated into the Second Amended and Restated Pooling Agreement to provide a mechanism for Pool members¹ to voluntarily transact Local Area and System Resource Adequacy capacity in an efficient manner through the NCPA All Resources Bill. In accordance with Pooling Schedule 4, Section 3.8, an ad hoc group of Pool members is to be organized to develop and propose Local Area and System Resource Adequacy capacity rates to the Commission for approval, and pending such approval will be used to price Local Area and System Resource Adequacy capacity transactions executed in the NCPA Capacity Pool.

ISSUE:

An ad hoc group of Pool members has been organized to develop Local Area and System Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during the 2017 Resource Adequacy compliance year². The ad hoc group of Pool members organized to develop Local Area and System Resource Adequacy capacity rates used a combination of formal and informal market price surveys to develop a negotiated rate for Local Area and System Resource Adequacy capacity to be used within the NCPA Capacity Pool. NCPA, on behalf of the Pool members, is seeking Commission approval of the developed Local Area and System Resource capacity rates for use in the NCPA Capacity Pool during the 2017 Resource Adequacy compliance year.

CAPACITY RATES:

The following Local Area and System Resource Adequacy capacity rates have been developed for use in the NCPA Capacity Pool during the 2017 Resource Adequacy compliance year:

- Local Area Capacity Rate - \$2.20 / kW-Month
- System Capacity Rate - \$1.00 / kW-Month

FISCAL IMPACT:

Work associated with development of the NCPA Capacity Pool Local Area and System Resource Adequacy capacity rates has been undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

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.

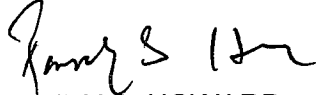
COMMITTEE REVIEW:

¹ NCPA Pool members include Cities Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, and Ukiah, and Plumas-Sierra Rural Electric Cooperative, and the Port of Oakland.

² The 2017 Resource Adequacy compliance year is coincident with the 2017 calendar year, but includes data submittals and demonstrations that will be filed with the CAISO in 2016.

The recommendation provided herein was reviewed by the Facilities Committee on August 3, 2016, and was recommended for Commission approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Randy S. Howard", written in a cursive style.

RANDY S. HOWARD
General Manager

Attachments: 1

RESOLUTION 16-63

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVAL OF CY 2017 NCPA CAPACITY POOL RATES

(reference Staff Report #189:16)

WHEREAS, the Northern California Power Agency ("NCPA") Capacity Pool was developed and incorporated into the Second Amended and Restated Pooling Agreement to provide a voluntary mechanism for Pool members to transact Local Area and System Resource Adequacy capacity in an efficient manner through the NCPA All Resources Bill; and

WHEREAS, in accordance with the process documented in Pooling Schedule 4, an ad hoc group of Pool members is to be organized to develop and propose Local Area and System Resource Adequacy capacity rates to the Commission for approval to be used to price Local Area and System Resource Adequacy capacity transactions executed in the NCPA Capacity Pool; and

WHEREAS, an ad hoc group of Pool members was organized to develop Local Area and System Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during the 2017 Resource Adequacy compliance year; and

WHEREAS, the ad hoc group of Pool members organized to develop Local Area and System Resource Adequacy capacity rates used a combination of formal and informal market price surveys to develop a negotiated rate for Local Area and System Resource Adequacy capacity to be used in the NCPA Capacity Pool; 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

WHEREAS, work associated with development of the NCPA Capacity Pool Local Area and System Resource Adequacy capacity rates has been undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves and adopts the Local Area and System Resource Adequacy capacity rates listed below for use in the NCPA Capacity Pool, as described in Pooling Schedule 4, during the 2017 Resource Adequacy compliance year:

- Local Area Capacity Rate - \$2.20 / kW-Month
- System Capacity Rate - \$1.00 / kW-Month

PASSED, ADOPTED and APPROVED this ___ day of _____, 2016 by the following vote on roll call:

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

 CAROL GARCIA
 CHAIRPERSON

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY



Commission Staff Report

August 16, 2016

COMMISSION MEETING DATE: August 25, 2016

SUBJECT: Approval of BART Confirmation for Agency Services

AGENDA CATEGORY: Consent

FROM:	David Dockham ^{DLD}	METHOD OF SELECTION:
	AGM, Power Management	N/A
Division:	Power Management	
Department:	Industry Restructuring	N/A

IMPACTED MEMBERS:

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

Place an X in the box next to the applicable Member(s) above.

RECOMMENDATION:

NCPA staff recommends that the Commission approve and adopt the Confirmation for Agency Services, pursuant to the BART SMSA, and authorize the General Manager of NCPA to execute the Confirmation for Agency Services, on behalf of NCPA, including any non-substantive modifications to the Confirmation for Agency Services approved by NCPA's General Counsel.

BACKGROUND:

The San Francisco Bay Area Rapid Transit District ("BART") currently receives certain transmission services from Pacific Gas and Electric Company ("PG&E") pursuant to a Network Integration Transmission Service Agreement ("NITSA"). The NITSA is set to expire on December 31, 2016. BART is currently engaged in negotiations with PG&E for transitioning from the NITSA, and the outcome of such negotiations will impact the services NCPA may provide to BART beyond the term of the NITSA. Beginning January 1, 2017, it is very likely that BART will participate in the California Independent System Operator ("CAISO") wholesale markets either directly, or through NCPA, and during this transition process, BART may require NCPA's provision of services that are not otherwise available to BART through any of the existing agreements BART has in place with NCPA.

AGENCY SERVICES:

BART currently receives services from NCPA pursuant to the Single Member Services Agreement ("BART SMSA"), Power Management and Administrative Services Agreement ("PMASA"), Amended and Restated Facilities Agreement ("FA"), and Amended and Restated Scheduling Coordination Program Agreement ("SCPA"). Pursuant to the BART SMSA, NCPA can supply Agency Services to BART, which will enable NCPA to act on behalf of BART as its agent for select activities. NCPA, in coordination with BART, has developed a Confirmation for Agency Services which is intended to enable NCPA to supply Agency Services to BART during the NITSA transition period. The scope of services contained in the Confirmation for Agency Services includes the following activities: (i) perform nomination and bidding activities to acquire and transact Congestion Revenue Rights, (ii) submit regulatory data to appropriate Balancing Authorities, including Resource Adequacy compliance filings, and (iii) directly act on behalf of BART, or as BART's agent, for registration, filings and data submittals pertaining to BART's transition with the CAISO.

A copy of the Confirmation for Agency Services has been attached to this staff report for your reference.

FISCAL IMPACT:

In compensation for NCPA's provision of Agency Services to BART, NCPA shall invoice BART for any and all direct costs incurred by NCPA, not otherwise currently included in BART's allocated share of Power Management Services Costs and Administrative Services Cost, pursuant to the BART SMSA, and consisting of new charges imposed on NCPA by others, including any direct fees assessed to NCPA by the CAISO for processing submitted data and requests, for work performed by NCPA on behalf of BART under the Confirmation for Agency Services.

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 August 3, 2016 and was recommended for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments: 2

RESOLUTION 16-64

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVAL OF BART CONFIRMATION FOR AGENCY SERVICES

(reference Staff Report #190:16)

WHEREAS, the San Francisco Bay Area Rapid Transit District ("BART") currently receives certain transmission services from Pacific Gas and Electric Company ("PG&E") pursuant to a Network Integration Transmission Service Agreement ("NITSA"), and the NITSA is set to expire on December 31, 2016; and

WHEREAS, BART is currently engaged in negotiations with PG&E for transitioning from the NITSA, and the outcome of such negotiations will impact the services NCPA may provide to BART beyond the term of the NITSA; and

WHEREAS, beginning January 1, 2017, it is very likely that BART will participate in the California Independent System Operator ("CAISO") wholesale markets either directly, or through NCPA, and during this transition process, BART may require NCPA's provision of services that are not otherwise available to BART through any of the existing agreements BART has in place with NCPA; and

WHEREAS, BART currently receives services from NCPA pursuant to the Single Member Services Agreement ("BART SMSA"), Power Management and Administrative Services Agreement ("PMASA"), Amended and Restated Facilities Agreement ("FA"), and Amended and Restated Scheduling Coordination Program Agreement ("SCPA"); and

WHEREAS, pursuant to the BART SMSA, NCPA can supply Agency Services to BART, which will enable NCPA to act on behalf of BART as its agent for select activities; and

WHEREAS, NCPA, in coordination with BART, has developed a Confirmation for Agency Services which is intended to enable NCPA to supply Agency Services to BART during the NITSA transition period; and

WHEREAS, the scope of services contained in the Confirmation for Agency Services includes the following activities: (i) perform nomination and bidding activities to acquire and transact Congestion Revenue Rights, (ii) submit regulatory data to appropriate Balancing Authorities, including Resource Adequacy compliance filings, and (iii) directly act on behalf of BART, or as BART's agent, for registration, filings and data submittals pertaining to BART's transition with the CAISO; and

WHEREAS, in compensation for NCPA's provision of Agency Services to BART, NCPA shall invoice BART for any and all direct costs incurred by NCPA, not otherwise currently included in BART's allocated share of Power Management Services Costs and Administrative Services Cost, pursuant to the BART SMSA, and consisting of new charges imposed on NCPA by others, including any direct fees assessed to NCPA by the CAISO for processing submitted data and requests, for work performed by NCPA on behalf of BART under the Confirmation for Agency 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.

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves and adopts the Confirmation for Agency Services, pursuant to the BART SMSA, and authorizes the General Manager of NCPA to execute the Confirmation for Agency Services, on behalf of NCPA, including any non-substantive modifications to the Confirmation for Agency Services approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2016 by the following vote on roll call:

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

 CAROL GARCIA
 CHAIRPERSON

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY

SINGLE MEMBER SERVICES AGREEMENT
for
SPECIAL TRANSACTIONS
by and between the
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
and the
NORTHERN CALIFORNIA POWER AGENCY

CONFIRMATION
AGENCY SERVICES

In accordance with the terms and conditions of the Single Member Services Agreement for Special Transactions by and between the San Francisco Bay Area Rapid Transit District and the Northern California Power Agency ("BART SMSA") dated December 1, 2005, as such may be amended from time to time, Northern California Power Agency ("NCPA") may provide certain Agency Services to the San Francisco Bay Area Rapid Transit District ("Member") upon receipt of a written Confirmation requesting such Agency Services from Member. Agency Services are services that NCPA may provide in the capacity of the exclusive agent of the Member, as principal, subject to the provisions of the BART SMSA. Member has requested NCPA to provide Agency Services as described herein, and NCPA has agreed to provide Agency Services in consideration of the costs of such activities as described herein. The Agency Services provided to Member herein are separate and distinct from all other Agency Services NCPA may provide to Member pursuant to the BART SMSA; therefore, this Confirmation does not replace or supersede any other Confirmation that may be made between NCPA and Member.

This Confirmation for Agency Services is made this _____ day of _____, 20__ with reference to the following facts, among others:

- A. Member currently receives certain transmission services from Pacific Gas and Electric Company ("PG&E"), pursuant to a Network Integration Transmission Service Agreement (the "NITSA"). The NITSA is set to expire as of December 31, 2016.
- B. Pursuant to the terms and conditions of the BART SMSA, NCPA currently supplies certain Power Procurement and Advisory Services to Member as further described in Attachment "A", which is attached to and made part of the BART SMSA. The current term of the BART SMSA is set to expire on December 31, 2016.
- C. Member is a signatory participant to the Power Management and Administrative Services Agreement ("PMASA"), the Amended and Restated Facilities Agreement ("FA"), and the Amended and Restated Scheduling Coordination Program Agreement ("SCPA"), under which NCPA supplies certain services to Member.
- D. Member and PG&E are engaged in active negotiations to define the manner in which BART may receive transmission services or other services from PG&E beyond the

current term of the NITSA, and the results of such negotiations will also influence the manner in which NCPA may supply certain services to Member beyond the current term of the NITSA.

Therefore, the Parties agree as follows:

PURPOSE OF CONFIRMATION

NCPA currently supplies certain services to Member pursuant to the terms and conditions of the BART SMSA, PMASA, FA and SCPA. The services supplied to Member under Attachment "A" to the BART SMSA are set to expire as of December 31, 2016. Due to the pending conclusion of the active negotiations between Member and PG&E, the manner in which NCPA may supply certain services to Member beyond December 31, 2016, has not been fully determined; therefore, NCPA and Member have not completed development of an agreement that will supersede and replace Attachment "A" to the BART SMSA. The agreement that is contemplated to replace the existing Attachment "A" to the SMSA is expected to become effective as of January 1, 2017, and will include the scope of services NCPA will supply to Member beyond December 31, 2016, that are not otherwise available to Member as a participant under the PMASA, FA and SCPA. During the period prior to December 31, 2016, (the "Transition Period") Member may request NCPA to supply certain Agency Services to Member, as further described herein, that are not otherwise available to Member pursuant to the Attachment "A" to the BART SMSA, PMASA, FA and SCPA. The purpose of this Confirmation for Agency Services is to enable NCPA to supply Agency Services to Member during the Transition Period, and to obligate Member to compensate NCPA for any and all costs NCPA may directly incur as a result of supplying Agency Services to Member. This Confirmation for Agency Services is not intended to act as the replacement to the Attachment "A", or to specify what services NCPA may supply to Member beyond December 31, 2016, that are not otherwise available to Member pursuant to the PMASA, FA and SCPA. The Parties agree and acknowledge that any such services shall be supplied to Member, if any, pursuant to a separate contractual instrument.

SCOPE OF AGENCY SERVICES

NCPA shall provide the following Agency Services to Member during the Transition Period, which are separate and distinct from the services NCPA supplies to Member pursuant to the terms and conditions of the Attachment "A" to the BART SMSA, PMASA, FA and SCPA:

- I. Performing nomination and bidding activities to acquire and transact Congestion Revenue Rights; and manage Congestion Revenue Rights holdings on behalf of Member, acting as Member's Agent.
- II. Submit regulatory data to appropriate Balancing Authorities by defined deadlines, including Resource Adequacy compliance filings.

- III. Directly act on behalf of Member, or act as Member's agent, for registration, filing and submission of data and other information as may be required by the California Independent System Operator ("CAISO"), to enable Member to participate in the CAISO wholesale markets as a market participant either directly or through NCPA, which may be required during the Transition Period.

COST OF AGENCY SERVICES

In compensation for NCPA's provision of Agency Services, as described herein, NCPA shall invoice Member for any and all direct costs incurred by NCPA, not otherwise currently included in Member's allocated share of Power Management Services Costs and Administrative Services Cost, pursuant to the PMASA, and consisting of new charges imposed on NCPA by others, including any direct fees assessed to NCPA by the CAISO for processing submitted data and requests, for work performed by NCPA on behalf of Member under this Confirmation for Agency Services. For avoidance of doubt, direct costs as contemplated herein, does not include costs associated with NCPA staff time and resources. By executing this Confirmation, Member hereby agrees to compensate NCPA for any and all direct costs imposed on NCPA by others, associated with NCPA's provision of Agency Services.

Member waives all provisions of BART SMSA Article 2, including those requiring that NCPA provide an estimate of costs or man-hours, names of personnel who will perform services, or schedules of performance.

WAIVER OF RISK DISCLOSURE STATEMENT

Member, by executing this Confirmation, acknowledges that it is aware of and has fully considered the risks inherent in consummating the transaction contemplated herein, if any, and based on such understanding of the risks Member waives NCPA's obligation to develop and provide the following risk disclosure statements as required under the SMSA: Contract Form Risk Disclosure Statement, Counterparty Risk Disclosure Statement, and Contract Damages Risk Disclosure Statement.

Pursuant to the terms and conditions of the BART SMSA and this Confirmation, the undersigned hereby approves the cost of Agency Services described herein.

**SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT**

**NORTHERN CALIFORNIA
POWER AGENCY**

By:

Date:

APPROVED AS TO FORM:

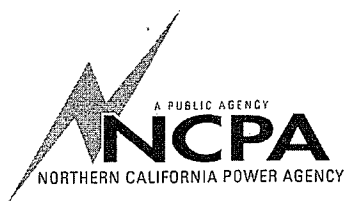
Member Counsel

By: Randy Howard

Date:

APPROVED AS TO FORM

Michael Dean, General Counsel



Commission Staff Report

August 16, 2016

COMMISSION MEETING DATE: August 25, 2016

SUBJECT: Approval of the Assignment, Assumption and Consent Agreement

AGENDA CATEGORY: Consent

FROM:	David Dockham <i>DD</i>	METHOD OF SELECTION:
	AGM, Power Management	N/A
Division:	Power Management	
Department:	Industry Restructuring	N/A

IMPACTED MEMBERS:					
All Members	<input type="checkbox"/>	City of Lodi	<input checked="" type="checkbox"/>	City of Ukiah	<input checked="" type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input checked="" type="checkbox"/>	Plumas-Sierra REC	<input checked="" type="checkbox"/>
Bay Area Rapid Transit	<input checked="" type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Redding	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Other	<input type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara	<input checked="" type="checkbox"/>		<input type="checkbox"/>
<hr style="width: 50%; margin: auto;"/> <hr style="width: 50%; margin: auto;"/>					
<i>Place an X in the box next to the applicable Member(s) above.</i>					

RECOMMENDATION:

NCPA staff recommends the Commission adopt and approve the Assignment, Assumption and Consent Agreement, and authorize the General Manager of NCPA to execute the Assignment, Assumption and Consent Agreement, on behalf of NCPA, including any non-substantive modifications to the Assignment, Assumption and Consent Agreement approved by NCPA's General Counsel.

BACKGROUND:

Mercuria Energy America, Inc. ("MEA") currently acts as NCPA's Project Gas Supplier and Manager for the Lodi Energy Center ("LEC") project, pursuant to a Master Transaction Confirmation (the "Confirmation") that is attached to and made part of NCPA's NAESB with MEA. NCPA has been notified that MEA intends to assign the Confirmation to EDF Trading North America, LLC ("EDFT"), which would result in EDFT becoming NCPA's new Project Gas Supplier and Manager for the LEC project.

ASSIGNMENT AGREEMENT:

In order for MEA to assign the Confirmation to EDFT, NCPA must provide written consent of such assignment. MEA and EDFT have provided an Assignment, Assumption and Consent Agreement (the "Assignment Agreement") to NCPA to confirm NCPA's consent of the assignment. Pursuant to the Assignment Agreement, effective September 1, 2016, EDFT will become the new Project Gas Supplier and Manager for the LEC project, and the Confirmation will be assigned to be made part of NCPA's NAESB with EDFT. EDFT currently acts as a Project Gas Supplier and Manager for other natural gas resources that are owned and operated by NCPA, and the assignment of the Confirmation to EDFT will result in no material change to the operations of the LEC project.

The Assignment Agreement has been attached to this staff report for your reference.

FISCAL IMPACT:

The Confirmation that will be assigned to EDFT will not be modified, therefore there are no material costs associated with the proposed assignment.

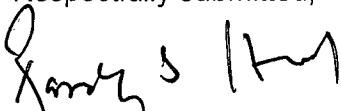
ENVIRONMENTAL ANALYSIS:

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 Lodi Energy Center Project Participant Committee on August 8, 2016, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: 2

RESOLUTION 16-65

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVAL OF THE ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT**

(reference Staff Report #191:16)

WHEREAS, Mercuria Energy America, Inc. ("MEA") currently acts as NCPA's Project Gas Supplier and Manager for the Lodi Energy Center ("LEC") project, pursuant to a Master Transaction Confirmation (the "Confirmation") that is attached to and made part of NCPA's NAESB with MEA; and

WHEREAS, NCPA has been notified that MEA intends to assign the Confirmation to EDF Trading North America, LLC ("EDFT"), which would result in EDFT becoming NCPA's new Project Gas Supplier and Manager for the LEC project; and

WHEREAS, in order for MEA to assign the Confirmation to EDFT, NCPA must provide written consent of such assignment; and

WHEREAS, MEA and EDFT have provided an Assignment, Assumption and Consent Agreement (the "Assignment Agreement") to NCPA to confirm NCPA's consent of the assignment; and

WHEREAS, pursuant to the Assignment Agreement, effective September 1, 2016, EDFT will become the new Project Gas Supplier and Manager for the LEC project, and the Confirmation will be assigned to be made part of NCPA's NAESB with EDFT; and

WHEREAS, the Confirmation that will be assigned to EDFT will not be modified, therefore there are no material costs associated with the proposed assignment; 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.

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves the Assignment, Assumption and Consent Agreement, and authorizes the General Manager of NCPA to execute the Assignment, Assumption and Consent Agreement, on behalf of NCPA, including any non-substantive modifications to the Assignment, Assumption and Consent Agreement approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this ___ day of _____, 2016 by the following vote on roll call:

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

 CAROL GARCIA
 CHAIRPERSON

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the "*Assignment Agreement*") is made and entered into this ___ day of _____, 2016 (the "*Execution Date*") by and among **Mercuria Energy Gas Trading LLC** ("*Assignor*"), **EDF Trading North America, LLC** ("*Assignee*"), and **Northern California Power Agency** ("*Consenting Party*") (Assignor, Assignee and Consenting Party are sometimes referred in this Assignment Agreement as a "*Party*" and collectively as the "*Parties*").

WHEREAS, Assignor and Consenting Party are parties to certain transactions (the "*Assigned Transactions*"), as evidenced by a Confirmation (an "*Old Confirmation*") a copy of which is attached hereto as Exhibit 1, which was entered into pursuant to that certain Base Contract for Sale and Purchase of Natural Gas dated June 22, 2010, entered into between Assignor's predecessor in interest, J.P. Morgan Ventures Energy Corporation, and Consenting Party (together with all amendments and modifications, the "*Subject Agreement*");

WHEREAS, Assignee and Consenting Party have previously entered into the New Master Agreement (as defined below);

WHEREAS, Assignor desires to assign and delegate to Assignee, from and after the Effective Time, all of its rights, duties and obligations in the Assigned Transactions, and Assignee desires to accept such assignment and delegation and to assume all such rights, duties and obligations with the effect that the Assignee and Consenting Party enter into a new confirmation (each a "*New Confirmation*") between them having terms identical to those of each of the Old Confirmations, from and after the Effective Time, in accordance with the terms hereof;

WHEREAS, Assignor and Assignee desire to obtain Consenting Party's written consent to assign or transfer such Assigned Transactions, and Consenting Party desires to grant such consent in accordance with the terms hereof;

WHEREAS, with effect from and including the Effective Time, the Consenting Party wishes to accept the Assignee as its sole counterparty with respect to the Assigned Transactions and the Assumed Liabilities; and

WHEREAS, the Parties have entered into this Assignment Agreement subject to the satisfaction of certain conditions precedent, as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Assignment.** Effective as of the Effective Time, on the Novation Date Assignor hereby assigns to Assignee all of its right, title, benefit, privileges and interest in and to the Assigned Transactions that are to be performed or accrue on and after the Effective Time and that do not relate to a calculation period or delivery period (however defined) ending before the Effective Time. For purposes of this Assignment Agreement, "*Effective Time*" shall mean the

beginning of the hour ending 0100 eastern prevailing time on the Novation Date. “*Novation Date*” shall mean [September 1, 2016].

2. **Assumption.** Effective as of the Effective Time, Assignee hereby accepts such assignment and assumes and agrees to observe and perform the Liabilities of Assignor under or relating to the Assigned Transactions, which are to be performed or accrue on and after the Effective Time, to the extent such Liabilities arise from or relate to acts, omissions or events occurring or conditions arising on or after the Effective Time (the “*Assumed Liabilities*”). All Liabilities other than the Assumed Liabilities, including but not limited to Liabilities (i) arising from or relating to acts, omissions or events occurring or conditions arising prior to the Effective Time but which have not been settled, paid or performed as of the Effective Time; or (ii) due and payable or due to be performed after the Effective Time, but which accrued with respect to or otherwise related to a calculation period or delivery period (however defined) ending prior to the Effective Time (collectively, the “*Excluded Liabilities*”), shall remain and be the obligation and responsibility of Assignor, and Assignee shall not assume, discharge, perform or be responsible in any way for any Excluded Liabilities. For purposes of this Assignment Agreement, “*Liabilities*” means indebtedness, obligations, duties and other liabilities (including in respect of or arising out of any breach of contract or actual or alleged failure of Assignor to perform any obligation), whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due with respect to any one or more of the Assigned Transactions.

3. **Acceptance by Consenting Party.** Effective as of and from the Effective Time, Consenting Party hereby consents to the assignment of the Assigned Transactions and accepts Assignee as the party to perform only the Assumed Liabilities of Assignor under the Assigned Transactions.

4. **Releases.**

(a) Effective as of and from the Effective Time, Consenting Party hereby releases and forever discharges Assignor and Assignor’s Guarantor(s), if any, from any and all further obligations to Consenting Party with respect to the Assumed Liabilities, including any liability of any type as a consequence of, or relating to, the Assigned Transactions, including, without limitation, all manner of action and inaction, cause or causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity arising out of, or which are in any way related to, the Assigned Transactions, provided that, for certainty, the foregoing shall not release or discharge Assignor or Assignor’s Guarantor(s), if any, in respect of the settlement, payment or performance of any Excluded Liabilities, and all such Excluded Liabilities shall remain and be the obligation and responsibility of Assignor and Assignor’s Guarantor(s), if any, and shall be paid or performed by Assignor to the Consenting Party in accordance with the terms of the Assigned Transactions as though such agreements had not been assigned.

(b) Effective as of and from the Effective Time, Assignor hereby releases and forever discharges Consenting Party and Consenting Party’s Guarantor(s), if any, from any and all further obligations to Assignor with respect to the Assigned Transactions and from any and all liability of any type as a consequence of, or relating to, the Assigned Transactions, including, without limitation, all manner of action and inaction, cause or causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity, arising out of or which are

in any way related to, the Assigned Transactions; provided that, for certainty, the foregoing shall not release or discharge Consenting Party or Consenting Party's Guarantor(s), if any, in respect of the settlement, payment or performance of any Liabilities or obligations: (i) arising from or relating to acts, omissions or events occurring or conditions existing prior to the Effective Time but which have not been settled, paid or performed as of the Effective Time; or (ii) due and payable or due to be performed after the Effective Time, but which accrued with respect to or otherwise related to a calculation period or delivery period (however defined) ending prior to the Effective Time (for avoidance of doubt, (i) and (ii) collectively constitute the "**Consenting Party Excluded Liabilities**"), and all such Consenting Party Excluded Liabilities shall remain and be the obligation and responsibility of Consenting Party and shall be paid or performed by Consenting Party to the Assignor in accordance with the terms of the Assigned Transactions as though such agreements had not been assigned. For purposes of this Section 4(b), "**Liabilities**" means indebtedness, obligations, duties and other liabilities (including in respect of or arising out of any breach of contract or actual or alleged failure of Consenting Party to perform any obligation), whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due with respect to any one or more of the Assigned Transactions.

5. **Master Agreement.** Assignee and Consenting Party are parties to that certain Base Contract for Sale and Purchase of Natural Gas dated October 5, 2011, as modified from time to time (the "**New Master Agreement**"). Effective at the Effective Time, all the Assigned Transactions (being those set forth on Exhibit 1) shall be subject to the New Master Agreement. Assignor and Consenting Party agree that nothing herein amends or modifies the terms of the Subject Agreement, any credit support provided by either party to the other thereunder or any transactions thereunder that are not Assigned Transactions, all of which shall continue to be in full force and effect on the terms and conditions set forth therein. Notwithstanding any provision of the New Master Agreement to the contrary, the New Master Agreement shall only apply to the Assigned Transactions from the Effective Date forward and any future transactions entered into between Assignee and Consenting Party that specifically refer to the New Master Agreement.

6. **Further Actions.** Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of another Party hereto, such further instruments of transfer and assignment, and to take such other action, as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment Agreement.

7. **Governing Law, Jurisdiction, Jury Trial Waiver.** The validity, interpretation and performance of this Assignment Agreement and each of its provisions shall be governed by the applicable laws of the State of California, without regard to its conflict of law provisions.

(b) With respect to any suit, action or proceeding relating to this Assignment Agreement (each a "**Proceeding**"), venue for any such Proceeding shall be the United States District Court, Eastern District, Sacramento Division, or in the Superior Court of the State of California in and for the County of Sacramento exclusively. The Parties hereto consent and agree that the above-named courts shall have personal jurisdiction over the Parties in any such Proceeding and that venue is proper in such courts.

(c) Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any Proceeding. Each Party (i) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party or Parties would not, in the event of such a Proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and each of the other Parties hereto have been induced to enter into this Assignment Agreement by, among other things, the mutual waivers and certifications in this Section.

8. **Representations.**

(a) Each Party hereby represents and warrants to the others as of the Execution Date and as of the Effective Time that:

(i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, is duly qualified to do business in those jurisdictions in which it is necessary for the conduct of its business, except for failures which in the aggregate are not material to the other Parties, and has all requisite corporate or other similar power and authority and the legal right to own and operate its properties and to conduct its business as currently conducted;

(ii) the execution, delivery, and performance by it of this Assignment Agreement does not require any consent, license, approval or authorization of, or other action by, or any notice or filing with, any governmental entity or any other person other than such as have already been obtained;

(iii) the execution, delivery and performance by it of this Assignment Agreement are within its organizational powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents or any government rule applicable to it or result in the breach, default or termination of any agreement to which it is a party including the Subject Agreement and New Master Agreement, as applicable;

(iv) this Assignment Agreement has been duly executed and delivered on its behalf; constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except where enforceability may be limited or otherwise impacted by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and except where enforceability is subject to the application of equitable principles or remedies;

(v) no petition or notice has been presented, no order has been presented, no order has been made and no resolution has been passed for its bankruptcy, liquidation, winding-up or dissolution, and no receiver, trustee, custodian or similar fiduciary has been appointed over the whole or any part of any of its assets or income, and it has not received any notice that any other person has any plan or intention of, filing, making or obtaining any such petition, notice, order or resolution or of seeking the appointment of a receiver, trustee, custodian or similar fiduciary;

(vi) it is acting for its own account, and it has made its own independent decisions to enter into this Assignment Agreement and as to whether this Assignment Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary; and

(vii) it is not relying on any communication (written or oral) of any other Party as investment advice or as a recommendation to enter into this Assignment Agreement; it being understood that information and explanations related to the terms and conditions of this Assignment Agreement shall not be considered to be investment advice or a recommendation to enter into this Assignment Agreement. No communication (written or oral) received from any other Party shall be deemed to be an assurance or guarantee as to the expected results of this Assignment Agreement.

(b) Each of the Assignor and Consenting Party hereby represents and warrants to each other and to the Assignee that:

(i) as of the Execution Date and as of the Effective Time, it has made no prior transfer (whether by way of security or otherwise) of any interest or obligation in or under or in respect of any of the Assigned Transactions;

(ii) as of the Effective Time, all obligations of the Assignor and the Consenting Party under each Assigned Transaction required to be performed on or before the Novation Date have been fulfilled; and

(iii) as of the Execution Date and as of the Effective Time, no event of default (or event which would with the passage of time become an event of default) with respect to it has occurred and is continuing under the Assigned Transactions.

9. **Entire Agreement.** This Assignment Agreement, and all exhibits and schedules hereto, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between the Parties.

10. **No Third Party Beneficiaries.** This Assignment Agreement is entered into for the sole benefit of the Parties, and except as specifically provided herein, no other person shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, this Assignment Agreement.

11. **Counterparts.** The Parties agree that this Assignment Agreement may be executed in counterparts and that, when taken together, such counterparts constitute but one agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first above written.

Assignor:

Mercuria Energy America, Inc.

By: _____
Name: _____
Title: _____

Assignee:

EDF Trading North America, LLC

By: _____
Name: _____
Title: _____

Consenting Party:

Northern California Power Agency

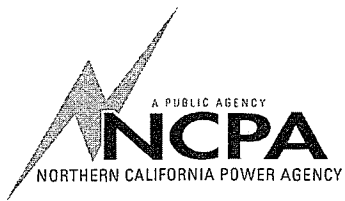
By: _____
Name: _____
Title: _____

Exhibit 1

Assigned Transactions

See attached Master Transaction Confirmation

See attached Excel spreadsheet



Commission Staff Report

August 16, 2016

COMMISSION MEETING DATE: August 25, 2016

SUBJECT: Approval of the Meter Service Agreement for Scheduling Coordinators

AGENDA CATEGORY: Consent

FROM:	David Dockham <i>DD</i>	METHOD OF SELECTION:
	AGM, Power Management	N/A
Division:	Power Management	
Department:	Industry Restructuring	N/A

IMPACTED MEMBERS:

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

Place an X in the box next to the applicable Member(s) above.

RECOMMENDATION:

NCPA staff recommends the Commission adopt and approve the Meter Services Agreement for Scheduling Coordinators, and authorize the General Manager of NCPA to execute the Meter Services Agreement for Scheduling Coordinators, on behalf of NCPA, including any modifications to the Meter Services Agreement for Scheduling Coordinators approved by NCPA's General Counsel.

BACKGROUND:

Northern California Power Agency ("NCPA") is a registered Scheduling Coordinator with the California Independent System Operator ("CAISO"). Pursuant to the CAISO Tariff, Scheduling Coordinators who submit settlement quality meter data ("SMQD") directly to the CAISO are required to execute a Meter Service Agreement for Scheduling Coordinators. The Meter Service Agreement for Scheduling Coordinators contains the terms and conditions under which Scheduling Coordinators are required to submit SMQD to the CAISO. All meter data that is collected and used by the CAISO for the settlement of loads and generation currently scheduled by NCPA are polled directly by the CAISO, and as such NCPA has only entered into a Meter Service Agreement for Metered Entities with the CAISO. On January 1, 2017, NCPA will begin scheduling the loads of the San Francisco Bay Area Rapid Transit District ("BART"), and the meter data associated with BART's loads cannot be directly polled by the CAISO. As a result, NCPA, acting as BART's Scheduling Coordinator, will be required to submit BART's load meter data directly to the CAISO, and therefore is required to execute a Meter Service Agreement for Scheduling Coordinators.

The Meter Service Agreement for Scheduling Coordinators is a FERC approved pro forma agreement that is included as Appendix B.6 of the CAISO Tariff.

FISCAL IMPACT:

Work associated with development of the Meter Service Agreement for Scheduling Coordinators has been undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

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: 1

RESOLUTION 16-66

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVAL OF THE METER SERVICE AGREEMENT FOR SCHEDULING
COORDINATORS**

(reference Staff Report #192:16)

WHEREAS, Northern California Power Agency ("NCPA") is a registered Scheduling Coordinator with the California Independent System Operator ("CAISO"); and

WHEREAS, pursuant to the CAISO Tariff, Scheduling Coordinators who submit settlement quality meter data ("SMQD") directly to the CAISO are required to execute a Meter Service Agreement for Scheduling Coordinators; and

WHEREAS, the Meter Service Agreement for Scheduling Coordinators contains the terms and conditions under which Scheduling Coordinators are required to submit SMQD to the CAISO; and

WHEREAS, all meter data that is collected and used by the CAISO for the settlement of loads and generation currently scheduled by NCPA are polled directly by the CAISO, and as such NCPA has only entered into a Meter Service Agreement for Metered Entities with the CAISO; and

WHEREAS, on January 1, 2017, NCPA will begin scheduling the loads of the San Francisco Bay Area Rapid Transit District ("BART"), and the meter data associated with BART's loads cannot be directly polled by the CAISO; and

WHEREAS, NCPA, acting as BART's Scheduling Coordinator, will be required to submit BART's load meter data directly to the CAISO, and therefore is required to execute a Meter Service Agreement for Scheduling Coordinators; and

WHEREAS, work associated with development of the Meter Service Agreement for Scheduling Coordinators has been undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget; 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.

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves the Meter Services Agreement for Scheduling Coordinators, and authorizes the General Manager of NCPA to execute the Meter Services Agreement for Scheduling Coordinators, on behalf of NCPA, including any modifications to the Meter Services Agreement for Scheduling Coordinators approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this ___ day of _____, 2016 by the following vote on roll call:

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

 CAROL GARCIA
 CHAIRPERSON

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY



Commission Staff Report

August 15, 2016

COMMISSION MEETING DATE: August 25, 2016

SUBJECT: Approval of First Amendment to Employment Agreement with General Manager

AGENDA CATEGORY: Discussion/Action

FROM:	Carol Garcia	METHOD OF SELECTION:
	Chairperson	N/A
Division:	Executive Committee	
Department:	NCPA Commission	

IMPACTED MEMBERS:

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

If other, please specify.

Place an X in the box next to the applicable Member(s) above.

RECOMMENDATION:

Approve a First Amendment to Employment Agreement, providing a five (5%) pay increase for the General Manager effective September 4, 2016.

BACKGROUND:

The Executive Committee reviewed the General Manager's performance in January 2016. While pleased with the General Manager's performance, the Executive Committee wanted to have more time to observe the General Manager's performance prior to considering a pay adjustment. As such, the Executive Committee recommended and the Commission approved in January 2016 awarding the General Manager a one-time additional 40 hours of administrative leave to be used in 2016.

The Executive Committee has reviewed the performance activity and considered executive pay data from a number of sources and studies. After considering all factors, the recommended five (5) percent increase is in alignment with industry average merit increases, and supports the accomplishments achieved by the Agency.

FISCAL IMPACT:

Funds are available in the Executive Services Salaries and Benefits account, and there is not a material change to the current fiscal year 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.

COMMITTEE REVIEW:

On July 27, 2016, the Executive Committee reviewed the General Manager's performance and supporting salary information and unanimously decided to recommend a five (5%) pay increase, effective September 4, 2016, to the Commission for its approval.

Respectfully submitted,



CAROL GARCIA
Chairperson

Prepared by



VICKI L. CICHOCKI
Human Resources Manager

Attachments:

- Resolution 16-61
- First Amendment to the Employment Agreement

RESOLUTION 16-61

RESOLUTION OF THE COMMISSION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND RANDY S. HOWARD ADJUSTING THE GENERAL MANAGER'S ANNUAL SALARY, AND AUTHORIZING THE CHAIRPERSON OF THE COMMISSION TO EXECUTE IT ON BEHALF OF THE AGENCY

(reference Staff Report #187:16)

WHEREAS, Randy S. Howard was retained as the Northern California Power Agency (NCPA) General Manager on January 31, 2015, under the terms of an agreement entitled the Employment Agreement by and Between the Northern California Power Agency and Randy S. Howard, dated as of December 4, 2014 ("the Employment Agreement"); and

WHEREAS, the Employment Agreement provides for the compensation including annual salary to be paid to Randy S. Howard as General Manager and delegates to the Executive Committee of NCPA the responsibility for annually reviewing the performance of the General Manager, reviewing the adequacy of his compensation including his annual salary, and making recommendations to the NCPA Commission regarding the same; and

WHEREAS, the Executive Committee has recommended that the Commission approve an amendment to the Employment Agreement which would provide a five (5) percent salary pay increase to the General Manager, effective September 4, 2016; and

WHEREAS, the Commission has reviewed a proposed First Amendment to Employment Agreement the effect of which is to adopt such salary increase and desires to approve it; and

NOW, THEREFORE, BE IT RESOLVED, that the Commission of the Northern California Power Agency hereby approves the First Amendment to Employment Agreement in the form presented to this meeting which increases the General Manager's annual salary by five (5) percent effective September 4, 2016, and it authorizes the Chairperson of the Commission to execute it on behalf of the Agency.

BE IT FURTHER RESOLVED that the Chairperson of the Commission and the NCPA Human Resources Manager are hereby authorized to execute and deliver any and all documents and to do and cause to be done any and all acts and things necessary or proper for carrying out the First Amendment to Employment Agreement.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2016 by the following vote on roll call:

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

 CAROL GARCIA
 CHAIRPERSON

 ATTEST: CARY A. PADGETT
 ASSISTANT SECRETARY

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT**
by and between the
NORTHERN CALIFORNIA POWER AGENCY
and
RANDY S. HOWARD

This First Amendment to Employment Agreement (“First Amendment”) is made by and between the Northern California Power Agency, a California joint powers agency (“the Agency”), and Randy S. Howard, an individual (“Randy S. Howard” or “General Manager”), as of the 25th day of August, 2016; and

WITNESSETH:

WHEREAS, the Parties have previously entered into an Employment Agreement dated as of December 4, 2014, by which the Agency has retained Randy S. Howard to act as its General Manager (“the Employment Agreement”); and

WHEREAS, the Executive Committee of the Agency has reviewed and evaluated the performance of Randy S. Howard and has recommended to the Commission of the Agency that the Annual Salary of the General Manager be adjusted in recognition of his job performance since the original execution of the Employment Agreement; and

WHEREAS, the Commission concurs with the recommendation of the Executive Committee and the Parties now desire to amend to Employment Agreement in accordance with Section 9(4) thereof so as to provide for an increased Annual Salary for Randy S. Howard.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Amendment of Section 4(1). Section 4(1) of the Employment Agreement is hereby amended to provide that the Annual Salary of the General Manager be Three Hundred Forty-One Thousand Two Hundred Fifty (\$341,250.00) dollars, effective as of September 4, 2016.

Section 2. In all other respects, the Employment Agreement shall remain in full force and effect.

This First Amendment has been approved by the Commission of the Northern California Power Agency, which has authorized its execution on behalf of the Agency by its Chairperson, and Randy S. Howard has executed it on his own behalf.

**NORTHERN CALIFORNIA POWER
AGENCY**, a joint powers agency

RANDY S. HOWARD, an individual

By: _____
Carol Garcia, Chairperson of the Commission

ATTEST:

By: _____
Cary A. Padgett, Assistant Secretary

APPROVED AS TO FORM:

By: _____
Michael F. Dean, General Counsel

2686933.1



Commission Staff Report

DATE: August 17, 2016

COMMISSION MEETING DATE: August 25, 2016

SUBJECT: Adit 4 Spoils Stabilization Project – Authorizing the General Manager to issue Purchase Orders For Engineering and Permitting Support Associated With Adit 4 Landslide

AGENDA CATEGORY: Discussion/Action

FROM:	Ken Speer Assistant General Manager	METHOD OF SELECTION:	
Division:	Generation Services		N/A
Department:	Hydro		

IMPACTED MEMBERS:

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

If other, please specify.

Place an X in the box next to the applicable Member(s) above.

RECOMMENDATION:

Staff recommends that the NCPA Commission approve Resolution 16-62 authorizing the General Manager or his designee to issue Purchase Orders for an amount not to exceed \$500,000 against the previously approved Multi-Task Service Agreement with GHD Inc. for engineering and permitting support associated with the Adit 4 landslide.

BACKGROUND:

The Adit 4 Tunnel Spoils (Spoils) are located approximately 1 ½ miles up canyon from the Collierville Powerhouse in Calaveras County. The Spoils incurred water-related damage in December 2015 and require remediation to stabilize the facility and prevent further erosion to Clark Creek.

NCPA operates the North Fork Stanislaus Hydroelectric Project (FERC Project No. 2409), which was constructed from 1986 to 1989. One of the project features is an 8.5 mile long pressurized water conveyance tunnel between the McKays Point Diversion Dam and the Collierville Power House. The tunnel has two (2) access adits. At one of these adits (Adit No. 4), tunnel rock cuttings Spoils were permanently stockpiled immediately below in a natural drainage in compliance with the Revised Spoils Disposal Plan dated April 1987 under a Right-of-Way Grant (CA 8281) from the United States Department of the Interior, Bureau of Land Management.

The Spoils facility includes approximately ¼ mile of the water conveyance culverts and gunite lined channels atop the Spoils. To mitigate erosion, an interim system of elevated surface culverts was installed to convey the water safely away from the toe of the failure to the erosion-resistant native drainage channel. This interim system will remain in-place until the design, permitting, and construction of the permanent erosion work is completed.

A Basis of Design Report (BODR) was completed in June by GHD Consultants. This report evaluated a wide set of alternatives to determine which repair project would meet NCPA's objectives. Project alternatives ranged in costs estimated from \$4.3M to \$12.8M (see Table 1). The cost estimates for three of the alternatives were effectively equal based upon their nominal spread and the expected uncertainties of estimates made at preliminary design. The Replacement In-kind alternative was not selected for further design because it did not meet all of NCPA's project objectives, namely, that it would possess the same inadequate safety factors that existed prior to the Spoils facility failure. The Slope-back alternative is considered the preferred option, due to its cost and relative constructability benefits. Accordingly, it is anticipated that this option will be progressed from preliminary to final design. The repair consists of replacing the failed internal drainage and surface creek conveyance systems and rebuilding the failed slope section into a stable configuration.

Table 1: Repair Alternative Summary

Alternative	Preliminary Estimate	Comment
Remove Spoils	\$12.8M	Significant unknowns
Replace in-kind	\$4.3M	Does not meet current design standards
MSE wall, drainage facilities replacement	\$4.6M	Constructability questions
Slope-back, drainage facilities replacement	\$4.5M	Preferred

FISCAL IMPACT:

Preliminary budget estimates to complete the repair are \$4.5M. As detailed design progresses, cost estimates will be updated. An insurance claim is presently under consideration. The insurer has retained an outside engineer to review the site damage, as well as the reports produced by NCPA to date. Staff provided the BODR to the insurer in June and will continue discussions as appropriate.

Preliminary cash flow expenditures for the remainder of 2016 are estimated at \$0.3M for engineering consulting and staff time. Cash flow expenditures for 2017 for construction and quality control/inspection are estimated at \$4.2M. All NCPA procurement policies and procedures, including competitive bidding and Public Works bidding, will be followed during the procurement processes.

SELECTION PROCESS:

The Adit 4 Spoils Facility has incurred substantial damage, is currently unstable, and requires repair to prevent further damage and ensure safe and environmentally compliant operation of the hydro assets. The design, environmental permitting, and public construction bidding must be completed prior to completing the construction work in 2017.

- Engineering proposals were evaluated for qualifications, ability to meet NCPA's requirements, and price. Staff conducted a competitive bidding process for engineering design and project support. Invitations to propose on the engineering work were extended to five (5) qualified firms. Three (3) firms attended the mandatory pre-proposal job walk. Two proposals were received on August 2: GHD Inc. and GEI Consultants. Both proposals were responsive to the requested scope of work, however the not-to-exceed cost estimates showed a significant spread with GHD at \$222,122 and GEI at \$397,807. Staff conducted individual interviews with each firm to review proposed engineering concepts, associated construction cost savings, and overall project understanding. It was determined that a significant portion of the cost spread was due to GEI's additional proposed geotechnical work, land surveying, and time associated with coming up-to-speed on the Project. Staff investigated the potential construction cost savings identified by GEI and determined that they were based primarily on uncertain design assumptions regarding earth-moving production rates that may or may not materialize. Staff is recommending that GHD be awarded the

engineering and associated permitting work due to its proposal resulting in the lowest total cost to complete the repairs. GHD has the lowest engineering cost and the estimated construction costs of both proposals (GHD and GEI) were approximately equal.

- Construction bidding is anticipated for the Spring of 2017. Pending authorization by the NCPA Commission, bids will be awarded in accordance with the Public Contract Code to the lowest responsive responsible bidder at the time the service is required. Additional engineering services are anticipated to be needed in addition to the \$222,122 initial purchase order to GHD for engineering design. Permitting and consultation with the regulatory agencies are ongoing, and engineering support may be needed during agency permitting depending on the requests of the individual permitting agencies. Additional engineering services (primarily construction support and quality assurance) will be required during construction. The additional engineering services anticipated during permitting and construction are estimated to be less than \$280,000, for a total anticipated engineering budget of less than \$500,000.

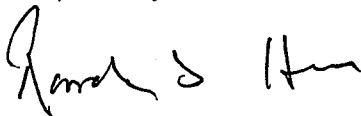
ENVIRONMENTAL ANALYSIS:

A Notice of Exemption was filed on January 27, 2016 to conduct the interim site stabilization measures that were completed shortly thereafter. An environmental analysis of the proposed project will be conducted and all necessary permits and CEQA filings will be made after the construction project has been adequately defined through design and prior to contract award for the permanent repair activities planned for 2017. It is anticipated that all necessary environmental consultations and authorizations will be granted in time to complete the project ahead of the 2017 rainy season. However, these consultations with the five (5) jurisdictional environmental agencies and CEQA process could affect the schedule.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on August 3, 2016 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment:

- Resolution

RESOLUTION 16-62

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
AUTHORIZING THE GENERAL MANAGER TO ISSUE PURCHASE ORDERS FOR
ENGINEERING AND PERMITTING SUPPORT ASSOCIATED WITH ADIT 4 LANDSLIDE

(reference Staff Report #188:16)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners Hydroelectric Facilities; and

WHEREAS, the Hydroelectric Facilities Adit 4 Spoils Facility has incurred substantial damage, is currently unstable, and requires immediate repair to prevent further damage and ensure the safe and environmentally compliant operation; and

WHEREAS, the design, environmental permitting, and public construction bidding must be completed in an accelerated timeframe in order to complete the work in 2017; and

WHEREAS, a California Environmental Quality Act Notice of Exemption was filed on January 27, 2016, and additional environmental review under the California Environmental Quality Act will be completed after design is sufficiently advanced, but prior to construction bidding;

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to issue Purchase Orders for not to exceed \$500,000 against previously approved Multi-Task Services Agreements for engineering and permitting support associated with the Adit 4 landslide.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016 by the following vote on roll call:

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

CAROL GARCIA
CHAIRPERSON

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY