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Facilities Committee Meeting Agenda

Date: May 3, 2023
Subject: NCPA Facilities Committee Meeting
Location: NCPA, 651 Commerce Drive, Roseville, California 95678 // Conference Call
Time: 9:00 am

****In compliance with the Brown Act, you may participate via teleconference at one of the meeting locations listed below or attend at NCPA Headquarters. In either case, please: (1) post this Agenda at a publicly accessible location at the participation location no later than 72-hours before the meeting begins, and (2) have a speaker phone available for any member of the public who may wish to attend at your location.****

NCPA, 651 Commerce Drive, Roseville, CA 95678 (916) 781-3636

ALAMEDA MUNICIPAL PWR 2000 Grand St., Alameda, CA	BAY AREA RAPID TRANSIT 2150 Webster Street, 10 th Floor, Oakland, CA	CITY OF BIGGS 3016 Sixth Street, Biggs, CA
CITY OF GRIDLEY 685 Kentucky Street, Gridley, CA	CITY OF HEALDSBURG 401 Grove Street, Healdsburg, CA	CITY OF LODI 1331 S. Ham Lane, Lodi, CA
CITY OF LOMPOC 100 Civic Ctr. Plaza, Lompoc, CA	CITY OF PALO ALTO 250 Hamilton Avenue, 3 rd Floor Palo Alto, CA	PLUMAS-SIERRA REC 3524 Mulholland Way, Sacramento CA
PORT OF OAKLAND 530 Water Street, Oakland, CA	CITY OF REDDING 3611 Avtech Pkwy., Redding, CA	CITY OF ROSEVILLE 2090 Hilltop Circle, Roseville, CA
CITY OF SHASTA LAKE 4332 Vallecito St., Shasta Lake, CA	SILICON VALLEY POWER 881 Martin Ave., Santa Clara, CA	TURLOCK IRRIGATION DISTRICT 333 E. Canal Drive, Turlock, CA
CITY OF UKIAH 300 Seminary Ave., Ukiah, CA		

The Facilities Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears as a Discussion/Action Item or a Report or an Information Item. When this Agenda is supplemented by Staff Reports, they are available to the public upon request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA Offices, 651 Commerce Drive, Roseville, California, or www.ncpa.com.

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

REVIEW SAFETY PROCEDURES

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. **Approval of Minutes** – Approve minutes from the April 5, 2023 Facilities Committee meeting.
3. **All NCPA Facilities, Members, SCPPA – Plug In America First Amendment to MTCSA** – Staff is seeking a recommendation for Commission approval of a First Amendment to the Multi-Task Consulting Services Agreement with Plug In America for electrification education and outreach services, to extend the term of the Agreement for an additional two year period, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: Legislative and Regulatory Affairs*)
4. **All NCPA Facilities, Members, SCPPA – EverLine Compliance CA, LLC Second Amendment to MTGSA** – Staff is seeking a recommendation for Commission approval of a Second Amendment to the five-year Multi-Task General Services Agreement with EverLine Compliance CA, LLC for pipeline maintenance and operations related services, amending Exhibits A and B to include additional regulatory services, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Category: Consent; Sponsor: CTs*)
5. **All NCPA Facilities, Members, SCPPA – Aspen Environmental Group MTCSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Aspen Environmental Group for energy related consulting services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Category: Consent; Sponsor: Generation Services Engineering*)
6. **NCPA Geothermal Facility – 2023 Steam Field Operations Forecast Report** – Staff is seeking a recommendation for Commission approval of the 2023 Steam Field Operations Forecast Report, including approval regarding the market power price at which to curtail the load at the NCPA Geothermal facilities, as the Geothermal Operating Protocol effective July 1, 2023, and remaining in effect until replaced by the Commission. (*Category: Consent; Sponsor: Geo*)
7. **NCPA 2023 Wildfire Mitigation Plan** – Staff is seeking a recommendation for approval of the NCPA 2023 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluator's recommendations. (*Commission Category: Consent; Sponsor: Generation Services Engineering*)

- 8. City of Lodi Scheduling Coordinator Agreement** - Staff is seeking a recommendation for Commission approval of a Scheduling Coordinator Agreement between NCPA and the City of Lodi, for the purpose of scheduling the Lodi Strategic Reserve Project (Resource ID LODI25_6_ERKNG1). *(Commission Category: Discussion/Action; Sponsor: Power Management)*

INFORMATIONAL ITEMS

- 9. New Business Opportunities** – Staff will provide an update regarding new business opportunities. *(Sponsor: Power Management)*
- 10. NCPA Inter-Agency Resource Plan (IARP) Update** – Staff will provide an informational update regarding the development of the NCPA IARP. *(Sponsor: Generation Services Engineering)*
- 11. NCPA Generation Services Plant Updates** – Plant Staff will provide the Committee with an informational update on current plant activities and conditions. *(Sponsor: Generation Services)*
- 12. Planning and Operations Update** – Staff will provide an update on issues related to planning and operations. *(Sponsor: Power Management)*
- 13. Next Meeting** – The next regular Facilities Committee meeting is scheduled for June 7, 2023.

ADJOURNMENT

AB/cp



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Minutes

Date: April 20, 2023
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: April 5, 2023 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Alan Harbottle (Alameda) at 9:08 am. Attending via teleconference and/or on-line presentation were Midson Hay (Alameda), Josh Cook (Biggs), Cliff Wagner (Gridley), Melissa Price (Lodi), CJ Berry (Lompoc), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Jared Carpenter (Port of Oakland), Basil Wong (Santa Clara), and Cindy Sauers (Ukiah). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and online presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Redding, Shasta Lake, and TID were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

2. **Approval of minutes from the March 1, 2023 Facilities Committee meeting, and the March 15, 2023 Special Facilities Committee meeting.**

Motion: A motion was made by Cliff Wagner and seconded by CJ Berry recommending approval of the minutes from the March 1, 2023 Facilities Committee meeting, and the March 15, 2023 Special Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville, Santa Clara, and Ukiah. The motion passed.

3. **All NCPA Facilities, Members, SPPA – Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy First Amendment MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy for chiller, HVAC, and boiler related maintenance services, modifying Exhibit A and Exhibit B to add to the scope of work and modify pricing, with no changes to the contract term or not-to-exceed amount, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SPPA, and SPPA Members.

NCPA entered into a five year Multi-Task General Services Agreement with Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy effective December 9, 2019, for use at all NCPA, NCPA Members, SPPA, and SPPA Member facilities.

NCPA has utilized Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy regularly for chiller services at its CT2 plant. NCPA recently discovered this vendor can also perform boiler work. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to modify Exhibit A to add boiler maintenance services to the Scope of Work and to modify Exhibit B to update pricing and add clarifying language regarding billing. NCPA has agreements in place with ACCO Engineered Systems, Inc. and Johnson Controls, Inc. for similar services. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, the original agreement, and First Amendment were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy for chiller and HVAC maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, modifying Exhibit A and Exhibit B, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara and Ukiah. The motion passed.

4. **All NCPA Facilities, Members, SCPPA – OST Trucks and Cranes, Inc. MTGSA – Staff** presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with OST Trucks and Cranes, Inc. for crane related services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

OST Trucks and Cranes Inc. is a current NCPA vendor whose agreement is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with American Crane Rental, Hatton Crane & Rigging, Maxim Crane Works, Summit Crane and Titan Crane & Rigging. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Cindy Sauers recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with OST Trucks and Cranes, Inc. for crane related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. The motion passed.

5. **All NCPA Facilities, Members, SCPPA – Tetra Engineering Group, Inc. MTPSA – Staff** presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Tetra Engineering Group, Inc. for HRSG inspection, steam plant assessments, root cause failures, and consulting engineering related services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Tetra Engineering Group, Inc. is a current NCPA vendor whose agreement is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Groome Industrial, HRST, Inc., Nooter Eriksen and N&T Consulting Service Inc. (pending). This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Cliff Wagner and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Tetra Engineering Group, Inc. for inspection services related to HRSG, power piping, steam plant assessments, root cause failures and consulting engineering, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. The motion passed.

- 6. All NCPA Facilities, Members, SCPPA – Baker Tilly US, LLP First Amendment to MTPSA –** Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task Professional Services Agreement with Baker Tilly US, LLP for auditing services, recognizing the name change to Baker Tilly US, LLP; elect to extend the agreement for three more years, and increase the not to exceed amount from \$500,000 to \$1 million for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

As a public agency, NCPA is required to have an annual audit and attestation of NCPA's financial statements performed by an independent auditor. In June 2018, the Commission approved a two-year Multi-Task Professional Services Agreement with Baker Tilly Virchow Krause LLP with a not-to-exceed amount of \$500,000 for the audits of NCPA fiscal years 2018 and 2019. The Agreement included NCPA's option to extend the term of the agreement for two additional three-year terms. In 2020, NCPA notified Baker Tilly Virchow Krause LLP of its intent to exercise the first three-year extension for the audit of the agency's financial statements for fiscal years 2020-2022, and the audit firm agreed to the extension. The audit firm has since changed its name to Baker Tilly US, LLP.

NCPA has notified Baker Tilly US, LLP of its intent to exercise the second three-year extension for the audit of the agency's financial statements for fiscal years 2023-2025, and the audit firm has agreed to extend the expiration date from July 1, 2023 to July 1, 2026. In order to fund the second extension, NCPA needs to increase the current not-to-exceed amount from \$500,000 to \$1,000,000.

Motion: A motion was made by Cliff Wagner and seconded by Josh Cook recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with Baker Tilly Virchow Krause LLP for annual audit services to change the audit firm's name to Baker Tilly US, LLP, to extend the term to July 1, 2026, and to increase the Not to Exceed amount of \$500,000 to a Not to Exceed amount of \$1,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. The motion passed.

7. **All NCPA Facilities – Parker Landscape Development, Inc. MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a Five Year Multi-Task General Services Agreement between NCPA and Parker Landscape Development, Inc. for commercial landscape maintenance and services, in an amount not to exceed \$300,000 for use at all facilities owned and/or operated by NCPA.

In February of 2023, staff issued a RFP soliciting proposals from landscape maintenance companies to perform landscape maintenance services including but not limited to general grounds keeping, horticultural maintenance, irrigation, cleanup of landscape areas, maintenance of irrigation systems, and replacement of plant materials as needed for NCPA headquarters and the Disaster Recovery Center on Sunrise.

NCPA has utilized this vendor in the past and has a good working relationship with them. The vendor proposed the lowest cost escalation over the term of the agreement. NCPA desires to enter into a five-year, multi-task general services agreement with Parker Landscape Inc. These activities are intended to provide NCPA properties with well-maintained landscaping, water efficiencies, and overall property appeal. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Cliff Wagner recommending Commission approval authorizing the General Manager or his designee to enter into a Five-Year Multi-Task General Services Agreement with Parker Landscape Development, Inc. for professional commercial landscape maintenance services, including; horticulture maintenance, irrigation, maintenance to irrigation, and special projects at NCPA headquarters and the Disaster Recovery Center on Sunrise, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$300,000 over five years, for use only at any facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. The motion passed.

8. **NCPA Cyber Security Insurance Renewal** – Staff presented background information and was seeking a recommendation for Commission approval to renew the Agency's Cyber Security Insurance Liability Program for April 2023 – April 2024.

Alliant Insurance Services has aggressively marketed the Cyber Security Insurance Program to ensure best-in-class pricing, terms, and conditions. Earlier in the year, the Insurance Markets indicated that insurers were seeing twenty to thirty percent year-over-year increases; these increases were later confirmed during market solicitation meetings with Alliant in December of 2022. The IS team and Plant personnel were instrumental in assisting with completing the insurer's lengthy application. The insurer requested no follow-up questions or clarifications. This effort led to the pricing improving substantially; Alliant estimates that the 2023 renewal premium will increase by approximately 10%. Staff recommends a not-to-exceed of \$258,000 to provide sufficient headroom for the General Manager to bind coverage.

Coverage details are listed below:

- **Business Interruption and Extra Expense** –responds to a loss of income and operating expenses when business operations are interrupted or suspended due to a network security failure.
- **Data Recovery** –responds to a loss of digital information assets, including customer databases resulting from a network security failure.

- **Cyber Extortion** –reimburses for payments made to settle network security-related extortion demands (e.g., threats to shut down websites, release confidential customer information, or vandalism of computer networks).
- **Privacy and Security** –responds to and covers claims arising from disclosing personally identifiable or confidential corporate information from various sources (e.g., phishing). Coverage extends to data in all forms (electronic and hard copy).
- **Breach Event and Crisis Management Coverage** –responds to the costs to retain vendors/services to assist in managing and mitigating a covered privacy or network security incident.

Motion: A motion was made by Cindy Sauers and seconded by Cliff Wagner recommending Commission approval authorizing the General Manager or his designee to negotiate and bind the Cyber Liability Insurance program for the term starting April 27, 2023, and ending April 27, 2024, at a not-to-exceed premium of \$258,000 for the Northern California Power Agency and Lodi Energy Center. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. The motion passed.

9. Plumas-Sierra Rural Electric Cooperative Admission to MPP – Staff provided background information and seeking a recommendation for Commission approval of admission of Plumas-Sierra Rural Electric Cooperative (PSREC) as a new Participant to the Amended and Restated Market Purchase Program Agreement (MPP).

Pursuant to the MPP Agreement, NCPA may act on behalf of MPP Agreement Participants to transact energy and energy related commodities. PSREC has expressed its desire to become a MPP Agreement Participant. Section 11.1 of the MPP Agreement states that a Member may execute the MPP Agreement and become a MPP Agreement Participant provided that such joinder is approved by the NCPA Commission. Upon becoming a MPP Participant, PSREC will participate in the program pursuant to the terms and conditions as set forth in the MPP Agreement.

Motion: A motion was made by Jiayo Chiang and seconded by Brian Schinstock recommending Commission approval of Plumas-Sierra Rural Electric Cooperative (PSREC) becoming a Participant under the Amended and Restated Market Purchase Program Agreement (MPP Agreement) upon PSREC's execution of the MPP Agreement. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. ABSTAIN = Biggs. The motion passed.

10. Approval of Letter of Agreement 23-SNR-02937 – Staff presented background information and was seeking a recommendation for Commission approval of the Letter of Agreement 23-SNR-02937 (WAPA 2023 REC Program) between Western Area Power Administration (WAPA) and Northern California Power Agency (NCPA).

Certain resources in the CVP Project are RPS eligible. Western utilizes a voluntary REC Program to distribute RECs to Base Resource customers. A Letter of Agreement (LOA) sets forth rules and requirements for the program. The LOA is renewed each year. By July 1, 2023, Base Resource customers will have to elect to participate in the CY 2023 WAPA REC Program. NCPA has participated in the program on behalf of the Pool Members in the past. Palo Alto has elected to participate in the program separately. Costs associated with entering into the WAPA 2023 REC Program Letter of Agreement 23-SNR-02937 are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented Members.

Motion: A motion was made by Alan Harbottle and seconded by Mike Brozo recommending Commission approval of the 2023 REC Program Letter of Agreement, and to authorize the General Manager of NCPA to execute the 2023 REC Program Letter of Agreement on behalf of NCPA, including any non-substantive modifications to the 2023 REC Program Letter of Agreement approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Ukiah. ABSTAIN = Santa Clara. The motion passed.

- 11. Approval of Exhibit C, Revision 25 to Contract 96-SNR-00110 (WAPA O&M Funding Commitment)** – Staff presented background information and was seeking a recommendation for Commission approval of Exhibit C, Revision 25 to Contract 96-SNR-00110, and authorizing the General Manager of NCPA to execute Exhibit C, Revision 25 to Contract 96-SNR-00110, on behalf of NCPA.

NCPA is a party to the O&M Agreement, on behalf of certain NCPA Members who have assigned their Base Resource percentages to NCPA. WAPA periodically requests participants to the O&M Agreement to execute revisions to the individual Customer Commitment and Contribution, or Exhibit C, which reflect allocated shares of the total funding obligation approved through the customer approval process.

Execution of Exhibit C, Revision 25 to Contract 96-SNR-00110 would establish a commitment by NCPA, specifically the Assigning Members, to provide funds associated with Federal Fiscal Year 2025 in the amount of \$11,720,811.88. The obligation to provide funds survives termination of the O&M Agreement, but any and all future obligations would be absolved coincident with the termination of the Base Resource contract. WAPA will invoice and collect funds according to a monthly schedule. Approximately one (1) month following payment, WAPA will return funds to NCPA through a bill credit on the monthly WAPA power bill. Therefore, the net fiscal impact is approximately zero dollars (\$0.00). Costs associated with this commitment will be allocated to the Assigning Members based on Western Allocation percentages.

Motion: A motion was made by Shiva Swaminathan and seconded by Mike Brozo recommending Commission approval of Exhibit C, Revision 25 to Contract 96-SNR-00110, and to authorize the General Manager of NCPA to execute Exhibit C, Revision 25 to Contract 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 25 to Contract 96-SNR-00110 approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Ukiah. ABSTAIN = Santa Clara. The motion passed.

- 12. Approval of General Services Agreement Between NCPA and Ulteig Engineers, Inc. for Meter Maintenance and Approval of an Amendment to the Pooling Agreement adding Pooling Schedule 14** – Staff presented and was seeking a recommendation for Commission approval of (i) a General Services Agreement between NCPA and Ulteig Engineers, Inc. for Meter Maintenance, and (ii) an amendment to the Second Amended and Restated Pooling Agreement adding a new Pooling Schedule 14 for meter maintenance services, and authorizing the General Manager of NCPA to execute the General Services Agreement between NCPA and Ulteig Engineers, Inc. for Meter Maintenance, on behalf of NCPA.

Pursuant to Section 7.4 of the Second Amended and Restated Pooling Agreement (Pooling Agreement) each Participant is required to install and maintain meters and metering equipment in accordance with all applicable metering requirements, including CAISO metering requirements. Section 7.4 of the Pooling Agreement also states that each Participant shall be solely responsible for maintaining their respective metering equipment; provided, however, a Participant may contract with NCPA to supply meter maintenance services pursuant to separate agreements.

To enable NCPA to acquire meter maintenance services on behalf of the Pooling Agreement Participants, NCPA has developed the new Pooling Schedule 14 (Meter Maintenance Program) to be incorporated into the Pooling Agreement. Pooling Schedule 14 (Meter Maintenance Program) directs NCPA, acting on behalf of the Pooling Agreement Participants, to acquire meter maintenance services from a qualified third party services provider, establishes the obligation for the Pooling Agreement Participants to pay for all direct and indirect costs associated with meter maintenance services, and describes the authority upon which approval of such services may be granted by the Commission.

The Pooling Agreement Participants have requested NCPA to contract with a qualified third party services provider to provide meter maintenance services for Pooling Agreement Participant meters and metering equipment. In response to this request, NCPA conducted a competitive solicitation with qualified third party services providers, and based on the responses received in such process, NCPA determined that a proposal made by Ulteig Engineers, Inc. to supply meter maintenance services best met the needs of the Pooling Agreement Participants. As such, NCPA has developed a General Services Agreement with Ulteig Engineers, Inc. for Meter Maintenance services, including the following scope of work: meter maintenance, meter and communication troubleshooting, and other miscellaneous work.

Motion: A motion was made by Jiayo Chiang and seconded by Cindy Sauers recommending Commission approval of (i) the General Services Agreement between NCPA and Ulteig Engineers, Inc. for Meter Maintenance, and (ii) adding Pooling Schedule 14 (Meter Maintenance Program) to the Second Amended and Restated Pooling Agreement, and to authorize the General Manager of NCPA to execute the General Services Agreement between NCPA and Ulteig Engineers, Inc. for Meter Maintenance, on behalf of NCPA, including any non-substantive modifications to the General Services Agreement between NCPA and Ulteig Engineers, Inc. for Meter Maintenance approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, and Ukiah. ABSTAIN = Roseville and Santa Clara. The motion passed.

- 13. NCPA Combustion Turbine and Geothermal Facilities, City of Redding, City of Roseville – Siemens Energy, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Siemens Energy, Inc. for T3000 maintenance and support services, with a not to exceed amount of \$6,000,000, for use at NCPA Combustion Turbine and Geothermal facilities, and for use at the City of Redding and the City of Roseville. All purchase orders will be issued following NCPA procurement policies and procedures.

In February 2016, a Power Plant Working Group was created which includes Members from NCPA, City of Redding, City of Roseville and Silicon Valley Power. The group meets quarterly to discuss safety, environmental and plant technical issues. During these discussions, it was discovered that the LEC, GEO, City of Redding and City of Roseville facilities all utilize the Siemens T3000 Control System. T3000 maintenance and support services are required from time to time related to project support at NCPA LEC and GEO facilities as well as the City of Redding and the City of Roseville. By collectively establishing one agreement with Siemens for these services, all of the facilities will benefit from discounted pricing on services as well as parts purchases. The cities of Redding and Roseville will utilize this agreement through NCPA's Shared Services Program. By combining efforts with Roseville and Redding, NCPA is able to negotiate a discount applicable to all participants. If the City of Redding and/or the City of Roseville opt to not use this agreement, NCPA will not be able to apply the discounted pricing.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Siemens Energy, Inc. for T3000 maintenance and support

services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$6,000,000 over five years, for use at NCPA Lodi Energy Center (LEC) and Geothermal (GEO) facilities as well as the City of Redding and the City of Roseville. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, Santa Clara and Ukiah. The motion passed.

- 14. NCPA Geothermal Facility – Second Amendment to Resolution 21-109 for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project** – Staff presented background information and was seeking a recommendation for Commission approval of a Second Amendment to Resolution 21-109 for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project: 1) delegating authority to the General Manager or his designee to execute Proof of Loss forms for \$3,559,999 (gross) for the Plant 2 Unit 4 Steam Turbine Damage Claim and deposit the balance back into the Maintenance Reserve account; 2) amending the SOW to include the overhaul of the spare rotor; and 3) authorizing an increase in the total not-to-exceed amount of this project from \$5,000,000 to \$6,409,275, with \$1,409,275 to come from the Maintenance Reserve Fund.

On December 2, 2021, the NCPA Commission approved the NCPA Geothermal Plant 2 Unit 4 Overhaul Project (SR: 244:21, Resolution: 21-109) with a budget of not to exceed \$3,500,000. During the course of work, damage to the rotor and the turbine internal components were discovered as a result of a steam strainer failure. The damaged steam turbine internals were sent to the vendor's shop in Missouri for further inspection and repair.

On December 1, 2022, the NCPA Commission approved an Amendment to the NCPA Geothermal Plant 2 Unit 4 Overhaul Project (SR: 260:22, Resolution: 21-109), increasing the total not to exceed amount of the project to \$5,000,000 to cover the cost to repair the stationary steam turbine internals. The repaired components were installed in early January 2023, and Unit 4 was returned to service in early February 2023.

NCPA has been working with FM Global on a potential insurance claim for the damages to the steam turbine internals. The gross insurance claim is \$3,599,999 minus the deductible of \$1,000 for a total insurance proceed of \$2,599,999.

Repairs to the damaged rotor were not included in the previous amendment to the project. NCPA used a spare rotor to bring Unit 4 back into service as a part of the overhaul project. NCPA staff would now like to complete the repairs to the damaged rotor to ensure a spare is available and on-site should it be needed in the future. Only a portion of the repairs are due to the loss. The other portion is due to normal wear and tear. NCPA has negotiated with FM Global with guidance from the turbine vendor as to what the share split should be.

This project is currently funded to \$5,000,000. This Second Amendment will result in an updated total not to exceed amount of \$6,409,275, with \$1,409,275 of funds being requested from the Maintenance Reserve. The proceeds from the pending insurance claim would be used to replenish the Maintenance Reserve.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval of Second Amendment to Resolution 21-109 for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project: 1) delegating authority to the General Manager or his designee to execute Proof of Loss forms for \$3,599,999 (gross) for the Plant 2 Unit 4 Steam Turbine Damage Claim and deposit the balance back into the Maintenance Reserve account; 2) modifying the Scope of Work and increasing the total not to exceed amount of this project from \$5,000,000 to \$6,409,275; and 3) authorizing the use of an additional \$1,409,275 from the Maintenance Reserve. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Plumas-Sierra, Roseville, Santa Clara and Ukiah. ABSTAIN = Palo Alto. The motion passed.

15. FY2024 Annual Budget Review and Approval – Staff presented and reviewed the final budget for FY2024, and was seeking a recommendation for Commission approval of the FY 2024 Annual Budget.

All changes resulting from the budget review meetings have been incorporated into the proposed FY2024 annual budget. The proposed FY2024 annual budget total is \$671.7 million (net of revenues). The overall results represent a 19.4% or \$109.1 million dollar increase over the FY2023 approved annual budget. The budget is up 19.4% largely due to the forward curve, load costs, and transmission costs.

The entire budget document is available on the Agency's extranet site, [NCPA Connect](#).

Motion: A motion was made by Josh Cook and seconded by Basil Wong recommending the Commission adopt and approve the FY2024 Annual Budget and Working Capital and Funding Requirement as outlined in Resolution 23-XX and as detailed in the attached budgetary support and Annual Budget document. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, Santa Clara and Ukiah. The motion passed.

INFORMATIONAL ITEMS

16. New Business Opportunities – Staff provided an update regarding new business opportunities.

NCPA Project Development (PPA) – Zero Waste Energy Development (ZWED)

- SB 1383 Compliance Goal
- 1.6 MW LF Gas – Existing Facility
- Participants: Santa Clara and Palo Alto
- Products: Energy, RPS, RA
- Term: 10 Year Term
- Operations: Seller to act as Scheduling Coordinator
- Price: To Be Discussed
- Negotiation Status: Active

Scheduling Coordinator Services – City of Lodi Strategic Reserve – Lodi is working with CDWR to install additional capacity in support of a State Strategic Reserve Program. This would be a 48+ MW natural gas facility operated by Enchanted Rock. NCPA's role would be to act as the Schedule Coordinator for the facility interconnected with the City of Lodi. This facility is to only be dispatched under limited circumstances such as CAISO system emergency (EEA1, EEA2, and EEA3) in response to a local transmission emergency. The goal of this project is to be operational in the summer of 2023. Staff is now engaging in initial discussions.

Geysers Geothermal – Next Steps

- Project Participation Percentage Transfer Deadline
 - Deadline: April 30, 2023
- Key Steps Required:
 - Provide written notice of intent to accept transfer to NCPA
 - Execute the Geysers Geothermal Third Phase Agreement by the Transfer Completion Deadline

17. NCPA 2023 Wildfire Mitigation Plan – Staff presented the draft NCPA 2023 Wildfire Mitigation Plan (WMP) for review and comment, including an overview of updated revisions recommended by the qualified independent evaluator.

Each local publicly owned electric utility and electrical cooperative shall update its plan annually and submit the update to the California Wildfire Safety Advisory Board (WSAB) by July 1 of each year. Last year's 2022 Ignitions, Wire Downs and "Fall In" tree mitigation were all zero, indicating good performance. This year's addition will include a metric for fire break maintenance at Geo, and a water drop tank deployment as part of fire spread risk reduction.

A Dudek revision is being conducted to assure that the NCPA WMP comprehensively addresses all of the applicable statutory requirements. Dudek review of program metrics should further establish that NCPA has taken reasonable actions to minimize the risk that its lines or equipment will cause a wildfire or contribute to spread risk.

Staff will provide a report to Facilities Committee in early May seeking a recommendation for Commission approval of the NCPA 2023 WMP and the comprehensive statutorily required 3-year reviews, with updated revisions based on the qualified independent evaluators assessment and WSAB recommendations.

18. NCPA Generation Services Plant Updates – Plant Staff provided an update on current plant activities and conditions.

Hydro – Collierville (CV) Power House was at 99% availability and New Spicer Meadows (NMS) Power House was at 87% availability during the month of March. March precipitation was 17.7 inches based on the 5 – Station Index. The snow pack is at 237% of average for this date. Collierville experienced a tailrace landslide during the month.

Hydrology

▪ New Spicer Meadows Reservoir Storage

- 11,131 acre feet decrease (18%) month-over-month
- 62,481 acre feet to 51,350 acre feet
 - High snow water content
 - Forecasts indicate Spicer will fill and spill
 - ~250,000 acre feet of snow water content in snowpack above Spicer
 - ~150,000 acre feet of available space in Spicer presently
- Optimizing stored water
 - Spicer draft 400 - 600 cfs beginning 1/18
 - Anticipate elevated drafts based on required flushing flows, likelihood of Spicer spill, market conditions
 - Flushing flows to be complete on 4/8/2023
 - Monitoring snowpack, runoff, and market

Current Events

▪ Projects

- FEMA/OES damage coordination
- USFS annual meeting
- Monthly CCWD coordination meetings
- Annual meeting with USFS
- Base mapping underway for Clarks Creek along CV PH
- 230 KV T-line vegetation management commencing

CTS – CT1 had 15 starts (Alameda Excitation System Commissioning and CT1 Lodi Emissions Testing) of 15 forecasted. FYTD total is 104 starts. CT2 had 0 starts of 0 forecasted. FYTD total is 21 starts.

▪ Outages

- CT1 Lodi- Forced outage on 3/25/23 from 0700-1330 to adjust new excitation system settings
- CT1 Alameda- U1/U2- Spring Outage complete. **Outage on 5/15 thru 5/17

- CT2 STIG- 4/1/23 thru 4/30/23 – In progress
- CT1 Lodi Run Hours
 - YTD hours 16.5 of 200 Allowed (based on calendar year)
- CT1 Alameda Diesel Hours
 - U1= 4.64 hrs. of 20 (based on rolling year)
 - U2= 5.32 hrs. of 20 (based on rolling year)
- Safety and Environmental
 - No Safety issues to report.
 - As previously noted, CT1 Lodi had an emissions deviation while performing excitation system commissioning. During operation, the CT was run at different loads. Inadvertently, the CT ran without water injection for two periods which caused the emissions deviation. Emissions deviation was reported to SJVAPCD on 2/23/23.
- Alameda U1/U2 May Outage (May 15-17, 2023)
 - Alameda island is currently on a single feed from PG&E due to Station “J” transformer issue. We had schedule our 6-year NERC PRC-005 testing during this outage. Unfortunately, the 115kV substation line differential 87B relay can’t be tested and CT’s for the relays can’t be de-energized. In order to test this relay, AMP has to open their two switchyard breakers CB242/232, close the shoo-fly to bypass the Alameda switch yard. The above sequence will interrupt power to the island. The testing request was halted by PG&E and AMP.
 - PG&E is forecasting that on April 10th, the Alameda island should be back on normal feed. Based on contractor’s schedule/availability and our LEC/STIG outage in April, we cannot complete the testing sooner. We had to reschedule the testing for **May 15-17, 2023.**
- Staff reviewed the CAISO Commitment Runs for March 2023.

Geo – There were no safety incidents to report for the month of March. Safety training is 49.7% complete. Severe winter weather hampered outage activities, and created safety hazards causing several near misses. The average net generation level for March was 51.1 MW. Total average net generation was 38.2 GWh. The FY 2023 net generation goal is 734 GWh. Currently FY 2023 actual net generation is 524.5 GWh YTD at 4% under the forecasted net generation YTD. Unit 2 returned to service on March 28, 2023. Unit 1 is currently still out of service. The return to service is TBD.

19. Planning and Operations Update –

- **Resource Integrations In Progress**
 - City of Lodi Strategic Reserve – June 2023
 - Dagget Solar / Storage – Q3 2023
 - Scarlet Solar / Storage – Q3 2023
 - West Tambo Solar – Q3
 - Proxima Solar / Storage – Q1 2024
- Over generation has started at the CAISO, which is causing lots of congestion. Lodi CTs are running with DA market clearing. The CAISO will most likely experience a couple months of over generation due to the high water amounts this year.

20. Next Meeting – The next regular Facilities Committee meeting is scheduled for May 3, 2023.

ADJOURNMENT



The meeting was adjourned at 12:04 pm by the Committee Chair.

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

[illegible]

**Northern California Power Agency
April 5, 2023 Facilities Committee Meeting
Attendance List**

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

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



Commission Staff Report

COMMISSION MEETING DATE: May 25, 2023

SUBJECT: Plug In America – First Amendment to Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione	METHOD OF SELECTION:
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

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

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement (MTCSA) with Plug In America for Electrification Education and Outreach Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two year period, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. Plug In America was one of the consultants selected based upon its experience and response to the RFP.

NCPA entered into a three-year MTCSA with Plug In America effective December 18, 2020, for an amount not to exceed \$750,000. This agreement has been used by NCPA Members through NCPA's Support Services program, and an NCPA Member has requested that the agreement be extended. This amendment will extend the term of the Agreement for an additional two-year period from the original expiration date of December 17, 2023 to a new date of December 17, 2025.

NCPA has agreements in place for similar services with Acterra, Cool the Earth, and Electric Car Insider.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$1,000,000 to \$2,000,000 over the remainder of the amended contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

Eight vendors were selected as a result of a Request for Proposal (RFP) process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity;

4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to perform the work within the time specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA.

This enabling agreement does not commit NCPA to any expenditure of funds. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation will be reviewed and discussed by the Facilities Committee on May 3, 2023.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 23-XX
- Multi-Task Consulting Services Agreement with Plug In America
- First Amendment to Multi-Task Consulting Services Agreement with Plug In America

RESOLUTION 23-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES AGREEMENT WITH PLUG IN AMERICA

(reference Staff Report #XXX:23)

WHEREAS, Northern California Power Agency (NCPA) and Plug In America entered into a Multi-Task Consulting Services Agreement effective December 18, 2020, for Plug In America to provide electrification education and outreach services, for use by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA Members have requested that the Agreement with Plug In America be extended beyond the original three-year term to accommodate anticipated projects; and

WHEREAS, NCPA desires to extend the term of the Agreement for an additional two-year period; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

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

JERRY SERVENTI
CHAIR

ATTEST:
ASSISTANT SECRETARY



FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND PLUG IN AMERICA

This First Amendment (“Amendment”) to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Plug In America (“Consultant”) (collectively referred to as “the Parties”) as of _____, 2023.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective December 18, 2020, (the “Agreement”) for Consultant to provide electrification education services including electric vehicle (EV) education, ride and drives, and dealer training and incentive programs; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional two (2) years from the original expiration date of December 17, 2023, to a new date of December 17, 2025; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1.1—Term of Agreement** is amended and restated to read in full as follows:

The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

2. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

SIGNATURES ON FOLLOWING PAGE

Date:_____

Date:_____

NORTHERN CALIFORNIA POWER AGENCY

PLUG IN AMERICA

RANDY S. HOWARD, General Manager

Authorized signatory

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND PLUG IN AMERICA

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Plug In America, a California 501(c)(3) nonprofit corporation with its office located at 6380 Wilshire Blvd Suite 1000, Los Angeles, CA 90048 ("Consultant") (together sometimes referred to as the "Parties") as of Dec. 18, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than three (3) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven-day

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

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND dollars (\$750,000.00)** for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

4.5 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this

Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
 - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4** Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall

not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

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

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

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

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

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

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

subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Jane Cirrincione, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Joel Levin
Executive Director
1270 S Alfred St., No. 351268
Los Angeles, CA 90035

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

10.16 Intellectual Property. Notwithstanding any other provisions herein, the Parties acknowledge and agree that Contractor's proprietary PlugStar software platform (the "Platform") and its PlugStar certification and training program for vehicle dealers (the "Certification Program") are pre-existing intellectual property of Contractor and are not Services Provided, Invention, or Work Product hereunder, regardless of any references in the Consulting Services Agreement. Agency acknowledges that Contractor is the sole owner of all intellectual property rights

in the PlugStar Platform, and the PlugStar Certification Program. Nothing herein shall be deemed to grant Agency any ownership rights in the Platform, or the Certification Program.

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

NORTHERN CALIFORNIA POWER AGENCY


PLUG IN AMERICA

Date 12/18/20

Date December 14, 2020



RANDY S. HOWARD
GENERAL MANAGER



JOEL LEVIN
EXECUTIVE DIRECTOR

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF SERVICES

A. EV Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the adoption of EVs by low to moderate income customers with a priority on financials more than environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle.
 - EV 101 educational classes for residents
 - EV 101 educational classes for commuters
- **Virtual and/or In-person Ride and Drives** for large and small groups with innovative and interactive ways to promote and educate low to moderate income customers about EVs, with a priority on financials more than environmental motivations. Ride and Drive length and content to be adjusted to the audience. Ride and drives to include, but are not limited to, information on used EVs, leasing vs. purchasing, different models, and lifetime price analysis of an EV vs. a fossil fuel vehicle.
 - Ride and Drives for residents
 - Ride and Drives for commuters
- **EV Expo's** that promote the adoption of EVs with a priority on converting fossil fuel vehicle drivers into EV drivers. The length and content of these EV Expo's will be adjusted to the audience. Expo's may include, but are not limited to, displays of EVs, test drives, and EV vendor booths.
 - EV Expo's for residents
 - EV Expo's at workplaces

B. Additional Services

- PlugStar Program, which may include:
- Dealer Incentives
- Sponsorship for national Plug In America events

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$750,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Ride and Drive Events

Final confirmation of funding is required at least seven weeks before the event in order to ensure dealer participation. Payment due upon completion of each event.

Budget details are below:

IN-PERSON RIDE AND DRIVE EVENT BUDGET				
A. ONE EVENT				
Line Item Description	Qty.	Cost	Total	Additional Details
Learning Center & Interactive Booth	1	\$3,000.00	\$3,000.00	This includes transport and set up of interactive and experiential EV Learning Center booth.
Campaign events through social and earned media	1	\$500.00	\$500.00	Provide content for mutually agreed channels. Encourage posting content by event participants that complements and amplifies NCPA member agency messaging.
Food Incentive	75	\$10.00	\$750.00	We will work with a food truck or local restaurant to provide a free meal to anyone who takes a test ride or drive in an EV.
Event Staff	6	\$160.00	\$960.00	Day-of event staff who will facilitate and manage the EV learning center and EV test drive/ride process.
Insurance	1	\$90.00	\$90.00	To meet the requirements of the site host
PIA Event Manager Staff Time (Hours)	45	\$60.00	\$2,700.00	Staff event management hours
Operating Costs			\$2,000.00	This covers general PIA operating costs, such as office space, office supplies, and utilities.

TOTAL			\$10,000.00	
B. TWO-FOUR EVENTS				
Line Item Description	Qty.	Cost	Total	Additional Details
Learning Center & Interactive Booth	1	\$3,000.00	\$3,000.00	This includes transport and set up of interactive and experiential EV Learning Center booth.
Campaign events through social and earned media	1	\$500.00	\$500.00	Provide content for mutually agreed channels. Encourage posting content by event participants that complements and amplifies NCPA member agency messaging.
Food Incentive	75	\$10.00	\$750.00	We will work with a food truck or local restaurant to provide a free meal to anyone who takes a test ride or drive in an EV.
Event Staff	6	\$160.00	\$960.00	Day-of event staff who will facilitate and manage the EV learning center and EV test drive/ride process.
Insurance	1	\$90.00	\$90.00	To meet the requirements of the site host
PIA Event Manager Staff Time (Hours)	45	\$60.00	\$2,700.00	Staff event management hours
Operating Costs			\$2,000.00	This covers general PIA operating costs, such as office space, office supplies, and utilities.
Discount		-10%	-\$1,000.00	Volume discount of 10% for 2-4 events
TOTAL			\$9,000.00	
C. FIVE TO SIX EVENTS				
Line Item Description	Qty.	Cost	Total	Additional Details
Learning Center & Interactive Booth	1	\$3,000.00	\$3,000.00	This includes transport and set up of interactive and experiential EV Learning Center booth.
Campaign events through social and earned media	1	\$500.00	\$500.00	Provide content for mutually agreed channels. Encourage posting content by event participants that complements and amplifies NCPA member agency messaging

Food Incentive	75	\$10.00	\$750.00	We will work with a food truck or local restaurant to provide a free meal to anyone who takes a test ride or drive in an EV.
Event Staff	6	\$160.00	\$960.00	Day-of event staff who will facilitate and manage the EV learning center and EV test drive/ride process.
Insurance	1	\$90.00	\$90.00	To meet the requirements of the site host
PIA Event Manager Staff Time (Hours)	45	\$60.00	\$2,700.00	Staff event management hours
Operating Costs			\$2,000.00	This covers general PIA operating costs, such as office space, office supplies, and utilities.
Discount		-15%	-\$1,500.00	Volume discount of 15% for 5-6 events
TOTAL			\$8,500.00	

VIRTUAL RIDE AND DRIVE EVENT BUDGET

Line Item Description	Qty.	Cost	Total	Additional Details
Programming Coordination	1	\$1,500.00	\$1,500	Acquisition of speakers, EV driver video creation, Zoom software costs.
Social Media Marketing Campaign	1	\$1,050.00	\$1,050	Inclusion of your logo, website links, and social media in our newsletter, and social media campaign.
Speaking Opportunity During Event	1	\$500.00	\$500	Your company can designate an individual to have an educational speaking role during the event.
PIA Event Manager Staff Time (Hours)	20	\$60.00	\$1,200	Staff event management hours
Operating Costs			\$750	This covers general PIA operating costs, such as office space, office supplies, and utilities.
TOTAL			\$5,000.00	

TWO TO FOUR EVENTS

Programming Coordination	1	\$1,500.00	\$1,500	Acquisition of speakers, EV driver video creation, Zoom software costs.
Social Media Marketing Campaign	1	\$1,050.00	\$1,050	Inclusion of your logo, website links, and social media in our newsletter, and social media campaign.
Speaking Opportunity During Event	1	\$500.00	\$500	Your company can designate an individual to have an educational speaking role during the event.
PIA Event Manager Staff Time (Hours)	20	\$60.00	\$1,200	Staff event management hours
Operating Costs			\$750	This covers general PIA operating costs, such as office space, office supplies, and utilities.
<i>Discount</i>		<i>-10%</i>	<i>-\$500.00</i>	<i>Volume discount of 10% for 2-4 events</i>
TOTAL			\$4,500.00	

FIVE TO SIX EVENTS

Programming Coordination	1	\$1,500.00	\$1,500	Acquisition of speakers, EV driver video creation, Zoom software costs.
Social Media Marketing Campaign	1	\$1,050.00	\$1,050	Inclusion of your logo, website links, and social media in our newsletter, and social media campaign.
Speaking Opportunity During Event	1	\$500.00	\$500	Your company can designate an individual to have an educational speaking role during the event.
PIA Event Manager Staff Time (Hours)	20	\$60.00	\$1,200	Staff event management hours
Operating Costs			\$750	This covers general PIA operating costs, such as office space, office supplies, and utilities.
<i>Discount</i>		<i>-15%</i>	<i>-\$750.00</i>	<i>Volume discount of 10% for 2-4 events</i>
TOTAL			\$4,250.00	

Dealer Training, Engagement and Certification Pricing (12-month performance period)
Pricing below represents options depending on how many dealers a utility would like to sponsor in a program. This program pricing can be funded by one or multiple NCPA member utilities.

Project not to exceed "NTE" amount would depend on the number of utilities and dealers participating.

Items	Cost
Program Management, Reporting and Administration <ul style="list-style-type: none"> - Includes 3rd party sales dataset acquisition (See data collection slide) <ul style="list-style-type: none"> - Evaluating PlugStar vs. non-PlugStar dealer sales in program territory - Includes quarterly progress reporting with calls and additional progress check-ins as necessary - Includes final report 	\$9,500 per year for a program with 3 dealers (minimum) +\$3,166 per year for each additional dealer
Materials, Customization and Printing/Shipping. Materials include: <ul style="list-style-type: none"> - Training manual (with participating NCPA member utility information) - Incentives Quick Reference Guide (with participating NCPA utility information) - Materials will continue to include and expand on information for used EVs Dealer Identification, Selection and Recruitment <ul style="list-style-type: none"> - PlugStar team to recruit the number of dealers as agreed to by NCPA members Dealer Training and Certification <ul style="list-style-type: none"> - Training and PlugStar EV certification and support for program dealers - Provide at least three (3) live EV sales webinar training for dealers - In-dealership training for dealers, as needed (COVID Dependant) PlugStar.com and EV Sales Online Tool <ul style="list-style-type: none"> - PlugStar.com: Update local data for NCPA member utilities that participate in the program (electricity rates, incentives, dealers, events, etc.) - EV Sales Tool: A regional license providing dealers access to our mobile-friendly PlugStar EV dealer tool with easy zip code based lookup of EV incentives, charging and info for the makes and models they sell Continued dealer field support and Dealer and Customer EV Support Program (Call Center) <ul style="list-style-type: none"> - Ongoing field support for dealers - Toll-free phone and email helpline support for PlugStar EV dealers and their customers 	\$28,000 per year for a program with 3 dealers (minimum) +\$9,333 per year for each additional dealer with programs with 12 or less dealers +\$8,500 per year for each dealer after the first 12 dealers in the program

Optional Dealer Incentive

Item	Cost
Dealer Incentive Funds Example (pass-through to dealers) <ul style="list-style-type: none"> - 250 incentives at \$400 per vehicle sold 	\$100,000
Incentive Administration Fees Example <ul style="list-style-type: none"> - 12% processing fee 	\$12,000 (based on the amount above)
Additional Program Management Fees	Additional \$1,864 per year per dealer enrolled in the program

Pricing for services not otherwise listed above will be quoted at the time services are requested.

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



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: May 25, 2023

SUBJECT: EverLine Compliance CA, LLC – Second Amendment to Five Year Multi-Task General Services Agreement for Pipeline Maintenance Operations Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task General Services Agreement with EverLine Compliance CA, LLC for pipeline operations and maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, amending Exhibits A and B to add required regulatory services, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Pipeline operations and maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with Energy Project Solutions, LLC, effective June 1, 2020, to provide such services, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

Effective April 18, 2022, NCPA and Energy Project Solutions entered into a First Amendment, accepting assignment of the agreement to EverLine Compliance CA, LLC.

It was recently determined NCPA didn't have a compliant control room under our current services to control the Alameda pipeline. Since the Alameda pipeline is a DOT PHMSA regulated asset, NCPA can't add it to the existing LEC control room without significantly increasing the regulatory requirements for NCPA and its employees. These services were previously administered by Dick Brown Technical Services (DBTS) as subcontracted by Energy Project Solutions (EPS), NCPA's previous pipeline compliance contractor. EverLine has acquired both DBTS and EPS, and can provide these services.

NCPA now desires to enter into a Second Amendment to the Multi-Task General Services Agreement amending Exhibits A and B to add these required regulatory control room services. NCPA does not have other agreements for similar services at this time.

FISCAL IMPACT:

Upon execution, the total cost of the agreement will be not to exceed \$1,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On May 3, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On May 8, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (4):

- Resolution 23-XX
- Multi-Task General Services Agreement with Energy Project Solutions, LLC
- First Amendment to Multi-Task General Services Agreement with Energy Project Solutions, LLC Accepting Assignment to EverLine Compliance CA, LLC
- Second Amendment to Multi-Task General Services Agreement with EverLine Compliance CA, LLC

RESOLUTION 23-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A SECOND AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH EVERLINE COMPLIANCE CA, LLC

(reference Staff Report #XXX:23)

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

WHEREAS, NCPA and Energy Project Solutions, LLC entered into a Multi-Task General Services Agreement effective June 1, 2020, to provide such services; and

WHEREAS, effective April 18, 2022, NCPA and Energy Project Solutions entered into a First Amendment, accepting assignment of the agreement to EverLine Compliance CA, LLC; and

WHEREAS, it was recently determined NCPA didn't have a compliant control room under our current services to control the Alameda pipeline. Since the Alameda pipeline is a DOT PHMSA regulated asset, NCPA can't add it to the existing LEC control room without significantly increasing the regulatory requirements for NCPA and its employees. These services were previously administered by Dick Brown Technical Services (DBTS) as subcontracted by Energy Project Solutions (EPS), NCPA's previous pipeline compliance contractor. EverLine has acquired both DBTS and EPS, and can provide these services; and

WHEREAS, NCPA now desires to enter into a Second Amendment to the Multi-Task General Services Agreement amending Exhibits A and B to add these required regulatory control room 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 of the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Second Amendment to the Multi-Task General Services Agreement with EverLine Compliance CA, LLC, with any non-substantial changes as approved by the NCPA General Counsel, amending Exhibits Ad and B to add required regulatory services, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

TRISHA ZIMMER
ASSISTANT SECRETARY



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND ENERGY PROJECT SOLUTIONS,
LLC ACCEPTING ASSIGNMENT TO EVERLINE COMPLIANCE CA, LLC**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and EverLine Compliance CA, LLC ("Contractor") (collectively referred to as "the Parties") as of April 18, 2022.

WHEREAS, the Agency and Energy Project Solutions, LLC entered into a Multi-Task General Services Agreement dated effective June 1, 2020, (the "Agreement") for Contractor to provide pipeline maintenance program services for the Agency, Agency Members, the Southern California Public Power Authority (SCCPA) or SCCPA Members; and

WHEREAS, effective October 25, 2021, Energy Project Solutions, LLC changed its name to EverLine Compliance CA, LLC; and the Agency desires to agree to the assignment of the Agreement to EverLine Compliance CA, LLC; and

WHEREAS, the Parties now desire to amend Section 13.7 entitled "Contract Administrator" of the Agreement to reflect the change of the administrator's name; and

WHEREAS, the Parties now desire to amend Section 13.8 entitled "Notices" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit A entitled "Scope of Services" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit C entitled "Affidavit of Compliance for Contractors" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties and Energy Project Solutions, LLC agree to the assignment of the Agreement to EverLine Compliance CA, LLC; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. The preamble to the Agreement is replaced in its entirety as follows:

"This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and EverLine Compliance CA, LLC, a limited liability company, with its office located at 841 Mohawk

Street, Suite 120, Bakersfield, CA 93309 ("Contractor") (together sometimes referred to as the "Parties") as of June 1, 2020 ("Effective Date") in Roseville, California."

2. Section 13.7 Contract Administrator is replaced in its entirety as follows:

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

3. Section 13.8 Notices is replaced in its entirety as follows:

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

EverLine Compliance CA, LLC
Attn: Michael Finch
4203 Montrose Blvd., Suite 670
Houston, TX 77006

Any written notice to Agency shall be sent to:

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

With a copy to:

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

4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit C – CERTIFICATION – Affidavit of Compliance for Contractors** is amended to include EverLine Compliance CA, LLC and shall be executed as set forth in the attached Exhibit C.
6. Agency hereby approves the name change of the Agreement from Energy Project Solutions, LLC to EverLine Compliance CA, LLC, Contractor.
7. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: 4/18/22

NORTHERN CALIFORNIA POWER AGENCY



RANDY S. HOWARD, General Manager

Date: 4/7/2022

EVERLINE COMPLIANCE CA, LLC



**LOUIS KRANNICH,
President**

Date: 4/11/2022

ENERGY PROJECT SOLUTIONS, LLC



**MICHAEL FINCH,
Director**

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

EverLine Compliance CA, LLC ("Contractor") shall provide the following Pipeline Maintenance Program services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members:

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

- Operations and maintenance field activities
- Operations and maintenance compliance activities
- Demonstration of operator qualification (OQ) compliance
- Integrity management program field activities
- Integrity management compliance
- Integrity management action items

Specific CT1 Alameda services to include, but not be limited to the following:

Identified Tasks, Frequency, & Task Assignments

Task Description:	Frequency	Not to Exceed (mths)	Category	Agency	Primary Reference	Resource	Comment
Reporting							
Pipeline Audit	AR	NA	O&M	PHMSA	49 CFR 192	EPS	EPS would provide onsite lead for any PHMSA audits or regulatory responses.
Annual report to PHMSA	March 15/ year	NA	O&M	PHMSA	49 CFR 191.17	EPS	
Incident reporting & investigation	AR	NA	O&M	PHMSA	49 CFR 191.5 & 15	EPS	
Safety Related Condition Reporting	AR	NA	O&M	PHMSA	49 CFR 191.23 & 25	EPS	
Investigation of failures	AR	NA	O&M	PHMSA	49 CFR 617	EPS	
OMB control number assigned to collect information	AR	NA	O&M	PHMSA	49 CFR 191.21	EPS	
National Registry of Operators and Notifications	AR	NA	O&M	PHMSA	49 CFR 191.22	EPS	
Annual NPMS review and update	March 15/ year	NA	O&M	PHMSA	49 CFR 191.29	EPS	
GIS Mapping and Analysis	AR	NA	NA	NA	NA	EPS	
Corrosion Control							
External corrosion control cathodic protection (CP) system survey	1x/calendar year	15	O&M	PHMSA	49 CFR 192.465(a)	FJ Tech	
External corrosion CP remote monitoring	Ongoing	NA	O&M	PHMSA	49 CFR 192.465(a)	DBTS	Remote CP monitoring was added several years ago using Omnimatrix.
External corrosion control rectifier inspection or critical bonds	6x/calendar year	2 1/2	O&M	PHMSA	49 CFR 192.465(b)&(c)	DBTS	
Internal corrosion corrosive gas investigation - obtain sample	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	DBTS	The NPCA pipeline has a long history of product analysis demonstrating that the gas is non-corrosive. No treatment of gas or coupons are expected for this pipeline.

Internal corrosion corrosive gas investigation - engineering review	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.477	EPS	
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMS A	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.453	EPS	
Emergency Response							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMS A	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMS A	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMS A	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
Damage Prevention							
Membership in a One Call	Ongoing	NA	O&M	PHMS A	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMS A	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.
Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Damage Prevention - Public Awareness							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public

							Awareness (PAPA).
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS completes the evaluation and provide program enhancements.
O&M Activities							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA

Annual review of pipeline specific O&M (PSOM)	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures. This is part of the O&M.
Annual review work performed by operator	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(b)(8)	EPS	
Change in class location required study	1x/calendar year	15	O&M	PHMSA	49 CFR 192.609	EPS	
Change in class location, confirmation or revision of MAOP	AR	NA	O&M	PHMSA	49 CFR 192.611	EPS	
Continuing surveillance review	1x/calendar year	15	O&M	PHMSA	49 CFR 192.613	EPS	
Critical crossing (highways, railroads) inspection - Class 3	4x/calendar year	4 1/2	O&M	PHMSA	49 CFR 192.705	DBTS	
Patrol of ROWs - Class 3	2x/calendar year	7 1/2	O&M	PHMSA	49 CFR 192.705	DBTS	
Leak survey - Class 3	2x/calendar year	7 1/2	O&M	PHMSA	49 CFR 192.706(a)	DBTS	
Pressure limiting device inspection (PSV)	1x/calendar year	15	O&M	PHMSA	49 CFR 192.739	DBTS	
Pressure limiting device inspection (ESD)	1x/calendar year	15	O&M	PHMSA	49 CFR 192.739	DBTS	
Pressure limiting gas pipeline capacity review (PSV)	AR	NA	O&M	PHMSA	49 CFR 192.743	EPS	
Valve maintenance	1x/calendar year	15	O&M	PHMSA	49 CFR 192.745	DBTS	
Update maps & drawings	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.605(b)(3)	EPS	
Update corrosion maps and records	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.491(a)	EPS	
Inspect and maintain pipeline markers	1x/calendar year	15	O&M	PHMSA	192.707	DBTS	
Review response of operator to abnormal operations	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(c)(4)	EPS	
Exposed pipe report (external & internal)	AR	NA	O&M	PHMSA	49 CFR 192.475 & 459	DBTS	
Upgrading	AR	NA	O&M	PHMSA	49 CFR 192.553	EPS	
Prevention of Accidental Ignition	AR	NA	O&M	PHMSA	49 CFR 192.751	EPS	
Drug and Alcohol							
PHMSA annual drug report (DAMIS)	March 15/year	NA	D&A	PHMSA	49 CFR 199	EPS	

Verification of Company (Contractor) Drug Plan & Procedures	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Company (Contractor) Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Sub-Contractor Drug Plan & Procedures	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Sub-Contractor Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Post-Accident Drug Testing Records	AR	NA	D&A	PHMSA	49 CFR 199	EPS	
Items Requiring Additional Costs - T&M							
Pipeline modification and/ or repairs	AR	NA	O&M	PHMSA	49 CFR Subpart B, Subpart C, Subpart D, Subpart E, Subpart G, Subpart I, Subpart L and Subpart M	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure the modifications and/or repairs are done according to pertinent PHMSA regulations as outlined in the reference. Actual repairs, parts, and engineering would be billed out as T&M.
Pressure Test Pipeline	Based on Assessment Interval	NA	IMP	PHMSA	49 CFR Subpart J	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure pressure tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of the pressure test would be billed out as T&M.
Supplemental Assessment (CIS, DCVG, etc.)	Note	NA	IMP	PHMSA	49 CFR 192.465(b)	EPS/ FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent

							PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.490	EPS/FJ	EPS will provide oversite as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Operator Qualifications							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMS A	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.
OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.

Integrity Management							
IMP procedures annual review	1x/calendar year	18	IMP	PHMS A	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.
IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety	1x/calendar year	18	IMP	PHMS A	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.

(All references to "EPS" in table above is EverLine Compliance CA, LLC)

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Michael Finch

(Name of person signing affidavit)(Title)

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

EverLine Compliance CA, LLC

(Company name)

for contract work at:

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

(Project name and location)

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



(Signature of officer or agent)

Dated this 11th day of April, 20 22.

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



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ENERGY PROJECT SOLUTIONS, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Energy Project Solutions, LLC, a limited liability company, with its office located at 841 Mohawk Street, Suite 120, Bakersfield, CA 93309 ("Contractor") (together sometimes referred to as the "Parties") as of June 1, 2020 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- 4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPA and/or SCPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPA and/or SCPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that

may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or

become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors

shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be

performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

8.3 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

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

8.4.1 Immediately terminate the Agreement;

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

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or

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

Section 10. PROJECT SITE.

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency

and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPA or SCPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 13.7 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Energy Project Solutions, LLC
Attention: Michael Finch
P.O. Box 20846
Bakersfield, CA 93390

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

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

13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

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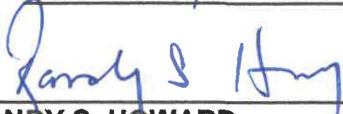
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

ENERGY PROJECT SOLUTIONS, LLC

Date 6/1/20

Date 5/11/2020



RANDY S. HOWARD,
General Manager



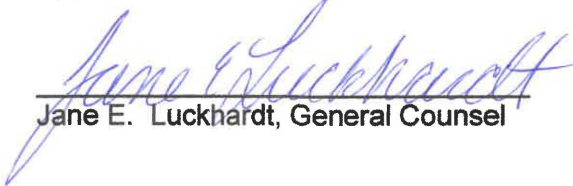
MICHAEL FINCH,
Chief Operating Officer

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Energy Project Solutions, LLC ("Contractor") shall provide the following Pipeline Maintenance Program services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members:

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

- Operations and maintenance field activities
- Operations and maintenance compliance activities
- Demonstration of operator qualification (OQ) compliance
- Integrity management program field activities
- Integrity management compliance
- Integrity management action items

Specific CT1 Alameda services to include, but not be limited to the following:

Identified Tasks, Frequency, & Task Assignments							
Task Description:	Frequency	Not to Exceed (mths)	Category	Agency	Primary Reference	Resource	Comment
Reporting							
Pipeline Audit	AR	NA	O&M	PHMSA	49 CFR 192	EPS	EPS would provide onsite lead for any PHMSA audits or regulatory responses.
Annual report to PHMSA	March 15/ year	NA	O&M	PHMSA	49 CFR 191.17	EPS	
Incident reporting & investigation	AR	NA	O&M	PHMSA	49 CFR 191.5 & 15	EPS	
Safety Related Condition Reporting	AR	NA	O&M	PHMSA	49 CFR 191.23 & 25	EPS	
Investigation of failures	AR	NA	O&M	PHMSA	49 CFR 617	EPS	
OMB control number assigned to collect information	AR	NA	O&M	PHMSA	49 CFR 191.21	EPS	
National Registry of Operators and Notifications	AR	NA	O&M	PHMSA	49 CFR 191.22	EPS	
Annual NPMS review and update	March 15/ year	NA	O&M	PHMSA	49 CFR 191.29	EPS	
GIS Mapping and Analysis	AR	NA	NA	NA	NA	EPS	
Corrosion Control							
External corrosion control cathodic protection (CP) system survey	1x/calendar year	15	O&M	PHMSA	49 CFR 192.465(a)	FJ Tech	
External corrosion CP remote monitoring	Ongoing	NA	O&M	PHMSA	49 CFR 192.465(a)	DBTS	Remote CP monitoring was added several years ago using Omnimatrix.
External corrosion control rectifier inspection or critical bonds	6x/calendar year	2 1/2	O&M	PHMSA	49 CFR 192.465(b)&(c)	DBTS	
Internal corrosion corrosive gas investigation - obtain sample	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	DBTS	The NCPA pipeline has a long history of product analysis demonstrating that the gas is non-corrosive. No treatment of gas or coupons

							are expected for this pipeline.
Internal corrosion corrosive gas investigation - engineering review	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.477	EPS	
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMS A	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.453	EPS	
Emergency Response							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMS A	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMS A	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMS A	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
Damage Prevention							
Membership in a One Call	Ongoing	NA	O&M	PHMS A	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMS A	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.

Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Damage Prevention - Public Awareness							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS

							completes the evaluation and provide program enhancements.
O&M Activities							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA
Annual review of pipeline specific O&M (PSOM)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures. This is part of the O&M.
Annual review work performed by operator	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(b)(8)	EPS	
Change in class location required study	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.609	EPS	
Change in class location, confirmation or revision of MAOP	AR	NA	O&M	PHMS A	49 CFR 192.611	EPS	
Continuing surveillance review	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.613	EPS	
Critical crossing (highways, railroads) inspection - Class 3	4x/calend ar year	4 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Patrol of ROWs - Class 3	2x/calend ar year	7 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Leak survey - Class 3	2x/calend ar year	7 1/2	O&M	PHMS A	49 CFR 192.706(a)	DBTS	
Pressure limiting device inspection (PSV)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting device inspection (ESD)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting gas pipeline capacity review (PSV)	AR	NA	O&M	PHMS A	49 CFR 192.743	EPS	
Valve maintenance	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.745	DBTS	

Update maps & drawings	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.605(b)(3)	EPS	
Update corrosion maps and records	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.491(a)	EPS	
Inspect and maintain pipeline markers	1x/calendar year	15	O&M	PHMSA	192.707	DBTS	
Review response of operator to abnormal operations	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(c)(4)	EPS	
Exposed pipe report (external & internal)	AR	NA	O&M	PHMSA	49 CFR 192.475 & 459	DBTS	
Upgrading	AR	NA	O&M	PHMSA	49 CFR 192.553	EPS	
Prevention of Accidental Ignition	AR	NA	O&M	PHMSA	49 CFR 192.751	EPS	
Drug and Alcohol							
PHMSA annual drug report (DAMIS)	March 15/year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Company (Contractor) Drug Plan & Procedures	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Company (Contractor) Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Sub-Contractor Drug Plan & Procedures	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Sub-Contractor Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Post-Accident Drug Testing Records	AR	NA	D&A	PHMSA	49 CFR 199	EPS	
Items Requiring Additional Costs - T&M							
Pipeline modification and/ or repairs	AR	NA	O&M	PHMSA	49 CFR Subpart B, Subpart C, Subpart D, Subpart E, Subpart G, Subpart I, Subpart L and Subpart M	EPS/DBTS	EPS will provide oversight as part of its monthly fee to ensure the modifications and/or repairs are done according to pertinent PHMSA regulations as outlined in the reference. Actual repairs, parts, and engineering would be billed out as T&M.

Pressure Test Pipeline	Based on Assessment Interval	NA	IMP	PHMSA	49 CFR Subpart J	EPS/DBTS	EPS will provide oversight as part of its monthly fee to ensure pressure tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of the pressure test would be billed out as T&M.
Supplemental Assessment (CIS, DCVG, etc.)	Note	NA	IMP	PHMSA	49 CFR 192.465(b)	EPS/FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMSA	49 CFR 192.490	EPS/FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Operator Qualifications							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMSA	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.

OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/ or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calend ar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calend ar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
Integrity Management							
IMP procedures annual review	1x/calend ar year	18	IMP	PHMS A	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.
IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of	1x/calend ar year	18	IMP	PHMS A	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.

Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety							
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EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

CT1 Alameda Pipeline Maintenance Program specific Cost: \$7,900.00 / Month

Pricing for services to be performed at other NCPA Facilities, NCPA Member or SCPPA locations will be quoted at the time services are requested.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Michael Finch, Chief Operating Officer

(Name of person signing affidavit)(Title)

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

Energy Project Solutions, LLC

(Company name)

for contract work at:

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

(Project name and location)

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


(Signature of officer or agent)

Dated this 11 day of May, 20 20.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

**ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND**

**MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT**

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EVERLINE COMPLIANCE CA, LLC

This Second Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and EverLine Compliance CA, LLC ("Contractor") (collectively referred to as "the Parties") as of _____, 2023.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective June 1, 2020, (the "Agreement") for Contractor to provide pipeline maintenance program services for the Agency, Agency Members, the Southern California Public Power Authority (SCCPA) or SCPPA Members; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task General Services Agreement on April 18, 2022 to assign the agreement from Energy Project Solutions, LLC to EverLine Compliance CA, LLC to effectuate its name change; and

WHEREAS, the Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement to add additional required regulatory control room services; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

The remainder of Section 2 of the Agreement is unchanged.

1. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
2. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.
3. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

SIGNATURES ON NEXT PAGE

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

Date: _____

EVERLINE COMPLIANCE CA, LLC

RANDY S. HOWARD,
General Manager

LOUIS KRANNICH,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

EverLine Compliance CA, LLC ("Contractor") shall provide the following Pipeline Maintenance Program services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members:

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

- Operations and maintenance field activities
- Operations and maintenance compliance activities
- Demonstration of operator qualification (OQ) compliance
- Integrity management program field activities
- Integrity management compliance
- Integrity management action items
- Required regulatory control room services

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

Specific CT1 Alameda are detailed on the following pages:

Identified Tasks, Frequency, & Task Assignments							
Task Description:	Frequency	Not to Exceed (mths)	Category	Agency	Primary Reference	Resource	Comment
Reporting							
Pipeline Audit	AR	NA	O&M	PHMSA	49 CFR 192	EPS	EPS would provide onsite lead for any PHMSA audits or regulatory responses.
Annual report to PHMSA	March 15/year	NA	O&M	PHMSA	49 CFR 191.17	EPS	
Incident reporting & investigation	AR	NA	O&M	PHMSA	49 CFR 191.5 & 15	EPS	
Safety Related Condition Reporting	AR	NA	O&M	PHMSA	49 CFR 191.23 & 25	EPS	
Investigation of failures	AR	NA	O&M	PHMSA	49 CFR 617	EPS	
OMB control number assigned to collect information	AR	NA	O&M	PHMSA	49 CFR 191.21	EPS	
National Registry of Operators and Notifications	AR	NA	O&M	PHMSA	49 CFR 191.22	EPS	
Annual NPMS review and update	March 15/year	NA	O&M	PHMSA	49 CFR 191.29	EPS	
GIS Mapping and Analysis	AR	NA	NA	NA	NA	EPS	
Corrosion Control							
External corrosion control cathodic protection (CP) system survey	1x/calendar year	15	O&M	PHMSA	49 CFR 192.465(a)	FJ Tech	
External corrosion CP remote monitoring	Ongoing	NA	O&M	PHMSA	49 CFR 192.465(a)	DBTS	Remote CP monitoring was added several years ago using Omnimatrix.
External corrosion control rectifier inspection or critical bonds	6x/calendar year	2 1/2	O&M	PHMSA	49 CFR 192.465(b)&(c)	DBTS	
Internal corrosion corrosive gas investigation - obtain sample	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	DBTS	The NPCA pipeline has a long history of product analysis demonstrating that the gas is non-corrosive. No treatment of gas or coupons are expected for this pipeline.
Internal corrosion corrosive gas	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	EPS	

investigation - engineering review							
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMS A	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.453	EPS	
Emergency Response							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMS A	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMS A	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMS A	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
Damage Prevention							
Membership in a One Call	Ongoing	NA	O&M	PHMS A	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMS A	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.
Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Damage Prevention - Public Awareness							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public

							Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS completes the evaluation and provide program enhancements.
O&M Activities							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA
Annual review of pipeline specific O&M (PSOM)	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures.

							This is part of the O&M.
Annual review work performed by operator	1x/calender year	15	O&M	PHMSA	49 CFR 192.605(b)(8)	EPS	
Change in class location required study	1x/calender year	15	O&M	PHMSA	49 CFR 192.609	EPS	
Change in class location, confirmation or revision of MAOP	AR	NA	O&M	PHMSA	49 CFR 192.611	EPS	
Continuing surveillance review	1x/calender year	15	O&M	PHMSA	49 CFR 192.613	EPS	
Critical crossing (highways, railroads) inspection - Class 3	4x/calender year	4 1/2	O&M	PHMSA	49 CFR 192.705	DBTS	
Patrol of ROWs - Class 3	2x/calender year	7 1/2	O&M	PHMSA	49 CFR 192.705	DBTS	
Leak survey - Class 3	2x/calender year	7 1/2	O&M	PHMSA	49 CFR 192.706(a)	DBTS	
Pressure limiting device inspection (PSV)	1x/calender year	15	O&M	PHMSA	49 CFR 192.739	DBTS	
Pressure limiting device inspection (ESD)	1x/calender year	15	O&M	PHMSA	49 CFR 192.739	DBTS	
Pressure limiting gas pipeline capacity review (PSV)	AR	NA	O&M	PHMSA	49 CFR 192.743	EPS	
Valve maintenance	1x/calender year	15	O&M	PHMSA	49 CFR 192.745	DBTS	
Update maps & drawings	1x/calender year	NA	O&M	PHMSA	49 CFR 192.605(b)(3)	EPS	
Update corrosion maps and records	1x/calender year	NA	O&M	PHMSA	49 CFR 192.491(a)	EPS	
Inspect and maintain pipeline markers	1x/calender year	15	O&M	PHMSA	192.707	DBTS	
Review response of operator to abnormal operations	1x/calender year	15	O&M	PHMSA	49 CFR 192.605(c)(4)	EPS	
Exposed pipe report (external & internal)	AR	NA	O&M	PHMSA	49 CFR 192.475 & 459	DBTS	
Upgrading	AR	NA	O&M	PHMSA	49 CFR 192.553	EPS	
Prevention of Accidental Ignition	AR	NA	O&M	PHMSA	49 CFR 192.751	EPS	
Drug and Alcohol							
PHMSA annual drug report (DAMIS)	March 15/year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Company (Contractor) Drug Plan & Procedures	1x/calender year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Company (Contractor) Records of Random Drug Testing	1x/calender year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Sub-Contractor Drug Plan & Procedures	1x/calender year	NA	D&A	PHMSA	49 CFR 199	EPS	

Verification of Sub-Contractor Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Post-Accident Drug Testing Records	AR	NA	D&A	PHMSA	49 CFR 199	EPS	
Items Requiring Additional Costs - T&M							
Pipeline modification and/ or repairs	AR	NA	O&M	PHMSA	49 CFR Subpart B, Subpart C, Subpart D, Subpart E, Subpart G, Subpart I, Subpart L and Subpart M	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure the modifications and/or repairs are done according to pertinent PHMSA regulations as outlined in the reference. Actual repairs, parts, and engineering would be billed out as T&M.
Pressure Test Pipeline	Based on Assessment Interval	NA	IMP	PHMSA	49 CFR Subpart J	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure pressure tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of the pressure test would be billed out as T&M.
Supplemental Assessment (CIS, DCVG, etc.)	Note	NA	IMP	PHMSA	49 CFR 192.465(b)	EPS/ FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.

Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.490	EPS/FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Operator Qualifications							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMS A	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.
OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/ or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
Integrity Management							
IMP procedures annual review	1x/calendar year	18	IMP	PHMS A	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.

IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety	1x/calendar year	18	IMP	PHMSA	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.
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(All references to “EPS” in table above is EverLine Compliance CA, LLC)

CT1 Alameda Control Room Services:

1. Facility Description

- a. EverLine will provide control room services for NCPA’s 1-mile Natural Gas pipeline.

2. Project Management

- a. EverLine will assign a Project Manager to coordinate the integration with NCPA’s assigned point of contact.
- b. Project Schedule: EverLine’s Project Manager will prepare a schedule for submission to a designated NCPA representative. The schedule will detail the major technical milestones for the project and EverLine’s major project activities.
- c. Project Updates: At periodic intervals, EverLine’s Project Manager will prepare a status report for submission to a designated NCPA representative. The reports will detail project progress, possible conflicts or sighted delays, scheduling requirements, and information/services required from NCPA to ensure timely project progress.

3. SCADA Design and Configuration

- a. EverLine will use information provided by NCPA along with field notes as a guide to building out the SCADA application, network, and system environment. The SCADA application and network equipment shall reside inside EverLine's secured data center located in downtown Houston for primary and Las Vegas for backup. Both locations shall be real time synchronized for instantaneous fail-over.
- b. Design: EverLine will adhere to its existing SCADA Functional Technical Specification for SCADA design to incorporate NCPA's assets into EverLine's ClearSCADA application. EverLine will work closely with NCPA to define any requested format/layout/orientation preferences prior to commencing screen development.
- c. Alarm D&R: EverLine will complete an Alarm Determination and Rationalization and will maintain a Master Alarm Database
- d. Customer Access: EverLine will provide NCPA personnel with 24/7 read-only access to EverLine's ClearSCADA screens

4. Network Configuration

- a. EverLine will provide a secure SCADA network with a Dedicated DMZ for all field communication and remote user access.
- b. EverLine will establish a network connection between one or more locations within NCPA's local network, and EverLine's data center. These communication paths will be encrypted for a secure connection and replicated for EverLine's secondary data center.
- c. EverLine will provide all necessary hardware that sits inside the EverLine colocation. Hardware and associated configuration inside NCPA's environment is NCPA's responsibility and not included in this scope of work.

5. System Testing

- a. EverLine will be responsible for documenting the Point to Point (P2P) testing process from EverLine's facility in coordination with an NCPA field technician. EverLine's staff will perform troubleshooting of and correction to the SCADA system as required during P2P.

6. Control Room Services:

- a. 24/7 Monitoring and Control Services: EverLine will provide 24/7 remote monitoring and/or control of valves, pumps, meters, pressure transmitters, tanks, and other safety related devices to facilitate normal operating procedures and respond to abnormal and emergency conditions. EverLine will develop standard control room operating procedures in coordination with NCPA to define required actions during normal, abnormal, and emergency conditions, including interactions with NCPA's field personnel, NCPA's commercial personnel and third-party operators. EverLine will make 24/7 notifications to NCPA's operations personnel based on pre-determined safety limits, abnormal operating conditions, or emergency conditions.

- b. CRM Compliance Management: EverLine will adhere to all CRM compliance requirements including a CRM Plan, staffing, alarm management, management of change, training, testing, reporting, documentation, and audit support. EverLine will provide training, qualifications and drug and alcohol testing for all control room personnel performing covered tasks. EverLine will host and/or attend any regulatory audits associated with NCPA's control room operations.
- c. 24/7 SCADA and Network Maintenance and Support: EverLine will provide 24/7 network maintenance and support for EverLine's primary control center and backup control center including supporting infrastructure and the network connections from EverLine's control centers to NCPA's local network.
- d. Backup Control Center: EverLine's operations include a fully operational backup control room in San Antonio, TX that contains functionally equivalent components to the Primary Control Room and can perform all operational SCADA functions as backup to the Primary Control Center. EverLine will relocate and assume operations from this backup center in the event of a planned emergency (e.g. Hurricane).
- e. Operational Reporting: EverLine will provide NCPA with any compliance related documentation but will not provide any incremental operational reporting (hourly / daily meter reports, system balance) as part of this scope of work.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

CT1 Alameda Pipeline Maintenance Program Specific Cost: \$7,900.00 / Month

CT1 Alameda Control Room Services Cost:

Set-Up Fee:

- a. EverLine will charge a one-time Set-Up Fee of \$16,220 for the initial installation, with 50% due upon signing of an agreement and the remainder due on the commencement date. The Set-Up Fee includes the following:
 - i. Develop and configure SCADA screens
 - ii. Integrate NCPA's assets into CRM Plan
 - iii. Integrate NCPA's control room operations procedures
 - iv. Integrate NCPA's alarm philosophy
 - v. Integrate call-out procedures (AOC/Emergency)
 - vi. Train EverLine's controllers on NCPA's systems
 - vii. Establish communications from control room to local network
 - viii. Complete point to point testing

Annual Service Fee

- a. EverLine will charge an Annual Service Fee of \$44,700 payable in equal monthly installments of \$3,725. EverLine will charge an escalation factor of 3% for each year after the first year of service. The Annual Service Fee includes the following:
 - i. Staff Qualified Controllers
 - ii. 24/7 monitor, control, and dispatch service
 - iii. AOC/Emergency notifications and documentation
 - iv. Daily coordination with field operations
 - v. Control room network system maintenance
 - vi. CRM daily shift turnover reporting
 - vii. CRM monthly alarm management reporting
 - viii. CRM training program
 - ix. CRM workload analysis studies
 - x. CRM communications plan testing
 - xi. CRM management of change reporting
 - xii. CRM records retention and audit support
 - xiii. CRM periodic point to point testing
 - xiv. CRM backup system testing
 - xv. CRM audit support
 - xvi. Dedicated DMZ

Pricing for services to be performed at other NCPA Facilities, NCPA Member or SCLPPA locations will be quoted at the time services are requested.

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



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: May 25, 2023

SUBJECT: Aspen Environmental Group – Five Year Multi-Task Consulting Services Agreement for Energy Related Consulting Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Aspen Environmental Group for energy related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Energy related consulting services, including electric system resource planning and policy assessment, demand forecasting, energy efficiency program evaluation, planning and policy assessment, and regulatory compliance services, are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. An NCPA Member has expressed an interest in using this vendor in the future. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has similar agreements in place with Kano Consultants, Geosyntec Consultants, Inc., EGS Consulting, Inc., and Risk Management Professionals, Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On May 3, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On May 8, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-XX
- Multi-Task Consulting Services Agreement with Aspen Environmental Group

RESOLUTION 23-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH ASPEN ENVIRONMENTAL GROUP

(reference Staff Report XXX:23)

WHEREAS, energy related consulting services, including electric system resource planning and policy assessment, demand forecasting, energy efficiency program evaluation, planning and policy assessment, and regulatory compliance services, are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Aspen Environmental Group is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with Aspen Environmental Group to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

TRISHA ZIMMER
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ASPEN ENVIRONMENTAL GROUP

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Aspen Environmental Group, a corporation with its office located at 5020 Chesebro Rd, Suite 200, Agoura Hills, CA 91301 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2023 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** ONE MILLION dollars (\$1,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and

policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any negligent acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only

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

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional

knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
 - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
 - 8.4.4** Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for

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

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

Neda R. Delmont
COO
Aspen Environmental Group
5010 Chesebro Rd, Suite 200
Agoura Hills, CA 91301

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

ASPEN ENVIRONMENTAL GROUP

Date_____

Date_____

RANDY S. HOWARD
General Manager

NEDA R. DELMONT
COO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

As requested by the Northern California Power Agency (Agency), Aspen Environmental Group shall provide integrated energy analysis and planning services at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or its Members.

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

- Electric System Resource Planning and Policy Assessment
- Regulatory Policy and Compliance
- Demand Forecasting and Energy Efficiency Program Evaluation
- Hydropower Relicensing Evaluation
- Natural Gas resource Planning and Policy Assessment
- Global Climate Change
- Impact Assessment
- Mitigation Services
- Environmental Compliance
- Utility-related Market, Financial, and Economic Analysis

All work provided by vendor on behalf of NCPA's Lodi Energy Center shall be performed remotely and vendor will not come on site.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Classification	Individual	Hourly Rate
Project Manager/Director	Catherine Elder	330.00
Special Consultants	Karen Lang/Rick Brown	294.00
Senior Consultant	Michael Pretto	195.00
Senior Associate/Economist	Joe Long	177.00
Accounting/Admin Support	Sevan Koshkarian	164.00

Consultant will increase the above-listed rates listed by 3% each July 1st for the duration of the agreement beginning in 2024.

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

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

EXHIBIT C – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____
(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: May 25, 2023

SUBJECT: 2023 Steam Field Operation and Generation Forecast, Applicable to the following: NCPA Geothermal Facility

AGENDA CATEGORY: Consent

FROM: Michael DeBortoli

Assistant General Manager

METHOD OF SELECTION:

N/A

Division: Generation Services

If other, please describe:

Department: Geothermal

IMPACTED MEMBERS:

All Members ☐

City of Lodi ☒

City of Shasta Lake ☐

Alameda Municipal Power ☒

City of Lompoc ☒

City of Ukiah ☒

San Francisco Bay Area
Rapid Transit ☐

City of Palo Alto ☐

Plumas-Sierra REC ☒

City of Biggs ☒

City of Redding ☐

Port of Oakland ☐

City of Gridley ☒

City of Roseville ☒

Truckee Donner PUD ☐

City of Healdsburg ☒

City of Santa Clara ☒

Other ☒

If other, please specify

Turlock

RECOMMENDATION:

Approve Resolution 23-XX authorizing the 2023 Steam Field Operations and Forecast Report dated May 2023 as the Geothermal Operating Protocol effective July 1, 2023. This Operating Protocol is to remain in effect until replaced by the Commission.

BACKGROUND:

The 2022 Operating Protocol for NCPA's Geothermal Facility used a two-zone strategy with wells on the west side of the NCPA lease producing to Plant #1, Units #1 and #2, while the wells on the east side of the NCPA lease produced to Plant #2, Unit #4. The 2022 Protocol allowed for reduction of load under the economic conditions listed below.

- Day Ahead Market Prices are a minimum of negative \$25 per MWhr.
- The level of curtailment will be limited to 45 MW with discretion to adjust this level based on the steam field response.
- Duration of the curtailment is to be a minimum of 4 hours.
- Curtailments are limited to once per calendar day.

In 2023, the recommended Operating Protocol is to continue using the two-zone strategy, and operate Plants #1 and #2 at baseload conditions with the goal of maximizing generation. To clarify the criteria for any reduction in generating load, the following economic conditions are introduced into the 2023 Geothermal Operating Protocol.

- Curtailing generation is an option that may occur only when the Day Ahead Market Prices are a minimum of negative \$25 per MWhr and Net of the Renewable Energy Credit (REC) value.
- The level of curtailment will be limited to 45 MW with discretion to adjust this level based on the steam field response.
- Duration of the curtailment is to be a minimum of 4 hours.
- Curtailments are limited to once per calendar day.

This Protocol establishes a 2023 annual peak generation target of 101.5 gross MW.

FISCAL IMPACT:

The approved FY 2024 Geothermal budget covers the proposed action.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On May 3, 2023, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 23-XX
- 2023 Steam Field Operations and Forecast Report

RESOLUTION 23-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE 2023 STEAM FIELD OPERATIONS FORECAST REPORT AS THE 2023 GEOTHERMAL OPERATING PROTOCOL

(reference Staff Report #XXX:23)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two power plants with containment areas, and 79 steam production and injection wells connected by roads; and

WHEREAS, the 2023 Steam Field Operations Forecast Report is an in-depth study of The Geysers reservoir relative to the operation of NCPA's Geothermal facility and provides a generation forecast of the facility; and

WHEREAS, this report will act as the Operating Protocol for NCPA's Geothermal facility, with the goal of maximizing the generation output. The Operating Protocol currently uses a two-zone strategy to operate NCPA Plants #1 and #2 under baseload conditions. This Protocol maximizes generation while allowing for scheduling flexibility and reduction of load under the proper economic conditions; and

WHEREAS, for 2023, NCPA proposes to continue using the two-zone strategy, while introducing the following proper economic conditions into the 2023 Geothermal Operating Protocol:

- Curtailing generation is an option that may occur only when the Day Ahead Market Prices are a minimum of negative \$25 per MWhr and Net of the Renewable Energy Credit (REC) value.
- The level of curtailment will be limited to 45 MW with discretion to adjust this level based on the steam field response.
- Duration of the curtailment is to be a minimum of 4 hours.
- Curtailments are limited to once per calendar day; and

WHEREAS, the Operating Protocol establishes a 2023 annual peak generation target of 101.5 gross MW; and

WHEREAS, the approved FY 2024 Geothermal budget covers the proposed action; 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 the Steam Field Operations and Forecast Report dated May 2023 as the Geothermal Operating Protocol effective July 1, 2023, to remain in effect until replaced by the Commission

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

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

JERRY SERVENTI
CHAIR

ATTEST:

TRISHA ZIMMER
ASSISTANT SECRETARY



Steam Field Operations & Forecast Report – May 2023



NCPA
Generation Services – Geothermal Facilities
Steam Field Operations and Forecast Report

May 2023

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NCPA
Generation Services Business Unit
Steam Field Operations and Forecast Report

May 2023

Executive Summary

This report provides an update on the status of the NCPA Geothermal Project. There are two main sections:

- I. A review of steam field operations, the water injection program, and the Geothermal Operating Plan.
- II. A review of 2022 reservoir performance with a generation forecast for 2023.

Analysis of geothermal reservoir during 2022 shows that steam production is still an 0.8% harmonic decline rate. The peak generating capacity for 2022 was 103.9 MW gross or 96.5 MW net. Net generation for the year was 764 GWhrs.

Water injection continues to be essential in maintaining reservoir pressure and mitigating steam production decline rates. In 2022, the average water injection rate was 1,225 gpm. This water was composed of wastewater from the Southeast Geysers Effluent Pipeline (SEGEP) and steam condensate from the power plants. The SEGEP wastewater that is piped to the Geysers is shared between NCPA and a nearby power producer, Calpine. NCPA received 32.2% of the wastewater delivered in 2022. The amount of wastewater injected into the NCPA lease has been intentionally reduced over the last three years. Numerical modeling of the field indicated that reduced injection would result in higher steam production. The reduced steam decline rate appears to be evidence of this effect.

Drought conditions have impacted water injection over the last three years. At times, the Southeast Effluent Pipeline (SEGEP) has provided up to 75% of the water injected into the reservoir for pressure support and steam reserves. The drought conditions limited the amount of available water because it is composed of approximately 40% secondary treated wastewater and 60% freshwater pulled from Clearlake. During times of drought, the freshwater component becomes unavailable. In 2023, significant rain and snowfall have eliminated the drought conditions and freshwater will again become available starting on May 1, 2023. Numerical modeling studies will be performed to determine if increasing water injection on the NCPA lease is warranted and the field will continue to be closely monitored for any changes in decline rate.

The 2023 generation forecast projects the peak generating capacity to be 101.5 MW gross or 91.5 MW net for the year. NCPA geothermal facilities are forecast to generate 664.8 GWhrs net in 2023. For FY 2024, the net generation is forecast to be 743.8 GWhrs. The estimated 25 year projected net reserves are 17,057 GWhrs.

I. STEAM FIELD OPERATIONS

In This Section

- ▶ Overview of Annual Production and Injection
- ▶ Water Injection Program
- ▶ Geothermal Operating Plan

A. Overview of 2022 Production and Injection

NCPA continued to operate the Geothermal Project as a base load facility in 2022. Steam production for the year was 14.96 Glbs with water injection of 5.37 Glbs for an annual mass replacement ratio of 35.9%. Water injection on the NCPA lease is a combination of steam condensate recovered from the cooling towers and wastewater from the Southeast Geysers Effluent Pipeline (SEGEP). The water from the SEGEP pipeline is shared between NCPA and a nearby power producer. NCPA received 32.2% of the wastewater in 2022. The average total injection rate for NCPA decreased from 1,253 gpm in 2021 to 1,225 gpm in 2022.

Reservoir modeling studies indicated that reduced injection would lead to increased steam production and higher reservoir pressures. As a result, water injection was curtailed from an average of 3,500 gpm to less than 1,300 starting in August 2020. The intention was to improve reservoir conditions by causing a higher boil off rate and recovery of existing reserves.

This curtailment of injection happened to coincide with drought conditions that existed from years 2020 through 2022. During this period the SEGEP pipeline lost access to freshwater from Clearlake and the pipeline operated at roughly one third its normal capacity.

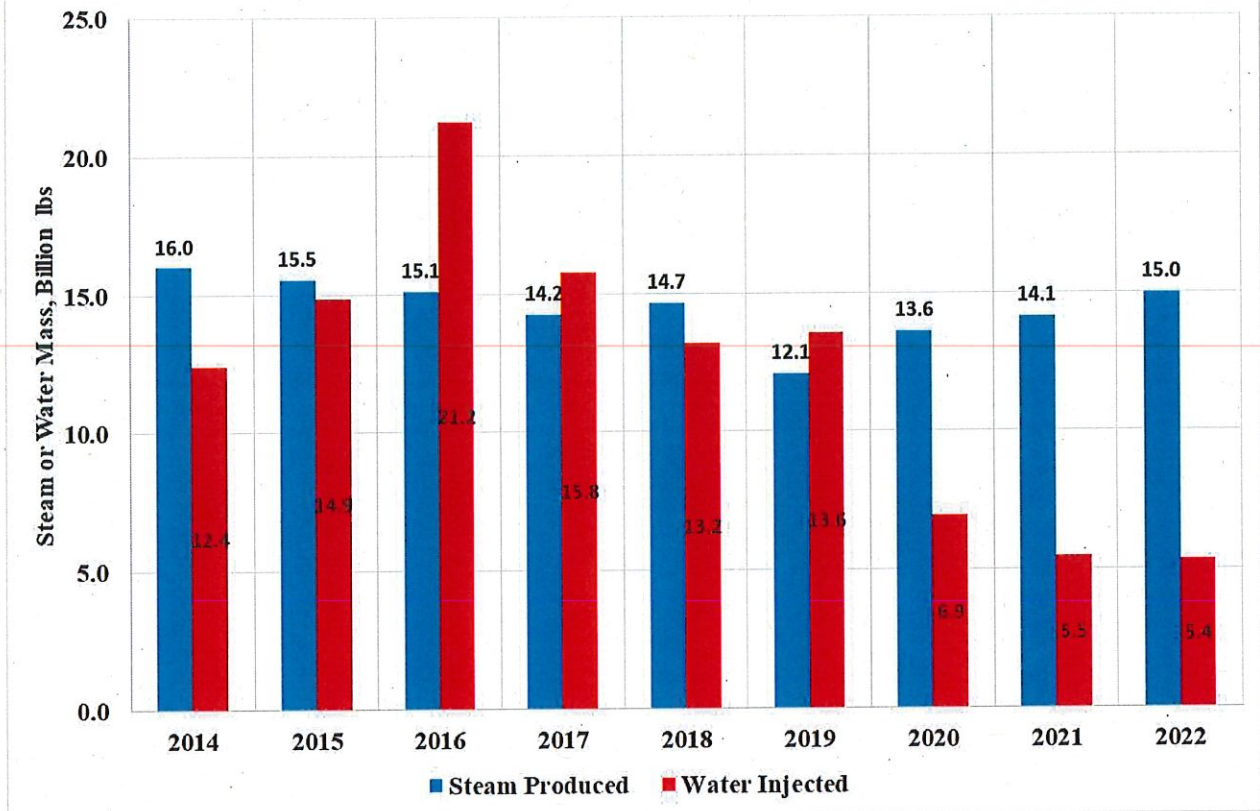
The cumulative mass replacement ratio from plant startup in 1983 through 2022 was 66.0% (*Figure 1*). The net mass withdrawal of steam from the reservoir (Mass Produced less Mass Injected) through 2022 is 246.6 billion lbs.

The average generation capacity level for 2022 was 92.9 MW gross or 87.2 MW net. These values were lower than forecast capacity of 102.9 MW gross or 95.2 MW net. The lower capacity values are attributed to several transmission line outages and a Plant #2 overhaul that was longer than originally anticipated.

Production Highlights during 2022 include:

- ▶ The 2022 average gross generation level was 92.9 MW or 87.2 MW net.
- ▶ Average annual mass replacement in the reservoir or the percentage of steam production replaced by water injection was 35.9% in 2022.

Historical NCPA Steam Production and Water Injection Levels
Figure 2



B. Water Injection Program

NCPA continues to operate the steam field in the manner intended to maximize the recovery of injected water. In order to maximize recovery, it is important to have sufficient water and distribute it over the widest possible area of the field. It is also necessary to inject water at the lowest possible rate to maximize the heat transfer between the reservoir rock and water. Other factors that weigh into water injection strategy are targeting hotter zones of the field and higher gas concentrations within the reservoir. The water injection program discusses NCPA's supplemental water source, the Southeast Geysers Effluent Pipeline (SEGEP), current injection operations, micro-earthquake activity and non-condensable gas trends.

1. Southeast Geysers Effluent Pipeline (SEGEP)

The Southeast Geysers Effluent Pipeline (SEGEP) project is a pipeline bringing water to The Geysers for the purpose of supplementing water injection in the field. During normal years, NCPA receives an average 2,700 gpm out of 5,600 gpm water that is delivered. Injection of this water into The Geysers reservoir helps mitigate reservoir pressure declines and increases steam reserves. *Figure 6* shows the historical SEGEP deliveries for NCPA and the total for the project.

California has experienced drought conditions over the last three years and as result, the water available from SEGEP has been severely restricted. During normal years, SEGEP wastewater is comprised a combination of secondary treated wastewater and freshwater taken from Clearlake. Due to the drought, the water available for injection was 100% secondary treated wastewater in 2022 and the freshwater component was unavailable.

The freshwater component of SEGEP is the main variable in determining how much water is available for injection and subject to an annual restriction if the water level in Clearlake gets too low. The Rumsey gauge in Lakeport is the official device measuring the lake level and if it drops below 3.5 ft on May 1 of each year, the SEGEP pipeline loses access to any freshwater. The lake level was 8.04 ft on April 1, 2023 and it appears that freshwater will become available through May 1, 2024.

Even with the reduced water injection over the last several years, the reservoir has not been negatively impacted. In 2020, numerical modeling studies indicated that reduced water injection would increase recovery of reserves by increasing the boil off rate of previous injected water. As a result, overall injection was intentionally reduced to approximately 40% of the pre-drought level and steam production increased about 100 kph above expected levels. In 2023, additional numerical modeling will be done to determine if additional water injection is warranted and if so, what areas of the reservoir should be targeted.

2. Injection Operations

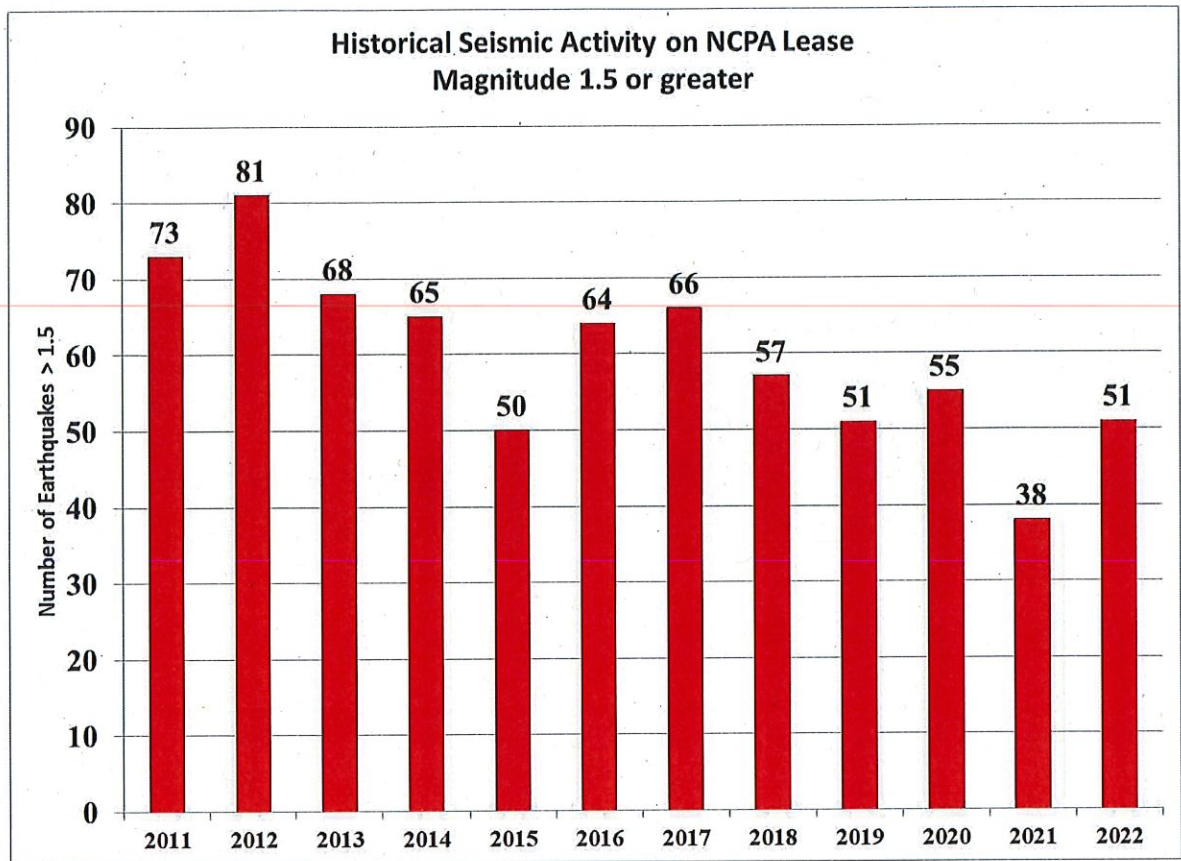
There were six different wells used for injection in 2022. The injection strategy continues to be an effort to spread water over large geographic area and limit injection rates down individual wells as much as possible. The 2022 overall injection rate of combined steam condensate and wastewater was 1,225 gpm and is a slight decrease from the 2021 rate of 1,253 gpm.

Figure 7 shows the relative location of eight injection wells on the NCPA lease. Four of the wells, E-8, H-4, P-7, and Q-10, are only connected to the SEGEP pipeline and therefore receive only effluent or wastewater. The remaining four wells received a combination of condensate and wastewater. In 2022, H-4 was used as a production well and well P-7 was shut-in due to the limited amount of wastewater. *Figure 8* and *Table 1* show the relative amounts and type of water each well received in 2022.

3. Micro-earthquake Activity

Studies by the United States Geological Survey (USGS) and others have demonstrated that the steam production and water injection at The Geysers can cause frequent micro seismic events to occur. As a result, NCPA and the other operators are required to continuously monitor and report on the earthquakes that occur within The Geysers geothermal field. *Figure 9* is a map showing the locations of the 683 seismic events of magnitude 1.5 and larger that occurred within The Geysers field during 2022. Fourteen of these events had an earthquake magnitude of 3.0 or greater. The largest seismic event was a magnitude 4.19 that occurred on the neighboring operator's lease. There were no seismic events of magnitude 3.0 or greater on the NCPA lease.

On the NCPA lease, there were 51 events of $M=1.5$ or greater. The figure below shows the historical seismic activity for the NCPA lease from 2011 through 2022. The seismic activity for 2022 was significantly higher than in 2021.

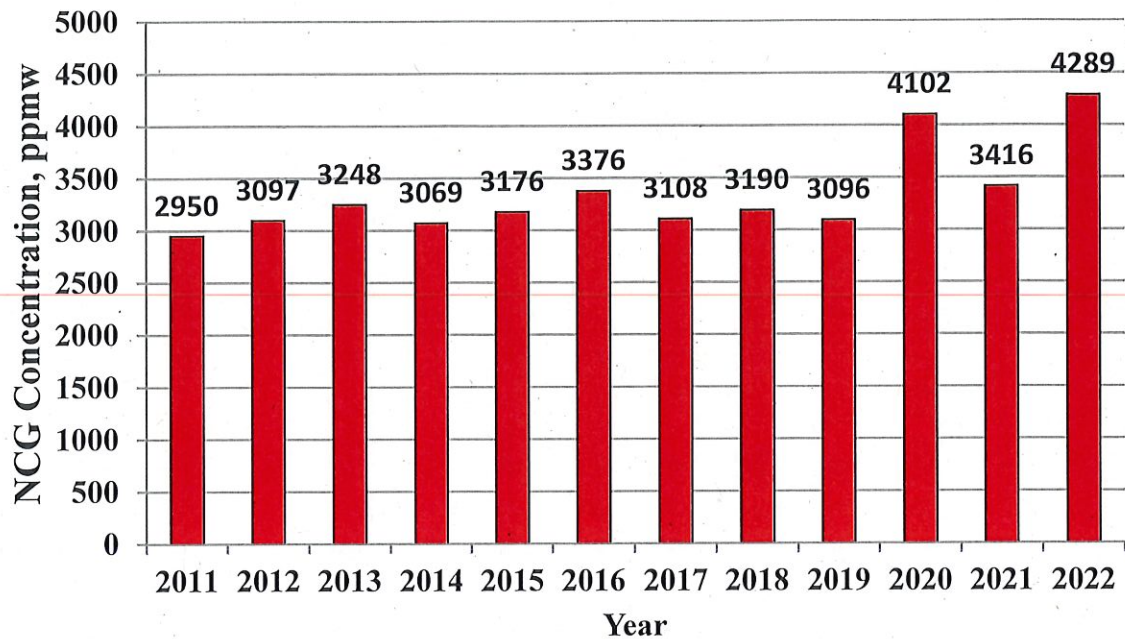


4. Non-condensable Gas (NCG) Trends

Non-Condensable Gas (NCG) is a natural product of the reservoir and may be present in varying concentrations within the steam that is produced at The Geysers. NCG production reduces plant efficiency and increases chemical treatment costs. The values vary significantly based on operating guidelines for the field, plant outages, or injection strategy. Water injection in areas of high gas concentration generally reduces NCG production and improves plant efficiency.

As shown in the graph below, NCG concentrations were up in 2022. Efforts to reduce NCG production continue to require either increased injection or a more targeted approach in places to inject water. The SEGEP pipeline operated at a reduced level in 2022 and NCG production increased as a result. In 2023, efforts will be made to target well pads E, P, and Q to reduced NCG production. The figure below shows the overall NCG levels while Figure 10 shows the relative changes throughout the field.

Historical Non-Condensable Gas (NCG) Concentrations on NCPA Lease



Injection Highlights during 2022 include:

- ▶ Water injection continued at a reduced level in 2022 and averaged 1,225 gpm during the year.
- ▶ Starting in year 2020, the reduction in water injection was intentional as numerical modeling results indicated that reduced injection would eventually lead to increase steam production and a rebound in reservoir pressures and temperatures.
- ▶ Freshwater from Clearlake is used to supplement the secondary treated wastewater delivered by the SEGEP pipeline. Freshwater was not available for injection over the last three years due to drought, but will become available on May 1, 2024. Numerical modeling will be used to determine if additional injection is warranted on the NCPA lease.
- ▶ Non-condensable gas production was up in 2022. Targeted injection will be necessary to keep the NCG level from rising further in 2023.

C. Geothermal Operating Plan

The Geothermal Project Operating Agreement requires the NCPA Commission to establish an Operating Plan and an annual operating level for the Geothermal Units. The purpose of the plan is to maximize the efficient use of the geothermal resource, protect the power plants and equipment, and meet all regulatory and permitting requirements.

The current 2022 Geothermal Operating Protocol was recommended by the Coordinated Operating Group (COG), the Generation Services Business Unit, and the NCPA Commission and approved by the NCPA Commission during the June 23, 2022 meeting. The Protocol used a two-zone strategy with wells on the west side of the NCPA lease producing to Plant #1, Units #1 and #2 while the wells on the east side of the NCPA lease produced to Plant #2, Unit #4. The 2022 Protocol also allowed for reduction of load under the economic conditions listed below.

- Day Ahead Market Prices are a minimum of negative \$25 per MWhr.
- The level of curtailment will be limited to 45 MW with discretion to adjust this level based on the steam field response.
- Duration of the curtailment is to be a minimum of 4 hours.
- Curtailments are limited to once per calendar day.

In 2023, the recommended Operating Protocol is to continue using the two-zone strategy, operate Plants #1 and #2 at baseload conditions with the goal of maximizing generation. To clarify the 2023 Geothermal Operating Protocol, the following economic conditions are introduced.

- Curtailing generation is an option that may occur only when the Day Ahead Market Prices are a minimum of negative \$25 per MWhr and Net of the Renewable Energy Credit (REC) value.
- The level of curtailment will be limited to 45 MW with discretion to adjust this level based on the steam field response.
- Duration of the curtailment is to be a minimum of 4 hours.
- Curtailments are limited to once per calendar day.

This Protocol establishes a 2023 annual peak generation target of 101.5 gross MW.

2022 RESERVOIR PERFORMANCE REVIEW

In This Section

- ▶ Reservoir Pressure Distribution
- ▶ Reservoir Pressure and Flowrate Decline
- ▶ 2022 Generation Review
- ▶ 2023 Generation Forecast

Reservoir performance can be affected by a number of factors such as changes in the location or amount of water injected, the operating pressure of the field, gain or loss of production

wells, or changes in the operation of nearby competitor leases. The effects of these changes on the reservoir are normally monitored by conducting pressure build-up tests on production wells, tracer tests on injection wells, and a continuous review of pressure, temperature, and flowrate data from the field. This section will discuss recent changes in reservoir pressure distribution, reservoir pressure decline, and steam field flowrate decline.

A. Reservoir Pressure Distribution

One of the most important parameters in predicting and explaining reservoir performance is static reservoir pressure. *Figure 11* shows areal pressure distributions of static reservoir pressures for January 2021 and January 2022. In general, the majority of wells have shut-in pressures ranging from 60 to 80 psig. A low pressure area with wells having a shut-in pressure of less than 60 psig is developing in the center of the steam field.

B. Reservoir Pressure and Flowrate Decline

Changes in reservoir pressure over time are a function of the mass-replacement ratio. By injecting steam condensate and supplementing it with wastewater from the Southeast Geysers Project, the decline in reservoir pressures has moderated or slowed with time.

In 2022, shut-in pressures were either recorded or estimated for 57 wells. The estimated average wellhead shut-in pressure is 71.3 psig. The average well on the NCPA lease flows 28,600 lb/hr at 40.2 psig.

The projected flowrate decline is shown in *Figure 13*. In 2022, the overall steam production rate averaged 1,744 klbs/hr. The flow rate in 2023 is projected to be 1,705 klbs/hr. The overall steam field decline is still projected to be a harmonic 0.8% going forward. Reservoir parameters of steam flow, pressure and temperature will be closely monitored in the upcoming year to determine if the impact of reduced water injection continues to match the numerical modeling results.

C. 2022 Generation Review

Net generation for the NCPA Geo Facilities in 2022 was 764 GWhr. For FY 2023, the forecast net generation was 734 GWhrs, but Unit #1 has been down for repairs since March 1, 2023 and the expected FY 2023 net generation is now expected to be around 654.1 GWhr. The 2022 peak gross generation level was 103.9 MW while peak net generation level was 96.5 MW.

D. 2023 Generation Forecast

The updated forecast of future reservoir performance, and the resulting energy generation forecast for the NCPA geothermal plants, was developed using decline curve analysis. Included in the forecast are:

1. Operation of the steam field in a two-zone operation.
2. The continued benefits from the Southeast Geysers Effluent Pipeline Project.

The most recently developed forecast of steam field operations is illustrated in *Figure 12*. This graph shows NCPA's 40-year historical data for both steam production and water injection, and forecasts of production and injection out to year 2047. While total water injection is capable of replacing 100% of the annual steam production, water injection has been intentionally reduced to stimulate steam production. No negative effects to the reservoir from reduced injection rate have been observed and it's not certain when water injection will be increased again. Additional numerical modeling is recommended to study the long-term effects.

The total amount of steam capable of being produced by NCPA through year 2047 is currently estimated at 333.4 billion pounds. Remaining net generation reserves are estimated to be 17,057 GWhr. *Figures 14 and 15* respectively show the projected net generation capacity and total net generation amount for 2021 through 2046. *Table 5* details the annual gross and net generation. A more detailed monthly five year forecast can be found in *Table 6*.

In 2023, it is estimated that the Geo Facilities will generate 664.8 GWhrs net. The peak gross and net generation capacity for the year are respectively projected to be 101.5 MW gross and 91.5 MW net. For FY 2024, the net generation amount is projected to be 743.8 GWhrs.

SUMMARY

Steam Field Operations

- The NCPA lease produced 14.96 Glbs steam while injecting 5.37 Glbs of water resulting in an average mass replacement of 35.9% for the year.
- The peak gross generation level for 2022 was 103.9 MW gross while the net generation level was 96.5 MW net.
- The average water injection decreased from 1,253 gpm in 2021 to 1,225 gpm in 2022.

2022 Reservoir Performance Review

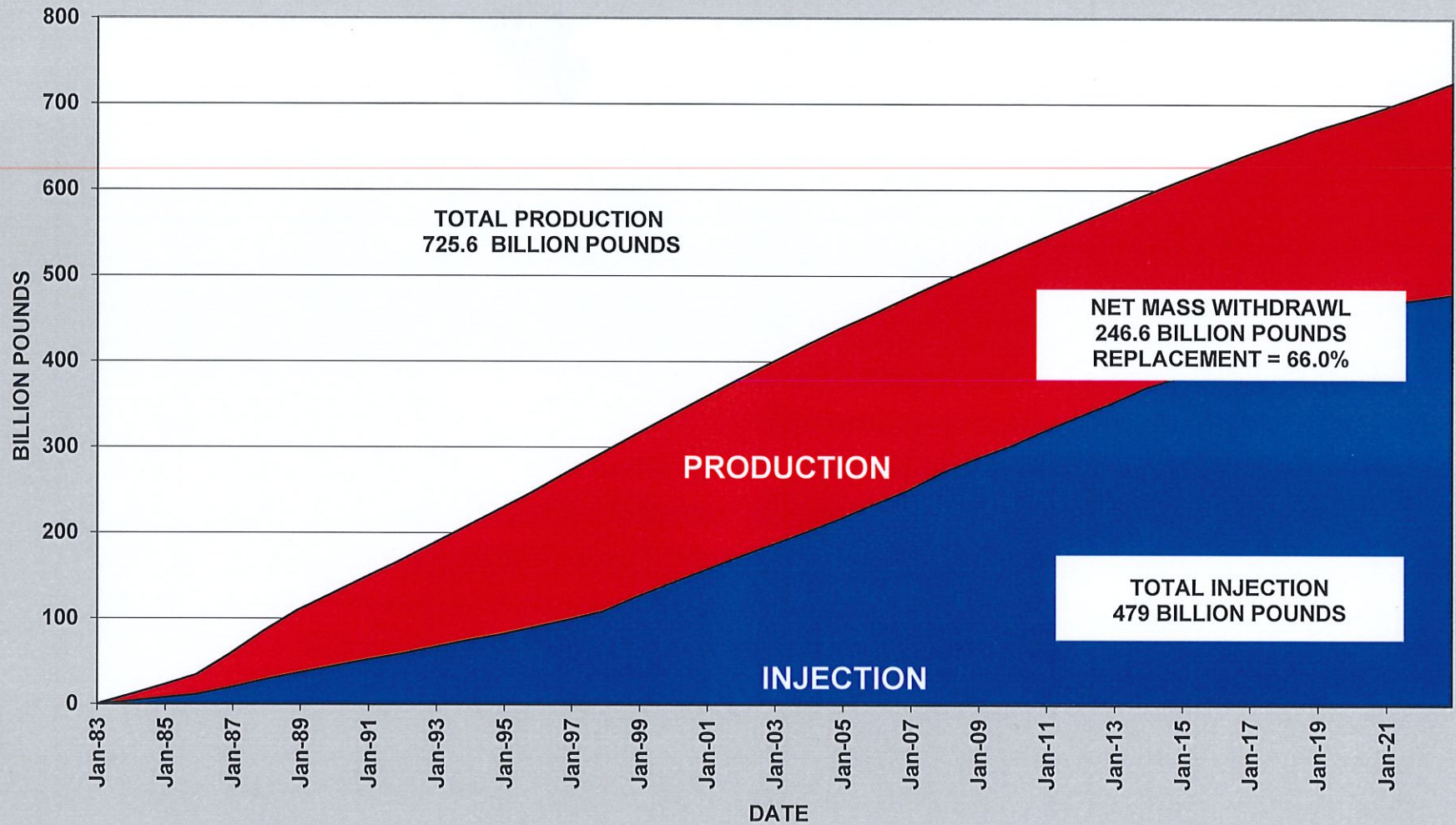
- Average shut-in wellhead pressure for the NCPA lease was 71.3 psig. The average well produces 28.6 kph at 40.2 psig.
- The steam field deliverability was 1,744 klbs/hr in 2022. The projected 2023 deliverability is 1,705 klbs/hr. The projected harmonic decline rate going forward is 0.8%.

2022 Generation Review and 2023 Generation Forecast

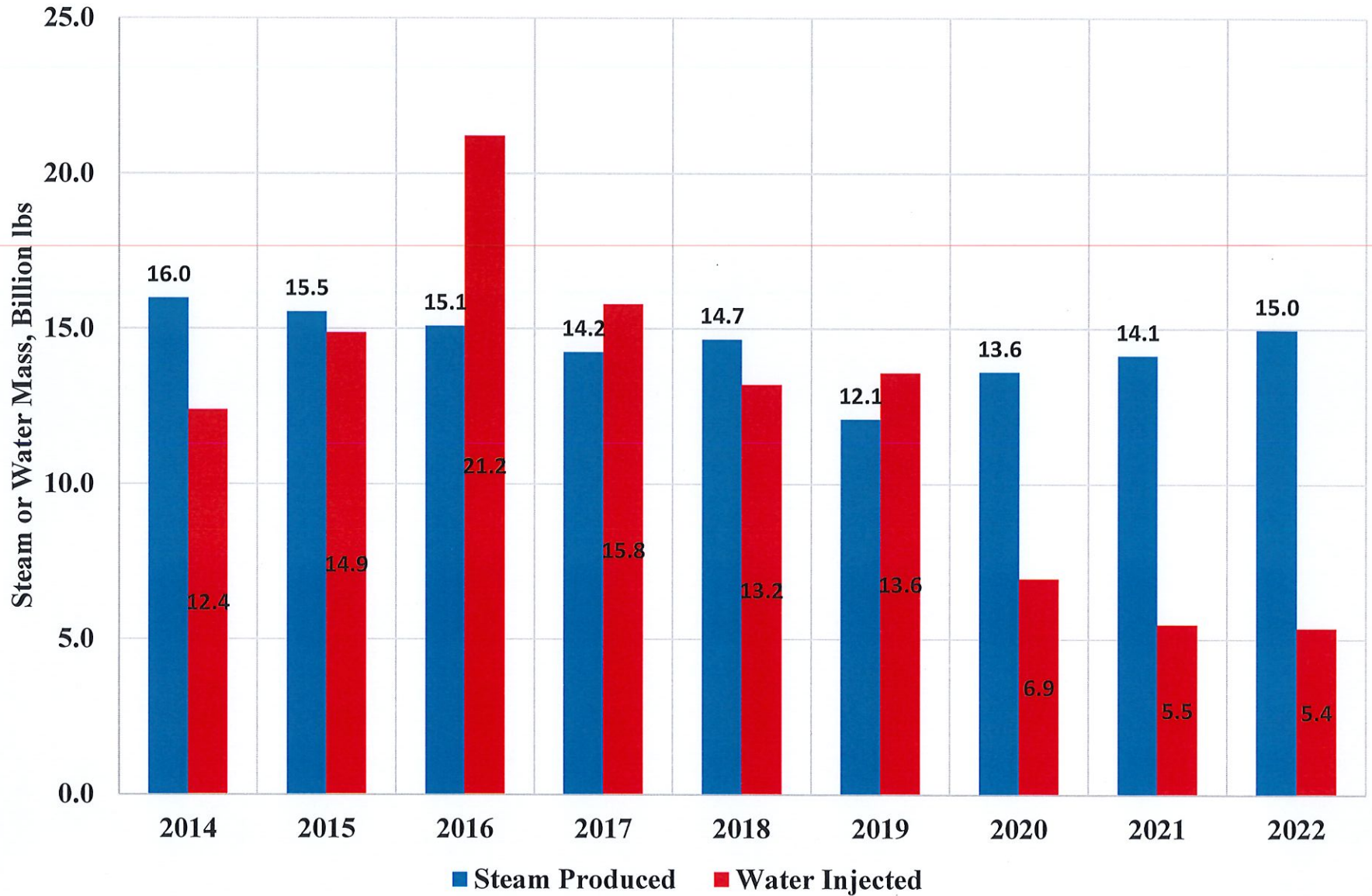
- Net generation for 2022 was 764 GWhrs. For FY 2023, net generation is projected to be 654.1 GWhrs.

- The generation forecast covers the period from 2023-2047. Recoverable steam reserves are 333.4 billion pounds with the total amount of remaining net generation estimated at 17,057 GWhr.
 - The peak gross generation capacity for 2023 is expected to be 101.5 MW or 91.5 MW net.
 - The net generation forecast for year 2023 is 664.8 GWhr net. For FY 2024, the net generation amount is projected to be 743.8 GWhrs.
-

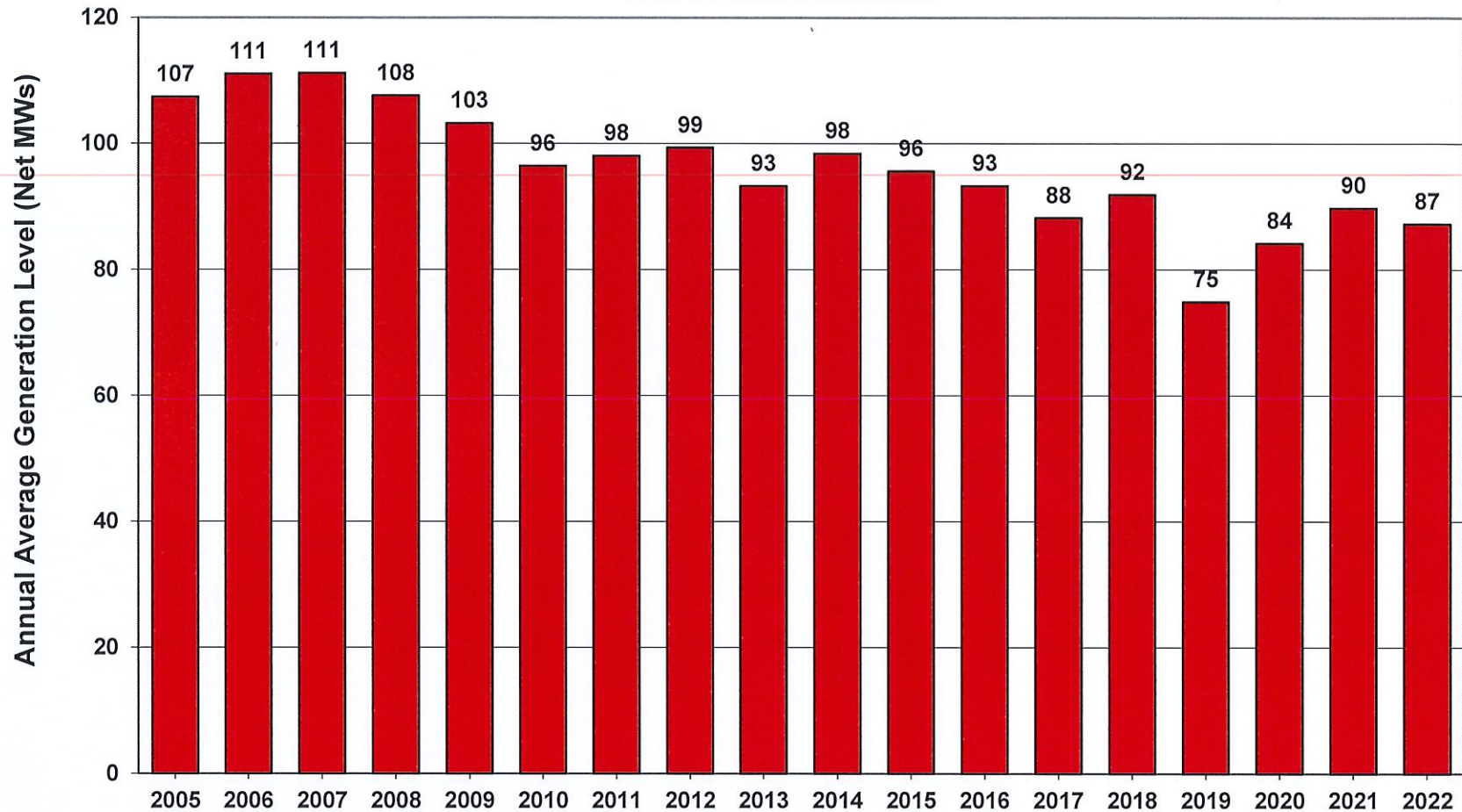
**FIGURE 1
NCPA STEAMFIELD
CUMULATIVE PRODUCTION AND INJECTION**



Historical NCPA Steam Production and Water Injection Levels
Figure 2



**Figure 3. Historical Power Generation Levels
NCPA Geo Facilities**



*Generation levels include downtime for unit outages and overhauls

2020 Gross Steam Utilization

Figure 4

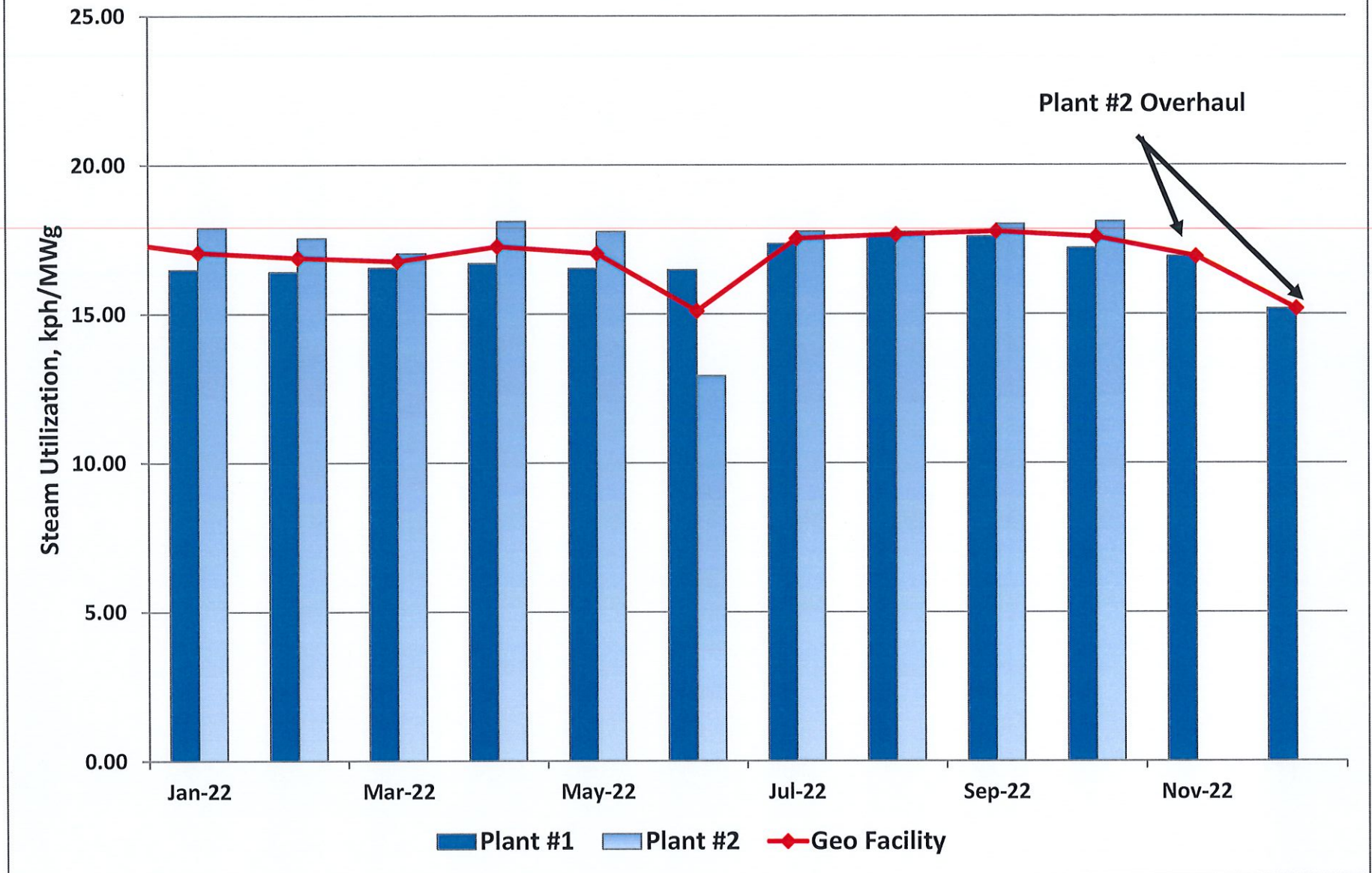
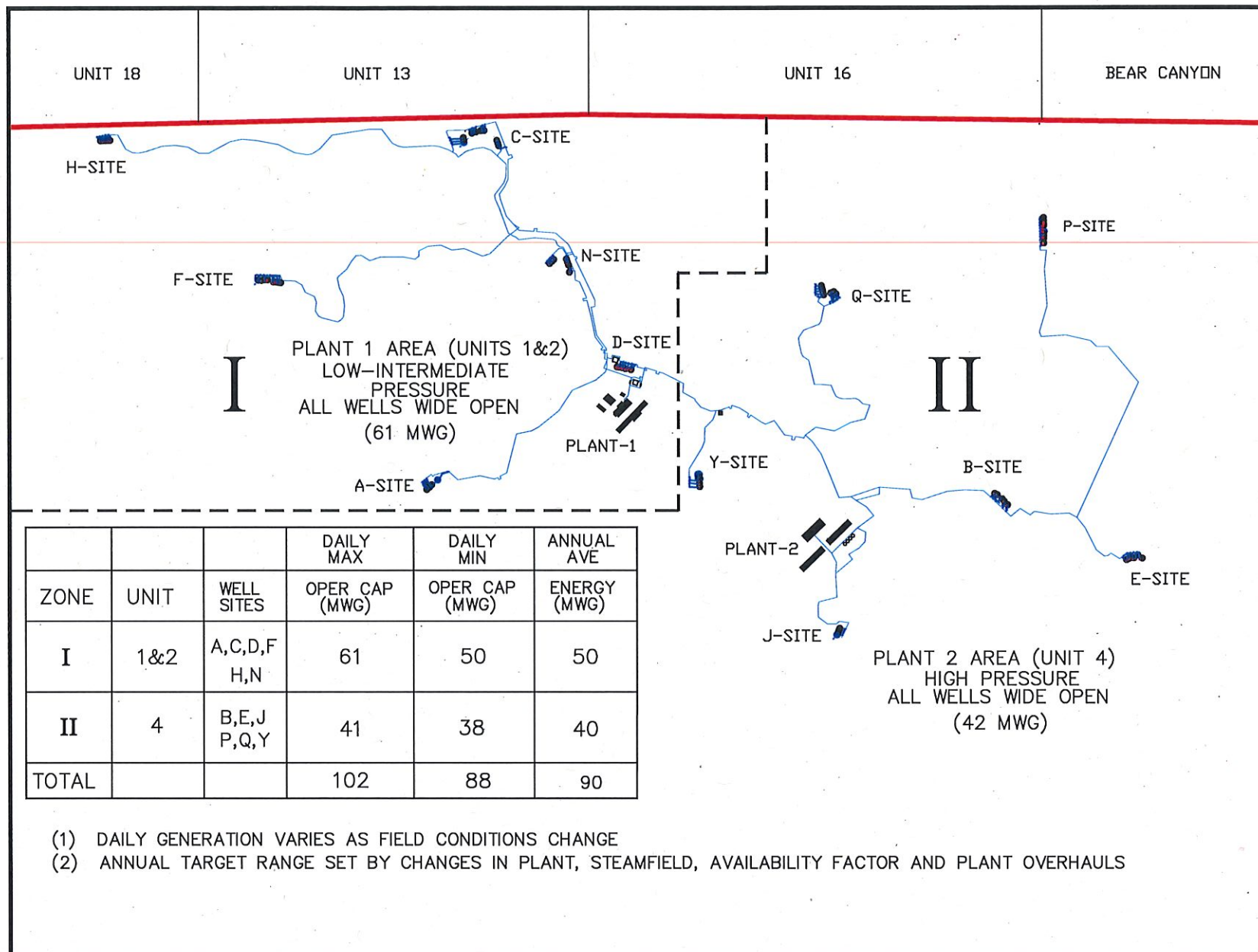


Figure 5. GEOTHERMAL OPERATIONAL PLAN 2023



**Figure 6. History of SEGEP Deliveries Total and NCPA
(Annual Average GPM)**

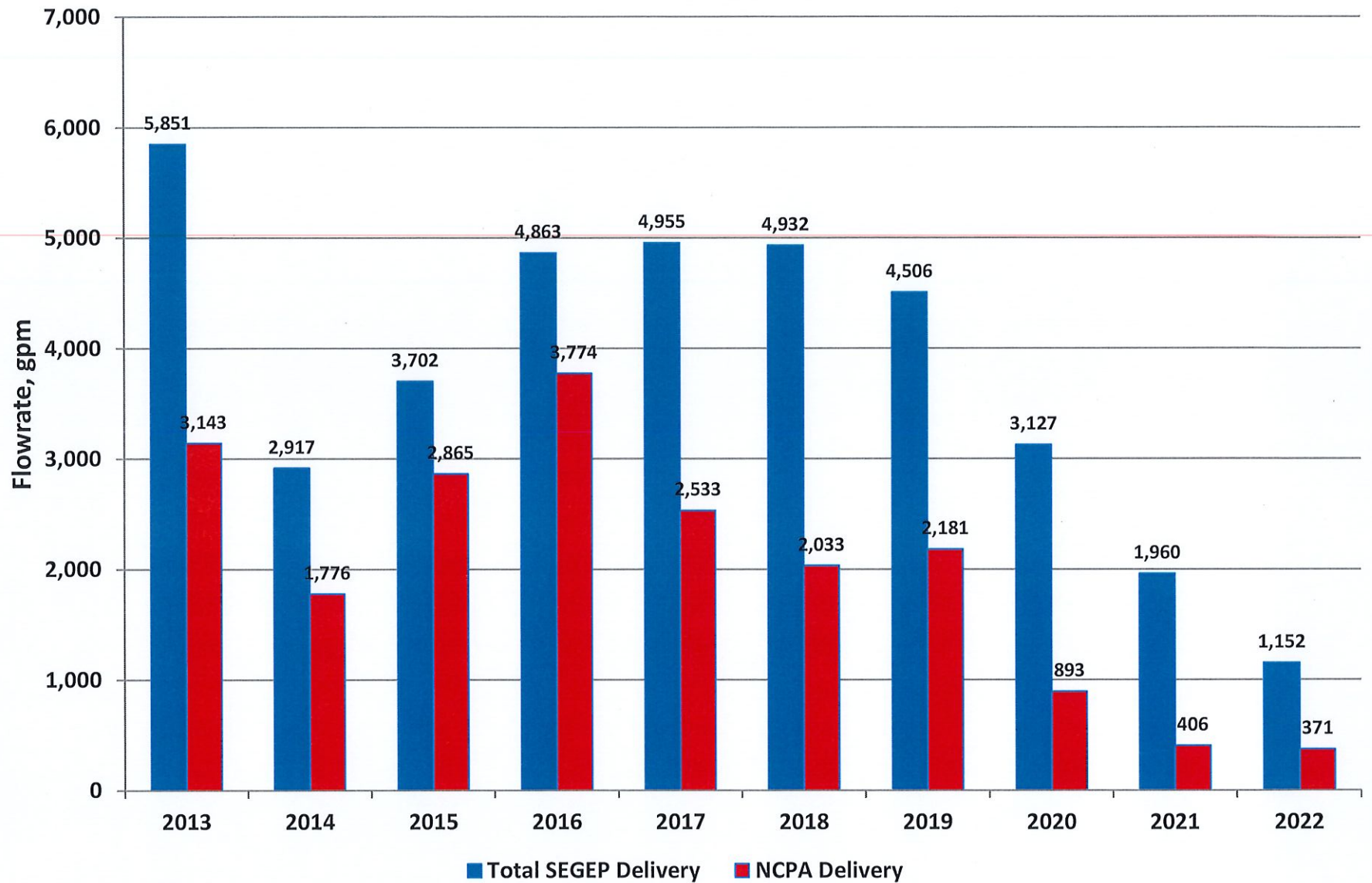


FIGURE 7 MODIFIED PLAN OF INJECTION

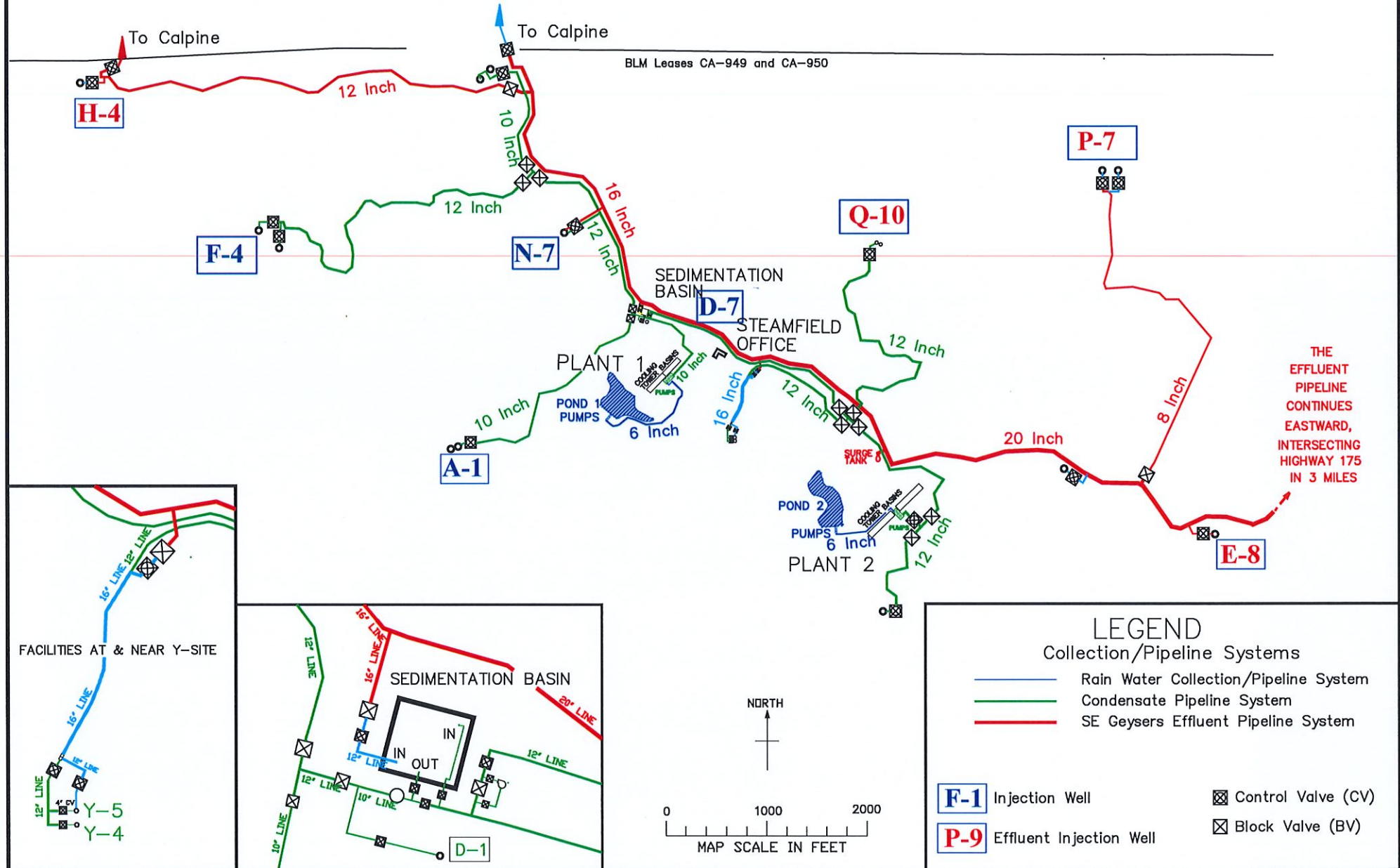
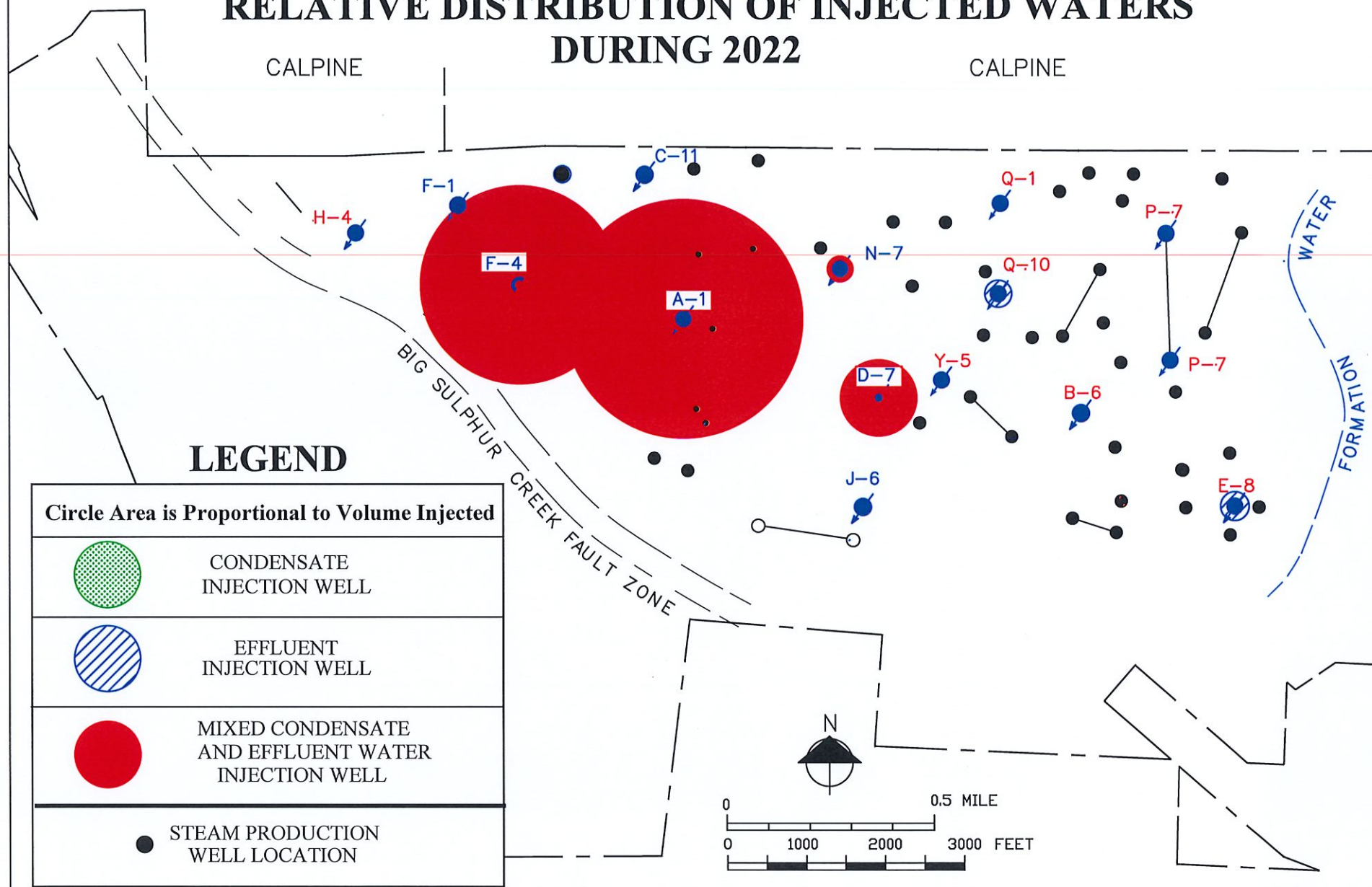


FIGURE 8 **NCPA STEAM FIELD** **RELATIVE DISTRIBUTION OF INJECTED WATERS** **DURING 2022**



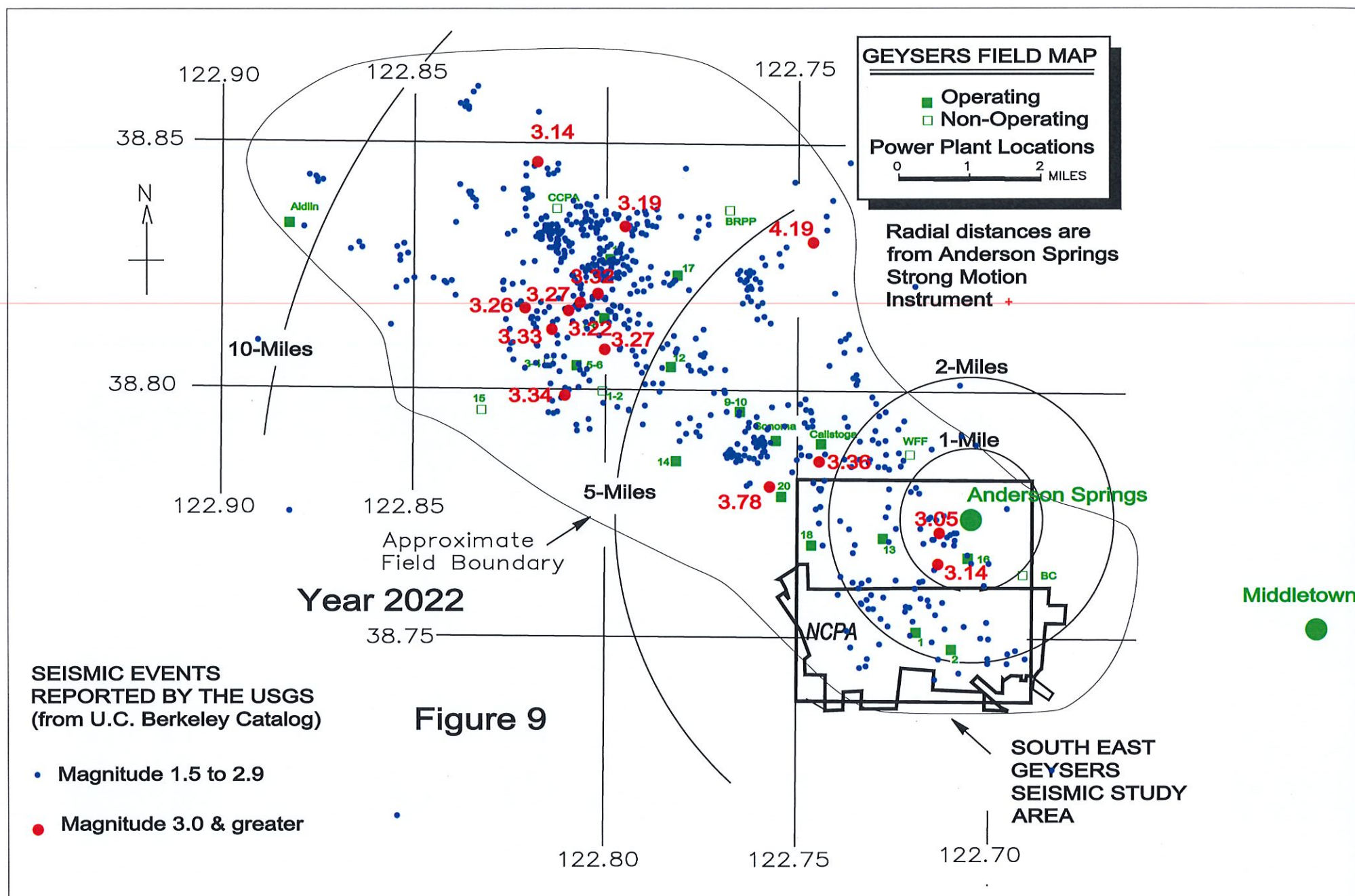


FIGURE 10
NONCONDENSABLE GAS CONCENTRATIONS
IN NCPA STEAM (ppm)

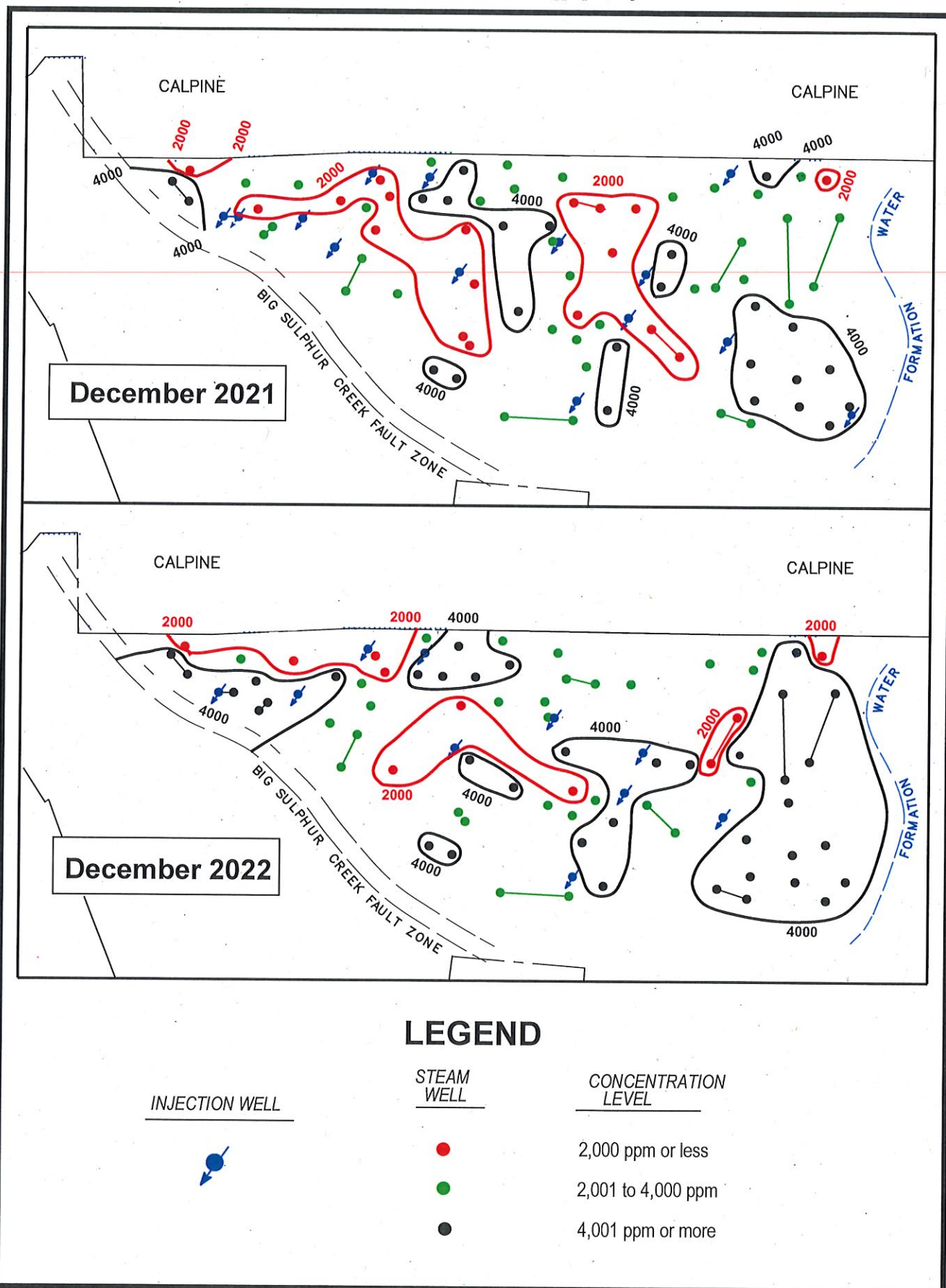
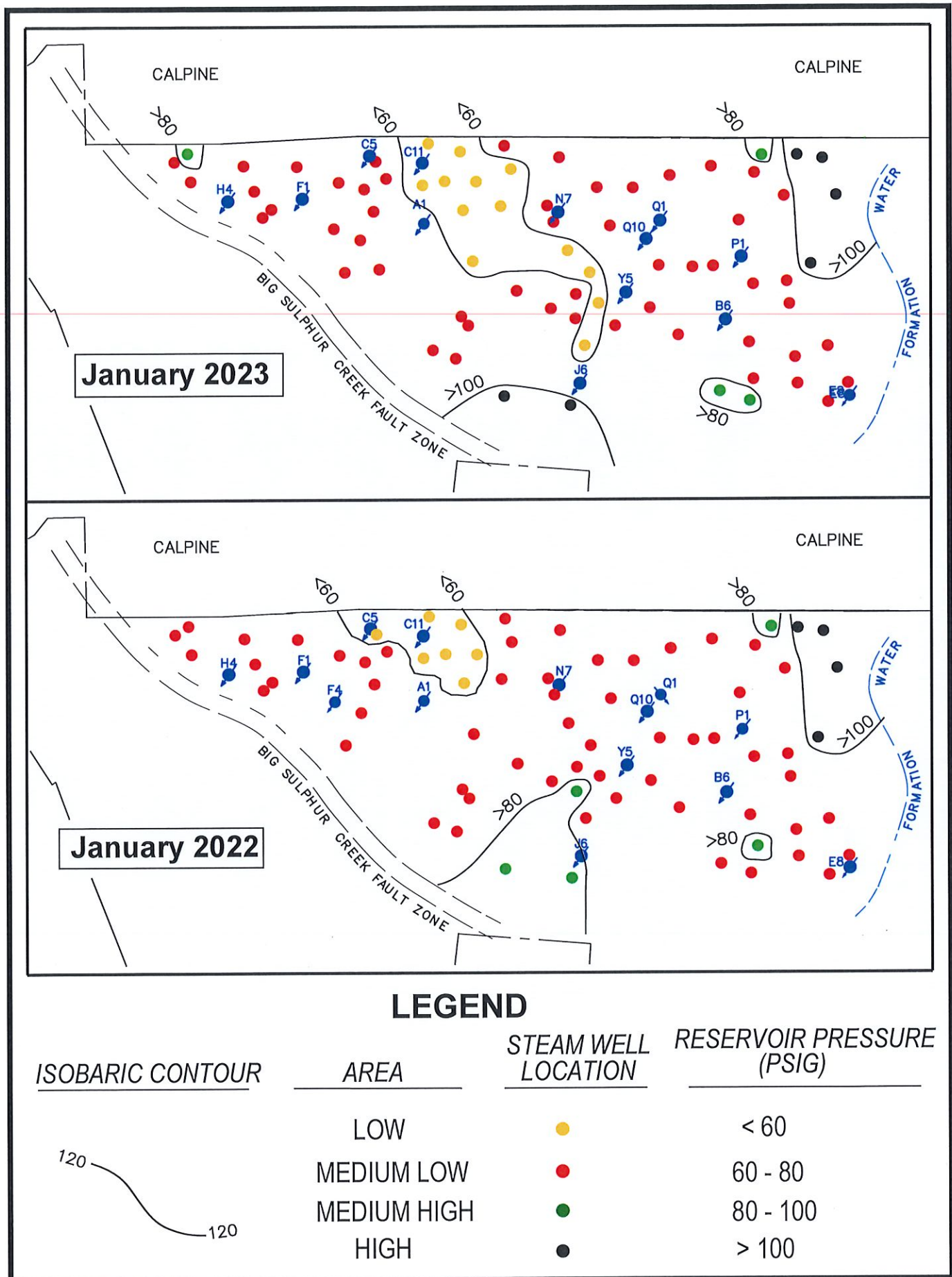


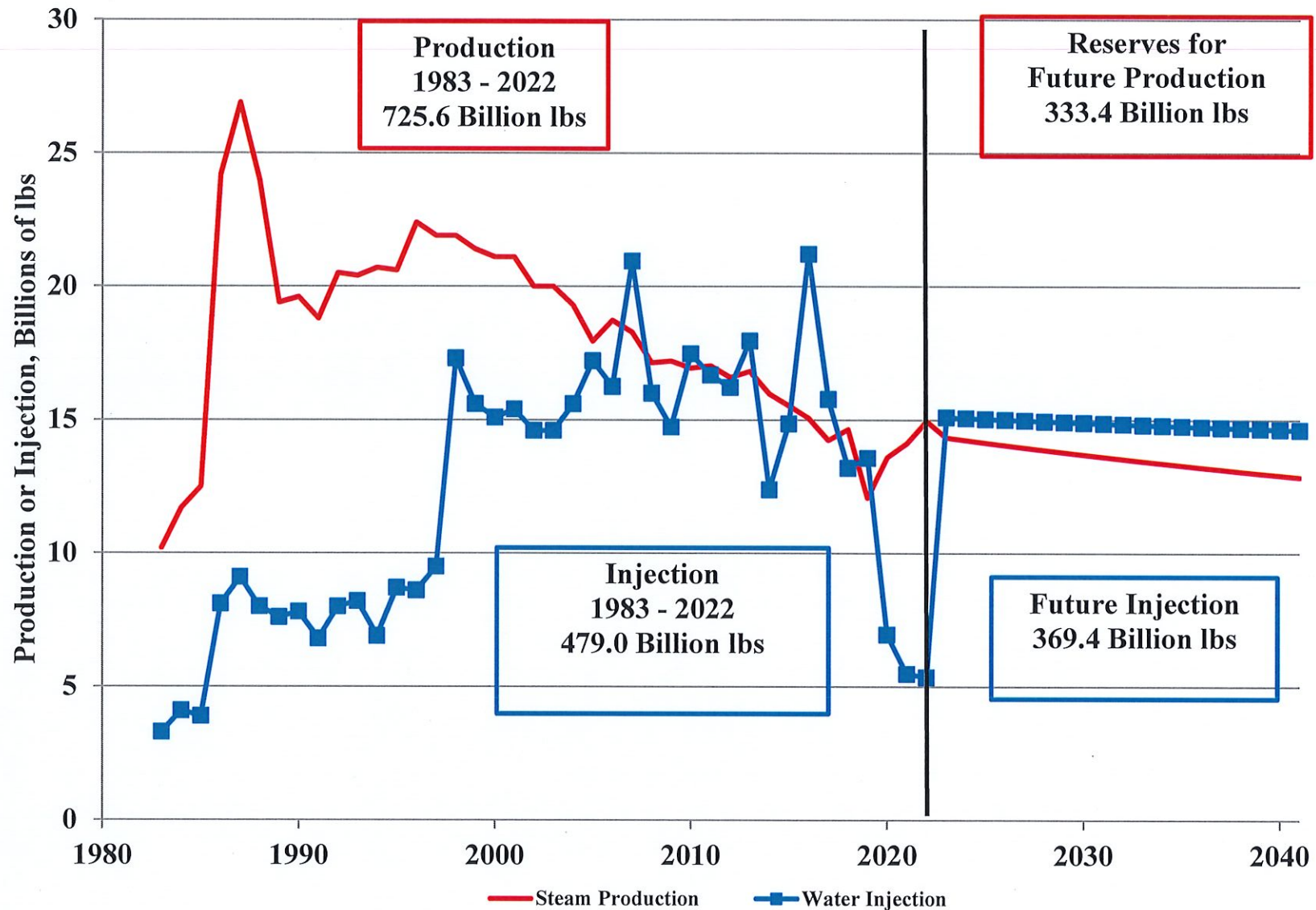
FIGURE 11

NCPA STEAM FIELD RESERVOIR PRESSURE



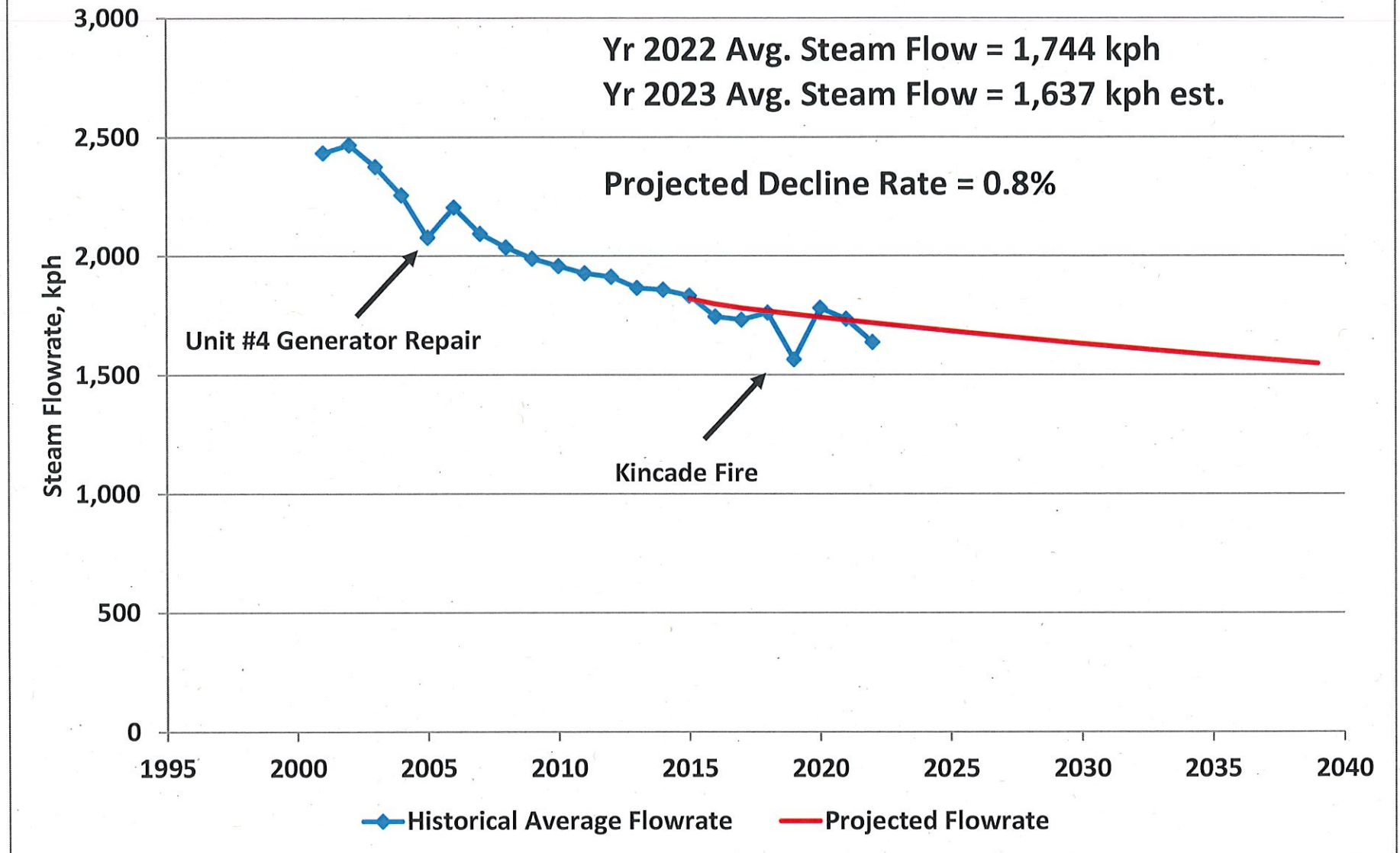
Historical and Forecast Steam Production & Water Injection

Figure 12



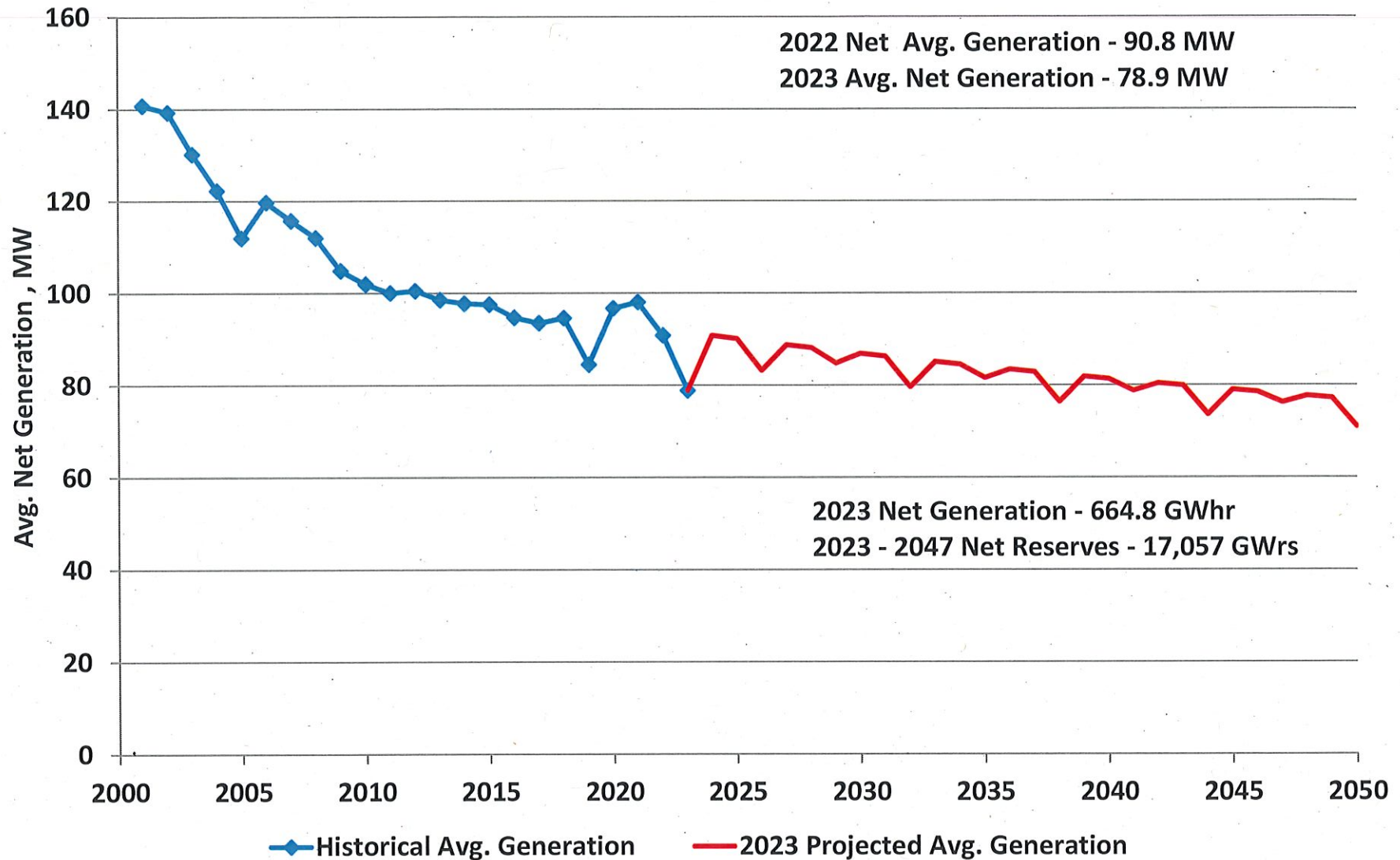
Historical and Projected Steam Flowrates Combined NCPA Plant #1 & #2

Figure 13



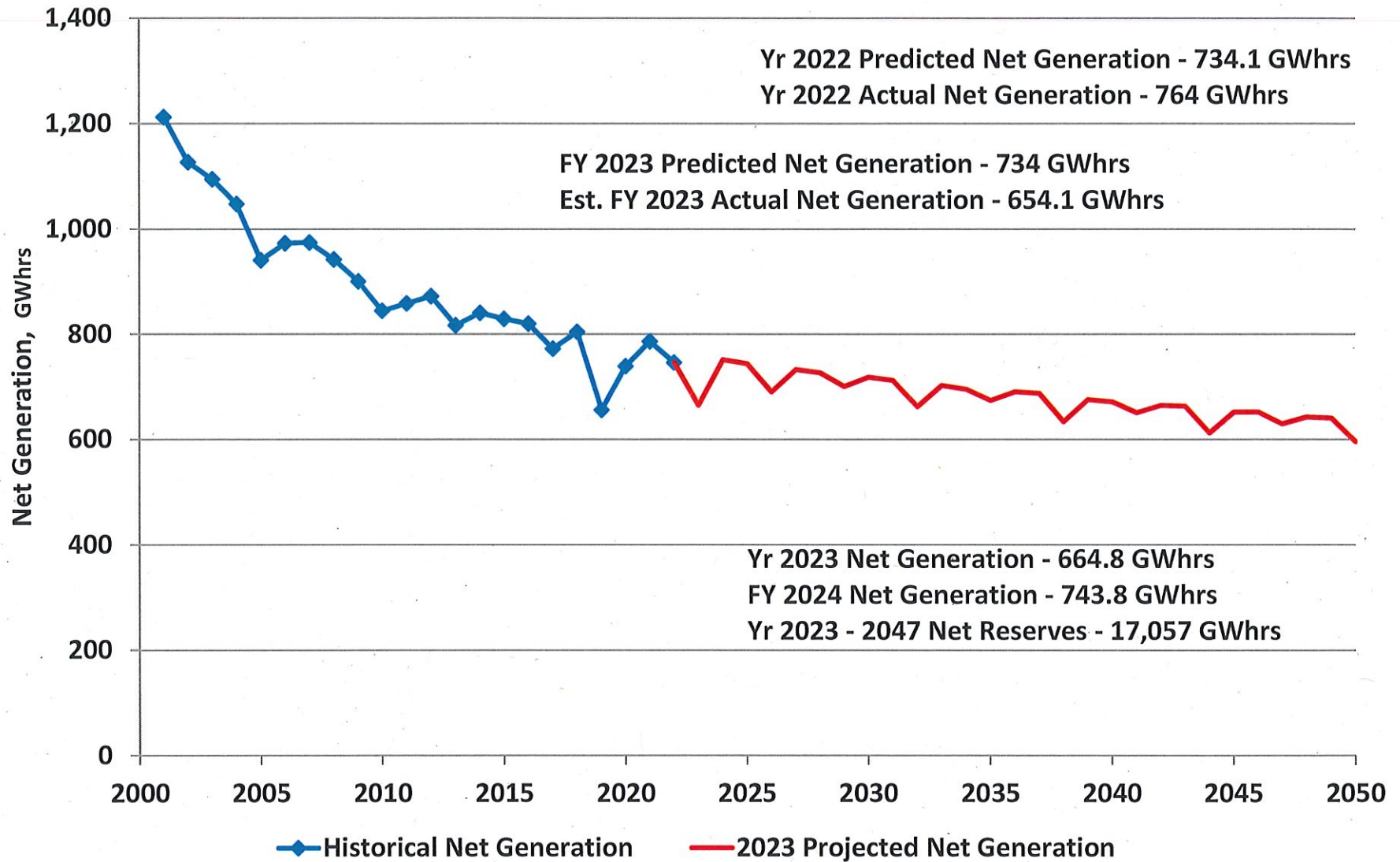
Historical and Projected Average Net Generation Level Combined NCPA Plants #1 & #2

Figure 14



Historical and Projected Net Generation Combined NCPA Plants #1 & #2

Figure 15



**Table 1. ANNUAL REPORT OF NCPA INJECTION AT THE GEYSERS STEAM FIELD
for Year 2022 (in 1000 Gallons)**

[illegible]

**TABLE 2. GEOTHERMAL FACILITIES
Summary Table**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Generation (gross)										
(MWh)	886,004	922,995	903,299	887,299	833,211	874,403	711,902	833,866	841,946	813,753
(MW)	101.1	105.4	103.1	101.0	95.1	99.8	81.3	94.9	96.1	92.9
Generation (net)										
(MWh)	816,824	862,842	837,379	819,149	772,398	804,425	655,798	739,049	786,098	763,924
(MW)	93.2	98.5	95.6	93.3	88.2	91.8	74.9	84.1	89.7	87.2
Protocol										
(MW gross)	108	107	107	107	105	105	102	101	104	103
Steam Conversion										
(Lbs / Kw Gross)	18.99	17.33	17.20	17.00	17.10	16.76	16.97	16.31	16.78	18.39
Steam Delivered										
(Billion Lbs)	16.8	16.00	15.54	15.08	14.24	14.65	12.08	13.60	14.13	14.96
Load Flexibility (gross)										
Monthly High (MW)	109	110	110	110	103	105	110	107	109	104
Monthly Low (MW)	82	104	104	103	77	83	68	67	55	52
Injection										
Total (Billion Lbs)	17.96	12.39	14.86	21.21	15.78	13.19	13.57	6.95	5.48	5.37
Condensate (Billion Lbs)	4.21	4.62	4.20	4.94	4.64	4.36	3.86	3.29	3.80	3.75
Effluent (Billion Lbs)	13.75	7.77	12.50	16.27	11.13	8.83	9.71	3.67	1.68	1.62
Mass Replacement										
Annual (%)	106.7%	77.5%	95.6%	140.6%	110.8%	90.0%	112.3%	51.1%	38.8%	35.9%
Cumulative (%)	62.2%	62.6%	63.4%	65.2%	66.2%	66.7%	67.5%	67.2%	66.7%	66.0%
Wells Used For Injection										
	13	12	13	11	10	10	8	6	6	6
NCPA Micro-seismic Activity M>= 1.5										
	68	58	50	64	66	57	51	55	38	51
NCPA Micro-seismic Activity Maximum Magnitude Event										
	3.76	4.38	2.99	3.37	2.92	3.09	2.84	2.86	3.98	2.76
NCG Concentration (ppmw)										
	3,248	3,069	3,176	3,376	3,108	3,190	3,096	4,102	3,416	

Table 3
RESERVOIR PRESSURE
BY WELL 2023

WELL	PRESS	WELL	PRESS	WELL	PRESS	WELL	PRESS
A-3	68.0	D-1				P-1	
A-4	68.1	D-2		H-1	69.7	P-2	94.2
A-5	63.2	D-6	71.6	H-2	81.2	P-4	
A-6	68.4	D-7	68.3	H-3	72.0	P-5	125.9
A-SITE	66.9	D-8	64.9	H-4	68.3	P-6	115.9
		D-SITE	68.3	H-5	68.4	P-7	71.1
B-2	71.9			H-SITE	71.9	P-8	123.3
B-3	73.6	E-1	68.3			P-9	
B-4	69.3	E-2	73.1	J-2	69.1	P-SITE	106.1
B-5	68.3	E-3	77.2	J-3	75.5		
B-6		E-4	71.2	J-4	85.7	Q-1	
B-SITE	70.8	E-5	70.9	J-5	110.0	Q-3	62.5
		E-6	70.8	J-SITE	85.1	Q-4	66.6
C-1	58.1	E-8	71.5			Q-5	68.5
C-2	56.9	E-SITE	71.9			Q-6	67.5
C-4	60.2			N-1	61.4	Q-7	69.5
C-5	55.4	F-1		N-2	55.7	Q-8	70.1
C-6	56.0	F-2	67.1	N-3		Q-9	72.0
C-7	56.6	F-3	67.1	N-4	57.3	Q-SITE	68.1
C-8	63.5	F-4		N-5	57.0		
C-9		F-5		N-6	63.3	Y-1	69.5
C-10	62.2	F-6	64.6	N-SITE	58.9	Y-2	64.5
C-SITE	58.6	F-7				Y-3	
		F-SITE	66.3			Y-4	
						Y-5	
						Y-SITE	67.0

VALUES ARE FROM PRESSURE BUILD- UP TESTS
SHADED NUMBERS ARE FOR DATA OBTAINED FROM OTHER STATIC
PRESSURE OBSERVATIONS

57 WELLS TESTED AVE. SHUT-IN WELL PRESS EQUALS 71.3 psig

AVE SITE PRESS EQUALS 71.6 psig

AVE. FLOWRATE = 28.6 kph at 40.2 psig

TABLE 4 NCG CONCENTRATIONS (PPMW) 2022 BY WELL, AND SITE AND PROJECT							
WELL	NCG	WELL	NCG	WELL	NCG	WELL	NCG
A-3		D-1	3236	H-1	3838	P-1	
A-4	3707	D-2	2234	H-2	1142	P-2	2767
A-5	1906	D-6	2374	H-3	5206	P-4	1568
A-6	2373	D-7	3059	H-4		P-5	13945
A-SITE	2662	D-8	4406	H-5	3247	P-6	1524
		D-SITE	3062	H-SITE	3358	P-7	6909
B-2	5658					P-8	5576
B-3	5022	E-1	12669	J-2	5642	P-9	
B-4	3302	E-2	6007	J-3	3613	P-SITE	5381
B-5	4808	E-3	4817	J-4	6287		
B-6		E-4	7707	J-5	3096	Q-1	
B-SITE	4697	E-5	11218	J-SITE	4659	Q-3	4884
		E-6	5360			Q-4	3134
C-1	2616	E-SITE	7963	N-1	2723	Q-5	2012
C-2	5012			N-2	1434	Q-6	2418
C-4	3468	F-1	2238	N-3	4910	Q-7	20189
C-5	13186	F-2	7225	N-4	2839	Q-8	2386
C-6	6207	F-3	2104	N-5	4333	Q-9	3190
C-7	5494	F-4		N-6	2746	Q-A	
C-8	2881	F-5	1655	N-SITE	3164	Q-SITE	5459
C-9		F-6	1374				
C-A	1495	F-7	5375			Y-1	1652
C-SITE	5045	F-SITE	3329			Y-2	5224
						Y-3	11561
						Y-4	5255
						Y-5	
						Y-SITE	5923
VALUES ARE FROM NCPA CHEM LAB ANALYSIS							
Number of wells samples wells sampled=						62	
AVG. WELL NCG =						4765	
AVG. SITE NCG =						4559	
NCG Flow Weighted Avg. =						4289	

2023 Generation - 25 Year Forecast
Table 5

Year	Total Geo Facilities		Plant #1		Plant #2	
	Gross	Net	Gross	Net	Gross	Net
	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr
2023	730.5	664.8	403.2	355.8	327.3	309.0
2024	834.9	751.4	503.1	441.0	331.8	310.4
2025	827.0	743.7	500.5	438.6	326.5	305.1
2026	768.9	690.3	439.9	382.6	329.1	307.7
2027	816.0	732.7	498.0	436.1	318.1	296.7
2028	810.0	726.7	498.1	436.0	312.0	290.7
2029	781.3	700.5	507.8	445.9	273.5	254.6
2030	801.8	718.3	495.6	433.5	306.1	284.8
2031	795.4	712.1	493.0	431.1	302.4	281.0
2032	741.0	662.1	434.7	377.2	306.4	284.9
2033	785.7	702.4	490.6	428.7	295.1	273.7
2034	778.4	695.3	489.4	427.5	289.0	267.8
2035	754.8	674.0	500.5	438.6	254.2	235.4
2036	773.9	690.4	488.3	426.3	285.6	264.2
2037	771.4	687.6	489.8	427.4	281.5	260.2
2038	712.3	633.6	427.0	369.7	285.3	263.9
2039	758.9	675.6	483.5	421.5	275.4	254.1
2040	754.6	671.3	483.6	421.5	271.0	249.7
2041	731.3	650.6	493.4	431.5	237.9	219.0
2042	748.1	664.7	481.3	419.2	266.9	245.5
2043	746.9	663.1	482.8	420.4	264.1	242.7
2044	691.1	612.2	422.2	364.7	269.0	247.5
2045	735.3	652.0	476.5	414.6	258.8	237.4
2046	735.8	652.1	475.4	413.5	260.4	238.7
2047	710.2	629.5	486.5	424.6	223.7	204.8

Notes:

1. Assumes 3 unit operation.
2. Steam Reserves: 333.4 Billion lb.
3. Gross Reserves: 19,096 GWhr
4. Net Reserves: 17,057 GWhr
5. Plant #1 Auxiliary Load is varies from 5.6 MW to 7.5 MW depending on SEGEP Pump Operation
Plant #2 Auxiliary Load is fixed at 2.58 MW.
6. See Table 5B for scheduled outages.

2023 Generation Capacity - 25 Year Forecast
Table 5A

Year	Plant #1		Plant #2		Total	
	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net
	Gen.	Gen.	Gen.	Gen.	Gen.	Gen.
	MW	MW	MW	MW	MW	MW
2023	60.9	53.6	40.6	38.0	101.5	91.5
2024	60.9	53.4	40.3	37.8	101.2	91.1
2025	60.7	53.2	39.8	37.2	100.5	90.4
2026	60.6	53.1	49.1	46.6	109.7	99.6
2027	60.4	52.9	38.8	36.2	99.2	89.1
2028	60.3	52.8	38.3	35.7	98.5	88.4
2029	60.1	52.6	37.8	35.2	97.9	87.8
2030	60.0	52.5	37.3	34.7	97.3	87.2
2031	59.8	52.3	36.8	34.3	96.6	86.6
2032	59.7	52.2	36.4	43.7	96.0	95.8
2033	59.5	52.0	35.9	33.4	95.5	85.4
2034	59.4	51.9	35.5	32.9	94.9	84.8
2035	59.2	51.7	35.1	32.5	94.3	84.2
2036	59.1	51.6	34.7	32.1	93.8	83.7
2037	58.9	51.4	34.3	31.7	93.2	83.1
2038	58.8	51.3	33.9	31.3	92.7	82.6
2039	58.6	51.1	33.5	30.9	92.2	82.1
2040	58.5	51.0	33.2	30.6	91.7	81.6
2041	58.4	50.9	32.8	30.2	91.2	81.1
2042	58.2	50.7	32.5	29.9	90.7	80.6
2043	58.1	50.6	32.1	29.6	90.2	80.1
2044	57.9	50.4	31.8	29.2	89.8	79.7
2045	57.8	50.3	31.5	28.9	89.3	79.2
2046	57.7	50.2	31.2	28.6	88.8	78.7
2047	57.5	50.0	30.9	28.3	88.4	78.3

* Peak generation levels that the plants are capable of achieving.

2023 Generation - 5 Year Forecast

Table 6

Date	Total Geo Facilities		Plant #1		Plant #2	
	Gross	Net	Gross	Net	Gross	Net
	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr
Jan-23	56.8	53.2	56.8	53.2	0.0	0.0
Feb-23	63.1	58.8	37.1	34.2	26.1	24.6
Mar-23	38.2	36.3	2.5	2.3	35.8	34.0
Apr-23	57.8	52.4	24.7	20.9	33.1	31.5
May-23	59.7	54.1	25.5	21.5	34.2	32.6
Jun-23	44.3	40.1	18.9	16.0	25.4	24.2
Jul-23	59.7	54.1	25.5	21.5	34.2	32.6
Aug-23	71.7	64.6	43.1	37.8	28.7	26.8
Sep-23	69.4	62.5	41.7	36.5	27.7	25.9
Oct-23	68.9	61.9	43.0	37.7	25.8	24.2
Nov-23	69.3	62.4	41.6	36.5	27.7	25.9
Dec-23	71.6	64.4	43.0	37.7	28.5	26.7
Jan-24	71.5	64.4	43.0	37.7	28.5	26.7
Feb-24	66.9	60.2	40.2	35.3	26.6	24.9
Mar-24	71.4	64.3	43.0	37.7	28.5	26.6
Apr-24	64.9	58.6	37.4	32.8	27.5	25.7
May-24	71.4	64.2	43.0	37.7	28.4	26.6
Jun-24	69.0	62.1	41.6	36.5	27.4	25.7
Jul-24	71.3	64.2	43.0	37.7	28.3	26.5
Aug-24	71.2	64.1	43.0	37.7	28.3	26.5
Sep-24	68.9	62.0	41.6	36.4	27.3	25.6
Oct-24	68.4	61.5	42.9	37.6	25.5	23.8
Nov-24	68.8	61.9	41.5	36.4	27.3	25.5
Dec-24	71.1	63.9	42.9	37.6	28.2	26.3
Jan-25	71.0	63.9	42.9	37.6	28.1	26.3
Feb-25	64.1	57.7	38.7	34.0	25.4	23.7
Mar-25	71.0	63.8	42.9	37.6	28.1	26.2
Apr-25	64.5	58.1	37.3	32.7	27.1	25.4
May-25	70.9	63.7	42.9	37.6	28.0	26.2
Jun-25	68.6	61.7	41.5	36.3	27.1	25.3
Jul-25	70.8	63.7	42.9	37.6	27.9	26.1
Aug-25	70.8	63.6	42.8	37.5	27.9	26.1
Sep-25	68.4	61.5	41.5	36.3	27.0	25.2
Oct-25	68.0	61.0	42.8	37.5	25.2	23.5
Nov-25	68.4	61.5	41.4	36.3	26.9	25.2
Dec-25	70.6	63.5	42.8	37.5	27.8	26.0
Jan-26	70.6	63.4	42.8	37.5	27.8	25.9
Feb-26	63.7	57.3	38.6	33.9	25.0	23.4
Mar-26	70.5	63.4	42.8	37.5	27.7	25.9
Apr-26	33.6	31.8	0.0	0.0	33.6	31.8
May-26	48.3	41.2	20.7	15.4	27.6	25.8
Jun-26	68.1	61.2	41.4	36.2	26.7	24.9
Jul-26	70.3	63.2	42.7	37.4	27.6	25.7
Aug-26	70.3	63.2	42.7	37.4	27.5	25.7
Sep-26	68.0	61.1	41.3	36.2	26.6	24.9
Oct-26	67.5	60.6	42.7	37.4	24.8	23.2
Nov-26	67.9	61.0	41.3	36.2	26.6	24.8
Dec-26	70.1	63.0	42.7	37.4	27.4	25.6
Jan-27	70.1	63.0	42.7	37.4	27.4	25.6
Feb-27	63.3	56.8	38.6	33.8	24.7	23.1
Mar-27	70.0	62.9	42.7	37.4	27.3	25.5
Apr-27	63.6	57.2	37.2	32.5	26.4	24.7
May-27	69.9	62.8	42.7	37.4	27.3	25.4
Jun-27	67.6	60.7	41.3	36.1	26.4	24.6
Jul-27	69.9	62.7	42.6	37.3	27.2	25.4
Aug-27	69.8	62.7	42.6	37.3	27.2	25.4
Sep-27	67.5	60.6	41.2	36.1	26.3	24.5
Oct-27	67.1	60.2	42.6	37.3	24.5	22.9
Nov-27	67.5	60.6	41.2	36.1	26.2	24.5
Dec-27	69.7	62.5	42.6	37.3	27.1	25.2

2023 Generation Capacity - 5 Year Forecast*

Table 6A

Year	Plant #1		Plant #2		Total	
	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net
	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW
Jan-23	80.3	75.2	0.0	0.0	80.3	75.2
Feb-23	58.0	53.6	40.8	38.6	98.9	92.1
Mar-23	3.5	3.3	50.6	48.0	54.1	51.3
Apr-23	36.0	30.5	48.5	46.1	84.5	76.6
May-23	36.0	30.5	48.5	46.1	84.5	76.6
Jun-23	36.0	30.5	48.4	46.1	84.5	76.5
Jul-23	36.0	30.5	48.4	46.1	84.4	76.5
Aug-23	60.9	53.4	40.6	38.0	101.5	91.4
Sep-23	60.9	53.4	40.5	37.9	101.4	91.3
Oct-23	60.9	53.4	40.5	37.9	101.4	91.3
Nov-23	60.9	53.4	40.4	37.8	101.3	91.2
Dec-23	60.9	53.4	40.4	37.8	101.3	91.2
Jan-24	60.9	53.4	40.3	37.8	101.2	91.1
Feb-24	60.8	53.3	40.3	37.7	101.1	91.1
Mar-24	60.8	53.3	40.3	37.7	101.1	91.0
Apr-24	60.8	53.3	40.2	37.6	101.0	90.9
May-24	60.8	53.3	40.2	37.6	101.0	90.9
Jun-24	60.8	53.3	40.1	37.5	100.9	90.8
Jul-24	60.8	53.3	40.1	37.5	100.9	90.8
Aug-24	60.8	53.3	40.0	37.4	100.8	90.7
Sep-24	60.8	53.3	40.0	37.4	100.7	90.6
Oct-24	60.7	53.2	39.9	37.3	100.7	90.6
Nov-24	60.7	53.2	39.9	37.3	100.6	90.5
Dec-24	60.7	53.2	39.8	37.3	100.6	90.5
Jan-25	60.7	53.2	39.8	37.2	100.5	90.4
Feb-25	60.7	53.2	39.8	37.2	100.4	90.4
Mar-25	60.7	53.2	39.7	37.1	100.4	90.3
Apr-25	60.7	53.2	39.7	37.1	100.3	90.2
May-25	60.7	53.2	39.6	37.0	100.3	90.2
Jun-25	60.6	53.1	39.6	37.0	100.2	90.1
Jul-25	60.6	53.1	39.5	36.9	100.2	90.1
Aug-25	60.6	53.1	39.5	36.9	100.1	90.0
Sep-25	60.6	53.1	39.4	36.9	100.1	90.0
Oct-25	60.6	53.1	39.4	36.8	100.0	89.9
Nov-25	60.6	53.1	39.4	36.8	99.9	89.8
Dec-25	60.6	53.1	39.3	36.7	99.9	89.8
Jan-26	60.6	53.1	39.3	36.7	99.8	89.7
Feb-26	60.5	53.0	39.2	36.6	99.8	89.7
Mar-26	60.5	53.0	39.2	36.6	99.7	89.6
Apr-26	0.0	0.0	49.1	46.6	49.1	46.6
May-26	29.3	21.8	39.1	36.5	68.4	58.3
Jun-26	60.5	53.0	39.1	36.5	99.6	89.5
Jul-26	60.5	53.0	39.0	36.4	99.5	89.4
Aug-26	60.5	53.0	39.0	36.4	99.4	89.4
Sep-26	60.5	53.0	38.9	36.3	99.4	89.3
Oct-26	60.4	52.9	38.9	36.3	99.3	89.2
Nov-26	60.4	52.9	38.8	36.3	99.3	89.2
Dec-26	60.4	52.9	38.8	36.2	99.2	89.1
Jan-27	60.4	52.9	38.8	36.2	99.2	89.1
Feb-27	60.4	52.9	38.7	36.1	99.1	89.0
Mar-27	60.4	52.9	38.7	36.1	99.1	89.0
Apr-27	60.4	52.9	38.6	36.0	99.0	88.9
May-27	60.4	52.9	38.6	36.0	99.0	88.9
Jun-27	60.3	52.8	38.6	36.0	98.9	88.8
Jul-27	60.3	52.8	38.5	35.9	98.8	88.8
Aug-27	60.3	52.8	38.5	35.9	98.8	88.7
Sep-27	60.3	52.8	38.4	35.8	98.7	88.6
Oct-27	60.3	52.8	38.4	35.8	98.7	88.6
Nov-27	60.3	52.8	38.3	35.8	98.6	88.5
Dec-27	60.3	52.8	38.3	35.7	98.6	88.5

* Average generation levels plants are capable of achieving.

TABLE 7
2023 FORECAST OF GEOTHERMAL PRODUCTION AND
INJECTION

TIME STEP	DATE	STEAM	COND	WATER
		PROD. BLBS	INJ BLBS	INJ BLBS
1	2023	14.3	4.6	15.1
2	2024	14.2	4.6	15.1
3	2025	14.1	4.5	15.0
4	2026	14.1	4.5	15.0
5	2027	14.0	4.5	15.0
6	2028	13.9	4.4	14.9
7	2029	13.8	4.4	14.9
8	2030	13.7	4.4	14.9
9	2031	13.6	4.4	14.9
10	2032	13.5	4.3	14.8
11	2033	13.5	4.3	14.8
12	2034	13.4	4.3	14.8
13	2035	13.3	4.3	14.8
14	2036	13.2	4.2	14.7
15	2037	13.1	4.2	14.7
16	2038	13.1	4.2	14.7
17	2039	13.0	4.2	14.7
18	2040	12.9	4.1	14.6
19	2041	12.9	4.1	14.6
20	2042	12.8	4.1	14.6
21	2043	12.7	4.1	14.6
22	2044	12.7	4.1	14.6
23	2045	12.6	4.0	14.5
24	2046	12.5	4.0	14.5
25	2047	12.5	4.0	14.5

NOTES :

1. CUM. PRODUCTION AND INJECTION 1983-2022 725.6 Billion Lbs Steam
479.0 Billion Lbs Water
2. TOTAL WATER IS CONDENSATE + EFFLUENT + LAKE + POND
3. FUTURE STEAM PRODUCTION 2023-2047 = 333.4 Billion Lbs
4. FUTURE WATER INJECTION 2023-2047 = 369.4 Billion Lbs



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: May 25, 2023

SUBJECT: NCPA 2023 Wildfire Mitigation Plan Revisions; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 23-XX for the NCPA 2023 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluators recommendations and Wildfire Safety Advisory Board (WSAB) 2022 recommendations.

BACKGROUND:

Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation, Code 8387 requires electric utilities to assess the risk of catastrophic wildfire posed by a utility's overhead electrical lines and equipment. In response to this requirement, NCPA created its Wildfire Mitigation Plan, to reduce the risk of NCPA facilities igniting wildfire, including identifying preventative maintenance procedures and practices. The NCPA Wildfire Mitigation Plan was approved in the December 5, 2019 Commission Meeting. Annual independent evaluations of the Wildfire Mitigation Plan were conducted in 2020, 2021 and 2022, with minor revisions to the plan. Each revision has been approved in annual Commission Meetings.

NCPA contracted with Dudek, a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure, to complete the statutorily required three-year revision and assess the comprehensiveness of the Wildfire Mitigation Plan. The independent evaluator issued a report (attached as an appendix to the Wildfire Mitigation Plan) stating that NCPA's Wildfire Mitigation Plan appropriately addressed all elements required under CPUC Section 8387 (b) (2) and WSAB 2022 recommendations. The independent evaluation and report were completed April 27, 2023.

NCPA is now seeking Commission approval of the NCPA 2023 Wildfire Mitigation Plan, to include the recommended revisions provided by the qualified independent evaluator, revise the Wildfire Mitigation Plan from Version 1.3 to 2.0 to reflect the three year required update, and post the Wildfire Mitigation Plan 2.0 to NCPA Website.

FISCAL IMPACT:

Any expenses associated with the preventative maintenance procedures and practices included in the plan are already covered in previously approved Plant budgets. The plan also includes investigation of potential risk reduction measures that, if implemented, may require additional budget dollars. Those amounts are not known or established at this time.

ENVIRONMENTAL ANALYSIS:

Work associated with this Project is categorically exempt under Class 1, 3, 4, and 11 Exemptions under CEQA guidelines 15301(b), 15303, 15304, and 15311 and is therefore categorically exempt from CEQA. Class 1 is the "existing facilities" exemption, which includes the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. Class 3 is installation of small new equipment and facilities in small structures; Class 4 is minor alterations in the condition of the land; and, Class 11 is construction or placement of minor structures accessory to existing facilities. All necessary Federal, State and County notifications will be made before commencing the work.

A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, for this class of work and was filed in Lake and Sonoma Counties, and in Alpine, Calaveras, San Joaquin, and Tuolumne Counties.

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On May 3, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-XX
- Northern California Power Agency Wildfire Mitigation Plan 2.0

RESOLUTION 23-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE NCPA 2023 WILDFIRE MITIGATION PLAN ASSESSMENT REPORT AND REVISIONS

(reference Staff Report #XXX:23)

WHEREAS, Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation Code 8387 requires electric utilities to assess the risk of catastrophic wildfire posed by a utility's overhead electrical lines and equipment; and

WHEREAS, NCPA's Wildfire Mitigation Plan was approved by the NCPA Commission at its December 5, 2019 meeting (SR: 233:19; Reso: 19-100); and

WHEREAS, as required in Section 8 of the Wildfire Mitigation Plan, NCPA hired an outside consultant to review and assess the comprehensiveness of this Wildfire Mitigation Plan, including recommended updates to the plan; and

WHEREAS, work associated with this Project is categorically exempt under Class 1, 3, 4, and 11 Exemptions under CEQA guidelines 15301(b), 15303, 15304, and 15311 and is therefore categorically exempt from CEQA. Class 1 is the "existing facilities" exemption, which includes the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. Class 3 is installation of small new equipment and facilities in small structures; Class 4 is minor alterations in the condition of the land; and, Class 11 is construction or placement of minor structures accessory to existing facilities. All necessary Federal, State and County notifications will be made before commencing the work. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, for this class of work and was filed in Lake and Sonoma Counties, and in Alpine, Calaveras, San Joaquin, and Tuolumne Counties; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the NCPA 2023 Wildfire Mitigation Plan with updated revisions based on the qualified independent evaluators recommendations and WSAB 2022 recommendations.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

TRISHA ZIMMER
ASSISTANT SECRETARY

NORTHERN CALIFORNIA POWER AGENCY WILDFIRE MITIGATION PLAN 2023

VERSION 2.0

VERSION HISTORY

Version 2.0 - NCPA Commission approved on May 25, 2023 per Resolution 23-xxx. This WMP includes the Qualified Independent Evaluators (IE) report in Appendix 5.

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DRAFT

EXECUTIVE SUMMARY

Northern California Power Agency (NCPA) has prepared the following Wildfire Mitigation Plan (WMP) in accordance with California Public Utilities Commission (CPUC) regulation 8387 (SB 901). NCPA is a Joint Powers Agency, which owns and operates several electrical generation facilities to support its members' generation needs.

The objective of this WMP is to reduce the risk of wildfires that could be ignited or propagated by NCPA electrical equipment or facilities in high fire threat locations. The plan describes the range of activities that NCPA is taking to mitigate the threat of power line-ignited wildfires, including its current programs, policies, and procedures as well as future plans to decrease risk and improve resiliency. The plan has prioritized the prevention of elements that create a wildfire event: 1) fuel, or geographic conditions represented by the California Department of Forestry and Fire Protection (CAL FIRE) and the CPUC risk maps, and 2) ignition, represented by facilities subject to creating a fire. The facility types of highest interest are open wire power lines (transmission and distribution) that are near heavy vegetation or forest.

NCPA has no retail customers. As such, this report focuses exclusively on NCPA electrical facilities with minimal discussion regarding customer communication typical of other utility WMPs.

1. OVERVIEW

1.A. POLICY STATEMENT

The Northern California Power Agency (NCPA), a California Joint Action Agency, has an overarching goal to provide safe, reliable, and economic electric service to its public power members and associate members. To meet this goal, NCPA constructs, maintains, and operates its equipment in a manner that minimizes the risk of wildfire ignition and propagation caused by NCPA-owned and -operated electric utility equipment (generation, generation tie-lines, and distribution).

1.B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

The objective of this Wildfire Mitigation Plan (WMP) is to reduce the risk of wildfires that could be ignited or propagated by NCPA electrical equipment or facilities in high fire threat locations.

NCPA is a Joint Powers Agency, which owns and operates electrical generation facilities. The scope of this plan applies to the Geothermal Facility and the Hydro Facility that are located in two different Geographical areas. These two facilities contain electrical equipment in high fire threat locations. The Geothermal Plant is located around the Geyser territory in Lake County and the Hydro Electric Facility is located in the North Fork Stanislaus River watershed.

The plan describes the range of activities that NCPA is taking to mitigate the threat of power line-ignited wildfires, including its current programs, policies, and procedures as well as future plans to decrease risk and improve resiliency. This plan is subject to direct supervision by the NCPA Commission and is implemented by the NCPA General Manager. This plan complies with the requirements of Public Utilities Code section 8387 (originally SB-901) for publicly owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and to review and update it annually thereafter.

Historically, NCPA has continuously improved its practices to minimize wildfire risks. This includes:

- A transmission line vegetation management program that is compliant with North American Electric Reliability Corporation Standard FAC-003 and CAL FIRE regulations
- Compliance with CAL FIRE and California Public Utilities Commission regulations and guidance for overhead distribution and transmission lines
- CAL FIRE emergency response plans
- Power management/dispatch response procedures
- Periodic equipment inspections and safe work practices
- Workforce training

This WMP is in response to the requirements of California Senate Bill 901 (SB-901). It supersedes a prior plan drafted and approved prior to SB-901, specifically pursuant to Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation (effective January 1, 2017).

In November of 2022, NCPA initiated the development of this current WMP (Version 2.0). NCPA hired Dudek to evaluate NCPA's electrical facilities, processes, and documentation based on

the design, configuration, operations, maintenance, and condition of NCPA facilities in relation to their potential to initiate a wildfire event. The evaluation included consideration of NCPA system descriptions, record design/construction documents, typical facilities layouts, basic fire protection system features, data sheets, inspection practices and procedures, baseline vegetation conditions, potential climate change effects, vegetation management practices, fire threat and hazard maps, and other documentation.

In 2020, per Section 8 of this WMP, NCPA hired an outside consultant, Dudek, to review, assess the comprehensiveness, and provide recommendations to this plan. Subsequently, NCPA elected to modify its Draft WMP that incorporated Dudek's recommended modifications. The Revised WMP (version 1.1) was provided to Dudek on April 29, 2020. Dudek reviewed the Revised WMP and determined that it appropriately addressed all elements required under CPUC Section 8387(b)(2). In 2020, this WMP was presented at the NCPA commission meeting, a public meeting, and is posted on NCPA's public website domain. A similar process was followed with Dudek and NCPA's Commission in May of 2021 and 2022 for Versions 1.2 and 1.3.

1.B.1. COORDINATION WITH LOCAL AGENCIES

NCPA's local coordination efforts related to wildfire mitigation include regular meetings for its Emergency Action Plan process. For example, the NCPA Hydroelectric facility hosts an annual face-to-face meeting with local emergency management agencies including: the U.S. Forest Service; CAL FIRE; sheriff departments for Calaveras, Tuolumne, and Alpine Counties; California Highway Patrol; California Department of Parks and Recreation (Calaveras Big Trees State Park); and others. In addition, a separate annual meeting is held with the U.S. Forest Service, since many NCPA Hydroelectric facilities are located on U.S. Forest Service lands. Wildfire mitigation is one of the agenda items that is always explicitly discussed.

The NCPA Hydroelectric and Geothermal facilities also coordinate vegetation management activities with CAL FIRE and routinely utilize CAL FIRE (in cooperation with California Department of Corrections Conservation Fire Camp labor) for vegetation management and wildfire mitigation around the facilities. Additionally, NCPA Geothermal facility staff meet annually with Pacific Gas and Electric (PG&E), Calpine (operator of other geothermal facilities at the Geysers), CAL FIRE, the Bureau of Land Management, and Lake County Sanitation District.

Board (WSAB) developed template for review of POU WMPs

Utility Name:	Northern California Power Agency
Size:	<1.5 square miles (39 miles x 200 feet ground clearance)
Assets:	Yes - Generation, Yes - Transmission (Only a generator tie line), Yes - Distribution (Only for NCPA Utilities')
Number of Customers:	Zero Customers. Wholesale provider to PGE Electrical Grid.
Customer Classes:	Zero Customers. Wholesale provider to PGE Electrical Grid.

Location Topography:	No - Urban, Yes - Wildland Urban Interface, Yes - Rural/Forest, No - Rural/Desert, No - Rural/Agricultural
Percent Territory in CPUC High Fire Threat Maps:	Yes - Includes Maps, 46% in Tier 2, 26% in Tier 3
CAL Fire Frap Map Fire Threat Zones:	Yes - Includes Maps, 28.5% Extreme, 11% Very High, 10% in High
Existing Grid Hardening Measures	Yes - Describes hardened & non-hardened infrastructure
Utility Fire Threat Risk Level:	No - Hi, No - Low, Yes - Mixed
Impact by another utility's PSPS?	Yes - Impacted by PGE PSPS
Mitigates impact of another utility's PSPS?	No - NCPA is a wholesaler of power feeding into PGE electrical grid.
Expects to initiate its own PSPS?	No - NCPA is a wholesaler of power feeding into PGE electrical grid.
Prevailing wind directions and speeds by season?	No - In Maps, Yes - Includes description in Section 4.A.

1.C. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN

This WMP includes the following elements:

- Objectives of the plan
- Roles and responsibilities for carrying out the plan
- Identification of key wildfire risks and risk drivers
- Description of wildfire prevention, mitigation, and response strategies and programs
- Metrics for evaluating the performance of the plan and identifying areas for improvement
- Review and validation of the plan
- Timelines

2. GOALS

2.A. MINIMIZING SOURCES OF IGNITION

The primary goal of this WMP is to minimize the probability that NCPA's transmission and distribution system may be the origin or contributing source for the ignition of a fire. NCPA's priorities include facility improvement projects (i.e. see section 5A) as well as continued and improved inspection, maintenance, and vegetation management practices. NCPA has evaluated and will continue to evaluate and implement prudent and cost-effective improvements (i.e. see section 5A) to its physical assets, operations, and training that can help to meet this objective.

2.B. RESILIENCY OF THE ELECTRIC GRID

The secondary goal of this WMP is to improve the resiliency of the electric grid. As part of the development of this plan, NCPA has assessed and will continue to assess new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration (duration) of service. For example, section 5.A includes a 230kv Insulation improvement project that increased the electrical transmission resiliency for the NCPA Hydro Electric Facility.

2.C. IDENTIFYING UNNECESSARY OR INEFFECTIVE ACTIONS

The final goal for this WMP is to measure the effectiveness of specific wildfire mitigation strategies. Where a particular action, program component, or protocol is determined to be unnecessary or ineffective, NCPA will assess whether a modification or replacement is merited. This plan will also help determine if more cost-effective measures would produce the same or improved results.

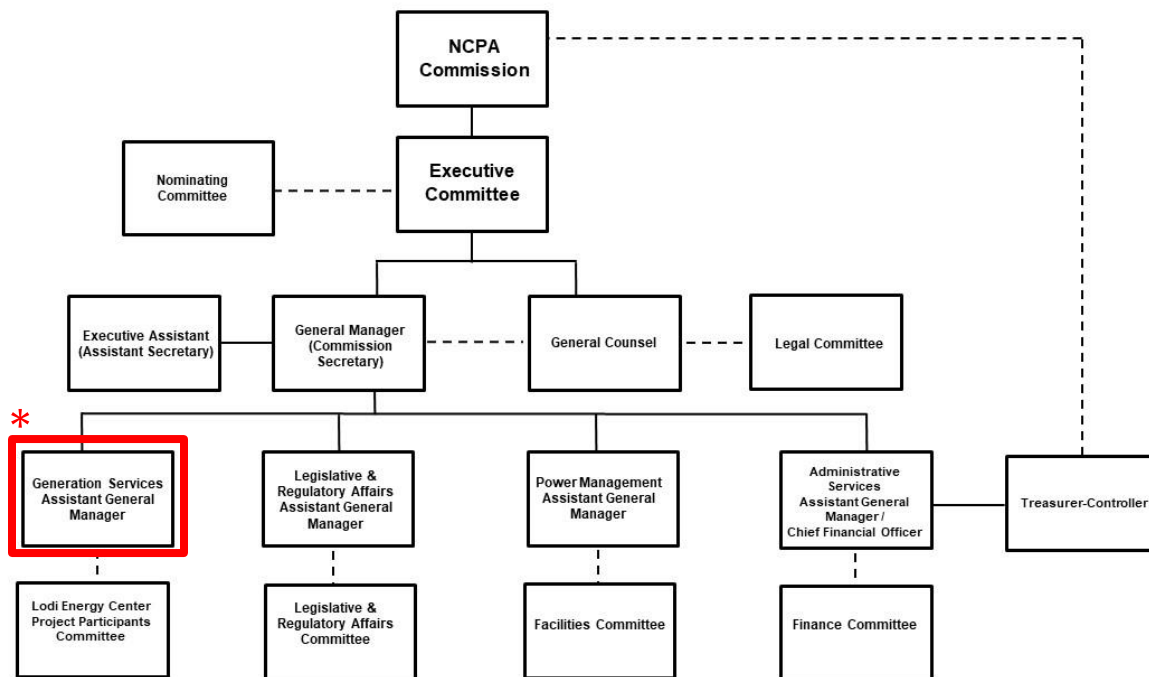
NCPA's current and planned wildfire risk mitigation activities will be formally reviewed annually according to this WMP regarding the effectiveness of ongoing practices, investigation of new technologies, and changing climate and ground conditions to continually prioritize the highest value activities for fire risk mitigation. These actions align with NCPA's Strategic Priorities of "Prepare" and "Value": *"Develop and maintain diverse generation resource portfolio in accordance with or exceeding renewable portfolio standard and capacity obligations"* and *"Develop and enhance strategies to control costs and minimize risks while optimizing the value of assets"*. These Priorities indicate the Agency's commitment to addressing the ongoing shift in service conditions for generation assets brought about by changing climate conditions, as embodied in California's Renewable Portfolio Standard, and to addressing the additional risks to energy deliverability brought about by increasing drought and aging transmission and distribution infrastructure.

3. ROLES AND RESPONSIBILITIES

3.A. UTILITY GOVERNANCE STRUCTURE

NCPA is governed by a Commission that maintains several committees, including an Executive Committee, a Nominating Committee, a Legal Committee, a Legislative & Regulatory Affairs Committee, a Facilities Committee, and a Finance Committee. The Executive Committee includes a Chair, Vice Chair, and seven at-large representatives.

Among its approximately 160 employees, NCPA has an internal management team, including a General Manager; an Assistant General Manager for Legislative & Regulatory Affairs; an Assistant General Manager for Power Management; an Assistant General Manager for Generation Services; an Assistant General Manager for Finance & Administrative Services; a General Counsel; and an Executive Assistant & Assistant Secretary to the Commission.



*The red box above indicates the responsible department of the North Fork Stanislaus Hydroelectric Project (Hydro) and Geyser's Geothermal (Geo) Projects. NCPA Plant managers are responsible for executing the WMP and serve under the Generation Services Assistant General Manager.

3.B. WILDFIRE PREVENTION ORGANIZATIONAL RESPONSIBILITIES

NCPA is governed by a Commission comprised of one representative for each of its public power utility members. The Commission is responsible for the general management of the affairs, property, and business of the Agency. Under the direction of the General Manager, the staff of the Agency is responsible for providing various administrative, operating and planning services for the Agency. This establishes all funding and is applied to all wildfire funding mechanisms in this plan (i.e., 3.B., 3.C., 5.A., 5.F, 5.G, 5.H).

NCPA's organizational responsibilities with respect to wildfire mitigation correspond to its two main facility locations that reside in high fire threat areas: The North Fork Stanislaus Hydroelectric Project (Hydro) and Geyser's Geothermal (Geo) Projects. Hydro and Geothermal plant managers have responsibility for operations at each respective generating facility. The plant supervisors at each location are responsible for the workforce training and execution of all policies and procedures related to fire risks, equipment design, maintenance, inspection, vegetation management, and operations for all activities at their facilities.

Revisions to the NCPA Wildfire Mitigation Plan are presented to the NCPA Facilities Committee for review and comment, before being routed for final approval to the NCPA Commission. The NCPA Wildfire Mitigation Plan is available for public review on the NCPA website (Policy → Reports → Wildfire Mitigation Plan). Archived versions of NCPA's Wildfire Mitigation Plan are also available in this location.

The NCPA Dispatch Center in Roseville, under the direction of the Assistant General Manager for Power Management, has jurisdictional and operational responsibilities for the generator tie lines, including procedures for Operating Instructions and Emergency Assistance (NCPA-PM-108) and Emergency Operating Guidelines for the Collierville-Bellota 230 kV Lines (NCPA-PM-201).

Under the direction of the Assistant General Manager for Generation Services, the plant managers are responsible for implementation and execution of the WMP with respect to their facilities (see notes in Section 3A, Governance Structure Diagram). In coordination with the NCPA Dispatch Center, the plant managers coordinate activities with internal and external entities necessary to operate and react to wildfire activity.

Additionally, all NCPA employees are responsible for:

- Performing good housekeeping practices
- Maintaining their work areas free of potentially flammable materials
- Participating in fire prevention and suppression training as required

3.C. WILDFIRE RESPONSE, COMMUNICATION, AND RECOVERY

The objective of crisis management is to provide direction for rapid performance of hazard assessment, prioritization, notification, and applicable actions. NCPA has evaluated potential hazards in the work environment and surrounding areas and has worked with local authorities to develop emergency response plans for each facility that address mitigation of hazards and

effective response. The goals are to protect personnel, the public, the environment, and the assets of NCPA.

NCPA utilizes a number of resources to communicate emergency or hazardous conditions to personnel (including non-NCPA personnel) at geothermal plants, powerhouses, and associated facilities and locations. These resources include two-way radio communications equipment, cell phones, satellite phones, telephone landlines, email, and the Internet.

The agency maintains separate emergency response plans, due to different geographic locations, for Geothermal and Hydro generation projects. The plans provide guidance and emergency resources for: fire events, unplanned, sudden or non-sudden hazardous materials/waste releases, air emissions exceedances, natural or manmade disasters (earthquakes, floods, bomb threats, or suspected terrorist or sabotage events, etc.), or emergency hazards.

Any accident or incident requiring emergency response and support from external agencies shall be reported to the appropriate NCPA plant supervisor. The type and severity of the event(s) shall determine the appropriate response and course of action.

The NCPA Dispatch Center is the main point of contact for PG&E on any public safety power shutoff (PSPS) notification affecting any of NCPA's or members' generation and member loads. NCPA does not have a defined service territory however the NCPA Dispatch Center's responsibility is to pass along relevant PG&E PSPS notification to affected members based on phone messages or emails received from PG&E through its Everbridge mass notification system. The NCPA Dispatch Center will also follow up on the Everbridge PSPS notifications with information on any planned power shutoff events based on PG&E's PSPS websites or direct PG&E communication where current and real-time information is available.

NCPA provides wholesale power to City's and utilities, typically known as NCPA members, only via the utility grid. Since NCPA does not have retail customers, no customer notification protocols are in place.

3.D. COORDINATION WITH WATER UTILITIES/DEPARTMENT

The power from the NCPA generation facilities is delivered to the California Independent System Operator (CAISO) grid. Unlike a typical public utility, NCPA does not have a defined service territory nor does NCPA deliver or provide power directly to any water utilities. However, the NCPA Hydroelectric Project does transport and deliver water owned by two (2) water utilities through infrastructure (dams and tunnels) operated by NCPA. One of those entities, the Calaveras County Water District (CCWD) owns the hydro facilities that NCPA operates to deliver this water. The Utica Water and Power Authority (UWPA) also receives some of their water through the same facilities. It is important to note that neither curtailment of NCPA generation facilities nor de-energization of the NCPA powerlines has any impact on the abilities of CCWD or UWPA to obtain water. NCPA routinely communicates and coordinates with CCWD and UWPA, and both entities are included on communication flow charts for the relevant emergency plans, such as the Emergency Response Plans.

3.E. COORDINATION WITH COMMUNICATION INFRASTRUCTURE PROVIDERS

NCPA does not provide power directly to any communication infrastructure providers and therefore does not routinely coordinate or communicate with communication infrastructure providers related to wildfire mitigation or power outages.

3.F. MUTUAL AID AGREEMENTS

NCPA members are uniquely and ideally qualified to assist with the emergency replacement of poles and wires that are necessary to return electric distribution and communication facilities to normal operating condition. However, mutual aid agreements have also long been utilized by publicly owned utilities during times of need. These agreements are usually formed and exercised among neighboring utilities as proximity allows for quick response and less travel expenses. Additionally, mutual aid agreements that have a broader geographical reach, allowing for the provision of aid from utilities across the state or nation, can provide better protection from large regional events that may result in neighboring utilities having to respond to the same emergency events. NCPA is a member of the California Utilities Emergency Association, which plays a key role in ensuring communications between utilities during emergencies and maintains a mutual aid agreement for its members. As a member of the American Public Power Association (APPA), NCPA and its members can also authorize APPA mutual aid agreements.

4. WILDFIRE RISKS AND DRIVERS

NCPA electrical infrastructure consists of the following facilities that are in Moderate to Very High CAL FIRE Hazard Severity Zones (2009) and/or Tier 2/3 CPUC Fire Threat Zones (2018). See Appendix 1.

NCPA Project	NCPA Facility	Cal Fire Hazard Severity Zone (2009)			CPUC Fire Threat Zone (2018)	
		Moderate	High	Very High	Tier 2	Tier 3
North Fork Stanislaus Hydroelectric Project (Hydro)	Collierville Powerhouse 11523 Camp 9 Rd., Murphys, CA 38.144944, -120.380022	-	-	X	X	-
	New Spicer Meadows Powerhouse 38.393735, -119.999489	-	-	X	-	-
	McKay's Point Diversion Dam 38°14'3.70"N, 120°17'31.70"W	-	-	X	-	X
	McKay's 17kV Service Line	-	-	600 ft.	-	600 ft.
	Beaver Creek 38°14'02.94" N 120°16'43.50" W	-	-	X	-	X
	Collierville-Bellota 230kV Gen-Tie Line	10 miles	11 miles	15 miles	25 miles	-
Geysers Geothermal (Geo)	Plant 1, Middletown, CA 38.751915, -122.719932	-	-	X	-	X
	Plant 2, Middletown, CA 38.748348, -122.710913	-	-	X	-	X
	230 kV Gen-Tie Line	-	-	2.5 miles	-	2.5 miles
	Effluent Pump System and 21 kV Service Line	-	-	3 miles	-	3 miles
	Steam Field and Delivery (includes 480vac power)	-	-	8 miles	-	8 miles

NCPA is also a 6.13% co-tenant of the Castle Rock Junction-Lakeville 230 kV Transmission Line in the Geysers area. This line is located in a Tier 3 CPUC Fire Threat Zone and is operated and maintained by PG&E; it is included within the scope of the PG&E Wildfire Mitigation Plan.

There are no new wildfire risks associated with design and construction of new assets. NCPA is currently Operating and Maintaining original generating facilities. No new construction is planned in the immediate future.

Note that NCPA does not have "Enterprise-wide" Safety Risks (as addressed under section 4.B of the CMUA template) as the Agency does not possess general responsibility over assets and geography except for locations tied to our specific generation assets, as outlined above.

4.A. RISKS ASSOCIATED WITH TOPOGRAPHIC AND CLIMATOLOGICAL FACTORS

Multiple wildfire risk drivers have been identified from recent wildfires. These include drought conditions, vegetation type and density, weather conditions (high winds and climate change), and local topographic features (terrain). Vegetation and climate conditions are discussed in section 5.

Primary risk drivers are weather and climate. Weather and climate include extended drought periods, changing weather patterns, and high winds. These weather and climate factors affect vegetation conditions, including vegetation health, type and density. Stressed vegetation is prone to disease, insect infestations, and increased mortality rates. Conversely, high levels of snow and rainfall also affect wildfire risk due to the potential for excessive vegetation growth and landslides which could affect target trees or infrastructure.

Physical conditions, such as terrain and high winds, affect fire risks. These factors influence fire movement and direction, and control migration rates. Generally, fires move upslope without strong winds, while high winds (i.e. Diablo winds) rapidly drive fires primarily in the same direction as the wind. Topographic features, such as steep canyons, create localized conditions that affect fire movement and rate of speed.

Several of the risk drivers are interrelated:

- **Extended drought:** Extended drought periods result in multiple stress factors for vegetation: dry trees and brush, higher susceptibility to disease and insects, easier ignition, faster burn rate, etc.
- **Excessive precipitation:** Excessive precipitation can affect vegetation density and susceptibility of trees to toppling in high winds.
- **Vegetation type:** Fire risk is partially dependent upon vegetation type. Some vegetation burns quickly (e.g. dry grass), while other types burn hotter (e.g. hardwood trees such as oak). Each vegetation type presents its own unique challenges for vegetation management and control.
- **Vegetation density:** Vegetation density directly affects wildfire hazards. Dense vegetation generally represents the highest hazard level, while sparse vegetation density is substantially lower risk. Vegetation density is often associated with weather conditions, local micro-climates, precipitation amount and vegetation type.
- **Weather:** Weather conditions include precipitation, humidity, storms, and winds. Each factor affects wildfire risks. Lightning strikes associated with thunderstorms or dry lightning are a natural cause of wildfires.
- **High winds:** High winds drive wildfires. They also down trees (a risk that rises with both drought and excessive rainfall) and sometimes down power lines. In turn, downed power lines are potential ignition sources and the documented cause of some major wildfires in California.
- **Prevailing Winds:** NCPA monitors prevailing winds directions and speeds, differentiated by season, along with average weather conditions by season using NCPA real-time observations noting disturbing local weather. Live data is used with the fire maps

located in Appendix 1. PG&E's Weather Awareness website is a resource for real-time conditions: https://www.pge.com/en_US/safety/emergency-preparedness/natural-disaster/wildfires/psps-weather-map.page?WT.mc_id=Vanity_weather. This information is used in communication and aids to analyze wildfire situations. In addition, prevailing wind patterns and their effect on transmission conductors due to cyclic loading are taken into account during annual Transmission asset inspections conducted in accordance with NCPA's NERC FAC-003 compliance procedure GM-305.

- **Terrain:** Topographic features and terrain affect wildfire migration and area-specific risks. Fires generally burn uphill, especially within steep canyons typical of NCPA's Geothermal site. Wind-driven upslope and up-canyon fires spread rapidly and represent increased fire hazards.
- **Changing weather patterns (climate change):** Climate change alters vegetation habitat, causing species migration. It may result in increased or decreased precipitation, precipitation type changes (e.g. more rain than snow), higher maximum temperatures, extended heatwaves, more frequent drought. In turn, these changes may cause increased tree mortality, increased stressed vegetation, greater susceptibility to disease or insect infestation.
- **Communities at risk:** Communities located in high-hazard zones are most at risk of wildfires. Communities at Risk are designated places and are unchanging. The risk level around these communities may change from year to year based on overall weather conditions, as well as during the year, changing from the wet season through the dry summer and fall.
- **Fire Frequency:** Over history, the frequency of wildfires affects wildfire risks. Vegetation changes are directly associated with wildfires. In addition to consuming existing vegetation, the new landscape is open to different vegetation types, both native and invasive. With native vegetation, a natural cycle occurs with different species dominating the environment and evolving over an extended timeframe. Since different vegetation types represent varied fire hazards, the risk level also evolves over time in conjunction with vegetation changes.

Wildfires have occurred in the general region of NCPA's hydro and geothermal facilities, however NCPA facilities have not been associated with any ignition source. The 2017 Tubbs and 2019 Kincade Fires affected areas nearby, and immediately adjacent to the geothermal facilities. The 2015 Valley Fire destroyed much of the 21kV Service Line for the Effluent Pump System. Risks specific to NCPA's generation facilities are tied to both residual fuel load (snags) from previous fires and potential soil instability caused by previous damage to area vegetation. These hazards are addressed by enhanced inspection techniques described in Section 5.F

4.B. RISKS RELATED TO DESIGN, OPERATION, AND MAINTENANCE

Risks and risk drivers related to design, construction, operation and maintenance that could create fire ignition sources are listed below. The methodology for identifying, monitoring, analyzing, planning, evaluating safety-wide risks are defined in NCPA's Preventative Strategies and Programs in Section 5.A. These risks include:

- **Equipment/structure/facilities:** Inherent risk of facilities, primarily open wire transmission and distribution ignition events. This risk is also elevated by adjacent facilities (CALPINE, PG&E) that could act as sources of ignition.
- **Object to wire or equipment contact:** Trees, birds, balloons, downed conductors, lightning strikes, or high wind events resulting in contact of equipment
- **Wire to wire contact:** Wires touching one another, and dropping molten metal to the ground
- **Vehicle operations:** Maintenance, inspection or vegetation clearing crew vehicles causing fires (i.e. catalytic converters contacting dry brush)
- **Vegetation clearing:** Chain saws and other mechanized equipment use
- **Hot Work:** Welding or other activity that could cause ignition in the area of work

4.C. CHANGES TO CPUC FIRE THREAT MAP

A key concern for NCPA is the historical risk of wildfires in the vicinity of the agency's facilities, particularly within potential fire hazard zones. Both CAL FIRE and the CPUC have developed maps to identify potential fire hazard zones, published in 2007 and 2018, respectively. NCPA has reviewed current CAL FIRE hazard severity zone and CPUC fire-threat maps with respect to agency facilities, as shown in Appendix 1. These maps have not been adjusted since the noted publication dates nor have any local agencies imposed any expansions to the maps. There has been no new information, or identified changes to the environment, to warrant an expansion of the high-fire threat district.

CPUC Fire Threat Maps are static, based on data available at the time they were created. As noted below, wildfire risks evolve over time in response to the risk drivers listed above. In section 5, annual tree mortality data illustrates a migration of tree mortality, with the risk area expanding from year to year. NCPA will review available data and adjust fire threat hazard zones when applicable to NCPA facilities.

4.C.1. MAP COMPARISONS AND UPDATES

Currently published wildfire hazard maps from CAL FIRE and the CPUC show different boundaries for the risk areas delineated. They also use different terminology for hazard zones. Several factors could account for these boundary differences between agency maps: publication dates, study methodology, vegetation changes over time, recent wildfires, and potential climate change effects. The zones delineated by the CAL FIRE and CPUC maps are discussed below.

CAL FIRE CALIFORNIA FIRE HAZARD SEVERITY ZONE MAP

CAL FIRE generated and published Fire Hazard Severity Zone Maps for the entire state of California in 2007, including separate maps for each county. These maps delineate three hazard zone levels: moderate, high, and very high. The figures in Appendix 1 illustrate these fire hazard severity zones. There has been no new information or changes to the environment identified to warrant an expansion of the high-fire threat district.

CPUC FIRE-THREAT MAPS

The CPUC has developed and published Fire-Threat Maps. These 2018 maps include Tier 2 (elevated fire risk) and Tier 3 (extreme fire risk) zones. Additionally, the CPUC uses a Tier 1 (zero to moderate fire risk) category, which includes a High Hazard Zone (HHZ) designation based on a 2018 U.S. Forest Service-CAL FIRE joint map of tree mortality HHZs. This Tier 1 information addresses the hazard areas with large expanses of dead trees and associated fire risks.

4.C.2. FIRE ZONE REVIEW PROCESS

The existing fire zone review process, set forth by regulatory agencies such as CAL FIRE and CPUC, is an important tool for reducing wildfire risks and hazards. Preparing and executing adequate vegetation management plans is a critical component of this process. The current fire zone process incorporates lessons learned from past major wildfire events, with each new occurrence adding knowledge and forming the basis for improving the process.

Since differences exist between currently published CAL FIRE and CPUC wildfire hazard zone maps, NCPA uses the most conservative approach to vegetation management and asset protection, assuming the highest risk factor from the combined datasets.

5. WILDFIRE PREVENTATIVE STRATEGIES

5.A. PREVENTATIVE STRATEGIES AND PROGRAMS

NCPA's strategies to reduce wildfire risk include continuous evaluation and improvement of its programs and procedures: including NCPA's (1) facility maintenance program, (2) emergency operating procedures, (3) vegetation management programs, and (4) asset documentation programs. These programs include all details such as goals, objective or percentage, monitor ongoing work, accomplishments, internal and external audits, and detailed reports. There are no constraints such as budgets, availability of equipment, knowledge to effectively deploy, or qualified personnel to install and monitor effectively.

(1) Facility Maintenance Program: NCPA has a robust preventive maintenance program to maintain the safe and reliable operation of its transmission and distribution lines. Given the growing risk of wildfires, opportunities for improvement have been identified and will be explored as part of each facility's improvement plan. Additionally, NCPA utilizes risk factors as identified in Section 4.B. during improvement plan evaluations. Improvements, such as listed below, may be implemented based on workable solutions and relative priorities:

- **The Collierville-Bellota (CB) 230 kV Gen-Tie Line:** In 2020 NCPA made improvements on its longest transmission line. More than half of the line is within a Tier 2 fire threat zone. NCPA prioritized the safe and reliable operation of the line. The line is over 30 years old, and a thorough review of the line and its attendant facilities was recently undertaken. A list of improvements included upgrading insulators, hardware, and conductor damping. These major improvements were completed in 2020. This project was considered a major capital improvement and prioritized for wildfire prevention. Avian deterrents and anti-nesting cones were also added in 2020.
- **McKay's Point 17 kV Overhead Line:** This three-span distribution line is in a Tier 3 fire threat zone. This short line is maintained and is monitored consistently. Due to its location and danger tree threat NCPA is seeking a contractor and appropriate hardening improvements. Original improvements were targeted in 2021 but due to contractor issues NCPA is now estimating a 2023 execution.
- **Geothermal 230 kV Gen-Tie Transmission Line:** This nine-span line connects with PG&E's 230 kV system. The line is characterized by long dead-ended spans and thick vegetation, which has been cleared to a 300-foot width across the right of way following CAL FIRE recommendations. The line is consistently inspected and maintained.
- **PG&E/NCPA/Santa Clara/Department of Water Resources Cotenancy 230 kV line:** This co-owned line is operated and maintained by PG&E on behalf of the co-owners, and extends connection of the NCPA and adjacent CALPINE geothermal plant sites to PG&E substations located at Fulton and Lakeville substations. Annual maintenance practices on this line have been enhanced by implementing extended visual inspection techniques. These enhanced inspection techniques are acting to significantly reduce ignition hazards from potential line or connector failures. These practices are now subject to an annual coordination meeting between PG&E and NCPA on behalf of the other co-tenants.

- **Geothermal Effluent Pump System 21 kV Line:** This 6-mile distribution line is in a Tier 3 fire threat zone. This line was largely rebuilt following damage caused by the 2017 Valley Fire. The wood pole line has construction framing typical to distribution construction. In addition to typical maintenance and monitoring of the pole line and down guy structural and foundational health, NCPA works with Cal Fire and Calpine to coordinate vegetation removal and clearance work, in excess of the requirements for rural distribution circuits. This activity includes clearing of fire breaks along routes within the NCPA steam fields as shown in Appendix 5, resulting in reduced risk of fire spread.

(2) Emergency Operating Procedures: NCPA uses emergency operating procedures to safely react to wildfire fire events and help guide employees. In addition to annual evaluation of procedure training effectiveness, NCPA improves its operational awareness and ability to respond to fire events by ensuring that Hydro and Geothermal plant personnel performing work adjacent to NCPA line facilities are able to continuously communicate with plant operations personnel for coordination of emergency response to wildfires.

(3) Vegetation Management Program: NCPA has developed and implemented a Transmission Vegetation Management Program (TVMP) to establish the vegetation maintenance requirements for each facility to achieve reliability of its generation interconnection system. The NCPA document, Generation Services Common Procedure GS-305: Transmission Vegetation Management Program, defines NCPA procedures for vegetation management. The full description of this program is described in Section 5.E.

(4) Asset documentation: NCPA has current facility documentation including geographically referenced facility locations (appendix 1) and current facility drawings, materials lists, and design criteria. This documentation has been coordinated with adjacent asset owners (PG&E and Calpine) to ensure completeness of maintenance actions and track design features (lightning arrestors) that minimize risks of the lines causing an ignition.

NCPA directly participated in the development of the CPUC's Fire-Threat Map,¹ which designates a High Fire-Threat District. In the map development process, NCPA served as a territory lead, and worked with utility staff and local fire and government officials to identify the areas of NCPA's service territory that are at an elevated or extreme risk of power line-ignited wildfire. NCPA has incorporated the High Fire-Threat District into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

A key concern for NCPA is the historical risk of wildfires in the vicinity of the agency's facilities, particularly within potential fire hazard zones. Both CAL FIRE and the CPUC have developed maps to identify potential fire hazard zones, published in 2007 and 2018, respectively. NCPA has reviewed current CAL FIRE hazard severity zone and CPUC fire-threat maps with respect to agency facilities, as shown in Appendix 1.

NCPA reviewed facilities and determined the hazard zones where these facilities are located. These facilities and their locations are described in section 4.

The CPUC defines a High Fire-Threat District consisting of three areas:

¹ Adopted by CPUC Decision 17-12-024.

- Tier 1 High Hazard Zones on the U.S. Forest Service-California Department of Forestry and Fire Protection (CAL FIRE) joint map of Tree Mortality High Hazard Zones
- Tier 2 of the CPUC Fire-Threat Map where there is an elevated risk for utility-associated wildfires
- Tier 3 of the CPUC Fire-Threat Map where there is an extreme risk for utility-associated wildfires

NCPA facilities in relation to CPUC and CAL FIRE threat maps are shown in Appendix 1 of this report.

5.B. POTENTIAL CLIMATE CHANGE EFFECTS

Climate change has affected vegetation in many ways. Droughts are longer and more severe. Large storm events are more common and intense. Summers are hotter and may include more thunderstorms. These climate change factors affect vegetation and the associated wildfire risks:

- Vegetation adapts, with plant migration into different areas
- Vegetation dries out during droughts, presenting increased fire danger
- Stressed vegetation is more susceptible to insect infestations, damaging trees, or accelerating mortality
- Thunderstorms present lightning strike risks along with strong wind events

Extended periods of intense rainfall also typically increase landslide risks. In turn, landslides could damage or topple structures, limit access, or create safety hazards by damaging roads, or cause localized tree mortality by severing root systems. Note that heavy rainfall is not the only landslide trigger mechanism, but it is the one most closely associated with climate change.

5.C. POTENTIAL CLIMATE CHANGE RISK MANAGEMENT IMPACTS

Climate change has affected the risks associated with wildfires, especially in fire hazard zones. Frequent, severe and larger wildfires, and the related impacts to the POU lines, equipment and operations result in impacts to vegetation and increased wildfire risks. Some of the specific climate change impacts that affect wildfire risks include:

- Tree and underbrush growth rates
- Vegetation type changes
- Vegetation migration from existing habitats
- Stress and disease contributing to higher tree mortality

As potential impacts shift over time, fire hazard management practices will evolve and adapt to changing risk management requirements.

5.D. TREE MORTALITY

It is estimated that over 100 million trees in California died from drought-related stress between 2012 and 2017. The extended drought period left millions of acres of forestland highly susceptible

to insect attacks. Drought stress is aggravated in forests with too many trees competing for limited water resources.

In 2015, California established the Tree Mortality Task Force (<https://frap.fire.ca.gov/frap-projects/tree-mortality/>). This task force was established to identify and map tree mortality areas with the greatest potential for causing harm to people and property. The High Hazard Zones were prioritized for tree removal.

Dead, dying, and diseased trees represent potential wildfire risks for NCPA. Trees adjacent to power line right-of-way represent a hazard due to falling branches or potential toppling. This threat increases substantially with tall snags or trees with dead tops. Dead or highly stressed trees are also an easily ignitable fuel source. They ignite quicker and generally burn faster than healthy trees. NCPA's internal Transmission Vegetation Management Program specifies tree and snag clearances.

5.E. VEGETATION MANAGEMENT

NCPA has developed and implemented a Transmission Vegetation Management Program (TVMP) to establish the vegetation maintenance requirements for each facility to achieve reliability of its generation interconnection system. The NCPA document, Generation Services Common Procedure GS-305: Transmission Vegetation Management Program, defines NCPA procedures for vegetation management. NCPA's TVMP is the plan for all types of vegetation associated with utility infrastructure, from the ground to the sky, which includes vegetation above and below electrical lines.

NCPA meets or exceeds the minimum industry standard vegetation management practices. For transmission-level facilities, NCPA complies with NERC FAC-003-4. For both transmission and distribution-level facilities, NCPA meets: (1) Public Resources Code section 4292; (2) Public Resources Code section 4293; (3) General Order 95 Rule 35; and (4) General Order 95 Appendix E Guidelines to Rule 35.

The TVMP enhances reliability by preventing outages from vegetation located within or adjacent to the power line right-of-way, by maintaining required clearances between power lines and vegetation within or adjacent to the right-of-way, by reporting vegetation-related outages of the system to WECC, and by documenting the process for an annual vegetation work plan. The program satisfies the requirements for vegetation management specified in NERC FAC-003-4, which requires a Generator Owner to have documented maintenance strategies, procedures, processes, or specifications to prevent the encroachment of vegetation into the Minimum Vegetation Clearance Distance of applicable lines as specified in requirement R3.

NCPA uses a combination of its own staff (manager, supervisor or competent designee) and the retention of qualified consultants (such as scientific experts in ecology, fire ecology, fire behavior, geology, and meteorology) with experience in line design, line construction, NERC Standards compliance, and vegetation management to develop and maintain the TVMP.

The TVMP specifies technical requirements for staff and contractors to comply with or verify compliance with Cal/OSHA standards and NCPA Electrical Safety Procedure GS-103 ensures Cal/Osha and Minimum Approach Distances (MAD).

The objectives of the TVMP are to:

- Adhere to the Power Line Fire Prevention Field Guide published by CAL FIRE in November 2008 and used by California utilities for the care and maintenance of trees, shrubs, and other woody plants when pruning vegetation near electric facilities.
- Maintain defined clearance distances between the generation interconnection facilities and all trees, brush, and other vegetation that could grow too close to electrical facilities including conductors, poles, and guy wires. Since the clearances specified in the Power Line Fire Prevention Field Guide are more stringent than the MVCD described in FAC-003-4, NCPA adheres to the CAL FIRE field guide.
- Where appropriate and necessary, develop site-specific, environmentally sensitive, cost-effective and socially responsible solutions to vegetation control near the NCPA generation interconnection facilities. Document the process in NCPA's CMMS annual Preventive Maintenance process for the annual vegetation work plan for applicable power lines and other facility infrastructure (steam lines, switchyards, firebreaks). An example of firebreaks implemented to address risk of fire spread at the NCPA Geothermal site is provided in Appendix 5 to this Plan.
- Maintain public and worker safety, maintain compliance with NERC standards and other regulatory and legal requirements, provide reliable electric service that allows for operational flexibility, and promote environmental stewardship and habitat enhancement.
- Potential improvements to its programs include increasing the frequency and scope of aerial lidar surveys on its transmission and distribution facilities, and a continued emphasis on identification and timely removal of danger and hazard trees that threaten overhead transmission and distribution lines. NCPA's asset management system allows potential improvement to be evaluated as observations and comments are made when work orders for maintenance items are executed.

5.F. INSPECTIONS

NCPA performs annual inspections of its transmission and distribution facilities in accordance with General Order 95 and General Order 165. The following additional inspections have been performed on the CB 230 kV line:

- Lidar vegetation flights
- Corona scans of insulators
- Infrared "hot-spot" inspections of conductor, conductor splices, and dead-end hardware.
- In addition to its annual ground-based inspection, NCPA may augment inspections with aerial drone and/or helicopter surveys.

These inspections are documented and issued by NCPA's computerized maintenance management system (CMMS), and records of those inspections are maintained.

Strategic improvements to the inspection program include increasing the frequency and scope of inspections, increasing the use of drone-based visual inspections, consideration of new technology, improving the inspection methodology approach, and consideration of fire threat zones in the inspection programs. NCPA's asset management system also allows these improvements to be evaluated as observations and comments are made when work orders for maintenance items are executed.

The TVMP also establishes requirements for the type and schedule of right-of-way vegetation inspections. Specific hazards addressed in the TVMP include identification of encroachment into the Clearance area (section 6.3.7), and additional inspection activities to identify deadfall and brush in the ROW that could provide fuel for wildfire spread (section 6.3.9). The TVMP also provides explicit direction to treat emergent conditions of a potential hazard as an immediate mitigation priority without any intentional delay (section 6.4.4), including addressing extent of condition.

Section 4.B. of this WMP outlines the unique risks NCPA inspects for.

5.G. FIRE PREVENTION, SAFETY, EMERGENCY RESPONSE TRAINING

NCPA has implemented work rules and complementary training programs for its workforce to help reduce the likelihood of the ignition of wildfires.

Trainings for employees to cover fire hazards and NCPA's Fire Prevention Plan consists of fire extinguisher training, fire prevention training, hazardous materials handling training, and emergency response training. These trainings are conducted by an outside vendor and/or NCPA supervisors or environmental health and safety specialists.

NCPA employees also receive training on emergency response plans when the employee is assigned initially to the job, when the plan changes, and when the employee's responsibilities or designated actions under the plans change.

Each facility manager is responsible for conducting site-specific training to ensure that the purpose and function of NCPA safety procedures are understood by employees and that knowledge and skills required for safe operation are acquired by employees. Refresher training is performed and documented on an annual basis, and retraining is conducted when:

- An annual audit reveals there are deviations from or inadequacies in the employee's knowledge of the procedure or changes in the regulations
- A new or revised control method of a system or piece of equipment

The following procedures provide additional guidance for employee training specific to the areas described in these NCPA documents:

- Generation Services Common Procedure GS-101: Lock Out Tag Out Try Procedure
- Generation Services Common Procedure GS-103: Electrical Safety Procedure
- Generation Services Common Procedure GS-107: Proper Handling of Hazardous Waste
- Generation Services Common Procedure GS-111: Hot Work Procedure
- Generation Services Common Procedure GS-115: Welding Safety Procedure

- Generation Services Common Procedure GS-126: Fire Protection and Prevention Plan
- Power Management Common Procedure PM-108: Operating Instructions and Emergency Assistance
- Power Management Common Procedure PM-201: Emergency Operating Guidelines, Collierville Power House Bellota-Collierville 230kV Lines

5.H. RECLOSING POLICY

NCPA does not own or use automatic reclosers on its 230 kV within the scope defined in Section 4 of this WMP. Relaying equipment on the 21 kV Bear Canyon line at the Geothermal site is also set to a "zero-reclose to lockout", requiring physical inspection of the line prior to restoration. This is a typical approach for utility operations in rugged and remote terrain, for both personnel and fire hazard safety reasons. In the event of a planned or emergency line trip, close coordination with NCPA generation services and dispatch as well as with PG&E's grid control center is mandatory, and lines are only re-energized after extensive line patrol visual confirmation. If the lines are tripped due to a forecasted or imminent wildfire or if a wildfire is believed to be caused by downed lines, close coordination with CAL FIRE's onsite representative and control center are required before NCPA's generation services attempts to energize the line.

5.I.DE-ENERGIZATION

In the event of active fire situations in the vicinity of the CB 230 kV transmission line, NCPA may be directed by CAL FIRE to de-energize the line's two circuits for firefighter and/or aircraft protection. The on-call Hydro Supervisor will coordinate Hydro personnel response to any wildland fires in and around the CB 230 kV transmission lines and contact on-site CAL FIRE personnel if necessary. If CAL FIRE requests de-energizing both of the 230 kV lines, the NCPA Dispatch Center will shut down both Collierville units before de-energizing these lines. NCPA is currently able to de-energize both circuits of the CB 230 kV line via SCADA and other procedures within 20 minutes.

The Collierville 480 VAC station service is designed to automatically transfer to the offsite PG&E 17 kV source. If the 17 kV source is not available, the 480 VAC standby diesel generator will start and provide station service power. The NCPA Dispatch Center will notify Generation Services Hydro staff of any issues with the 17 kV source or if the diesel generator is in operation. The NCPA Dispatch Center will notify the CAISO and work with PG&E's Grid Control Center to de-energize both 230 kV lines.

NCPA's Geothermal plant manager relies on PG&E to determine de-energization. NCPA's Hydro plant manager has the authority to preemptively shut off power due to fire-threat conditions; however, this option will only be used in extraordinary circumstances. NCPA will make a case-by-case decision to shut off power.

NCPA also maintains transmission line trip procedures to significantly reduce fire risk, including requiring patrols prior to restoring transmission lines. Requiring patrols during high fire risk scenarios is typical and recommended of California utilities.

5.J.1. IMPACTS TO PUBLIC SAFETY

NCPA has no retail customers, and de-energizing agency facilities will not directly affect retail customers, who will be notified by their specific utility providers of PSPS.

5.J.2. CUSTOMER NOTIFICATION PROTOCOLS

NCPA provides wholesale power to Cities and utilities, typically known as NCPA members, only via the utility grid. Since NCPA does not have retail customers, no customer notification protocols are in place. However, NCPA is the primary point of contact between PG&E PSPS and its member utilities. Formal procedures are currently in place, NCPA-PM-501, to notify NCPA member utilities of de-energization activities. The notifications are provided via voice communication to primary and backup points of contact within each NCPA member utility. Attachment 1 to Procedure NCPA-PM-501 is included as Attachment D to this Wildfire Mitigation Plan.

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7. RESTORATION OF SERVICE

After a de-energization event, NCPA will restore service in coordination with PG&E's restoration efforts. NCPA will follow PM-201 and Geothermal Facilities Maintenance Procedure (GEO-646) which specifically address restoration for Hydro and Geothermal facilities respectively. These procedures contain the steps that must be taken to restore such as inspecting, repairing, testing, and finally restoring.

7.A. METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

NCPA will track three metrics to measure the performance of this Wildfire Mitigation Plan. Metrics are evaluated yearly: (1) number of fire ignitions; (2) number of NCPA wires down; and (3) fall in hazard trees ignitions.

METRIC 1: FIRE IGNITIONS

NCPA will track fire ignitions in their territory as follows:

- Self-ignited or human-caused
- An NCPA facility failure was associated with the fire
- An NCPA electrical facility wire-to-wire contact was associated with the fire
- The ignition was a result of an extreme weather event

2020 Metric Summary: GEO – 0 ignitions, Hydro – 0 ignitions

2021 Metric Summary: GEO – 0 ignitions, Hydro – 0 ignitions

METRIC 2: WIRES DOWN

The second metric is the number of NCPA distribution and transmission wires downed. A wire down event includes any instance where an electric transmission or primary distribution conductor falls to the ground or on to a foreign object. NCPA will divide the wires down metric between wires down inside and outside of High Fire Threat Districts. All wires down events will be documented.

2020 Metric Summary: GEO – 0 Wire Down, Hydro – 0 Wire Down

2021 Metric Summary: GEO – 0 Wire Down, Hydro – 0 Wire Down

METRIC 3: FALL IN HAZARD TREES IGNITIONS

NCPA has added a metric that measures an element that could lead to a wildfire ignition:

- Fall in trees (trees of height sufficient to represent a contact hazard to the Distribution Line if destabilized due to soil instability at the tree base) without adequate clearance to the ROW in areas previously affected by fire.

2023 Metric Summary: GEO – 10 Locations, 0 Fall Ins; Hydro – 2 Locations, 0 Fall Ins.

7.B. IMPACT OF METRICS ON PLAN

NCPA plans to continue tracking these metrics as a method of documenting overall WMP success at identifying and containing risk. Additional metrics will be added to the WMP to help with identification of which lines are most susceptible to risk factors from unexpected outages (animal or vegetation induced), time-of-year risks including drought or excessive rainfall that could shift timing or scope of VM efforts and enhanced inspection requirements, as well as shifting fire threat district risks due to additional community developments adjacent to NCPA facilities or impact of maintenance deferment on existing lines. Through this metric review, NCPA will identify lines and other facility assets that are disproportionately impacted and could benefit by focused risk reduction measures that represent potential improvements to the plan.

2020 through 2023 WMP Impact Due to Metrics – The metrics above show zero incidents and indicate success.

Within the context of California's exposure to wildfire ignition risk resulting from "wires down" or "wire/tree interaction", NCPA operates an asset base in High fire risk territory that consists of roughly 35 miles of 230 kV transmission and just over 3 miles of 21 kV distribution. By contrast, PG&E operates in excess of 99,000 miles of transmission and distribution circuits within its service territory, experiencing an incident rate of 308 "wires down" or "wire/tree interaction" during 2022, for a rate of 0.3% per mile year (PG&E 2023-2025 WMP Revision 1 Figure PG&E-6.1.1-2, page 136). Assuming NCPA's track record is no better than PG&E, NCPA should expect to experience 0.12 incidents per mile year, or about one incident in 8.5 years. A "zero" metric would be indicative of success under NCPA's WMP program metrics, and should be sustainable for a period in excess of 10 years.

Acknowledging that the "zero" metric does not provide insight into NCPA's thorough inspection and maintenance activities to keep its transmission and distribution assets healthy, the Agency is considering addition of a metric to track total inspection observations for each overhead line asset. This will enable identification of locations where service conditions are contributing to a higher than normal number of observations and will assist risk reduction efforts by allowing focused attention on potential root causes for the elevated observation rate. NCPA anticipates investigation into historic line inspection records over the course of the 2023-2024 Fiscal Year that will enable verification of the usefulness of this metric.

7.C. MONITORING AND AUDITING THE PLAN

This WMP is presented to the NCPA Commission on an annual basis along with metrics and a summary of updates. Additionally, a qualified independent evaluator will present a report on this plan to the NCPA Commission. See section 8.

7.D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

NCPA may correct deficiencies and implement plan improvements as needed. Some of these activities and their alignment to the Agency's Strategic Priorities are defined in Section 2C. In support of these Priorities, the annual WMP review provides a framework for evaluation of the effectiveness of the Agency's plan, both in terms of the internal results achieved, but also in terms of the potential for shifting hazards resulting from ongoing drought (e.g., additional areas being designated as high fire threat) and weather induced changes (e.g., increased fire load as a result of high than historic rainfall totals). The Agency's strategy to assure availability of its assets involves an ongoing process of assessing risk and developing cost effective means to address those risks within the WMP (e.g., cooperative effort with Calpine to maintain fire breaks, use of WAPA for transmission line conductor repair and replacement), as reflected in the record of Agency annual WMP reviews and revisions. Improvements will be documented in the annual report to the NCPA Commission.

7.E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

Line inspections for NCPA fall into two categories:

1. Line patrol and evaluation of line facilities on a structure-by-structure basis. This is either ground or aerial (drone or helicopter) based.
2. Vegetation monitoring and evaluation, either ground-based on a structure-by-structure and span-by-span basis or by lidar aerial methods.

Measuring the effectiveness of these inspections can be performed by review by independent professionals of the inspection documentation and analysis in the case of the lidar vegetation inspection. Baseline comparison of results from adjacent drought and excessive rainfall years will inform earlier inspection timing and/or enhanced scope of the inspections. Developing metrics surrounding risks identified and mitigated will help reinforce a "zero-tolerance" approach for VM and equipment failure induced outages. Baseline of inspection practices with adjacent owners (PG&E and CALPINE) will also be used to evaluate effectiveness. A second method would include ride-alongs with inspection personnel to review their methodology and reporting. Lastly, an independent review of similar facilities can be performed and compared and reviewed with inspection personnel. NCPA currently conducts ride-alongs with both Cal-Fire staff and internal NCPA staff. Additional objectives are stated in Section 2C above.

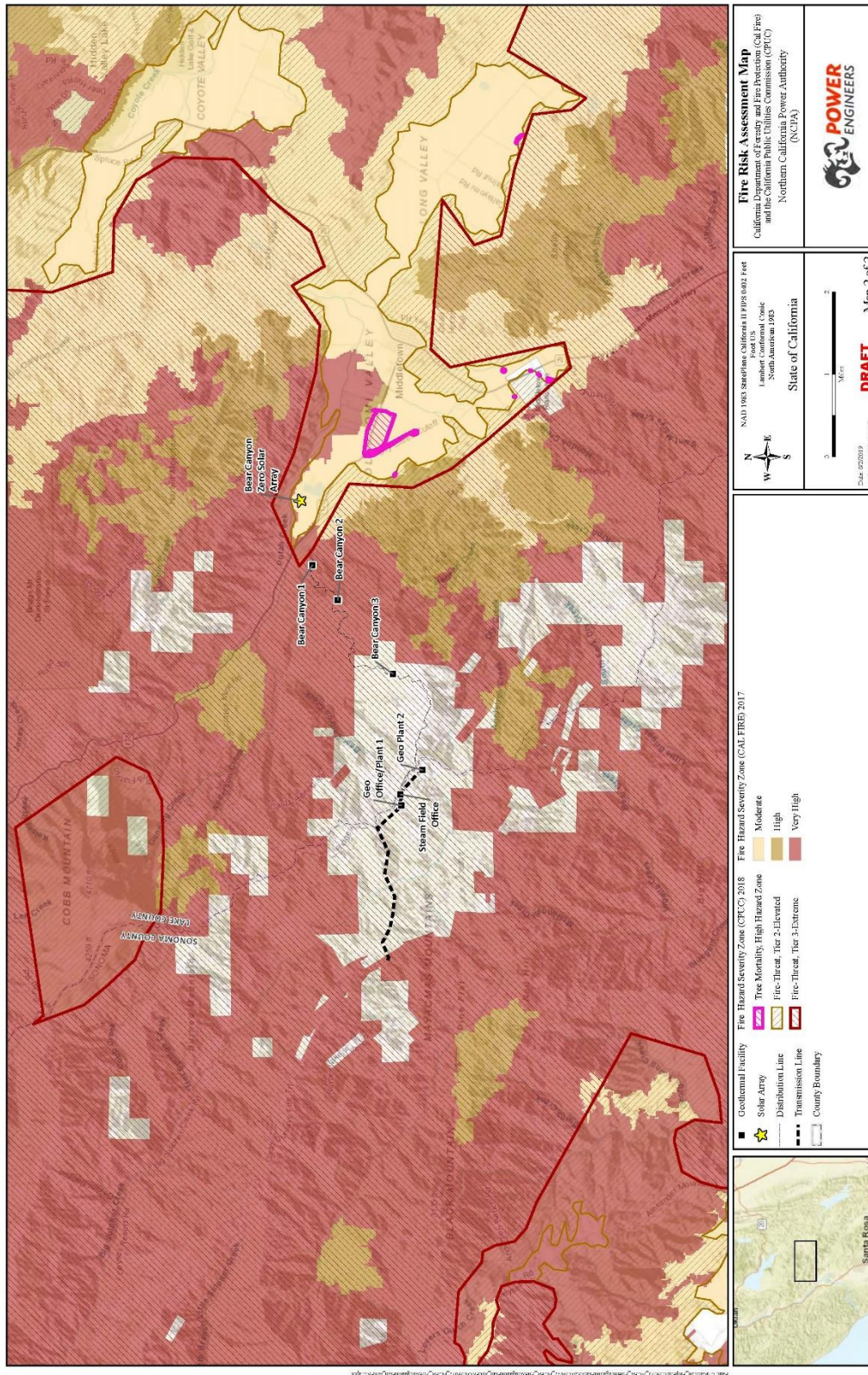
8. INDEPENDENT AUDITOR

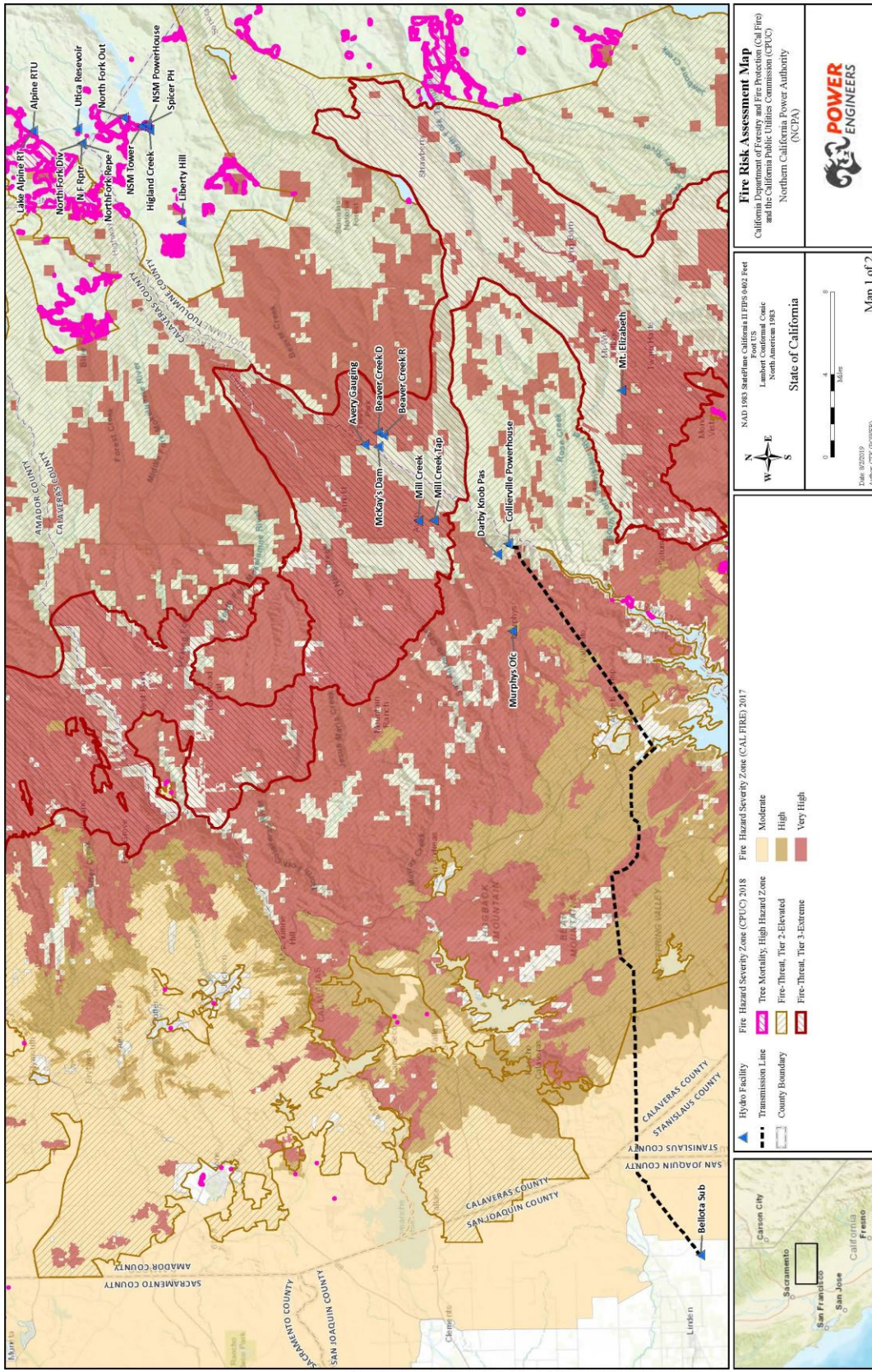
In 2019, NCPA anticipated that the CPUC would provide a list of qualified independent evaluators. In lieu of such a list, NCPA drew from a list it compiled following a Request for Qualifications issued in June 2019. The selection was based on competitive bid.

In 2020, NCPA competitively bid and contracted with a qualified independent evaluator, Dudek, with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this WMP. The independent evaluator issued a report (that is attached as an appendix to this report) and posted to the NCPA website. The independent evaluation and report were completed April 30th 2020.

In 2021, NCPA competitively bid and contracted with a qualified independent evaluator, Dudek, to review this WMP using the recommendations provided by the Wildfire Safety Advisory Board's (WSAB) "Guidance Advisory Opinion for the 2021 Wildfire Mitigation Plans of Electric Publicly Owned Utilities and Cooperatives" published and approved December 9, 2020. Per the WSAB, "The guidance document should be viewed as offering an efficient way to meet the WMP requirements in Public Utilities Code Section 8387(b)(2), not as adding to the statutory requirements."

APPENDIX 1 – FIRE RISK ASSESSMENT MAPS





APPENDIX 2 – INDEPENDENT EVALUATOR REPORT 2020

853 LINCOLN WAY, SUITE 208
AUBURN, CALIFORNIA 95603
T 530.887.8500 F 530.887.1250

April 30, 2020

12108.02

Mr. Jeremy Lawson
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

Subject: *Evaluation of Northern California Power Agency Wildfire Prevention and Mitigation Plan*

Dear Mr. Lawson:

Dudek conducted an evaluation of the City of Northern California Power Agency (NCPA) Wildfire Mitigation Plan (WMP), as required under California Public Utilities Code (CPUC) Section 8387(b). CPUC Section 8387(b), as modified by Senate Bill (SB) 901, and the Administrative Law Judge's Ruling issued on January 17, 2019 in CPUC Docket No. R.18-10-007 (ALJ Ruling), applies to publicly-owned electric utilities and requires preparation of a Wildfire Mitigation Plan before January 1, 2020. CPUC Section 8387(c) requires that an independent evaluator review and assess the comprehensiveness of a publicly-owned utility's WMP and issue a summary report.

Dudek, as an independent plan evaluator, conducted an initial review of NCPA's Draft WMP (version 1.0). On April 21, 2020, Dudek provided a summary matrix with recommendations for Draft WMP modifications. The focus of the evaluation was to determine whether the Draft WMP addressed all required elements under CPUC Section 8387(b)(2) (included in Attachment A). The following summarizes the recommended clarifications/modifications identified during the initial review of the Draft WMP (version 1.0), by required element:

- 8387(b)(A): Provide clarification and detail regarding plan implementation responsibility.
- 8387(b)(E): Identify previous plan metrics, as available.
- 8387(b)(L): Provide details regarding risk drivers, risk impacts, and how NCPA will identify, monitor, analyze, plan/evaluate and respond to risks.
- 8387(b)(N)(i): Clarify monitoring efforts associated with WMP implementation and clearly identify performance monitoring details in the plan. Clarify plan auditing and review procedures.
- 8387(b)(N)(ii): Provide clarification and detail regarding plan implementation, review, and plan deficiency correction responsibility.
- 8387(b)(N)(iii): Clarify line/equipment inspection responsibility, timeframes, work plan approach, and target inspection goals, and performance metrics.

Subsequently, NCPA elected to modify its Draft WMP that incorporated Dudek's recommended modifications. The Revised WMP (version 1.1) was provided to Dudek on April 29, 2020. Dudek reviewed the Revised WMP and determined that it appropriately addressed all elements required under CPUC Section 8387(b)(2).

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12108.02
April 2020

Mr. Jeremy Lawson

Subject: Evaluation of Northern California Power Agency Wildfire Prevention Mitigation Plan

Should you have any questions or require additional information, please do not hesitate to contact me at (530) 863-4650.

Sincerely,



Scott Eckardt, RPF
Project Manager

Att.: A. Required WMP Elements under PUC Section 8387(b)
cc: Michael Huff, Dudek
Jason Neuman, Dudek

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12108.02
April 2020

Required WMP Elements under PUC Section 8387(b)

PUC 8387(b)(2) Section	Description
A	An accounting of the responsibilities of the persons responsible for executing the plan.
B	The objectives of the wildfire mitigation plan.
C	Description of the preventative strategies and programs to be adopted by the publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.
D	A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions made that underlie the use of those metrics.
E	A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.
F	Protocols for disabling reclosers and de-energizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.
G	Appropriate and feasible procedures for notifying a customer who may be impacted by the de-energizing of electric lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure.
H	Plans for vegetation management.
I	Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.
J	A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following:
J(i)	Risks and risk drivers associated with design, construction, operations, and maintenance of the local publicly owned electric utility or electrical cooperative's equipment and facilities.
J(ii)	Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned utility's or electrical cooperative's service territory.
K	Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is currently identified in a commission fire threat map, and identification of where the commission should expand the high fire threat district based on new information or changes to the environment.
L	A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.
M	A statement of how the local publicly owned electric utility will restore service after a wildfire.
N	A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following:
N(i)	Monitor and audit the wildfire mitigation plan.
N(ii)	Identify any deficiencies in the wildfire mitigation plan or its implementation, and correct those deficiencies.
N(iii)	Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, and other applicable statutes, or commission rules.

APPENDIX 3 – INDEPENDENT EVALUATOR REPORT 2021

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May 3, 2021

Mr. Jeremy Lawson
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

Subject: Independent Evaluation Report of Northern California Power Agency's Wildfire Mitigation Plan Ver. 1.2

I. INTRODUCTION

Northern California Power Agency (NCPA) contracted with Dudek to engage in an independent evaluation of its Wildfire Mitigation Plan (WMP). This independent evaluation report (Report) describes the technical review and evaluation of the WMP prepared by Dudek, performed in April 2021 and completed on April 26, 2021.

Dudek conducted an evaluation of NCPA's WMP, as required under California Public Utilities Code (PUC) §8387(b), PUC §8387(b), as modified by Senate Bill (SB) 901, and the Administrative Law Judge's Ruling issued on January 17, 2019 in California Public Utilities Commission (CPUC) Docket No. R.18-10-007 (ALJ Ruling), applies to local publicly owned electric utilities and required preparation of a WMP before January 1, 2020, and revising/updating the WMP in 2020 and annually thereafter.

The WMP requirements are codified in PUC §8387(b)(2) for local publicly owned electric utilities (POUs). PUC §8387(c) requires that an independent evaluator review and assess the comprehensiveness of a POU's WMP and issue a summary report.

Dudek conducted an initial review of NCPA's WMP (version 1.2) and provided recommendations for clarifications/modifications on April 8, 2021. The focus of the evaluation was to determine whether the WMP included all elements required under PUC §8387(b)(2) (listed in Attachment A). The following summarizes the recommended clarifications/modifications identified during the initial review, by required element. Required elements not identified below were determined to satisfactorily meet code requirements in the WMP.

- 8387(b)(2)(A): While the organizational structure, responsible department and responsible position are identified, it is not clear what the responsible position's responsibilities are for executing the WMP.
- 8387(b)(2)(C): Add description of programs. Reference is made to the line maintenance program. No definitive description is provided for the proposed programs.
- 8387(b)(2)(E): Include discussion of application of previous metrics. No reference is included regarding the impacts on the WMP from past metrics.
- 8387(b)(2)(F): Enhance section to clarify role as wholesaler vs. retailer. Reclosers are not employed. Impacts to Public Safety is addressed; any impacts would be addressed by providers of Public Safety Power Shutoffs (PSPS). Any de-energization is coordinated with CAL FIRE and PG&E.

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May 2021

- 8387(b)(2)(G): Enhance section to clarify role as wholesaler vs. retailer. As a wholesale provider NCPA has no retail customers; any impacts would be addressed by providers of PSPS.
- 8387(b)(2)(J): Add list of risks and risk drivers related to design, construction, operation and maintenance; they currently are not addressed.
- 8387(b)(2)(K): Not addressed. Rather than referring solely to the High Fire-Threat District, include description of the local geography, any specific areas of concern and identification of any changes to be made.
- 8387(b)(2)(M): Needs clarification and details. Statement is very limited with no details, only that restoration will occur in coordination with PG&E and General Order (GO)-646 procedures. The section should be enhanced to include details on PG&Es restoration efforts and the GO-646 procedure.
- 8387(b)(2)(N): The section should be enhanced to include details on how the monitoring will occur throughout the year. It is not clear how deficiencies are identified. Clarification is needed whether or not the proposed effectiveness inspection methods are actually taking place, and if so, by whom.

Following updates to all of the above, the WMP was found to meet all the requirements of PUC §8387(b)(2).

In addition, though not required to do so, NCPA requested Dudek to conduct an evaluation of the WMP for compliance with the Wildfire Safety Advisory Board 2020 WMP guidance recommendations. Following updates, the WMP was found to meet all the recommendations of the Guidance Advisory Opinion for 2021 WMPs (See Attachment B for Compliance Matrix).

II. WILDFIRE MITIGATION PLAN REQUIREMENTS

A. Senate Bill 901

Per Senate Bill (SB) 901, all Publicly Owned Utilities (POUs) are required to adopt a Wildfire Mitigation Plan (WMP), which shall be reviewed by an independent third-party evaluator. SB 901 requires the governing board to determine whether any portion of the geographical area where the utility's overhead electrical lines and equipment are located has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment. The bill directs electrical utilities to annually prepare WMPs that include several mitigation and response elements in each utility's strategies, protocols, and programs. Each electric utility is to prepare and adopt a comprehensive WMP before January 1, 2020. The requirements for POU's are presented in PUC §8387. In addition, the WMP shall be reviewed by an approved, independent, third-party evaluator to review and assess the comprehensiveness of, and the POU's compliance with, this Plan.

B. AB 1054 & AB 111

Per Assembly Bill (AB) 1054, POU's must annually submit a WMP to the California Wildfire Safety Advisory Board, which will review the WMP and provide recommendations on mitigating wildfire risk. AB 1054 contains similar WMP requirements to SB 901 but allows WMPs of a three-year, rather than one-year duration.

AB 111 establishes the Wildfire Safety Division within the Public Utilities Commission.

C. Northern California Power Agency WMP Requirements

PUC §8387(b)(2) lists the statutory requirements for WMPs. These are the specific elements that the independent evaluator must review in order to make its determination for this report. The specific elements that must be addressed in NCPA's WMP are included in Table A (see Attachment A) and are summarized here for reference.

- The responsibilities of persons responsible for executing the plan.
- The objectives of the wildfire mitigation plan.
- The preventive strategies and programs to be adopted to minimize the risk of its electrical lines and equipment causing catastrophic wildfires.
- The metrics to use to evaluate the wildfire mitigation plan's performance.
- How the application of previously identified metrics has informed the wildfire mitigation plan.
- Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts.
- Procedures for notifying a customer who may be impacted by the deenergizing of electrical lines.
- Plans for vegetation management.
- Plans for inspections of the electrical infrastructure.
- Description of all wildfire risks, and drivers for those risks, throughout the service territory, including design, construction, operation, and maintenance of equipment and facilities, and topographic and climatological risk factors.
- Identification of any geographic area in the service territory that is a higher wildfire threat than is identified in a commission fire threat map.
- Identification of enterprise-wide safety risk and wildfire-related risks.
- How the service will be restored after a wildfire.
- The processes and procedures used to monitor and audit the implementation of the wildfire mitigation plan, identify any deficiencies, and the effectiveness of electrical line and equipment inspections.

III. DESCRIPTION OF NORTHERN CALIFORNIA POWER AGENCY

NCPA is a Joint Powers Agency, which owns and operates electrical generation facilities. NCPA is governed by a Commission comprised of one representative for each of its public power utility members.

The WMP applies to a geothermal facility and a hydro facility that are located in two different geographical areas. These two facilities contain electrical equipment in high fire threat locations. The geothermal plant is located around the Geyser territory in Lake County and the Hydro Electric Facility is located in the North Fork Stanislaus River watershed (Calaveras County).

NCPA electrical infrastructure consists of facilities that are in Moderate to Very High Fire Hazard Severity Zones (CAL FIRE) and/or Tier 2/3 CPUC Fire Threat Zones.

NCPA has taken appropriate actions to help prevent and respond to the increasing risk of devastating wildfires by following all applicable design, construction, operation, and maintenance requirements that reduce safety risks associated with its electric system.

IV. INDEPENDENT EVALUATION

A. Independent Evaluator Requirement

PUC §8387 requires each POU to “contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan.” Additionally, the independent evaluator’s assessment of the comprehensiveness of the POU’s WMP must be issued in a report that is both posted to the POU’s website and presented at a public meeting of the POU’s governing board.

B. Dudek’s Qualifications

According to PUC §8387(c), the qualified independent evaluator that performs the assessment of NCPA’s WMP must have “experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan.” NCPA has determined that Dudek is the independent evaluator who adequately understands the local conditions and fire risks of the service area.

C. Evaluation Methodology

Dudek evaluated the comprehensiveness the NCPA WMP on the following measures:

- Statutory Compliance: Dudek ensured that each required element specified in PUC §8387 is either addressed in NCPA’s WMP or that NCPA has sufficiently described why that element is not applicable due to NCPA’s size, geography, system or other relevant factor.
- Industry Comparison: Dudek is familiar with existing industry practices and has reviewed the local POU WMPs previously filed with the CPUC. Dudek has compared NCPA’s WMP against existing practices and any comparable actions planned by the POUs.

D. Metrics

The NCPA WMP uses the following metrics to measure performance of its wildfire mitigation measures: (1) number of fire ignitions, and (2) wires down events. Dudek has determined that these are appropriate metrics for this WMP. Dudek will continue to monitor the metrics selected in the CPUC’s current Wildfire Mitigation Plan rulemaking for utilities (per R.18-10-007) and determine if any additional metrics are applicable to POUs and should be incorporated into future WMPs.

V. EVALUATION OF THE NORTHERN CALIFORNIA POWER AGENCY WILDFIRE MITIGATION PLAN

A. Minimizing Wildfire Risks

PUC §8387(a) requires the following: Each local publicly owned electric utility and electrical cooperative shall construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment.

The WMP describes the safety-related measures that NCPA follows to reduce its risk of causing wildfires. Dudek has determined that NCPA complies with this standard due to the construction of NCPA’s equipment and resources.

B. Evaluation of WMP Elements

Dudek found that NCPA's WMP meets the statutory requirements of comprehensiveness per PUC §8387. The review of the WMP's elements is summarized relative to the application of the WMP. The table in Attachment A lists each required element for NCPA's WMP and provides Dudek's assessment of the comprehensiveness of that element within the WMP.

Below is a brief summary of WMP elements as required by PUC §8387, including restating sections of the WMP where applicable.

8387(b)(2)(A): Responsibilities of Persons Responsible for Executing the Plan.

Under the direction of the Assistant General Manager for Generation Services, the plant managers are responsible for implementation and execution of the WMP with respect to their facilities.

8387(b)(2)(B): Objectives of the Wildfire Mitigation Plan

The objective of the WMP is to reduce the risk of wildfires that could be ignited or propagated by NCPA electrical equipment or facilities in high fire threat locations.

8387(b)(2)(C): Prevention Strategies and Programs

NCPA's strategies to reduce wildfire risk include continuous evaluation and improvement of its programs and procedures: including NCPA's (1) facility maintenance program, (2) emergency operating procedures, (3) vegetation management programs, and (4) asset documentation programs. These programs include all details such as goals, objective or percentage, monitor ongoing work, accomplishments, internal and external audits, and detailed reports.

8387(b)(2)(D): Metrics and Assumptions for Measuring WMP Performance

The NCPA WMP uses two metrics to measure performance of its wildfire mitigation measures: (1) number of fire ignitions, and (2) wires down events. Dudek has determined that these are appropriate metrics for this WMP.

8387(b)(2)(E): Impact of Previous Metrics on WMP

The metrics show zero incidents and indicate success; no WMP changes due to metrics.

8387(b)(2)(F): Reclosing Protocols

NCPA does not own or use automatic reclosers on its 230 kV within the scope defined in this WMP.

8387(b)(2)(G): De-energization Notification Procedures

In the event of active fire situations, NCPA may be directed by CAL FIRE to de-energize the lines for firefighter and/or aircraft protection. If CAL FIRE requests de-energizing both of the lines, the NCPA Dispatch Center will shut down units before de-energizing these lines.

8387(b)(2)(H): Vegetation Management

NCPA has developed and implemented a Transmission Vegetation Management Program (TVMP) to establish the vegetation maintenance requirements for each facility to achieve reliability of its generation interconnection system. The NCPA document defines procedures for vegetation management. NCPA's

TVMP is the plan for all types of vegetation associated with utility infrastructure, from the ground to the sky, which includes vegetation above and below electrical lines.

8387(b)(2)(I): Inspections

NCPA performs annual inspections of its transmission and distribution facilities in accordance with General Order 95 and General Order 165. In addition to its annual ground-based inspection, NCPA may augment inspections with aerial drone and/or helicopter surveys.

8387(b)(2)(J)(i): Risks and Risk Drivers Associated with Design and Construction Standards

Risks and risk drivers related to design, construction, operation and maintenance include equipment/structure/facilities, object to wire or equipment contact, wire to wire contact, vehicle operations, vegetation clearing, and hot work.

8387(b)(2)(J)(ii): Risks and Risk Drivers Associated with Topographic and Climatological Risk Factors

Risks and risk drivers related to Topographic and Climatological Risk Factors include extended drought, vegetation type, vegetation density, weather, high winds, prevailing winds, terrain, changing weather patterns and communities at risk.

8387(b)(2)(K): Geographical Area of Higher Wildfire Threat

To identify the areas of NCPA's service territory that are at an elevated or extreme risk of power line-ignited wildfire, NCPA has incorporated the High Fire-Threat District into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

8387(b)(2)(L): Enterprise-wide Safety Risks

NCPA regularly evaluates enterprise safety risks, which include severe operating conditions and contingencies. NCPA also performs regular analysis of risks to improve the ability to manage the risks effectively.

8387(b)(2)(M): Restoration of Service

After a de-energization event, NCPA will restore service in coordination with PG&E's restoration efforts. NCPA will follow PM-201 and Geothermal Facilities Maintenance Procedure (GEO-646) which specifically address restoration for Hydro and Geothermal facilities respectively.

8387(b)(2)(N)(i): Monitoring and Auditing WMP Implementation

The WMP is presented to the NCPA Commission on an annual basis along with metrics and a summary of updates.

8387(b)(2)(N)(ii): Identifying and correcting WMP deficiencies

NCPA may correct deficiencies and implement plan improvements as needed. Improvements will be documented in the annual report to the NCPA Commission.

8387(b)(2)(N)(iii): Monitoring and Auditing the effectiveness of inspections

NCPA uses General Orders 95 and 165 as guides to inspect its electric supply system.

CONCLUSION

Dudek concludes that the Northern California Power Agency Wildfire Mitigation Plan comprehensively addresses all of the applicable statutorily required elements for a Publicly Owned Utilities' WMP as specified in California

Public Utilities Code Section 8387, and has been updated to include modifications from the previous year's WMP. Dudek further finds that NCPA has taken reasonable actions to minimize the risk that its lines or equipment will cause a wildfire.

Prepared by,



Douglas V. Nickles, RPF
Fire Protection Specialist

Att.: A. WMP Required Element Compliance Matrix under PUC Section 8387
B. Wildfire Safety Advisory Board 2020 Guidance Recommendations Compliance Matrix
cc: Scott Eckardt, Dudek

WMP Required Element per PUC Sec 8387(b)(2)	NCPA WMP Section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions	IE's 2nd Assessment of WMP
(A): An accounting of the responsibilities of persons responsible for executing the plan.	Sec. 3.A Utility Governance Structure. Generation Services Assistant General Manager.	Needs clarification of responsibilities. While the organizational structure, responsible department and responsible position are identified, it is not clear what the responsible position's responsibilities are for executing the WMP.	NCPA - Complete. Added "and responsible for executing the WMP"	Meets requirements as modified.
(B): The objectives of the wildfire mitigation plan.	Executive Summary and Sec. 1.B. Purpose of the WMP. 2. Goals.	Meets requirements.	NA	Meets requirements.
(C): A description of the preventive strategies and programs to be adopted by the local publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.	Sec. 5.A. Preventative Strategies and Programs. Sec. 5.C. Potential Climate Change Effects. Sec. 5.D. Potential Climate Change Risk Management Impacts.	Add description of programs. Reference is made to the line maintenance program. No definitive description is provided for the proposed programs.	NCPA - Complete. Revised NCPA's (1) facility maintenance program, (2) emergency operating procedures, (3) vegetation management programs, and (4) asset documentation programs.	Meets requirements as modified.
(D): A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions that underlie the use of those metrics.	Sec. 7.A. Metrics and Assumptions for Measuring Plan Performance.	Meets requirements.	NA	Meets requirements.

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WMP Required Element per PUC Sec 8387(b)(2)	NCPA WMP Section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions	IE's 2nd Assessment of WMP
(E): A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	Sec. 7.B. Impact of Metrics on Plan.	Include discussion of application of previous metrics. No reference is included regarding the impacts on the WMP from past metrics.	NCPA - Complete. Added "2020 WMP Impact Due to Metrics" along with establishing metric summaries to review.	Meets requirements as modified.
(F): Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.	Sec. 5.I. Reclosing Policy. Sec. 5.J. De-Energization. Sec. 5.J.1. Impacts to Public Safety.	Enhance section to clarify role as wholesaler vs. retailer. Reclosers are not employed. Impacts to Public Safety is addressed; any impacts would be addressed by providers of PSPS. Any de-energization is coordinated with Cal Fire and PG&E.	NCPA - Complete. Changed "employ" to "own."	Meets requirements as modified.
(G): Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall direct notification to all public safety offices, critical first responders, health care facilities, and operators of telecommunications infrastructure with premises within the footprint of potential deenergization for a given event.	Sec. 5.J.2. Customer Notification Protocols.	Enhance section to clarify role as wholesaler vs. retailer. As a wholesale provider NCPA has no retail customers; any impacts would be addressed by providers of PSPS.	NCPA - Complete. Added wholesaler vs retailer clarification.	Meets requirements as modified.
(H): Plans for vegetation management.	Sec. 5.F. Vegetation Management.	Meets requirements.	NA	Meets requirements.

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WMP Required Element per PUC Sec 8387(b)(2)	NCPA WMP Section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions	IE's 2nd Assessment of WMP
(I): Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	Sec. 5.G. Inspections.	Meets requirements.	NA	Meets requirements.
(J): A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following: (i) Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric utility's or electrical cooperative's equipment and facilities. (ii) Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory.	Sec. 4. Wildfire Risks and Drivers. Sec. 4.A. Risks Associated with Topographical and Climatological Factors.	Add list of risks and risk drivers related to design, construction, operation and maintenance; they currently are not addressed.	NCPA - Complete. Clarified 4.B. are Risks and risk drivers related to design, construction, operation and maintenance that could create fire ignition sources.	Meets requirements as modified.

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WMP Required Element per PUC Sec 8387(b)(2)	NCPA WMP Section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions	IE's 2nd Assessment of WMP
(K): Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high-fire threat district based on new information or changes to the environment.		Not addressed. Rather than referring solely to the High Fire-Threat District, include description of the local geography, any specific areas of concern and identification of any changes to be made.	NCPA - Complete. Addressed in 4.c. "NCPA has reviewed current CAL FIRE hazard severity zone and CPUC fire-threat maps with respect to agency facilities, as shown in Appendix 1. These maps have not been adjusted since the noted publication dates nor have any local agencies imposed any expansions to the maps."	Meets requirements as modified.
(L): A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.	Sec. 4.B. Enterprise-wide Safety Risks.	Meets requirements.	NA	Meets requirements.
(M): A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.	Sec. 7. Restoration of Service.	Needs clarification and details. Statement is very limited with no details, only that restoration will occur in coordination with PG&E and GO-646 procedures. The section should be enhanced to include details on PG&Es restoration efforts and the GO-646 procedure.	NCPA - Complete. Revised this plan to include the statement NCPA will follow PM-201 and Geothermal Facilities Maintenance Procedure (GO-646) specifically address restoration for Hydro and Geothermal facilities respectively. These procedures contain the steps that must be taken to restore such as inspecting, repairing, testing, and finally restoring.	Meets requirements as modified.

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WMP Required Element per PUC Sec 8387(b)(2)	NCPA WMP Section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions	IE's 2nd Assessment of WMP
(N): A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following: (i) Monitor and audit the implementation of the wildfire mitigation plan. (ii) Identify any deficiencies in the wildfire mitigation plan or its implementation, and correct those deficiencies. (iii) Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, other applicable statutes, or commission rules.	Sec. 7.C. Monitoring and Auditing the Plan. Sec. 7.D. Identifying and Correcting Deficiencies in the Plan. Sec. 7.E. Monitoring the Effectiveness of Inspections.	The section should be enhanced to include details on how the monitoring will occur throughout the year. It is not clear how deficiencies are identified. Clarification is needed whether or not the proposed effectiveness inspection methods are actually taking place, and if so, by whom.	NCPA - Complete. Added yearly metrics summary including impact to the plan from the metrics summary.	Meets requirements as modified.

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
1. Plan Structure – risk profile				
a) The WMP and Independent Evaluator Reports should be prominently displayed and easily located on the POU websites.	NA	Reports are displayed on POU website.	NCPA - Complete. http://www.ncpa.com/bidding-opportunities-and-public-notifications/environmental-documents/	Meets WSAB recommendation.
b) Include an index or table that shows where each section of the statute is addressed in the WMP.	Not included.	Include the statute compliance spreadsheet developed by Dudek as Appendix.	Dudek	Meets WSAB recommendation.
c) Include context-setting information at the beginning of each POU plan about each POU's risk profile in accordance with the statutory requirements Public Utilities Code Section 8387(b)(2)	Not included.	Prepare the requested context-setting information and include in Section 1.	NCPA - Complete. Added "NCPA is a Joint Powers Agency, which owns and operates electrical generation. The scope of this plan applies the Geothermal Facility and the Hydro Facility that are located in two different geological areas. These two facilities contain electrical equipment in high fire threat locations. The Geothermal Plant is located around the Geyser territory in Lake County and the Hydro Electric Facility is located in around North Fork Stanislaus."	Meets WSAB recommendation.

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
d) Apply the Board developed template for review of POU WMPs	Not included.	Prepare the requested template and include in Section 1 (attached below).	NCPA. Complete created new table section 1.	Meets WSAB recommendation.
2. Plan Structure – approval process				
a) Provide a paragraph describing the public review process of the plan and how it is approved, if required	Not included.	Prepare the requested paragraph and include in Section 1.	NCPA. Completed. Added to the purpose of the plan to help fill in the overall story. Very ending paragraph to the appending process. "In 2020, This WMP was presented and recorded at a public Brown Act Meeting and is posted on a public website domain..."	Meets WSAB recommendation.
b) Include additional data on monitoring and auditing and how that information is presented	Not included.	Prepare the requested additional data regarding how the information is presented and include in Section 7.C.	NCPA. Complete. Revised to "This WMP is presented to the NCPA Commission on an annual basis along with metrics and a summary of updates."	Meets WSAB recommendation.

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
c) Provide a brief explanation on each funding mechanism to be used to perform wildfire mitigation	Not included.	Prepare the requested explanation for each wildfire mitigation funding mechanism and include in the respective section (i.e., 3.B., 3.C., 5.A., 5.F, 5.G, 5.H).	NCPA - Complete. The following statement applies to all funding authority "NCPA is governed by a Commission comprised of one representative for each member. The Commission is responsible for the general management of the affairs, property, and business of the Agency. Under the direction of the General Manager, the staff of the Agency is responsible for providing various administrative, operating and planning services for the Agency. This establishes all funding and is applied to all wildfire funding mechanisms in this plan (i.e., 3.B., 3.C., 5.A., 5.F, 5.G, 5.H)."	Meets WSAB recommendation.
3. Plan Structure – independent evaluations				
a) IEs should perform a robust evaluation of the contents and substance of the POU's WMP	NA	Dudek to perform the requested evaluation.	Dudek	Meets WSAB recommendation.
b) Include evaluations of how each POU compares to the IE's assessment of industry standards	NA	Dudek to perform the requested evaluation.	Dudek	Meets WSAB recommendation.
4. Plan structure – Utility groupings				

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
a) 2021 POU WMPs and/or updates should be based on the guidelines		WMP to be updated in accordance with the recommended guidelines.	NCPA - Complete. This evaluation serves as a WMP updated based on Dudek's and WSAB recommendations.	Meets WSAB recommendation.
b) The industry should create a revised template that reflects the learnings from the 2020 initial effort	NA	NA	NA	NA
5. Customer Impacts – PPS shutoffs				
a) Utilities should provide the context-setting information	Sec. 5.J.2. Customer Notification Protocols	The context-setting information should be enhanced in this section to reference customer impacts as well as customer notification (re-emphasize role as wholesaler vs. retail provider). Consider adding a separate Customer Impacts section.	NCPA - Complete. Revised as "NCPA provides wholesale power to City's and utilities typically known as NCPA members. Since NCPA does not have retail customers, like commercial or private residences, no customer notification protocols are in place."	Meets WSAB recommendation.
b) Include a detailed protocol to address these concerns to understand the strategic direction and effectiveness of each POU	Sec. 5.J.2. Customer Notification Protocols	See 5.a) above.	NCPA - Complete. Revised as "NCPA provides wholesale power to City's and utilities typically known as NCPA members. Since NCPA does not have retail customers, like commercial or private residences, no customer notification protocols are in place."	Meets WSAB recommendation.
6. Customer impacts – communication plans				

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
a) Describe the specific methods, content, and timing used to communicate with customers	Sec. 5.J.2. Customer Notification Protocols	The communication information should be enhanced in this section to reflect the context-setting information requested as noted above in 5.a).	NCPA - Complete. Revised as "NCPA provides wholesale power to City's and utilities typically known as NCPA members. Since NCPA does not have retail customers, like commercial or private residences, no customer notification protocols are in place."	Meets WSAB recommendation.
b) Provide an evaluation of whether the current method of emergency communication appears sufficient and, if not, what can be done to improve it, especially protocols for notifying customers, essential service providers, and other critical facilities of IOU or self-triggered PSPS events	Sec. 5.J.2. Customer Notification Protocols	See 5.a) above.	NCPA & Duke - Complete. "Complete. Revised as "NCPA provides wholesale power to City's and utilities typically known as NCPA members. Since NCPA does not have retail customers, like commercial or private residences, no customer notification protocols are in place."	Meets WSAB recommendation.
7. The Grid – hardening				
a) Provide information on existing and planned system upgrades	Sec. 2.B. Resiliency of the Electric Grid	Enhance this section to provide specific examples of upgrades as requested.	NCPA - Complete. NCPA is a relatively smaller utility with a small asset count. The list is updated and on 5.A. (1)	Meets WSAB recommendation.
b) Provide details of each utility's system hardening and grid design programs described in the WMP filing	Sec. 2.A. Minimizing Sources of Ignition	Enhance this section to provide details of programs as requested.	NCPA - Complete. Organized programs and procedures 5.A.	Meets WSAB recommendation.

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
c) Indicate the goals of the programs and the risk any particular program is designed to mitigate	Sec. 2 Goals	Enhance this section to show nexus between goals, programs and mitigation as requested.	NCPA - Complete. Revised and organized programs and procedure in Section 5.	Meets WSAB recommendation.
d) Provide the approach to PSPS mitigation and prevention	Sec. 3.C. Wildfire Response and Recovery; Sec. 5.J.1. Impacts to Public Safety; Sec. 5.J.2. Customer Notification Protocols	The PSPS information should be enhanced to reference mitigation and prevention as requested (re-emphasize role as wholesaler vs. retail provider). Consider adding a separate "PSPS" section.	NCPA - Complete. Added NCPA's wholesaler information to first paragraph for clarification.	Meets WSAB recommendation.
e) Identify any supply shortages	NA	Identify any supply shortages as requested. See 7.d) above.	NCPA - Complete. Updates to include "no supply shortages" in relation to PSPS.	Meets WSAB recommendation.
8. The Grid – inspections				
a) Describe the unique risks a utility is inspecting for, such as insect, wildfire incursion, wood split, woodpeckers, purposeful insulator destruction, termites, etc., to be included in the WMP	Sec. 5.G. Inspections	Enhance this section to describe the unique risks as requested.	NCPA - Complete. Added "Section 4.B. of this WMP outlines the unique risks NCPA inspects for. "	Meets WSAB recommendation.
b) Describe whether and how system inspections lead to system improvements	Sec. 5.G. Inspections	Enhance this section to describe the resulting system improvements as requested.	NCPA - Complete. Added "NCPA's asset management system also allows these improvements to be evaluated as observations and comments are made when work orders for	Meets WSAB recommendation.

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
			maintenance items are executed."	
9. The Grid – risks				
a) Consider different options for surfacing, for further consideration and remediation, previously unidentified risks that could lead to catastrophic wildfires	Sec. 4 Wildfire Risks and Drivers	Enhance this section to describe the different options considered as requested.	NCPA - Updated Section 5.A. (1) to add "NCPA's aggressive approach to reduce transmission tie-line risk by completely upgrading insulators on this asset, NCPA's longest line, of 40 Miles. This project was considered a major cost in capital and prioritized for wildfire prevention."	Meets WSAB recommendation.
10. Risk assessment – construction				
a) State the particular wildfire risks associated with system design and construction such as topography and location near a HFTD of another utility	Not included. Wildfire risks are identified in Sec. 4.A., but there is no reference to design and construction.	Include risks associated with design and construction as requested.	NCPA - Complete. Added "There are no new wildfire risks associated to design and construction of new assets. NCPA is currently Operating and Maintain original generating facilities. No new construction in the immediate future."	Meets WSAB recommendation.

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
b) Provide information about G.O. 95 exempt assets, and possible updates to G.O. 95, that could facilitate more resilient utility transmission and distribution assets	Not included.	Include information about exempt assets and updates as requested, possibly in Sec. 2. B.	NCPA - Complete. Leave as stated in Section 5.E.. "NCPA meets: (1) Public Resources Code section 4292; (2) Public Resources Code section 4293; (3) General Order 95 Rule 35; and (4) General Order 95 Appendix E Guidelines to Rule 35."	Meets WSAB recommendation.
11. Risk assessment – situational awareness				
a) Include context setting information in the WMPs including information about the prevailing wind directions and speeds, differentiated by season, along with average weather conditions by season	Sec. 4.A. Risks Associated with Topographical and Climatological Factors.	Enhance this section with context setting information as requested, including the detailed wind information.	NCPA - Complete. "Prevailing Winds: Using live data, NCPA monitors prevailing winds directions and speeds, differentiated by season, along with average weather conditions by season using NCPA real-time observations noting disturbing local weather. Live data is used with the fire maps located in Appendix 1. PG&E's Weather Awareness website is a resource for real-time conditions: https://www.pge.com/en_US/safety/emergency-preparedness/natural-disaster/wildfires/psps-weather-	Meets WSAB recommendation.

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
			map.page?WT.mc_id=Vanity_weather"	
b) Include information on how and why situational awareness technology is installed, and where on the system	Sec. 5.A. Preventative Strategies and Programs.	Enhance this section with information on technology installation as requested.	NCPA - Complete. Added for clarity. "This information is used in communication and aids to analyze wildfire situations."	Meets WSAB recommendation.
c) Provide insight into decisions that are made not to install situational awareness technology	Sec. 5.A. Preventative Strategies and Programs.	See 11.c) above.	NCPA	Meets WSAB recommendation.
d) Are there constraints such as budgets, availability of equipment, knowledge to effectively deploy, or qualified personnel to install and monitor effectively?	Sec. 5.A. Preventative Strategies and Programs.	Enhance this section to address the constraints listed as requested.	NCPA - Complete. Added to 5.A. "There are no constraints such as budgets, availability of equipment, knowledge to effectively deploy, or qualified personnel to install and monitor effectively."	Meets WSAB recommendation.
e) Provide information about whether this modeling data is received from or	Sec. 5.A. Preventative	Enhance this section to provide information regarding modeling data as requested.	NCPA - Complete. Data source is shared and comes from PGE.	Meets WSAB recommendation.

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
shared with other agencies, utilities, or fire professionals	Strategies and Programs.			
12. Vegetation Management – utility requirements				
a) Describe treatment plans for all types of vegetation associated with utility infrastructure, from the ground to the sky, which includes vegetation above and below electrical lines	Sec. 5.F. Vegetation Management	Enhance this section to describe the treatment plans as requested (reference is made to the TVMP - provide details).	NCPA - Added clarity that section 5.E. is "NCPA's plan for all types of vegetation associated with utility infrastructure, from the ground to the sky, which includes vegetation above and below electrical lines. "	Meets WSAB recommendation.
13. Vegetation management – personnel qualifications				
a) List the qualifications of any experts relied upon, such as scientific experts in ecology, fire ecology, fire behavior, geology, and meteorology	Sec. 5.F. Vegetation Management	Enhance this section to list the qualifications as requested.	NCPA - Complete added to section 5.E. "NCPA uses a combination of its own staff (manager, supervisor or competent designee) and the retention of qualified consultants (such as scientific experts in ecology, fire ecology, fire behavior, geology, and meteorology) with experience in line design, line construction, NERC Standards compliance, and vegetation management to develop and maintain the TVMP."	Meets WSAB recommendation.

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
b) Specify the level of expertise of the POU staff that manages the contractors performing vegetation management	Sec. 5.F. Vegetation Management	Enhance this section to specify the level of expertise as requested.	NCPA - Complete. "NCPA uses a combination of its own staff (manager, supervisor or competent designee) and the retention of qualified consultants (such as scientific experts in ecology, fire ecology, fire behavior, geology, and meteorology) with experience in line design, line construction, NERC Standards compliance, and vegetation management to develop and maintain the TVMP."	Meets WSAB recommendation.
c) Describe measures taken to ensure that POU staff and contractors comply with or verify compliance with Cal/OSHA standards on Minimum Approach Distances (MAD)	Sec. 5.F. Vegetation Management	Enhance this section to describe the measures as requested.	NCPA - Complete. The TVMP specifies technical requirements for staff and contractors to comply with or verify compliance with Cal/OSHA standards and NCPA Electrical Safety Procedure GS-103 ensures Cal/Osha and Minimum Approach Distances (MAD).	Meets WSAB recommendation.
14. Vegetation management - innovation				

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WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
a) Describe whether the POU has considered innovative and alternative approaches to vegetation management such as, but not limited to, requiring property owners to manage vegetation a certain distance from structures or utility lines, and pilot programs in home hardening	Sec. 5.F. Vegetation Management	Enhance this section to describe the approaches considered as requested.	NCPA - No innovative ideas to note.	Meets WSAB recommendation.

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DRAFT

April 14, 2022

12108.07

Mr. Jeremy Lawson
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

Subject: Independent Evaluation Report of Northern California Power Agency's 2022 Wildfire Mitigation Plan

1 Introduction

The Northern California Power Agency (NCPA) contracted with Dudek to engage in an independent evaluation of its Wildfire Mitigation Plan (WMP). This independent evaluation report (Report) describes the technical review and evaluation of the WMP prepared by Dudek, performed in February through April 2022, and completed on April 14, 2022.

Dudek conducted an evaluation of NCPA's WMP, as required under California Public Utilities Code (PUC) §8387(b). PUC §8387(b), as modified by Senate Bill (SB) 901, and the Administrative Law Judge's Ruling issued on January 17, 2019 in California Public Utilities Commission (CPUC) Docket No. R.18-10-007 (ALJ Ruling), applies to publicly owned electric utilities and required preparation of a WMP before January 1, 2020, and revising/updating the WMP in 2020 and annually thereafter.

The WMP requirements are codified in PUC §8387(b)(2) for local publicly owned electric utilities (POUs). PUC §8387(c) requires that an independent evaluator review and assess the comprehensiveness of a POU's WMP and issue a summary report.

Dudek conducted an initial review of NCPA's WMP (version 1.3) and provided recommendations for clarifications/modifications on March 3, 2022. The focus of the evaluation was to determine whether the WMP included all elements required under PUC §8387(b)(2) (listed in Attachment A). The evaluation determined that the NCPA's 2022 Wildfire Mitigation Plan does include all the PUC §8387(b)(2) requirements.

In addition to evaluating the elements required by the Public Utility Code, Dudek evaluated the WMP for compliance with the Wildfire Safety Advisory Board (WSAB) Publicly Owned Utilities (POUs) WMP guidance recommendations and to address any deficiencies in the WSAB review of the 2022 WMP that was published on their website. Dudek worked NCPA staff to revise the WMP to meet the recommendations of the Guidance Advisory Opinion for 2022 WMPs that are relevant to the NCPA's service territory (See Attachment B for Compliance Matrix). This included more detailed explanations of the wildfire risks in the utility's service territory and the wildfire prevention programs that are designed to address these risks.

2 Wildfire Mitigation Plan Requirements

A. Senate Bill 901

Per Senate Bill (SB) 901, all Publicly Owned Utilities are required to adopt a Wildfire Mitigation Plan (WMP), which shall be reviewed by an independent third-party evaluator. SB 901 requires the governing board to determine whether any portion of the geographical area where the utility's overhead electrical lines and equipment are located has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment. The bill directs electrical utilities to annually prepare WMPs that include several mitigation and response elements in each utility's strategies, protocols, and programs. Each electric utility is to prepare and adopt a comprehensive WMP before January 1, 2020. The requirements for POU's are presented in PUC §8387. In addition, the WMP shall be reviewed by an approved, independent, third-party evaluator to review and assess the comprehensiveness of, and the POU's compliance with, this Plan.

B. AB 1054 & AB 111

Per Assembly Bill (AB) 1054, POU's must annually submit a WMP to the California Wildfire Safety Advisory Board, which will review the WMP and provide recommendations on mitigating wildfire risk. AB 1054 contains similar WMP requirements to SB 901 but allows WMPs of a three-year, rather than one-year duration. AB 111 establishes the Wildfire Safety Division within the Public Utilities Commission.

C. Northern California Power Agency WMP Requirements

PUC §8387(b)(2) lists the statutory requirements for WMPs. These are the specific elements that the independent evaluator must review to make its determination for this report. The specific elements that must be addressed in NCPA's WMP are included in Table A (see Attachment A) and are summarized here for reference.

- The responsibilities of persons responsible for executing the plan.
- The objectives of the wildfire mitigation plan.
- The preventive strategies and programs to be adopted to minimize the risk of its electrical lines and equipment causing catastrophic wildfires.
- The metrics to use to evaluate the wildfire mitigation plan's performance.
- How the application of previously identified metrics has informed the wildfire mitigation plan.
- Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts.
- Procedures for notifying a customer who may be impacted by the deenergizing of electrical lines.
- Plans for vegetation management.
- Plans for inspections of the electrical infrastructure.
- Description of wildfire risks, and drivers for those risks, throughout the service territory.
- Identification of any geographic area in the service territory that is a higher wildfire threat than is identified in a commission fire threat map.
- Identification of enterprise-wide safety risk and wildfire-related risks.
- How the service will be restored after a wildfire.
- The processes and procedures used to monitor and audit the implementation of the wildfire mitigation plan, identify any deficiencies, and the effectiveness of electrical line and equipment inspections.

3 Description of the Northern California Power Agency

NCPA is a Joint Powers Agency, which owns and operates electrical generation facilities. NCPA is governed by a Commission comprised of one representative for each of its public power utility members.

The WMP applies to the NCPA's geothermal facility and a hydro facility plus transmission and distribution lines. These two facilities contain electrical equipment in high fire threat locations and power lines that traverse high fire threat areas. The geothermal facility is located around the Geyser territory in Lake County and consists of five geothermal facilities spread over 30 square miles. The Hydro Electric facility is in the North Fork Stanislaus River watershed (Calaveras County) and consists of eight generator/water diversion stations and an office located along the river. There are approximately 40 miles of power lines between the generation facilities and their tie-in points with PG&E transmission wires. NCPA electrical infrastructure consists of facilities that are in Moderate to Very High Fire Hazard Severity Zones (CAL FIRE) and/or Tier 2/3 CPUC Fire Threat Zones.

NCPA has taken appropriate actions to help prevent and respond to the increasing risk of devastating wildfires by following all applicable design, construction, operation, and maintenance requirements that reduce safety risks associated with its electric system.

4 Independent Evaluation

A. Independent Evaluator Requirement

PUC §8387 requires each POU to "contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan." Additionally, the independent evaluator's assessment of the comprehensiveness of the POU's WMP must be issued in a report that is both posted to the POU's website and presented at a public meeting of the POU's governing board.

B. Dudek's Qualifications

According to PUC §8387(c), the qualified independent evaluator that performs the assessment of NCPA's WMP must have "experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan." NCPA has determined that Dudek is the independent evaluator who adequately understands the local conditions and fire risks of the service area.

C. Evaluation Methodology

Dudek evaluated the comprehensiveness of the NCPA's 2022 WMP on the following measures:

- **Statutory Compliance:** Dudek ensured that each required element specified in PUC §8387 is either addressed in NCPA's WMP or that NCPA has sufficiently described why that element is not applicable due to NCPA's size, geography, system, or other relevant factor.
- **Fulfillment of Wildfire Safety Advisory Board Guidance:** Dudek reviewed WSAB guidance publications for Publicly Owned Utilities for recommendations that were relevant to the NCPA's WMP and then compared the Board's recommendation to the content of the WMP.

- **Industry Comparison:** While the NCPA differs from many nearby utilities in that they provide power to other utility agencies and not consumers, they do use similar equipment and operational procedures as nearby POUs that serve consumers. Dudek compared the elements of the NCPA's WMP, their operations, and the equipment to those used by other agencies to minimize wildfire ignition and spread. Where there was no other agency(s) to compare to (e.g., geothermal plants), Dudek used industry standards.

D. Metrics

The NCPA's Wildfire Mitigation Plan uses the following metrics to measure performance of its wildfire mitigation measures: (1) number of fire ignitions, and (2) wires down events. Dudek has determined that these are appropriate metrics for this WMP and that the WSAB has concluded that these two metrics, are generally acceptable metrics for a WMP.

Dudek recommended that the NCPA consider adding a new metric or revising one of the current metrics to integrate a metric that shows the actions NCPA is taking in their service territory to reduce wildfire ignition risk. NCPA staff acted on Dudek's recommendation, evaluating their current operations and their service territory for other useful indicators of wildfire risk. Fire weakened trees and slopes are hazard to NCPA's transmission wires where they pass through fire scars. NCPA is incorporating a third metric into their WMP that measures fall in trees, trees of height sufficient to represent a contact hazard to the Distribution Line if destabilized due to soil instability at the tree base,

5 Evaluation of the Northern California Power Agency Wildfire Mitigation Plan

A. Minimizing Wildfire Risks

PUC §8387(a) requires the following: "Each local publicly owned electric utility and electrical cooperative shall construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment."

The WMP describes the safety-related measures that NCPA follows to reduce its risk of causing wildfires. Dudek has determined that NCPA complies with this standard through the design of its system and the construction of its equipment and resources.

B. Evaluation of WMP Elements

Dudek found that NCPA's WMP meets the statutory requirements of comprehensiveness per PUC §8387. The review of the WMP's elements is summarized relative to the application of the WMP. The table in Attachment A lists each required element for NCPA's WMP and provides Dudek's assessment of the comprehensiveness of that element within the WMP.

Below is a summary of the WMP elements as required by PUC §8387, including restating sections of the WMP where applicable.

8387(b)(2)(A): Responsibilities of Persons Responsible for Executing the Plan.

Under the direction of the Assistant General Manager for Generation Services, the plant managers are responsible for implementation and execution of the WMP with respect to their facilities. The NCPA dispatch center in Roseville has responsibility for the generator tie-in lines.

8387(b)(2)(B): Objectives of the Wildfire Mitigation Plan

The objectives of the WMP are to: minimize the probability that NCPA's system is the origin or contributing source for a wildfire ignition, improve the resiliency of the electric grid, specifically to reduce the likelihood of an interruption of service and an improvement in the restoration of service after an interruption, and to improve the effectiveness of their wildfire prevention strategies by modifying or replacing elements of their wildfire prevention program that are ineffective

8387(b)(2)(C): Prevention Strategies and Programs

NCPA's strategies to reduce wildfire risk include continuous evaluation and improvement of its programs and procedures: including NCPA's (1) facility maintenance program, (2) emergency operating procedures, (3) vegetation management programs, and (4) asset documentation programs. These programs include all details such as goals, objective, or percentage, monitor ongoing work, accomplishments, internal and external audits, and detailed reports. Additional programs such as coordination with CAL FIRE and wildfire prevention training for NCPA staff complement their core fire prevention programs. Attachment C in the WMP contains a table which describes identified risk drivers within NCPA service territory and preventative strategies implemented by the utility. The table includes controls NCPA has implemented to address each risk or risk driver listed.

8387(b)(2)(D): Metrics and Assumptions for Measuring WMP Performance

The NCPA WMP uses two metrics to measure performance of its wildfire mitigation measures: (1) number of fire ignitions, and (2) wires down events. Dudek has determined that these are appropriate metrics for this WMP.

8387(b)(2)(E): Impact of Previous Metrics on WMP

The metrics show zero incidents and indicate success; no WMP changes due to metrics.

8387(b)(2)(F): Reclosing Protocols

NCPA does not own or use automatic reclosers on its 230 kV within the scope defined in this WMP. This is a typical industry standard for distribution and transmission wires in rugged and remote terrain.

8387(b)(2)(G): De-energization Notification Procedures

In the event of active fire situations, NCPA may be directed by CAL FIRE to de-energize the lines for firefighter and/or aircraft protection. NCPA de-energization notification procedures depend on which lines and facilities are being de-energized. If the Hydro facilities and 230 kV lines are de-energized then NCPA personnel will work with CAL FIRE and their dispatch center in Roseville to notify fire fighters, NCPA facility

staff, PG&E, and NCPA members. For the geothermal facilities relies on PG&E to make the determination whether these facilities and their lines are to be de-energized. NCPA dispatch would communicate PG&E direction to NCPA personnel and NCPA members.

8387(b)(2)(H): Vegetation Management

NCPA has developed and implemented a Transmission Vegetation Management Program (TVMP) to establish the vegetation maintenance requirements for each facility to achieve reliability of its generation interconnection system. The NCPA document defines procedures for vegetation management. NCPA's TVMP is the plan for all types of vegetation associated with utility infrastructure, from the ground to the sky, which includes vegetation above and below electrical lines.

8387(b)(2)(I): Inspections

NCPA performs annual inspections of its transmission and distribution facilities in accordance with General Order 95 and General Order 165. Enhanced inspections are performed on the Collierville-Bellota 230 kV line including lidar vegetation flights, corona scans of insulators, infrared inspections of lines and equipment. In addition to its annual ground-based inspection, NCPA may augment inspections with aerial drone and/or helicopter surveys.

8387(b)(2)(J)(i): Risks and Risk Drivers Associated with Design and Construction Standards

Risks and risk drivers related to design, construction, operation, and maintenance include equipment/structure/facilities, object to wire or equipment contact, wire to wire contact, vehicle operations, vegetation clearing, and hot work. Attachment C in the WMP contains a table which describes identified risk drivers within NCPA service territory and preventative strategies implemented by the utility. The list includes risk drivers and risks related to design and construction standards.

8387(b)(2)(J)(ii): Risks and Risk Drivers Associated with Topographic and Climatological Risk Factors

Risks and risk drivers related to Topographic and Climatological Risk Factors include extended drought, vegetation type, vegetation density, weather, high winds, prevailing winds, terrain, changing weather patterns and communities at risk. Communities at risk is a design and construction standard and it is recommended that it is moved to that section. The plan discussed prevailing wind patterns in the service territory and the impact the winds have on the conductors. Also discussed is the impact that previous large fires in their service territory have on risks associated with topographic and climatological factors. Attachment C in the WMP contains a table which describes identified risk drivers within NCPA service territory and preventative strategies implemented by the utility. The list includes risk drivers and risks related to topographic factors within NCPA's service territory.

8387(b)(2)(K): Geographical Area of Higher Wildfire Threat

To identify the areas of NCPA's service territory that are at an elevated or extreme risk of power line-ignited wildfire, NCPA has incorporated the High Fire-Threat District into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

8387(b)(2)(L): Enterprise-wide Safety Risks

NCPA regularly evaluates enterprise safety risks, which include severe operating conditions and contingencies. NCPA also performs regular analysis of risks to improve the ability to manage these risks effectively.

8387(b)(2)(M): Restoration of Service

After a de-energization event, NCPA will restore service in coordination with PG&E's restoration efforts. NCPA will follow PM-201 and Geothermal Facilities Maintenance Procedure (GEO-646) which specifically address restoration for Hydro and Geothermal facilities respectively.

8387(b)(2)(N)(i): Monitoring and Auditing WMP Implementation

The WMP is presented to the NCPA Commission on an annual basis along with the metrics and a summary of updates.

8387(b)(2)(N)(ii): Identifying and correcting WMP deficiencies

NCPA may correct deficiencies and implement plan improvements as needed. Improvements will be documented in the annual report to the NCPA Commission.

8387(b)(2)(N)(iii): Monitoring and Auditing the effectiveness of inspections

NCPA uses General Orders 95 and 165 as guides to inspect its electric supply system. The effectiveness of ground inspections is typically monitored by 'ride-a-longs' performed by NCPA staff and CAL FIRE staff with inspection personnel. Independent professionals are contracted to review lidar data and other inspection data that is collected remotely.

6 Wildfire Safety Advisory Board Recommendations

The Wildfire Safety Advisory Board produces guidance documents for publicly owned utilities annually. These documents describe elements that should be revised or expanded in future WMPs to better organize the plan, clarify where PUC required information can be found, and to provide a more comprehensive description of the utility's wildfire prevention programs. Dudek reviewed the WSAB most recent guidance document and compared contents of the NCPA's 2022 WMP to each recommended element.

1. Plan Structure, Staffing, and Evaluations

A. Context Setting Information: The WSAB recommended that POU's use an upfront table that contains information about the utility including number of customers, the size of its service areas, the service area within a high fire threat area, asset mix, and more. The intent was to provide a reviewer of the plan with a plain and accessible summary of the utility. The WSAB provided a template for this table in 2021. **NCPA's WMP uses the WSAB template and has the completed table in the Overview section of their plan.**

B. General WMP Objectives: Many POU's use two general objectives; 1. Minimizing sources of ignition and 2. Improving the resiliency of the grid. These are valid objectives but the WSAB believes that they may lead

to limited approach by a utility to wildfire prevention. The WSAB recommends that POU's take a broader approach to their objectives and consider objectives that mitigate other risks associated with wildfire such as minimizing wildfire spread. **NCPA's WMP objectives include these two general objectives; however, their WMP does describe wildfire prevention programs that go beyond minimizing new ignitions and hardening their equipment against wildfire. For example, their vegetation management program TVMP inspects and manages surface vegetation near their assets as well as trees near their power lines.**

C. Staff Responsibilities and Approval Protocols: The WSAB requested that future WMPS include additional context information regarding the public input and approval processes for the WMP of each POU. **The WMP contains a description in the Overview section of the NCPA's WMP approval process that begins with a presentation of the WMP to the NCPA Facilities Committee for comment, then is routed for final approval to the NCPA Commission, public meeting and NCPA commission meeting. Past WMP's are available on the NCPA website.**

D. Metric Development and Evaluation: Many POU's use two basic metrics; 1. New ignitions and 2. Wires down. These are valid metrics but the WSAB recommends that POU's consider adding or replacing these metrics with ones that better apply to their service territory and metrics that show progress towards an outcome as opposed to a metric that shows the outcome. **The WMP contains the two basic metrics, and these are relevant metrics to the NCPA's assets. NCPA is evaluating adding a third metric to evaluate the effectiveness of their plan in reducing the risk posed to their wires by fire weakened trees and slopes. The NCPA does track their two current metrics and the results are published in the WMP.**

2. Grid Design, System Hardening, Operations and Inspections:

A. In 2021 the WSAB requested POUs answer several questions about their system design and construction. The questions: 1. Are there design or construction issues related to the utility's specific topography or geographic location that the Board should be aware of? 2. How will the utility address risks associated with facilities requiring power that about a Tier 2 or Tier 3 HFTD? 3. How does the utility assess its risks associated with system design and construction? 4. In what areas does the utility consider going above and beyond G.O. 95 or other General Order standards related to design and construction? **Chapter 5 Section A of the WMP provides general overview to these four questions, followed by a description of several example programs NCPA has incorporated on their transmission and generation assets.**

B. The WSAB observed that the many POU WMPs state that they meet or exceed the CPUC GO 95 standards for their inspections. The WSAB comment is that the WMPs do not state if the POU are meeting the minimum standards of GO 95 or exceeding it where circumstances merit it. The WSAB is recommending that WMPs include a description of whether their inspection programs go beyond the GO 95 standards, why they do, and how they do. **The NCPA's WMP does not use the statement "meet or exceed" and the plan does describe the inspections it performs on its assets that exceed the requirements of GO 95 including how they exceed the standard. The reasons for the inspections that go beyond the CPUC standards are summarized in the WMP with references to the NCPA documents or policies with more detailed explanations**

C. The WSAB would like POUs to include in their WMPs a description of the new ideas or enhanced protocols the utility is considering in the design, building, and maintaining their system to mitigate the wildfire risk in the future. **The WMP includes descriptions of the ongoing improvements to NCPA assets (upgrading**

equipment on their power lines) and enhancements they are making to their inspection process by upgrading frequency or the scope of inspections or where they are incorporating new techniques, such as using UAVs.

3. Vegetation Management and Inspections:

The WSAB requested that POUs describe their vegetation management practices and evaluate their impact on reducing wildfire related risk as well as the ecological impacts of the treatment options chosen. The NCPA's WMP provides a general description of their vegetation management program and references their TVMP. The TVMP contains a detailed description of the utility's vegetation practices including what types of vegetation are treated, where they treated, and how often. The WMP also describes how their vegetation management standards exceed the GO 95 and which standard they use as their guidelines for their enhanced vegetation management program (CAL FIRE Power Line Fire Prevention Field Guide).

7 Comparison of Industry Standards to the Operations and Equipment in use by the Northern California Power Agency

Dudek compared operational procedures and equipment used by the NCPA to mitigate wildfire risk in their service territory with mitigation measures in approved Wildfire Mitigation Plans from a similar utilities and electrical industry standards.

Avian Deterrents

The NCPA has installed avian deterrents and anti-nesting cones on its 230 kV Collierville-Bellota line, a 40-mile-long transmission line that traverses remote and mountainous terrain. Large birds are a common hazard for power line poles and towers, installing these devices on the towers along this line prevents large birds from using the towers as perches and nesting sites. This is a typical industry practice and a CALFIRE recommended practice to prevent equipment failure and wildfire ignitions due to electrocuted birds or the accumulation of bird droppings on electrical equipment.

Insulator Replacement

The NCPA has upgraded the insulators on its 230 kV Collierville-Bellota line, a 40-mile-long transmission line that traverses remote and mountainous terrain. The line is over 30 years old, and the insulators were replaced as part of a larger program to improve the safety and reliability of the line. This is a typical industry practice and replacing aging insulators reduces the risk of equipment failure, flash-over or arcing, or electrical current discharging into the ground through the pole.

Conductor Damping

The NCPA has installed mass dampers on its 230 kV Collierville-Bellota line, a 40-mile-long transmission line that traverses remote and mountainous terrain. Conductor damping is a typical industry practice to minimize wear or conductor fatigue near the hardware attachments. While this upgrade is not specific to preventing wildfire ignition it does reduce the risk of conductor or equipment failure, an event which could ignite a wildfire.

Disabling Reclosing Operations

The NCPA does not use automatic reclosers on its 230kV transmission line due to its location in rugged and remote terrain. This is a typical industry practice for both life safety and fire hazard reasons. In place of an automatic reclosers, NCPA coordinates re-energization of a tripped line with their dispatch office in Roseville, NCPA generation services, and PG&E. Lines are not re-energized until they have been visually inspected.

8 Conclusion

Dudek concludes that the Northern California Power Agency Wildfire Mitigation Plan comprehensively addresses all the applicable statutorily required elements for a Publicly Owned Utilities' WMP as specified in California Public Utilities Code Section 8387. Dudek finds that NCPA has taken reasonable actions to minimize the risk that its lines or equipment will cause a wildfire. Finally, Dudek finds that the NCPA has reviewed the guidance documentation provided by the WSAB and is incorporating recommended improvements to their WMP and their wildfire prevention programs.

Sincerely,



Jeremy Cawn
Fire Protection Planner/Urban Forestry Specialist

Attachment A: CPUC 8387(b)(2) Requirement Chart

2022			
2022 WMP Required Element per PUC Sec 8387(b)(2)	2022 NCPA WMP section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions
(A): An accounting of the responsibilities of persons responsible for executing the plan.	Sec. 3.A Utility Governance Structure. Generation Services Assistant General Manager.	Acceptable	
(B): The objectives of the wildfire mitigation plan.	Executive Summary and Sec. 1.B. Purpose of the WMP. 2. Goals.	Acceptable	
(C): A description of the preventive strategies and programs to be adopted by the local publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.	Sec. 5.A. Preventative Strategies and Programs. Sec. 5.C. Potential Climate Change Effects. Sec. 5.D. Potential Climate Change Risk Management Impacts.	Acceptable. Section 5 provides a comprehensive overview of the different wildfire prevention programs.	Section 5A. Any changes or updates to the maintenance projects and programs? Moved from 2021 to 2023 due to PGE... Section 5F. Any aerial drone or helicopter surveys worth noting? Geothermal Drone. NCPA works with Cal Fire to manage and phase maintenance work to the line. NCPA Update: Metrics reflect up to date. Good performance.
(D): A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions that underlie the use of those metrics.	Sec. 7.A. Metrics and Assumptions for Measuring Plan Performance.	Acceptable	
(E): A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	Sec. 7.B. Impact of Metrics on Plan.	Acceptable. Consider selecting a new metric that measures an element that could lead to a wildfire ignition, such as trees without adequate clearance or equipment malfunctions detected.	NCPA has implemented enhanced inspection processes for its distribution lines that include identification of hazard trees that although outside of the normal radius of VMP clearing, still may represent a fall in hazard to wildfire ignition if toppled. NCPA has added this metric to both the WMP and to the VMP.

2022			
2022 WMP Required Element per PUC Sec 8387(b)(2)	2022 NCPA WMP section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions
(F): Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.	Sec. 5.I. Reclosing Policy. Sec. 5.J. De-Energization. Sec. 5.J.1. Impacts to Public Safety.	Acceptable	
(G): Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall direct notification to all public safety offices, critical first responders, health care facilities, and operators of telecommunications infrastructure with premises within the footprint of potential de-energization for a given event.	Sec. 5.J.2. Customer Notification Protocols.	Acceptable.	
(H): Plans for vegetation management.	Sec. 5.F. Vegetation Management.	Section 5E. Any changes or updates to the Generation Services Common Procedure GS-305? Link. Acceptable. The WMP does a good job at describing general Veg Mgmt. The TVMP plan provides most of the required details to meet this sections requirements, consider adding elements of the TVMP to the WMP	NCPA added the following to Section 5.F: "Specific hazards addressed in the TVMP include identification of encroachment into the Clearance area (section 6.3.7), and additional inspection activities to identify deadfall and brush in the ROW that could provide fuel for wildfire spread (section 6.3.9). The TVMP also provides explicit direction to treat emergent conditions of a potential hazard as an immediate mitigation priority (section 6.4.4), including addressing extent of condition."
(I): Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	Sec. 5.G. Inspections.	Acceptable. The WMP does a good job of describing general inspection process. Details regarding the types of	

2022			
2022 WMP Required Element per PUC Sec 8387(b)(2)	2022 NCPA WMP section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions
(J): A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following: (i) Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric utility's or electrical cooperative's equipment and facilities. (ii) Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory.	Sec. 4. Wildfire Risks and Drivers. Sec. 4.A. Risks Associated with Topographical and Climatological Factors.	inspections performed and when they are performed would be beneficial. Acceptable. The WMP does a good job of describing general risks to the service territory both climate and terrain as well as operational and equipment. The risks specific to NCPA service territory are not described and it would be beneficial to add some NCPA specific risk drivers	NCPA has added to Section 4.A: "Risks specific to NCPA's generation facilities are tied to both residual fuel load (snags) from previous fires and potential soil instability caused by previous damage to area vegetation. These hazards are addressed by enhanced inspection techniques described in Section 5.F".
(K): Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high-fire threat district based on new information or changes to the environment.	Sec. 4.C. Changes to CPUC Fire Threat Map	Acceptable	
(L): A methodology for identifying and presenting enterprise wide safety risk and wildfire-related risk.	Sec. 4.B. Enterprise-wide Safety Risks.	Acceptable. Consider creating a section in the WMP that collects the enterprise wide safety elements described throughout the plan.	Attachment C has been added to provide an index of risks and their associated controls evaluations within the sections of the WMP.
(M): A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.	Sec. 7. Restoration of Service.	Acceptable	

2022			
2022 WMP Required Element per PUC Sec 8387(b)(2)	2022 NCPA WMP section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions
(N): A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following: (i) Monitor and audit the implementation of the wildfire mitigation plan. (ii) Identify any deficiencies in the wildfire mitigation plan or its implementation, and correct those deficiencies. (iii) Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, other applicable statutes, or commission rules.	Sec. 7.C. Monitoring and Auditing the Plan. Sec. 7.D. Identifying and Correcting Deficiencies in the Plan. Sec. 7.E. Monitoring the Effectiveness of Inspections.	Acceptable	Updated: NCPA currently conducts ride-alongs with both Cal-Fire staff and internal NCPA staff.

Attachment B: WSAB Guidance Recommendations Chart

WSAB 2022 WMP Guidance Recommendations	2022 NCPA WMP section	2022		
		IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
the Board recommended use of an upfront template containing key information about a utility's service area, including size, number of customers, type of customers, basic topography and weather data, asset mix (in terms of underground versus overhead lines), and interaction with High Fire Threat Districts (HFTD) and Public Safety Power Shutoffs (PSPS).	Section 1	Fully completed.	n/a	Complete
An index that showed where each of the statutory requirements were addressed in the WMP	N/A	Add index table to WMP in suggested location	See Attachment A	Complete
The WSAB is encouraging POU's to <u>reevaluate</u> their WMP objectives to take a broader approach beyond the typical minimizing sources of ignition and improving resiliency of the grid.	N/A	The NCPA's describes the typical objectives of minimizing ignitions and improving resiliency of the grid in their WMP.	See Attachment B	Complete
Describe the vegetation management practices and evaluate their impact on reducing wildfire related risk, as well as the ecological impact of the treatment options chosen	Section 5	The WMP provides a general overview of the NCPA's program. The details the WSAB is looking for are found in the TVMP plan.	See Attachment B	Complete

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WSAB 2022 WMP Guidance Recommendations	2022 NCPA WMP section	2022		
		IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
Information about the installation of and use of situational awareness technologies to better understand wildfire risk drivers, particularly through collaborative activities and shared data.	N/A	There is no description in the WMP about the installation or use of situational awareness technology in NCPA's service territory.	See Attachment B	Complete
Information about facilities that would not be directly subject to the protocols of the CPUC's G.O. 95 due to their construction prior to the G.O. first being adopted.	Section 5	The WMP does not specifically identify facilities that are not subject to GO 95. NCPA applies wildfire prevention strategies to all their assets in high fire threat areas	See Attachment B	Complete
The WSAB would also like information about any circumstances where the G.O. 95 standards are not followed, and what replaces them and why.	Section 5	NCPA vegetation management program follows the stricter CAL FIRE guidelines for vegetation maintenance along the interconnects between generation facilities.	See Attachment B	Complete
Are there design or construction issues related to the utility's specific topography or geographic location that the Board should be aware of?	N/A	Section 4 contains a general overview of risk drivers present but no specific terrain or location issues are discussed.	See Attachment B	Complete
How will the utility address risks associated with facilities requiring power that about a Tier 2 or Tier 3 HFTD?	N/A	Not specifically addressed in the WMP	See Attachment B	Complete

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WSAB 2022 WMP Guidance Recommendations	2022 NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
How does the utility assess its risks associated with system design and construction?	Section 4 & 5	The WMP has a general overview of how NCPA evaluates its assets based on the identified wildfire risk drivers.	See Attachment B	Complete
In what areas does the utility consider going above and beyond G.O. 95 or other General Order standards related to design and construction?	Section 5	In the Facility Maintenance Program of section 5 the WMP describes the upgrades under consideration to the tie-in and transmission	See Attachment B	Complete
WMP Metrics measure something that is helpful for progress when met as expected, and when not meeting the metric creates tension for improvement.	Section 7	The WMP uses the basic metrics of new ignitions and wires down. These metrics are appropriate to NCPA's service territory. It is recommended that NCPA choose a new metric or replace one of the existing metrics that shows the utility's progress toward reducing wildfire risk.	See Attachment B	Complete
the WSAB requested that WMPs include a small amount of additional context information regarding public input and approval processes for each utility.	Section 1	The WMP includes a short description of who approves the plan and that the plan is open for public review. A description of the approval process is not included in this WMP.	See Attachment B	Complete

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REVISION HISTORY

Version 1.0 - NCPA Commission approved on December 5, 2019 per Resolution 19-100

Version 1.1 – NCPA Commission approved on May 29, 2020 per Resolution 20-43. This WMP includes the qualified Independent Evaluators (IE) report in Appendix 2.

Version 1.2 – NCPA Commission approved on May 27, 2021 per Resolution 21-56. This WMP includes the qualified Independent Evaluators (IE) report in Appendix 3.

Version 1.3 – NCPA Commission approved on May XX, 2022 per Resolution 22-XX. This WMP includes the qualified Independent Evaluators (IE) report in Appendix 4.

ATTACHMENT A - PUC 8387 (B) REQUIREMENTS TABLE

Attachment A: Index of Required Element Location in WMP

2023 WMP Required Element per PUC Sec 8387(b)(2)	2023 NCPA WMP section
(A): An accounting of the responsibilities of persons responsible for executing the plan.	3.B., 3.C.
(B): The objectives of the wildfire mitigation plan.	1.B.
(C): A description of the preventive strategies and programs to be adopted by the local publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.	5.A., 5.B., 5.C.
(D): A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions that underlie the use of those metrics.	7.A.
(E): A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	7.B.
(F): Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.	N/A – NCPA does not own or use automatic reclosers on its 230 kV lines (5.H.)
(G): Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall direct notification to all public safety offices, critical first responders, health care facilities, and operators of telecommunications infrastructure with premises within the footprint of potential deenergization for a given event.	5.J.2.

(H): Plans for vegetation management .	5.E.
(I): Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	7.E.
(J): A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following: (i) Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric utility's or electrical cooperative's equipment and facilities. (ii) Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory.	(J): 4 (i): 4.B. (ii): 4.A.
(K): Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high-fire threat district based on new information or changes to the environment.	N/A – At this time, NCPA does not identify any needed changes to the current boundaries as identified in current maps included in Appendix 1 – Fire Risk Assessment Maps.
(L): A methodology for identifying and presenting enterprise wide safety risk and wildfire-related risk.	4.B.
(M): A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.	7.
(N): A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following: (i) Monitor and audit the implementation of the wildfire mitigation plan. (ii) Identify any deficiencies in the wildfire mitigation plan or its implementation and correct those deficiencies. (iii) Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, other applicable statutes, or commission rules.	(i): 7.C. (ii): 7.D. (iii): 7.E

ATTACHMENT B – WSAB RECOMMENDED ELEMENTS TABLE

Table 2: Index of WSAB Recommended Element Location in WMP

2023 WSAB Recommended Elements	2023 NCPA WMP section
(A): The WSAB has requested that public owned utilities include a table that describes each of the PUC requirements and where each requirement can be found in the WMP. This table should be incorporated into the WMP as Attachment A.	The table describing how each of the PUC requirements have been addressed by NCPA's WMP has been added as Attachment A
(B):The WSAB has requested that publicly-owned utilities re-evaluate their general WMP objectives to take on a broader approach that goes beyond minimizing ignitions. It is recommended that NCPA re-evaluate their objectives for the following strategies: objectives that minimize the risk of fire spread or intensity and objectives that allow NCPA to restore services/return to full capacity after a wildfire spreads impacts their assets.	NCPA has evaluated and updated its strategies in section 5.A. of the WMP to address methods of minimizing the risk of fire spread. The strategies for restoration of services contained in section 5.H. of the WMP have been evaluated and will not be revised at this time based on the minimal impact to customers related to potentially delayed restoration of service.
(C): The WSAB has requested that future WMP's contain a description of the public input and approval process for the WMP. It is recommended that NCPA add a small paragraph describing the utility's public approval process for their plan and where the WMP is posted for review by the public.	A paragraph describing NCPA's public document accessibility, review and approval process, and method for incorporation of public comments into the WMP plan has been added to section 3.B. of the WMP.
(D): The board has recommended that public owned utilities re-evaluate their metrics to determine if they are useful for informing them on the effectiveness of the plan. It is recommended that NCPA consider adding a new metric or replacing an existing metric with a performance-based metric like equipment inspections or trees trimmed as well as another leading metric such as number of vegetation contacts with wires discovered or equipment faults detected.	NCPA has considered the recommendation to consider adding a new metric or replacing an existing metric with a performance-based metric. A residual risk is related to the potential for soil instability in areas previously affected by wildfire to result in a "fall in" by trees of sufficient height to contact Distribution lines. Section 7.A. has been updated to add this new metric.

<p>(E): The WSAB recommends that the Independent Evaluators report contain a comparison of the utility’s operations and equipment to relevant industry standards. It is requested that NCPA provide a list of specific operational practices and equipment that NCPA employs to reduce the risk of wildfire within the service territory.</p>	<p>NCPA has addressed specific equipment and operational practices to reduce the risk of wildfire within the service territory in section 5.A.of the WMP.</p>
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ATTACHMENT C – WILDFIRE RISK ELEMENTS AND CONTROLS

Table 3 – Index of Wildfire Risks and Controls Evaluations within the WMP

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Identify and Assess Wildfire Event Elements		Fuel	Ignition	Design Controls	Implement Controls	Evaluate Controls (WMP Section)
Tree contact or downed conductor during wind centered events	Dead limbs or trees contacting Distribution lines		X	Design and maintain Distribution and Transmission facilities in accordance with PG&E approved practices for wildland fire prevention. De-energize facilities when needed during high wind/red flag conditions.	PG&E Greenbook Design Standards, Public Safety Power Shutoff (PSS) documentation.	3.C. Wildfire Response, Communication and Recovery and 5.A.(4) Asset documentation.
			X	Identify and remove dead and dying trees or limbs from area adjacent to lines.		
Increased tree mortality	Trees encroaching on flashover distances to Transmission facilities		X	Identify and remove dead and dying trees from area adjacent to lines.	TUMP and Power Line Fire Prevention Field Guide (PLPFFG) in TUMP and PLPFFG	5.E. Vegetation Management 5.D. Tree Mortality
			X	Identify and remove encroaching trees. De-energize facilities upon CAL FIRE request.		
Fuses or conductors dropping molten metal	Fall-in trees resulting from landslides or trunk failures		X	Routine inspections and non-routine incidental observation.	PLPFFG, Sections 12-19.	5.I. De-Energization 5.B. Potential Climate Change Effects
			X	Use of non-expulsion type fuses in High Fire Risk Areas (HFRA), protection of Transmission and Distribution circuits in accordance with design standards, patrolling of lines prior to re-energization.		
Fuses or conductors dropping molten metal	Un timely fire department response		X	Emergency Action Plan (EAP) Training and Coordination with local agencies	PG&E Greenbook Design Standards, PPS, PM-201 & GEO-646 Annual tabletop EAP reviews with USFS, CAL FIRE, CHP, Calpine, BLM, LACOSAN, Calaveras, Tuolumne & Alpine County Sheriffs, CA Dept. of Parks & Recreation	3.C. Wildfire Response, Communication and Recovery; 5.A.(4) Asset documentation; 5.H. Reclaimer Policy and 7. Restoration of Service.
			X	Emergency Action Plan (EAP) Training and Coordination with local agencies		
Undetected equipment damage or failures	Uncoordinated wildfire response		X	Routine inspections and non-routine incidental observation	Regular patrols of Distribution lines, NERC FAC-003 Inspections in accordance with (IAW) NCPA procedure GM-305	5.A.(1) Facility Maintenance Program and 5.A.(2) Emergency Operating Procedures
			X	Personnel training and notification to Dispatch center for coordinated response.		
Staff unaware of wildfire risk or response	Extended timeframe for fire event recovery		X	Personnel training and seasonal awareness reminders.	EAP training for all field personnel. Monthly safety meetings	5.G. Fire Prevention, Safety, Emergency Response Training
			X	Leverage additional line personnel and resources via mutual aid agreements.		
Underbrush damage from fires; Vegetation stress or species changes	Lightening strikes		X	Routine inspections and non-routine incidental observation.	Routine patrols of Distribution lines, NERC FAC-003 Inspections in accordance with (IAW) NCPA procedure GM-305	3.F. Mutual Aid Agreements
			X	Awareness and response.		
Vehicles operating in dry vegetation areas	Vegetation clearing operations		X	Awareness and periodic personnel training.	EAP Coordination with CAL FIRE for wildfire ignition	5.C. Potential Climate Change Risk Management Practices
			X	Awareness and periodic personnel training.		
Hot Work	Undetected fire risk change		X	Awareness and periodic personnel training.	Monthly plant safety meetings	5.B. Potential Climate Change Effects
			X	Awareness and periodic personnel training.		
Protective device delayed clearing			X	Periodic review of fire risk categories.	TUMP and PLPFFG	5.A.(3) Vegetation Management Program
			X	Annual review of protective equipment calibration and testing records. Periodic (every 6 years) verification of protective device operating time IAW NERC FRC-005		
			X	Annual review of Wildfire Management Plan including Fire Hazard Zone classifications	GS-111 (Hot Work Procedure) and GS-114 (Welding Safety Procedure)	5.G. Fire Prevention, Safety, Emergency Response Training
			X	Annual review of Wildfire Management Plan including Fire Hazard Zone classifications		
			X	Annual review of Wildfire Management Plan including Fire Hazard Zone classifications	Annual review of Wildfire Management Plan including Fire Hazard Zone classifications	2.C. Identifying Unnecessary or Ineffective Actions; 4.C. Changes to CPUC Fire Threat Map and 7.C. Monitoring and Auditing the Plan.
			X	Annual review of Wildfire Management Plan including Fire Hazard Zone classifications		
			X	Annual review of Wildfire Management Plan including Fire Hazard Zone classifications	NCPA GS-304 Protection System Maintenance and Testing Program	5.A.(1) Facility Maintenance Program
			X	Annual review of Wildfire Management Plan including Fire Hazard Zone classifications		