



651 Commerce Drive
Roseville, CA 95678

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

Minutes

To: NCPA Facilities Committee

From: Cheryl Bolt

Subject: September 4, 2024, Facilities Committee Meeting Minutes

Call meeting to order & Roll Call – The meeting was called to order by Committee Chair Shiva Swaminathan (Palo Alto) at 9:02 am. Attending via teleconference were Alan Harbottle, Midson Hay and Ben Rings (Alameda), James “Bo” Sheppard (Biggs), Ross Pippitt (Gridley), Brad Wilkie (Lompoc), Mike Brozo (Plumas Sierra), Liem Nguyen (Port of Oakland), Kamryn Hutson (Redding), and Monica Nguyen (Santa Clara). Peter Lorenz (non-voting Rep. with TID). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Shasta Lake, and TID were absent. During Item 10, Terry Crowley (Healdsburg) joined the meeting. A quorum of the Committee was established at the time of roll.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. Approval of Minutes from the May 1, June 5, and July 3, and August 7, 2024, Facilities Committee meetings.

Motion: A motion was made by Brad Wilke and seconded by Shiva Swaminathan recommending approval of the minutes from the May 1, 2024, June 5, 2024, July 3, 2024, and August 7, 2024, regular Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas Sierra, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

3. All NCPA Facilities – Brenntag Pacific, Inc. First Amendment to MTS – Staff is seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc. for purchasing chemicals, extending the contract expiration date from October 14, 2024 to April 14, 2025, with no change to the original not to exceed amount of \$2,500,000, for continued use at all facilities owned and/or operated by NCPA.

NCPA entered into a five-year Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc. effective October 14, 2019, for use at all NCPA facilities. NCPA relies on chemicals purchased from the Supplier for ongoing operations. NCPA initiated the renewal agreement process in January 2024 and negotiations are still on-going. NCPA and Brenntag desire to amend the existing agreement expiration date from October 14, 2024, to April 14, 2025, to allow for continued chemical purchases until the renewal agreement is executed. NCPA has agreements in place for similar services with Airgas Specialty Products, Hill Brothers Chemical Company, Industrial Solutions, Northstar Chemical, Thatcher Company of CA, Inc. and Univar Solutions (pending).

Fiscal Impact: Upon execution, the total cost of the agreement will remain unchanged at not-to-exceed \$2,500,000 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.

A draft Commission Staff Report and agreement were available for review. LEC Plant Manager, Rafael Santana provided a presentation outlining this agreement. The Facilities Committee had no further questions and recommended placing this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Basil Wong. 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. ABSTAIN = Redding. The motion passed.

4. **All NCPA Facilities – Hill Brothers Chemical Company First Amendment to MTEMS – Staff** is seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task Agreement for purchase of Equipment, Materials, and Supplies with Hill Brothers to purchase and provide chemicals at all NCPA facilities, and to extend the expiration date from October 25, 2024 to April 25, 2025, with the not to exceed amount to remain unchanged at \$2,500,000, for continued use at any facilities owned and/or operated by NCPA.

NCPA entered into a Five-Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company, effective October 25, 2019, to provide chemicals at all NCPA facilities. NCPA relies on chemicals purchased from the Supplier for ongoing operations. NCPA initiated the agreement renewal process in January 2024 and negotiations are still on-going. NCPA and Hill Brothers desire to amend the existing agreement expiration from October 25, 2024 to April 25, 2025 to allow for continued chemical purchases until the renewal agreement is completed. NCPA has agreements in place for similar services with Airgas Specialty Products, Brenntag Pacific, Inc., Industrial Solutions, Northstar Chemical, Thatcher Company of CA, Inc., and Univar Solutions (pending).

Fiscal Impact: Upon execution, the total cost of the agreement will remain unchanged at not-to-exceed \$2,500,000 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.

A draft Commission Staff Report and agreement were available for review. LEC Plant Manager, Rafael Santana provided a presentation outlining this agreement. The Facilities Committee had no further questions and recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Basil Wong and seconded by Shiva Swaminathan. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

- 5. All NCPA Facilities – Thatcher Company of California, Inc. First Amendment to the MTEMS** – Staff is seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task Agreement for purchase of Equipment, Materials, and Supplies with Thatcher Company of California, Inc. for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the expiration date from November 25, 2024 to May 25, 2025, with the not to exceed amount to remain unchanged at \$2,500,000, for continued use at any facilities owned and/or operated by NCPA.

NCPA entered into a five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc. effective November 25, 2019, for use at all NCPA facilities. NCPA relies on chemicals purchased from the Supplier for ongoing operations and has initiated the renewal agreement process in January 2024, and negotiations are still on-going. NCPA and Thatcher Company of California, Inc. desire to amend the existing agreement expiration from November 25, 2024, to May 25, 2025, to allow for continued chemical purchases until the renewal agreement is completed. NCPA has agreements in place for similar services with Airgas Specialty Products, Brenntag Pacific, Inc., Hill Brothers Chemical Company, Industrial Solutions, Northstar Chemical and Univar Solutions (pending).

Fiscal Impact: Upon execution, the total cost of the agreement will remain unchanged at not-to-exceed \$2,500,000 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.

A draft Commission Staff Report and agreement were available for review. LEC Plant Manager, Rafael Santana provided a presentation outlining this agreement. The Facilities Committee had no further questions and recommended to place this item on the Commission Consent Calendar

Motion: A motion was made by Jiayo Chiang and seconded by Basil Wong. 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. ABSTAIN = Redding. The motion passed.

- 6. All NCPA Facilities – Matheson Tri-Gas, Inc. MTEMS** – Staff is seeking a recommendation for Commission approval of the First Amendment to the Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies, for CEMS gases purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the contract expiration date from October 24, 2024 to April 24, 2025 and amending the self-insured retention amount from not more than \$500,000 to not more than \$2,000,000, with the not to exceed amount to remain unchanged at \$1,000,000, for continued use at any facilities owned and/or operated by NCPA.

NCPA entered into a five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc. effective October 24, 2019, for use at all NCPA facilities. NCPA relies on CEMS gases from the Supplier for ongoing operations. NCPA initiated the renewal agreement process in March 2024 and negotiations are still on-going. NCPA and Matheson Tri-Gas, Inc. desire to amend the existing agreement expiration from October 24, 2024, to April 24, 2025, to allow for continued CEMS gases purchases until the renewal agreement is completed. Additionally, Matheson Tri-Gas, Inc. desires to amend the self-insured retention amount from not more than \$500,000 to not more than \$2,000,000. NCPA has agreements in place for similar services with Airgas USA, LLC (GEO only) and North Bay Gas.

Fiscal Impact: Upon execution, the total cost of the agreement will remain unchanged at 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.

A draft Commission Staff Report and agreement were available for review. LEC Plant Manager, Rafael Santana provided a presentation outlining this agreement. The Facilities Committee had no further questions and recommended to place this item on the Commission Consent Calendar

Motion: A motion was made by Basil Wong and seconded by Shiva Swaminathan. 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. ABSTAIN = Redding. The motion passed.

7. **All NCPA Facilities – Southern Counties Lubricants, LLC. MTGSA-EMS –** Staff is seeking a recommendation for Commission approval of the Five-Year Multi-Task General Services Agreement and Purchase of Equipment, Materials and Supplies between NCPA and Southern Counties Lubricants, LLC, in an amount not to exceed \$1,500,000, for use at all facilities owned and/or operated by NCPA.

NCPA currently has an agreement in place with Southern Counties Lubricants, LLC, which is expiring. NCPA has utilized this vendor in the past and has a good working relationship with the 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 projects. NCPA has agreements in place for similar services with Westgate Petroleum Company, Inc., Nick Barbieri Trucking LLC dba Redwood Coast Fuels, and Valley Pacific Petroleum Service, Inc.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

A draft Commission Staff Report and agreement were available for review. GEO Plant Manager, Jim Beach provided a presentation outlining this agreement. The Facilities Committee had no further questions and recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Basil Wong and seconded by Brian Schinstock. 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. ABSTAIN = Redding. The motion passed.

8. **All NCPA Facilities – MP Environmental Services, Inc. MTGSA –** Staff is seeking a recommendation for Commission approval of the First Amendment to the Five Year Multi-Task General Services Agreement between NCPA and MP Environmental Services, Inc., increasing the not to exceed amount from \$3,000,000 to \$4,000,000, with no change to the agreement terms and conditions, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at all facilities owned and/or operated by NCPA.

NCPA entered into a five-year Multi-Task General Services Agreement with MP Environmental Services, Inc., effective November 19, 2020, for an amount not to exceed \$3,000,000, for use at any facilities owned and/or operated by NCPA. This agreement has been primarily used by NCPA's Geothermal Facility for sulfur hauling and bin rental services and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from \$3,000,000 to \$4,000,000 to ensure

sufficient funds are available for the remainder of the contract term. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA. NCPA has an agreement in place for similar services with Gifford's Backhoe Services, Ancon Marine dba Ancon, Republic Services, Inc. dba Advanced Chemical Transport, LLC dba ACTenviro.

Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will increase from \$3,000,000 to \$4,000,000 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.

A draft Commission Staff Report and agreement were available for review. GEO Plant Manager, Jim Beach provided a presentation outlining this agreement. Santa Clara asked if there were any particular reason why we have been using this vendor more than expected, which Jim replied that MP Environmental has been actively providing services on the Cooling Tower project and was also able to supply services with some needed hydro-blasting. Jim stated that this vendor has been akin to a "one stop shop" for some of the required work needed at the plant. This item was recommended to be placed on the Commission Consent Calendar.

Motion: A motion was made by Basil Wong and seconded by Brad Wilke. 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. ABSTAIN = Redding. The motion passed.

9. **All NCPA Facilities, Members, SCPPA – Hometown Connections, Inc., MTCSA** – Staff is seeking a recommendation for Commission approval of Five-Year Multi-Task Consulting Services Agreement between NCPA and Hometown Connections, Inc. in an amount not to exceed \$1,000,000 for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members

Hometown Connections, Inc. (HCI) is a national, non-profit utility services organization specializing in the unique challenges of community-owned utilities. Their team of consultants and vendor partners who help utilities streamline business processes, enhance customer service, improve security, and develop plans for the future. Serving community-owned utilities of every size and type, HCI provides products and services to develop all areas of the utility business, including operations, cybersecurity, business strategy, customer care, finance, workforce, and technology. The services offered can be used at facilities owned and/or operated by NCPA, NCPA Members, SCPPA, or SCPPA Members. NCPA has an agreement in place for similar services with Bell Burnett & Edwards, Katama Technologies, and AESI.

Fiscal Impact: Upon execution, the total cost of the agreement shall not exceed \$1,000,000. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

A draft Commission Staff Report and agreement were available for review. Admin. Services CFO, Monty Hanks provided a presentation outlining this agreement. Santa Clara noted that the not to exceed amount seemed low for a five-year agreement. Monty stated that while there has not been much interest since 2021, many members have tapped into the strategic planning services that HCI offers. This item was recommended to be placed on the commission Consent Calendar.

Motion: A motion was made by Brad Wilke and seconded by Basil Wong. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas Sierra, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

10. CY 2025 NCPA Capacity Pool – Staff is seeking a recommendation for Commission approval approving the CY 2025 NCPA Capacity Pool Rates as presented herein, for use in the CY 2025 NCPA Capacity Pool annual and monthly transactional process.

Each Pool Member has established a Resource Adequacy Program that works in conjunction with the CAISO Resource Adequacy Program, and to enable efficient transfers of Resource Adequacy Capacity between the Pool Members, NCPA developed the Capacity Pool that is fully described in the Pooling Agreement Schedule 4. Pursuant to Section 3.8 of Pooling Agreement Schedule 4, capacity pricing for system, local area and flexible capacity will be developed annually, and will be established pursuant to Commission adoption and approval.

Power Management AGM, Tony Zimmer presented to the Committee a presentation outlining the proposed CY25 Capacity Pool Rates. It was presented that each year, each pooling member needs to establish rates. Tony further explained that capacity rates fluctuate during summer peak months and the proposed rates reflect these trends.

Motion: A motion was made by Brad Wilke and seconded by Shiva Swaminathan. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Plumas Sierra, Port of Oakland. ABSTAIN = Redding, Roseville, Santa Clara. The motion passed.

INFORMATIONAL ITEMS

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

NCPA staff provided an update regarding the status of the NCPA's Renewables RFP's. NCPA staff reviewed the following projects regarding ongoing efforts / activities for the projects that are currently under review as part of the NCPA Renewable RFP evaluation process:

- Vine Hill 1 solar project: NCPA has entered into a Letter of Intent with BREG and is now working on developing a draft Power Purchase Agreement (PPA) for the developers review and consideration
- Terra-Gen Discovery (Index + PPC 1): NCPA is currently discussing development of a Letter of Intent to enable NCPA to engage in active PPA negotiations with Terra-Gen. Terra-Gen is currently working to confirm supply for the subject offer
- Las Cama (solar + BESS): NCPA has provided a draft Letter of Intent to EDPR for their consideration and review. EDPR is actively reviewing the draft Letter of Intent, and once complete will provide feedback to NCPA. EDPR is currently considering certain details related to assignment of deliverability to the project
- Maestro (solar + BESS): NCPA has provided a draft Letter of Intent to Clenera for your consideration and review. Clenera is actively reviewing the draft Letter of Intent, but there are certain questions as to the eligibility of the project to be studied in the CAISO Cluster 15 process; pending such there is a chance this project may not advance
- Trolley BESS: NCPA has entered into a Letter of Intent with Aypa and is now working on developing a draft Power Purchase Agreement (PPA) for the developer's review and consideration
- Wildcat (Solar + BESS): NCPA has scheduled additional follow up meetings with the developer to perform further due diligence on the Wildcat project

Pending feedback received from each of the developers as described above, NCPA staff will provide a subsequent update to the Members at the next scheduled Facilities Committee meeting.

12. NCPA Disaster Recovery Center Update – NCPA Staff provided the Committee an update on the project status of the Disaster Recovery Center.

Highlights of the DRC updates as follows:

- Public Works Project bid package was published on August 8, 2024
- Mandatory Bid meeting held on August 16, 2024, wherein four contractors were in attendance: DPR, Unger, Roebbelen, and Yan-Con. All four contractors have remained engaged throughout the bidding process submitting RFI's and engaging with their sub-contractors
- Bid packages/Bid opening is scheduled for September 9, 2024, at 2 pm
- Notice of Award, if issued, will be on/about Monday September 30, 2024. Successful bidder to have 10 calendar days to execute the agreement and provide necessary bonds
- Special Facilities meeting scheduled tentatively for September 17, 2024. Staff Reports/Resolution meeting materials to be presented in this meeting
- Permits have been submitted to Sac County and Sac Metro Fire on July 15, 2024. Lionakis reviewing and addressing Sac County comments. Plan review from Sac Metro Fire to reconcile deficiency once the GC is selected
- March 31, 2025 - Project completed without any change orders is anticipated to be on or before this date
- Contractors have communicated concerns with the Tier 4 compliance generator delivery and installation date

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

HYDRO: - Collierville had a busy month. The 230kv Line #2 repairs were completed.

- Hydrology – NSM Reservoir had a 11,069 af decrease (7%) month over month and is at 81% capacity
- New Spicer - There was a significant crack in unit 1 runner, which is visually inspected annually. Currently working on a repair specification (Unit 1 runner weighs about 2,200 lbs)
- Spicer Unit 3 outage due to be completed next week
- Beaver/North Fork Reservoir work - CADFWS will be observing the 3rd week of September

Key Projects Updates

- Calaveras Hydro project performance for August: Collierville PH 98% availability and New Spicer Meadows PH at 100%
- DOE: Maintaining/Enhancing Hydro Incentive Program – Received notice of eligibility March 11, 2024, but not a guarantee of selection for funding. There will be six projects selected pending notification of funding decision later spring 2025.
- McKays 17kv ROW – Vegetation management completed.
- Preparing for annual Collierville outage
- FERC and DSOD upper project inspections / Submitted FERC pre-inspection preparation report for Spicer and McKays
- McKays Sediment Removal Project – Carson Hill Mine as a location to move sediments withdrew from further consideration. Making progress on a plan for sediment placement on private lands.

Geo – The average net generation for the month of August was 75.8 MW. The total net generation was 56.4 GWh. CY 2024 net generation goal = 640.8 GWh. 2024 forecast net

generation = 381.8 GWhrs.YTD. The 2024 actual net generation = 393.4 GWhrs YTD which is 3.0% above the forecast.

Plant 1 Unit 2 high vibration trip root cause is ongoing. Seal groove initial clearances could be adequate, however variations in the installation technique allow the caulking and seal to liberate. Validation will be complete this week. 64 seals replaced during the outage. A new installation method of the seal groove clearance will reduce the initial gap from 0.017 to 0.001. Availability of the caulking wire is an issue. Seven to eight weeks out for receiving new style (304 stainless). Outage dates may be pushed into October/November because of the availability of the caulking wire. Santa Clara inquired if vendor RTS is taking responsibility for the incorrect caulking wire issue. Jim advised that this issue is being tracked separately outside of the original funding.

Key Projects Updates

- U2 Steam strainers and main steam lines inspected and cleaned
- Plant 1 – U1 Cooling Tower project is 60% complete
- Plant 2 – Fire system alarm annunciators project to start September 12, 2024
- Plant 2 – MCC 480V Project. Engineer has been awarded/Install in 2025
- Plant 2 – Cooling Tower Fans & Stairs – FY 2024/2025 – Fans ordered in June
- SEGE Air Compressors – Air Comp and Misc. Parts were ordered in June
- Plant 1 – Unit 1 Cooling Tower Fill – Started in July – Progress is 60%
- Plant 2 – Underground Storage Tank – FY 2025 – Working with Eng. firm
- WAPA 230KV and 21KV Line inspections (Lakeville and Fulton) - Completed in Aug and awaiting final report
- BLM GEO Steam Lease Renewal – In progress and will be presented during Oct. Facilities & Commission
- SEGE Control system (JEGO Project) – Tentative start Sep. 16th. Completed FAT testing last week

CTs – CT1 had 10 Ghost starts and 20 actuals of 23 forecasted. FYTD total is 70 starts. CT2 had 0 Ghost starts of 18 forecasted. FYTD total is 20 starts.

▪ Unit Outages

CT1 Lodi –

- 8/8/24 @ 1100 through 1300, CT1 Lodi forced outage for comms upgrade. Added Anira cellular back up for comms. OMS 16279827
- Exceptional dispatch on 8/8/24, unit forced out from 1900 through 1930. Diesel starting engine clutch did not engage. Sent an operator to site, unit was test fired and clutch engaged properly. Unit returned to service. OMS 16091108
- On 8/9/24, unit forced out from 0100 through 2100. During cooldown, the ratchet motor mechanism got stuck at extended range and wouldn't disengage. Found ratchet motor hydraulic relief valve was lifting early @ 200psi vs 1200psi. Tech's removed, cleaned and reset lifting relief pressure. The unit was tested and returned to service. OMS 16318037

CT1 Alameda U1/U2 -

- 8/17/24 @ 1100 through 8/18/24 @ 1941, NCPA received a call from AMP wanting to force both units out for emergency work on 115Kv line. Trimming of trees affecting the line and found arcing on insulators which needed cleaning. OMS 16394306 & 16394309
- **CT2** – Forced outage on 8/1/24 from 1700 through 1845, GT failed to ignite several times. Tech's investigated why it wasn't firing, after a while, it was noticed that an O ring was bulging out from the solenoid that activates the gas valve. Replaced O ring and unit ran successfully. OMS 16229378 & 16229557

CT1 Lodi Run Hours

- YTD hours 100.27 of 200 Allowed (based on calendar year)

CT1 Alameda Diesel Hours

- U1= 5.80 hrs. of 42 (during any consecutive 12-month period)
- U2= 3.17 hrs. of 42 (during any consecutive 12-month period)

Safety

- No issues reported

Environmental

- CT2 Retest for RATA emissions testing, on 8/7 testers made an error and collected emissions data in the wrong interval 22min vs 30min. Completed RATA on 8/28

Staff reviewed the CAISO Commitment Runs for August 2024, and there were no further questions from the Committee.

14. Planning and Operations Update – Assistant General Manager, Power Management, Tony Zimmer provided a presentation outlining the following items for discussion. The Facilities Committee had no further questions.

- **Resource Integrations**
 - Lodi Strategic Reserve Resource – Pending COD
 - Sagebrush BESS – Aug 2024
 - Scarlett II – Nov 2024
 - Other PV / BESS integrations
- **Summer Readiness Activities**
- **Resource Development**
 - ZWEDC – negotiations complete
 - Grace Solar Project – negotiations complete
 - NCPA Renewable RFP – Under Review
- **Ongoing daily operational activities**

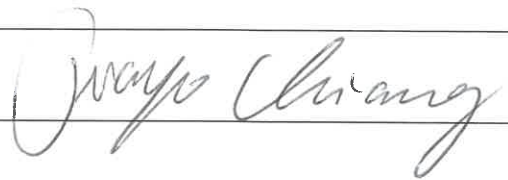


17. Next Meeting – The next regular Facilities Committee meeting is scheduled for October 4, 2024.

ADJOURNMENT

The meeting was adjourned at 12:14 pm by the Committee Chair.

**Northern California Power Agency
September 4, 2024 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	

**Northern California Power Agency
September 4, 2024 Facilities Committee Meeting
Attendance List**

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

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651 Commerce Drive
Roseville, CA 95678

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

Minutes

To: NCPA Facilities Committee

From: Cheryl Bolt

Subject: September 17, 2024, Special Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Shiva Swaminathan (Palo Alto) at 9:04 am. Attending via teleconference were Alan Harbottle, Midson Hay and Ben Rings (Alameda), James “Bo” Sheppard and Josh Cook (Biggs), Elisa Arteaga (Gridley), Jiayo Chiang and Melissa Price (Lodi), Brad Wilkie (Lompoc), Shiva Swaminathan and Vicente Rios (Palo Alto), Liem Nguyen (Port of Oakland), Nick Rossow (Redding), Basil Wong (Santa Clara), Peter Lorenz (non-voting Rep. with TID), and Cindy Sauers (Ukiah). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Plumas Sierra, Shasta Lake, and TID were absent. A quorum of the Committee was established at the time of roll call.

PUBLIC FORUM

No public comment.

DISCUSSION / ACTION ITEMS

2. **NCPA Dispatch and Scheduling Center – 5034 Sunrise Blvd. Tenant Improvement Project** – Staff provided an update on the project and is seeking a recommendation for Commission approval of the NCPA Dispatch and Scheduling Center – 5034 Sunrise Blvd. Tenant Improvement Project and delegating authority to the General Manager or his designee to enter into a Construction Agreement with DPR Construction, approve contract change orders with DPR Construction as needed (not to exceed the project contingency), award bids and issue purchase orders for Dispatch consoles and furniture for offices, workstations, conference room, and breakroom in accordance with NCPA purchasing policies and procedures. Award bids and purchase orders for the decommissioning of the Citrus Heights Disaster Recovery Center, without further approval by the Commission, for a total not to exceed amount of \$4,320,872.

Fiscal Impact: The cost of the project shall not exceed \$4,320,872. Further breakdown of project costs were reviewed with the Committee during the presentation.

A draft Commission Staff Report was available for Committee review. NCPA Facilities Manager, Jonathan Ashcraft provided a presentation outlining the current status of the project. Jonathan answered inquiries related to ADA obstacles associated with the property grade as it relates to the property entry point and potential delivery issues with the generator. Project completion (without change orders) is estimated on or before March 31, 2025.

Project Update Highlights

- NCPA Staff published the Public Works Project bid package on Aug. 8th, 2024
- Mandatory bid meeting was Aug. 16th, 2024. There were four contractors in attendance, DPR, Unger, Roebbelen, and YanCon
 - All four contractors have remained engaged throughout the bidding process submitting RFI's and engaging with their sub-contractors
- Bid packages were due on Sept. 9th at 2:00 pm
- Bid Opening occurred on Sept. 9th at 2:02pm at HQ
 - NCPA opened three bid packages, with Roebbelen Contracting Inc. announced as the apparent bid based upon the lowest pricing of \$2,222,191
 - After NCPA staff reviewed the bid packages for responsiveness, the team determined that the "Apparent Low Bidder", Roebbelen Contracting Inc, was non-responsive as they did not assign a dollar amount for the Subcontractors, and did not show dollar amounts or notes under bid form categories: 12) Communications and Data, 13) Security, and 14) Safety
 - The lowest responsive bidder is DPR Construction Inc. in the amount of \$2,620,000

Permitting Status Updates

- The building and fire permits were submitted to Sacramento County and Sac. Metro Fire on July 15, 2024
- Plan review notification from Sacramento County received on August 20, 2024 by Lionakis
 - Lionakis is engaged with the Planning Department in addressing the comments
 - Lionakis to engage on ADA-Accessible path of travel, we may have to submit a "hardship" exception, which was a consideration early in the project
 - County engineering has requested structural calculations to justify the added load for the mini-split condensers on the roof. Lionakis performed a truss survey to provide the roof load calculations to the county
- Lionakis received a review notification from Sacramento Metro Fire. Deficiencies will be cleared once a G.C. is selected and submits a construction fire plan
- Lionakis to resubmit to plan check / 2 weeks
- Second Plan Review Cycle / 2 weeks
- Anticipated to clear plan check on or around October 8, 2024

Project Schedule (Based on Commission approval Sept. 27, 2024)

- Notice to Award Bid on Sept. 30, 2024
 - Successful Bidder will have 10 calendar days to execute the agreement and provide the necessary bonds and insurance documents after receiving the Notice of Award
- Notice to Proceed will be on/about Friday, October 4, 2024
 - Contractor will have approximately 10 calendar days to start the work (Chosen Start Date)
- Chosen Start Date on/about October 14, 2024
 - Contract time for the Work is 169 consecutive calendar days from Chosen Start Date

Motion: A motion was made by Shiva Swaminathan and seconded by Brad Wilke. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

3. NCPA's Geothermal Facility – Second Amendment to Geothermal Plant 1 Unit 2 Turbine Overhaul Project – Staff is seeking recommendation of Commission approval of the Second Amendment to Resolution 24-02 for the Geothermal Plant 1, Unit 2 Turbine Overhaul Project: 1)

authorizing additional funding and a budget augmentation of \$750,000 for a revised total not to exceed amount of \$10,150,000; 2) delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission; and 3) authorizing the use of \$750,000 from the Maintenance Reserve.

Fiscal Impact: The revised total cost is anticipated not to exceed \$10,150,000. Specific project breakdowns were provided and discussed.

A draft Commission Staff Report was available for review. GEO Plant Manager, Jim Beach provided a detailed presentation outlining an update on the project. The Facilities Committee recommends placing this item on the Commission Calendar for the September 27, 2024 meeting.

On August 4, 2024, a start-up failure occurred causing the Unit to trip. Initial inspections revealed that there was damage to the turbine rotor, and a Root Cause Analysis was needed to determine the cause of the damage. Early indications show that the failure is a result of workmanship from the contractor. Further analysis continues to support the initial indications. During the high-level analysis, it was determined that the seal groove clearances had uniformity issues with the caulking wire. Jim indicated that 62 seals needed to be replaced with new caulking wire. Staff was able to locate the new wider caulking wire in Japan. Seals were purchased in Houston, TX and have arrived in MO.

Motion: A motion was made by Basil Wong and seconded by Brian Schinstock. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Roseville, Santa Clara, and Ukiah. ABSTAIN = Palo Alto, Plumas-Sierra, Port of Oakland, and Redding. The motion passed.

ADJOURNMENT

The meeting was adjourned at 10:02 pm by the Committee Chair.

**Northern California Power Agency
September 17, 2024 Special 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	BRIAN SCHINSTOCK
ROSEVILLE	BRIAN SCHINSTOCK
SANTA CLARA	
SHASTA LAKE	
TID	
UKIAH	

**Northern California Power Agency
September 17, 2024 Special Facilities Committee Meeting
Attendance List**

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

[illegible]



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: October 24, 2024

SUBJECT: Hill Brothers Chemical Company – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; 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:	Combustion Turbines	

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 24-XX authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Various chemicals are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. 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 purchases with Brenntag Pacific, Inc., Industrial Solution Services, Northstar Chemical, Thatcher Company of California and Univar Solutions.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On October 2, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On October 7, 2024 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 24-XX
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company

RESOLUTION 24-XX

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT,
MATERIALS AND SUPPLIES WITH HILL BROTHERS CHEMICAL COMPANY**

(reference Staff Report XXX:24)

WHEREAS, various chemicals are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, Hill Brothers Chemical Company is a provider of these chemicals; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company to provide such chemicals as needed at any facilities owned and/or operated by NCPA; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Multi-Task Agreement for Purchase of Equipment, Materials and Supplies, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
HILL BROTHERS CHEMICAL COMPANY**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Hill Brothers Chemical Company, a corporation whose principal office is located at 3000 E. Birch Street, Suite 108, Brea, CA 92821 ("Supplier") (together sometimes referred to as the "Parties") as of _____, 2024 (the "Effective Date").

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

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered directly to the "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP.

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

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

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND dollars (\$2,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a

guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

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

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

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 6.2 Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, 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 Supplier in regard to this Agreement with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.

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

6.5 All Policies Requirements.

6.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.

6.5.3 Waiver of Subrogation. Supplier agrees to waive subrogation which any insurer of Supplier may acquire from Supplier by virtue of the payment of any loss. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

6.5.4 Self-Insured Retention. Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than \$100,000.

6.5.5 Additional Certificates and Endorsements. Not Applicable.

6.6 Pollution Insurance. If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

“Hazardous Materials” means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

Section 7. WARRANTY. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof, unless Supplier’s warranty is for greater than one (1) year, in which case Supplier’s warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency’s satisfaction.

Section 8. INDEMNIFICATION AND SUPPLIER’S RESPONSIBILITIES.

- 8.1 Effect of Insurance.** Agency’s acceptance of insurance certificates and endorsements required under this Agreement does not relieve Supplier from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Supplier acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 8.2 Scope.** Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all 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 Supplier, 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.
- 8.3 Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this

Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.9 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this

Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.10 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

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

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

Hill Brothers Chemical Company
Attention: Frank Alari
3000 E. Birch Street, Suite 108
Brea, CA 92821

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

- 9.15 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Supplier agree to resolve the dispute in accordance with the following:
- 9.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
 - 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 9.15.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 9.15.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 9.15.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 9.16 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 9.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.

9.19 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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

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

NORTHERN CALIFORNIA POWER AGENCY

HILL BROTHERS CHEMICAL COMPANY

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

PATRICIA SANTANA,
Corporate Secretary

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

PURCHASE LIST

As requested by the Northern California Power Agency ("Agency"), Hill Brothers Chemical Company ("Supplier") shall provide supplies ("Goods") including, but not limited to the following:

Chemical	Price
Anhydrous Ammonia (R Grade)	\$800/Ton + \$350/delivery
Aqueous Ammonia 19%	\$0.595/lb + \$320/delivery
Hydrated Lime 90%	N/A
Magnesium Oxide ≥90%	\$555.95/Ton + \$1,200.68/delivery + \$456.26 fuel surcharge
Ferric Chloride 38-42%	N/A
Sodium Bisulfite 38-40%	N/A
Sodium Hydroxide 15% (Caustic Soda)	N/A
Sodium Hypochlorite 12.5% (Bleach)	N/A
Sulfuric Acid 93%	N/A
Other Chemicals (if needed)	To be quoted when requested by Agency

All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdictions having control over said delivery truck operations.

Agency acknowledges that Supplier's chemical pricing may be subject to change. Agency shall compensate the Supplier in accordance with such chemical price revisions, provided that (1) Supplier shall provide Agency with written notice (email or letter) 15-days in advance. All chemical orders placed during the 15-day notice period will be charged at the non-revised rate. Chemical price revisions may result in the Supplier losing or gaining priority status for chemical orders, (2) regardless of such chemical price revisions, total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount set forth in Section 5 (Compensation) of this Agreement.

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

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

I, _____

(Name of person signing affidavit)(Title)

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

Hill Brothers Chemical Company

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20____.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

Hill Brothers Chemical Company

(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.



Hill Brothers Chemical Company Multi-Task Agreement for Purchase of Equipment, Materials and Supplies

Facilities Committee
October 2, 2024

Background

- This is a current NCPA vendor.
- The current agreement with Hill Brothers is expiring.
- It is recommended to place this item on the consent calendar.
- For use at all facilities owned and/or operated by NCPA
- Similar Agreements in Place:
 - Brenntag Pacific, Inc.
 - Industrial Solution Services
 - Northstar Chemical
 - Thatcher Company of California
 - Univar Solutions

General Scope of Work

- Term of Agreement = 5 years
- Cost = Not to Exceed \$2,500,000
- Chemicals Provided:
 - Anhydrous Ammonia / Aqueous Ammonia
 - Hydrated Lime
 - MagOx
 - Ferric Chloride
 - Sodium Bisulfite
 - Sodium Hydroxide / Sodium Hypochlorite
 - Sulfuric Acid

Environmental Analysis

- As an enabling agreement, 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.

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies between NCPA and Hill Brothers Chemical Company, in an amount not to exceed \$2,500,000, for use at any facilities owned and/or operated by NCPA.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: October 24, 2024

SUBJECT: CEQA Notice of Exemptions for Routine Operation, Repair, Maintenance, or Minor Alteration of Existing Northern California Power Agency (NCPA) Facility Structures at NCPA's Powerplants.

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 24-XX authorizing the General Manager or his designee to file with the appropriate County Clerks the California Environmental Quality Act (CEQA) Notices(s) of Exemption (NOEs) for routine operation and maintenance activities at the NCPA Plant Facilities.

BACKGROUND:

Certain types of projects are exempt from CEQA. Two types of exemptions are established under CEQA: statutory and categorical. Statutory exemptions have been created under state law and, to the extent that a project fits within one of those exemptions, the lead agency is not required to examine or mitigate the project's potential impacts. Categorical exemptions are established by the Resources Agency as part of the CEQA Guidelines. They are limited to classes of activities that usually do not result in significant impacts on the environment and cannot be used if there is a reasonable possibility that the project may have a significant impact.

Currently there are 33 classes of categorical exemptions under the CEQA Guidelines. Examples of activities range from 'operation, repair, maintenance, permitting, leasing, licensing, or minor alternation of existing public or private structures, facilities, mechanical equipment' not expanding existing uses (Class I) to 'installation of certain cogeneration equipment with a capacity of 50 megawatts or less at existing facilities' (Class 29).

A majority of routine activities at NCPA's power plants fall within the definition of classes 1, 2, 3, 4, 9, 11, and 12 'Categorical Exemptions' listed in the State CEQA Guidelines (Sections 15301–15333). Staff proposes to meet the CEQA Guidelines for these types of activities by filing the NOEs with the respective County Clerks where the plants are located. Once filed, staff would continue to conduct the identified and similar activities. These exemptions do not apply to activities that constitute a significant expansion or where there is a reasonable possibility that the project may have a significant impact on the environment per the requirements of State CEQA Guidelines Section 15300.2. For activities not qualifying for exemptions, staff will strictly follow the appropriate CEQA procedures.

FISCAL IMPACT:

Upon execution, the approved budget for FY 2024-25 includes the items identified in the NOEs. Therefore, no additional fiscal impact is anticipated at this time other than the County Clerks' filing fees which will be less than \$1,000.

ENVIRONMENTAL ANALYSIS:

The NCPA planned maintenance activities identified in the NOEs are consistent with the categorical exemptions listed in the 2024 CEQA guidelines. The recommended action will allow NCPA to continue to comply with the current State CEQA Guidelines to perform maintenance activities at the GS Plant Facilities.

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On October 2, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On October 7, 2024, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (5):

- Resolution 24-XX
- CEQA NOE CT - Alameda County 2024
- CEQA NOE CT - San Joaquin County 2024
- CEQA NOE Geo - Lake County 2024
- CEQA NOE Geo - Sonoma County 2024
- CEQA NOE Hydro - Calaveras, Tuolumne, San Joaquin, Stanislaus, and Alpine Counties 2024

RESOLUTION 24-XX

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING AND AUTHORIZING THE FILING OF THE NOTICES OF EXEMPTION
AS PER CEQA GUIDELINES**

(reference Staff Report XXX:24)

WHEREAS, the Northern California Power Agency (NCPA) owns and operates a number of power plants on behalf of its Members; and

WHEREAS, NCPA routinely performs operation, repair, maintenance, permitting, licensing, or minor alteration of existing structures or facilities not expanding existing uses at the power plants; and

WHEREAS, as part of the California Environmental Quality Act (CEQA) guidelines for the above types of activities that usually do not result in significant impacts on the environment, the California Resource Agency has established categorical exemptions; and

WHEREAS, NCPA is proposing to adopt and comply with the CEQA guidelines by filing Notices of Exemptions (NOEs) with the County Clerks of the appropriate counties in which the NCPA's power plants are located; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency hereby authorizes the General Manager or his designee to file with the appropriate County Clerks the California Environmental Quality Act (CEQA) Notice(s) of Exemptions (NOEs) for routine operation and maintenance activities at the NCPA Plant Facilities.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2024, 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	_____	_____	_____

JENELLE OSBORNE
CHAIRMAN

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY

NOTICE OF EXEMPTION

TO: County Clerk
Alameda County
1106 Madison St
Oakland, CA 94607

Office of Planning & Research
1400 Tenth Street, Room 222
P. O. Box 3044, Room 222
Sacramento, CA 95812

FROM: Northern California Power Agency
12745 N. Thornton Rd
Lodi CA 95242

PROJECT TITLE: Gas fired combustion turbine power plant operation and maintenance, involving minor modification of existing equipment and negligible expansion of facilities and energy generation capacity.

PROJECT LOCATION - SPECIFIC: 2900 Main St Alameda, CA 94501 APN: 74-9009-1

PROJECT LOCATION - CITY: Alameda

PROJECT LOCATION COUNTY: Alameda

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: Operation and maintenance of combustion turbine projects, including minor modification of existing equipment and negligible expansion of facilities and energy generation capacity. NCPA proposes to implement the following activities. Maps identifying the location and activities are located at NCPA's office, 12745 N, Thornton Road, Lodi, CA.

1. Maintenance painting of existing facility infrastructure. Class 1. Several times per year.
2. Maintenance on the Gas Systems, Gas Pipeline, Power Turbine and Generator, including the possible removal of the equipment from the package to facilitate off site repairs. 1, 2, 3, 4, 9 several times per year.
3. Running of power and communication lines in conduit that may or may not be in a trench. Class 1, 2, 3, 4. Several times per year.
4. Cleaning of facility storm water and oily water systems. Class 1, 4. Annually.
5. Routine preventative and corrective maintenance of power plant equipment including pumps, motors electrical switch gear, electrical buses, electrical metering and relaying equipment, valves, Distributed Control System, Continues Emissions Monitoring System. Class 1, 9, 11 Daily.
6. The receiving, storage and handling of water treatment chemicals and anhydrous ammonia. Class 1, 2, 4, 11. Weekly.
7. Weed mitigation and brush clearing using weed-whacker, spraying, and hand clearing of shrubs on the plant site. This usually occurs in the spring Class 1.
8. Sale of surplus materials can be made such as scrape metal, machinery, and computers several times per year. Class 1, 2.

NAME OF PUBLIC AGENCY APPROVING PROJECT:

Northern California Power Agency
651 Commerce Dr.
Roseville, CA 95678

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Northern California Power Agency
12745 N. Thornton Road
Lodi, CA 95461

EXEMPT STATUS: The above lists correlates the particular activity to the classes of categorical exemptions that apply to each activity; they are Categorical Exemptions Title 14 CCR Sections 15301(a), (b), (c), (d), (e), (f), (g), (h), (i), (l), (m); 15302 (b), (c), (d); 15303(d), (e); 15304(a), (c), (f), (g), (i); 15309 15311 15312.

REASONS WHY PROJECT IS EXEMPT: Work will be done to an existing, publicly owned combustion Turbine facilities to operate and maintain electric power generation, transmission, and associated facilities. The project will not have the potential to cause a significant effect on the environment as a result of "unusual circumstances" or any of the exceptions listed in Title 14 CCR Section 15300.2.

ACTIVITIES AND CLASS OF EXEMPTION:

1. Maintenance painting of existing facility infrastructure. Class 1. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use.
2. Maintenance on the Gas Systems, Gas Pipeline, Power Turbine and Generator, including the possible removal of the equipment from the package to facilitate off site repairs. 1,2,3,4 9. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9), activities limited entirely to inspection, to check for performance of an operation.
3. Running of power and communication lines in conduit that may or may not be in a trench. Class 1, 2, 3, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land.
4. Cleaning of facility storm water and oily water systems. Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical

equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.

5. Routine preventative and corrective maintenance of power plant equipment including pumps, motors electrical switch gear, electrical buses, electrical metering and relaying equipment, valves, Distributed Control System, Continues Emissions Monitoring System. Class 1, 9, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 9) activities limited entirely to inspection, to check for performance of an operation, and (Class 11) construction, or placement of minor structures accessory to existing facilities.
6. The receiving, storage and handling of water treatment chemicals and anhydrous ammonia. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.
7. Weed mitigation and brush clearing using weed-whacker, spraying, and hand clearing of shrubs on the plant site. This usually occurs in the spring Class 1. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use.
8. Sale of surplus materials can be made such as scrap metal, machinery, and computers. Class 1,2. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

LEAD AGENCY CONTACT PERSON: Rafael Santana

TELEPHONE NUMBER: 209-210-5000

Signature: _____

Date: _____

Rafael Santana

Title Manager Combustion Turbine, NCPA

Signed by Lead Agency

NOTICE OF EXEMPTION

TO: County Clerk
San Joaquin County
6 South Eldorado St Ste 2
Stockton, CA 95202

Office of Planning & Research
1400 Tenth Street, Room 222
P. O. Box 3044, Room 222
Sacramento, CA 95812

FROM: Northern California Power Agency
12745 N. Thornton Rd
Lodi, CA 95242

PROJECT TITLE: Gas fired combustion turbine power plant operation and maintenance, involving minor modification of existing equipment and negligible expansion of facilities and energy generation capacity.

PROJECT LOCATION - SPECIFIC: 12745 N Thornton Road, Lodi CA 95242 APN: 055-130-16
1231 W. Turner Road, Lodi CA 95240

PROJECT LOCATION - CITY: Lodi **PROJECT LOCATION COUNTY:** San Joaquin

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: Operation and maintenance of combustion turbine projects, including minor modification of existing equipment and negligible expansion of facilities and energy generation capacity. NCPA proposes to implement the following activities. Maps identifying the location and activities are located at NCPA's office, 12745 N, Thornton Road, Lodi, CA.

1. Maintenance painting of existing facility infrastructure. Class 1. Several times per year.
2. Maintenance on the Gas Systems, Power Turbine and Generator, including the possible removal of the equipment from the package to facilitate off site repairs. 1, 2, 3, 4, 9 several times per year.
3. Running of power and communication lines in conduit that may or may not be in a trench. Class 1, 2, 3, 4. Several times per year.
4. Cleaning of facility storm water and oily water systems. Class 1, 4. Annually.
5. Routine preventative and corrective maintenance of power plant equipment including pumps, motors electrical switch gear, electrical buses, electrical metering and relaying equipment, valves, Heat Recovery Steam Generator, Distributed Control System, Continues Emissions Monitoring System and Injection Well. Class 1, 9, 11 Daily.
6. The receiving, storage and handling of water treatment chemicals and anhydrous ammonia. Class 1, 2, 4, 11. Weekly.
7. Weed mitigation and brush clearing using weed-whacker, spraying, and hand clearing of shrubs on the plant site. This usually occurs in the spring. Class 1.
8. Sale of surplus materials can be made such as scrap metal, machinery, and computers several times per year. Class 1, 2.

NAME OF PUBLIC AGENCY APPROVING PROJECT:

Northern California Power Agency
651 Commerce Dr.
Roseville, CA 95678

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Northern California Power Agency
12745 N. Thornton Road
Lodi, CA 95461

EXEMPT STATUS: The above lists correlates the particular activity to the classes of categorical exemptions that apply to each activity; they are Categorical Exemptions Title 14 CCR Sections 15301(a), (b), (c), (d), (e), (f), (g), (h), (i), (l), (m); 15302 (b), (c), (d); 15303(d), (e); 15304(a), (c), (f), (g), (i); 15309 15311 15312.

REASONS WHY PROJECT IS EXEMPT: Work will be done to an existing, publicly owned combustion Turbine facilities to operate and maintain electric power generation, transmission, and associated facilities. The project will not have the potential to cause a significant effect on the environment as a result of “unusual circumstances” or any of the exceptions listed in Title 14 CCR Section 15300.2.

ACTIVITIES AND CLASS OF EXEMPTION:

1. Maintenance painting of existing facility infrastructure. Class 1. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use.
2. Maintenance on the Gas Systems, Power Turbine and Generator, including the possible removal of the equipment from the package to facilitate off site repairs. 1,2,3,4 9. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9), activities limited entirely to inspection, to check for performance of an operation.
3. Running of power and communication lines in conduit that may or may not be in a trench. Class 1, 2, 3, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land.
4. Cleaning of facility storm water and oily water systems. Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical

equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.

5. Routine preventative and corrective maintenance of power plant equipment including pumps, motors electrical switch gear, electrical buses, electrical metering and relaying equipment, valves, Heat Recovery Steam Generator, Distributed Control System, Continues Emissions Monitoring System and Injection Well. Class 1, 9, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 9) activities limited entirely to inspection, to check for performance of an operation, and (Class 11) construction, or placement of minor structures accessory to existing facilities.
6. The receiving, storage and handling of water treatment chemicals and anhydrous ammonia. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.
7. Weed mitigation and brush clearing using weed-whacker, spraying, and hand clearing of shrubs on the plant site. This usually occurs in the spring Class 1. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use.
8. Sale of surplus materials can be made such as scrap metal, machinery, and computers. Class 1,2. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

LEAD AGENCY CONTACT PERSON: Rafael Santana TELEPHONE NUMBER: 209-210-5000

Signature: _____

Date: _____

Rafael Santana

Title Manager Combustion Turbine, NCPA

Signed by Lead Agency

NOTICE OF EXEMPTION

TO: County Clerk
County of Lake
255 North Forbes Street
Lakeport, CA 95453

Office of Planning & Research
P. O. Box 3044, Room 113
Sacramento, CA 95812-3044

FROM: Northern California Power Agency
P.O. Box 663
12000 Ridge Road
Middletown CA 95461

PROJECT TITLE: Geothermal Electrical Generation Project Including Southeast Geysers Effluent Pipeline

PROJECT LOCATION - SPECIFIC: Near 12000 Ridge Road
APN: 013-052-010-000

PROJECT LOCATION - CITY: Middletown

PROJECT LOCATION COUNTY: Lake

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: Operation and maintenance of Geothermal projects, including minor modification of existing equipment and negligible expansion of facilities and energy generation capacity. NCPA proposes to implement the following activities. Maps identifying the location and activities are located at NCPA's office, 12000 Ridge Road, Middletown, CA.

1. Maintain turbine generating units, steam and water pipelines, auxiliary systems, water retention and conveyance structures, and electrical transmission systems through routine cleaning, repairing, and replacing of defective equipment. Class 1, 2, 3, 4, 9 and 11.
2. Trenching in existing project areas. Class 1, 2, 3, 4 and 11.
3. Repairs/replacements of power and communication equipment, structures, and lines in conduit that may or may not be in a trench including but not limited to power poles, towers, conductors. Class 1, 2, 3, 4 and 11.
4. Clean out drainage ditches and drain inlets by removing debris including brush, logs, leaves, and sediments using hand held equipment such as shovels, supported by light equipment such as a backhoe. This needs to be done frequently in the winter following storms. Class 1, 2 and 4.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4 and 11.
6. Repair drainage damage on slopes and roads by filling pot holes using shovels and light equipment such as a backhoe. This can occur frequently in the winter. Class 1, 2, 4 and 11.
7. Paint, stripe the existing roads and repair potholes. Snow plow the roads. Maintenance grading of power line easements and roads to maintain access and clearance. Class 1, 2, 4 and 11.
8. Weed mitigation and brush clearing using weed-whacker, spraying, and hand clearing of shrubs on existing rights-of-way. This usually occurs in the spring. Class 1 and 4.
9. Tree and brush removal from existing facilities, power line easements, existing fire breaks and other public areas using weed whackers, hand tools and equipment such as a dozer. This usually occurs in the spring. Class 1 and 4.
10. Clean, repair, and replace pipelines and related equipment. Class 1, 2, 4 and 9.
11. Debris removal and maintenance sluicing from reservoirs. Class 1 and 4.

12. Repair electrical motors, mechanical pumps, valves, fans, tanks, battery systems, cooling towers, compressors, condensate collection systems, electrical generation systems, water injection systems, routine cleaning, repairing and replacing defective equipment. Class 1,2,3,4 and 11.
13. Maintain steam well bores and injection well bores utilizing drill rigs, compressors and wire line surveys that clean out and repair well bores. Class 1,2,3,4,9 and 11.
14. Maintain geothermal well pads including support equipment located on those pads such as communication buildings, power cables, communication ducts and fiber optic lines through routine cleaning, repairing and replacement of defective equipment. Class 1,2,3,4,9 and 11.
15. Maintain steam and injection piping and ancillary steam support equipment, including insulation and condensate knock out equipment through routine cleaning and replacement of defective equipment. Class 1,4 and 9.
16. Sale of surplus materials such as machinery, metal stock and vehicles. Class 12.
17. Digging trenches on established well pads to repair existing buried or to install new separator drain lines as well as to run injection water piping. Class 1,2,3 and 4.
18. Pouring a concrete pad for a piece of equipment such as a tank or separator. Equipment may be moved from one pad to another, hence the need for the pad. Class 1,2,3,4 and 11.
19. Run power and communication lines in conduit that may or may not be in a trench. Class 1,2,3 and 4.
20. Snow plow the roads and repair existing using gravel and cold patch for pot holes. This can occur several times a year. Class 1,2 and 4.
21. Clean out and/ or restoration of drilling sumps, repair damage on slopes through routine cleaning by removal of debris or sediment and performing actions to prevent, stabilize, mitigate or eliminate the release or threat of a release of hazardous waste or hazardous substances and replacement of defective equipment. Class 1,2,4,9,11 and 30.
22. Demolition and removal of existing power plant and steamfield structures that are no longer in use. Class 1 and 2.

NAME OF PUBLIC AGENCY APPROVING PROJECT:

Northern California Power Agency
651 Commerce Dr.
Roseville, CA 95678

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Northern California Power Agency
12000 Ridge Road
Middletown, CA 95461

EXEMPT STATUS: The above lists correlates the particular activity to the classes of categorical exemptions that apply to each activity; they are Categorical Exemptions Title 14 CCR Sections 15301(a), (b), (c), (d), (e), (f), (g), (h), (i), (l), (m); 15302 (b), (c), (d); 15303(d), (e); 15304(a), (c), (f), (g), (i); 15309 15311 15312.

REASONS WHY PROJECT IS EXEMPT: Work will be done to an existing, publicly owned Geothermal facilities on the Mayacamas Mountain Range in the area known as the "Geysers" to operate and maintain electric power generation, transmission, and associated facilities. The project will not have

the potential to cause a significant effect on the environment as a result of “unusual circumstances” or any of the exceptions listed in Title 14 CCR Section 15300.2.

ACTIVITIES AND CLASS OF EXEMPTION

1. Maintain turbine electrical generating units, steam and water pipelines. Electrical transmission systems is categorically exempt under Class 1, 2, 3, 4, 9 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities.
2. Digging trenches. Class 1, 2, 3, 4 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
3. Repair/replace power and communication lines. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
4. Clean out drainage ditches and drain inlets. Class 1, 2 and 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
6. Repair drainage damage on slopes and roads. Class 1, 2, 4 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure

- replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.
7. Paint, stripe existing roads, snow plow the roads and repair existing roads and easements. Class 1, 2, 4 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.
 8. Weed mitigation and brush clearing Class 1 and 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
 9. Tree and brush removal for public safety Class 1 and 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
 10. Clean, repair, or replace pipelines and related equipment. Class 1, 4 and 9. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2) replacement or reconstruction of existing structures or facilities; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation.
 11. Removal of debris and accumulated sediment from reservoir. Class 1 and 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. The activity qualifies as a Class 1 Exemption as the dams are existing facilities and involves no expansion of use. Debris removal activity is restoration of a previous condition and necessary for safe operation; (Class 4) minor alterations in the condition of the land.
 12. Repair electrical motors, mechanical pumps, valves, fans, tanks, battery systems, cooling towers, compressors, condensate collection systems, electrical generation systems, water injection systems, routine cleaning, repairing and replacing defective equipment. Class 1,2,3,4 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
 13. Maintain steam well bores and injection well bores utilizing drill rigs, compressors and wire line surveys that clean out and repair well bores. Class 1,2,3,4,9 and 11 This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of

an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities.

14. Maintain geothermal well pads including support equipment located on those pads such as communication buildings, power cables, communication ducts and fiber optic lines through routine cleaning, repairing and replacement of defective equipment. Class 1,2,3,4,9 and 11 (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities.
15. Maintain steam and injection piping and ancillary steam support equipment, including insulation and condensate knock out equipment through routine cleaning and replacement of defective equipment. Class 1,4 and 9. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 9) inspections, to check for performance of an operation.
16. Sale of surplus materials such as machinery, metal stock and vehicles. Class 12. (Class 12) consists of sales of surplus government property except for parcels of land located in an area of statewide, regional, or areawide concern identified in Section 15206(b)(4).
17. Digging trenches on established well pads to repair existing buried or to install new separator drain lines as well as to run injection water piping. Class 1,2,3 and 4. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; Class 4) minor alterations in the condition of the land.
18. Pouring a concrete pad for a piece of equipment such as a tank or separator. Equipment may be moved from one pad to another, hence the need for the pad. Class 1,2,3,4 and 11. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
19. Run power and communication lines in conduit that may or may not be in a trench. Class 1,2,3 and 4. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land.
20. Snow plow the roads and repair existing using gravel and cold patch for pot holes. This can occur several times a year. Class 1,2 and 4. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion

of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land.

21. Clean out and/ or restoration of drilling sumps, repair damage on slopes through routine cleaning by removal of debris or sediment and performing actions to prevent, stabilize, mitigate or eliminate the release or threat of a release of hazardous waste or hazardous substances and replacement of defective equipment. Class 1,2,4,9,11 and 30. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities; (Class 30) consists of any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less.
22. Demolition and removal of existing power plant and steamfield structures that are no longer in use. Class 1 and 2. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

LEAD AGENCY CONTACT PERSON: Jim Beach TELEPHONE NUMBER: 707-809-6007

Signature: _____

Date: _____

Jim Beach

Title Manager Geothermal Facilities, NCPA

Signed by Lead Agency

NOTICE OF EXEMPTION

TO: County Clerk
County of Sonoma
2300 County Center Drive
Santa Rosa, CA 95403

Office of Planning & Research
P. O. Box 3044, Room 113
Sacramento, CA 94812-3044

FROM: Northern California Power Agency
P.O. Box 663
12000 Ridge Road
Middletown CA 95461

PROJECT TITLE: Geothermal Electrical Generation Project Including Southeast Geysers Effluent Pipeline

PROJECT LOCATION - SPECIFIC: Near 12000 Ridge Road

APN: 013-052-010-000

PROJECT LOCATION - CITY: Middletown

PROJECT LOCATION - COUNTY: Sonoma

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: Operation and maintenance of Geothermal projects, including minor modification of existing equipment and negligible expansion of facilities and energy generation capacity. NCPA proposes to implement the following activities. Maps identifying the location and activities are located at NCPA's office, 12000 Ridge Road, Middletown, CA.

1. Maintain turbine generating units, steam and water pipelines, auxiliary systems, water retention and conveyance structures, and electrical transmission systems through routine cleaning, repairing, and replacing of defective equipment. Class 1, 2, 3, 4, 9 and 11.
2. Trenching in existing project areas. Class 1, 2, 3, 4 and 11.
3. Repairs/replacements of power and communication equipment, structures, and lines in conduit that may or may not be in a trench including but not limited to power poles, towers, conductors. Class 1, 2, 3, 4 and 11.
4. Clean out drainage ditches and drain inlets by removing debris including brush, logs, leaves, and sediments using hand held equipment such as shovels, supported by light equipment such as a backhoe. This needs to be done frequently in the winter following storms. Class 1, 2 and 4.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4 and 11.
6. Repair drainage damage on slopes and roads by filling pot holes using shovels and light equipment such as a backhoe. This can occur frequently in the winter. Class 1, 2, 4 and 11.
7. Paint, stripe the existing roads and repair potholes. Snow plow the roads. Maintenance grading of power line easements and roads to maintain access and clearance. Class 1, 2, 4 and 11.
8. Weed mitigation and brush clearing using weed-whacker, spraying, and hand clearing of shrubs on existing rights-of-way. This usually occurs in the spring. Class 1 and 4.
9. Tree and brush removal from existing facilities, power line easements, existing fire breaks and other public areas using weed whackers, hand tools and equipment such as a dozer. This usually occurs in the spring. Class 1 and 4.
10. Clean, repair, and replace pipelines and related equipment. Class 1, 2, 4 and 9.

11. Debris removal and maintenance sluicing from reservoirs. Class 1 and 4.
12. Repair electrical motors, mechanical pumps, valves, fans, tanks, battery systems, cooling towers, compressors, condensate collection systems, electrical generation systems, water injection systems, routine cleaning, repairing and replacing defective equipment. Class 1,2,3,4 and 11.
13. Maintain steam well bores and injection well bores utilizing drill rigs, compressors and wire line surveys that clean out and repair well bores. Class 1,2,3,4,9 and 11.
14. Maintain geothermal well pads including support equipment located on those pads such as communication buildings, power cables, communication ducts and fiber optic lines through routine cleaning, repairing and replacement of defective equipment. Class 1,2,3,4,9 and 11.
15. Maintain steam and injection piping and ancillary steam support equipment, including insulation and condensate knock out equipment through routine cleaning and replacement of defective equipment. Class 1,4 and 9.
16. Sale of surplus materials such as machinery, metal stock and vehicles. Class 12.
17. Digging trenches on established well pads to repair existing buried or to install new separator drain lines as well as to run injection water piping. Class 1,2,3 and 4.
18. Pouring a concrete pad for a piece of equipment such as a tank or separator. Equipment may be moved from one pad to another, hence the need for the pad. Class 1,2,3,4 and 11.
19. Run power and communication lines in conduit that may or may not be in a trench. Class 1,2,3 and 4.
20. Snow plow the roads and repair existing using gravel and cold patch for pot holes. This can occur several times a year. Class 1,2 and 4.
21. Clean out and/ or restoration of drilling sumps, repair damage on slopes through routine cleaning by removal of debris or sediment and performing actions to prevent, stabilize, mitigate or eliminate the release or threat of a release of hazardous waste or hazardous substances and replacement of defective equipment. Class 1,2,4,9,11 and 30.
22. Demolition and removal of existing power plant and steamfield structures that are no longer in use. Class 1 and 2.

NAME OF PUBLIC AGENCY APPROVING PROJECT:

Northern California Power Agency
651 Commerce Dr.
Roseville, CA 95678

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Northern California Power Agency
12000 Ridge Road
Middletown, CA 95461

EXEMPT STATUS: The above lists correlates the particular activity to the classes of categorical exemptions that apply to each activity; they are Categorical Exemptions Title 14 CCR Sections 15301(a), (b), (c), (d), (e), (f), (g), (h), (i), (l), (m); 15302 (b), (c), (d); 15303(d), (e); 15304(a), (c), (f), (g), (i); 15309 15311 15312.

REASONS WHY PROJECT IS EXEMPT: Work will be done to an existing, publicly owned Geothermal facilities on the Mayacamas Mountain Range in the area known as the “Geysers” to operate and maintain electric power generation, transmission, and associated facilities. The project will not have the potential to cause a significant effect on the environment as a result of “unusual circumstances” or any of the exceptions listed in Title 14 CCR Section 15300.2.

ACTIVITIES AND CLASS OF EXEMPTION:

1. Maintain turbine electrical generating units, steam and water pipelines. Electrical transmission systems is categorically exempt under Class 1, 2, 3, 4, 9 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities.
2. Digging trenches. Class 1, 2, 3, 4 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
3. Repair/ replace power and communication lines. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
4. Clean out drainage ditches and drain inlets. Class 1, 2 and 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
6. Repair drainage damage on slopes and roads. Class 1, 2, 4 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction

of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.

7. Paint, stripe existing roads, snow plow the roads and repair existing roads and easements. Class 1, 2, 4 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.
8. Weed mitigation and brush clearing Class 1 and 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
9. Tree and brush removal for public safety Class 1 and 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
10. Clean, repair, or replace pipelines and related equipment. Class 1, 4 and 9. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2) replacement or reconstruction of existing structures or facilities; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation.
11. Removal of debris and accumulated sediment from reservoir. Class 1 and 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. The activity qualifies as a Class 1 Exemption as the dams are existing facilities and involves no expansion of use. Debris removal activity is restoration of a previous condition and necessary for safe operation; Class 4) minor alterations in the condition of the land.
12. Repair electrical motors, mechanical pumps, valves, fans, tanks, battery systems, cooling towers, compressors, condensate collection systems, electrical generation systems, water injection systems, routine cleaning, repairing and replacing defective equipment. Class 1,2,3,4 and 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
13. Maintain steam well bores and injection well bores utilizing drill rigs, compressors and wire line surveys that clean out and repair well bores. Class 1,2,3,4,9 and 11 This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4)

minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities.

14. Maintain geothermal well pads including support equipment located on those pads such as communication buildings, power cables, communication ducts and fiber optic lines through routine cleaning, repairing and replacement of defective equipment. Class 1,2,3,4,9 and 11 (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities.
15. Maintain steam and injection piping and ancillary steam support equipment, including insulation and condensate knock out equipment through routine cleaning and replacement of defective equipment. Class 1,4 and 9. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 9) inspections, to check for performance of an operation.
16. Sale of surplus materials such as machinery, metal stock and vehicles. Class 12. (Class 12) consists of sales of surplus government property except for parcels of land located in an area of statewide, regional, or areawide concern identified in Section 15206(b)(4).
17. Digging trenches on established well pads to repair existing buried or to install new separator drain lines as well as to run injection water piping. Class 1,2,3 and 4. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 4) minor alterations in the condition of the land.
18. Pouring a concrete pad for a piece of equipment such as a tank or separator. Equipment may be moved from one pad to another, hence the need for the pad. Class 1,2,3,4 and 11. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
19. Run power and communication lines in conduit that may or may not be in a trench. Class 1,2,3 and 4. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land.
20. Snow plow the roads and repair existing using gravel and cold patch for pot holes. This can occur several times a year. Class 1,2 and 4. (Class 1) the repair, maintenance, or minor alteration of

existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land.

21. Clean out and/ or restoration of drilling sumps, repair damage on slopes through routine cleaning by removal of debris or sediment and performing actions to prevent, stabilize, mitigate or eliminate the release or threat of a release of hazardous waste or hazardous substances and replacement of defective equipment. Class 1,2,4,9,11 and 30. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities; (Class 30) consists of any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less.
22. Demolition and removal of existing power plant and steamfield structures that are no longer in use. Class 1 and 2. (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced

LEAD AGENCY CONTACT PERSON: Jim Beach TELEPHONE NUMBER: 707-809-6007

Signature: _____ Date: _____

 Jim Beach
Title Manager Geothermal Facilities, NCPA

Signed by Lead Agency

NOTICE OF EXEMPTION

TO: County Clerk
County of Calaveras
891 Mountain Ranch Road
San Andreas, CA 95249

Office of Planning & Research
P. O. Box 3044 – Room 113
Sacramento, CA 95812-3044

FROM: Northern California Power Agency
477 Bret Harte Drive
Murphys, CA 95247

PROJECT TITLE: North Fork Stanislaus River Hydroelectric Project FERC Project No. 2409, Upper Utica Hydroelectric Project FERC Project No. 11563, and the Transmission Line FERC Project No. 11197.

PROJECT LOCATION - SPECIFIC: Along the North Fork of the Stanislaus River and its tributaries in Alpine, Tuolumne, and Calaveras Counties and transmission lines in Calaveras, San Joaquin, Tuolumne, and Stanislaus Counties.

PROJECT LOCATION – CITY: Spread out as noted above
COUNTY: Alpine, Calaveras, Tuolumne, San Joaquin, and Stanislaus.

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: Operation and maintenance of hydroelectric projects, including minor modification of existing equipment and negligible expansion of facilities and energy generation capacity. NCPA proposes to implement the following activities for the remainder of the current FERC licenses (No. 2409, No. 11563, and No. 11197) and for any renewal terms thereof. Maps identifying the location and activities are located at NCPA's Hydroelectric office, 477 Bret Harte Drive, Murphys, CA.

1. Maintain turbine generating units, auxiliary systems, dams, water retention and conveyance structures, and electrical transmission systems through routine cleaning, repairing, and replacing of defective equipment. Class 1, 2, 3, 4, 9, 11, 31; 23 CCR 504(a)(7)
2. Trenching in existing project areas. Class 1, 2, 3, 4, 11.
3. Repairs/replacements of power and communication equipment, structures, and lines in conduit that may or may not be in a trench including but not limited to power poles, towers, conductors. Class 1, 2, 3, 4, 11.
4. Clean out drainage ditches and drain inlets by removing debris including brush, logs, leaves, and sediments using hand held equipment such as shovels, supported by light equipment such as a back-hoe. This needs to be done frequently in the winter following storms. Class 1, 2, 4.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4, 11.

6. Repair drainage damage on slopes and roads caused from storms and use. This can occur frequently in the winter. Class 1, 2, 4, 11.
7. Stripe the existing roads and repair potholes. Snow plow the roads. Maintenance grading of power line easements and roads to maintain access and clearance. Class 1, 2, 4, 11.
8. Weed mitigation and brush clearing using weed-wacker, spraying, and hand clearing of shrubs on existing right-of-ways. This usually occurs in the spring. Class 1, 4.
9. Tree and brush removal from existing facilities, camp sites, power line easements, existing fire breaks, dams, spillways, powerhouses, tailraces and other public areas using weed whackers, hand tools, and equipment. Class 1, 4.
10. Clean, repair, and replace pipelines and related equipment. Class 1, 2, 4, 9.
11. Debris removal and maintenance sluicing from reservoirs. Class 1, 4.

NAME OF PUBLIC AGENCY APPROVING PROJECT:

Northern California Power Agency
651 Commerce Dr.
Roseville, CA 95678

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Northern California Power Agency
477 Bret Harte Drive
Murphys, CA 95247

EXEMPT STATUS: The above lists correlates the particular activity to the classes of categorical exemptions that apply to each activity; they are Categorical Exemptions Title 14 CCR Sections 15301(a), (b), (c), (d), (g), (h) (i), (m); 15302(c); 15303(d), (e); 15304(a), (c), (f), (g), (i); 15309; and 15311.

REASONS WHY PROJECT IS EXEMPT: Work will be done to an existing, publicly owned Hydro facilities on the North Fork Stanislaus River to operate and maintain electric power generation, transmission and associated facilities. The project will not have the potential to cause a significant effect on the environment as a result of “unusual circumstances” or any of the exceptions listed in Title 14 CCR Section 15300.2.

ACTIVITIES AND CLASS OF EXEMPTION:

1. Maintain turbine generating units, water pipelines, and electrical transmission systems is categorically exempt under Class 1, 2, 3, 4, 9, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities; (Class 31)

maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historic resources; 23 CCR 504(a)(7) Dams subject to the jurisdiction of the Department's Division of Safety of Dams.

2. Digging trenches. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
3. Repair power and communication lines. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
4. Clean out drainage ditches and drain inlets. Class 1, 2, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
6. Repair drainage damage on slopes and roads. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.
7. Snow plow the roads and repair existing roads and easements. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion

of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.

8. Weed mitigation and brush clearing Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
9. Tree removal for public safety Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
10. Clean, repair, or replace pipelines and related equipment. Class 1, 2, 4, 9. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2) replacement or reconstruction of existing structures or facilities; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation.
11. Removal of debris and accumulated sediment from reservoir. Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. The activity qualifies as a Class 1 Exemption as the dams and sluiceways are existing facilities and sluicing involves no expansion of use. Debris removal and sluicing activity is restoration of a previous condition and necessary for safe operation. The activities qualify as a Class 4 Exemption as maintenance sluicing is a minor alteration to land and water.

LEAD AGENCY CONTACT PERSON: Jake Eymann
TELEPHONE NUMBER: 209-728-1387

Signature: _____

Date: _____

Jake Eymann

Title Manager Hydro Facilities, NCPA

Signed by Lead Agency

NOTICE OF EXEMPTION

TO: County Clerk
County of Alpine
P.O. Box 158
Markleeville, CA 96120

Office of Planning & Research
P. O. Box 3044 – Room 113
Sacramento, CA 95812-3044

FROM: Northern California Power Agency
477 Bret Harte Drive
Murphys, CA 95247

PROJECT TITLE: North Fork Stanislaus River Hydroelectric Project FERC Project No. 2409 and Upper Utica Hydroelectric Project FERC Project No. 11563.

PROJECT LOCATION - SPECIFIC: Along the North Fork of the Stanislaus River and its tributaries in Alpine, Tuolumne, and Calaveras Counties and transmission lines in Calaveras, San Joaquin, Tuolumne and Stanislaus Counties.

PROJECT LOCATION – CITY: Spread out as noted above
COUNTY: Alpine, Calaveras, Tuolumne, San Joaquin, and Stanislaus.

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: Operation and maintenance of hydroelectric projects, including minor modification of existing equipment and negligible expansion of facilities and energy generation capacity. NCPA proposes to implement the following activities for the remainder of the current FERC Licenses (No. 2409 and No. 11563) and for any renewal terms thereof. Maps identifying the location and activities are located at NCPA's Hydroelectric office, 477 Bret Harte Drive, Murphys, California.

1. Maintain turbine generating units, auxiliary systems, dams, water retention and conveyance structures, and electrical transmission systems through routine cleaning, repairing, and replacing of defective equipment. Class 1, 2, 3, 4, 11, 31; 23 CCR 504(a)(7).
2. Trenching in existing project areas. Class 1, 2, 3, 4, 11.
3. Repairs/replacements of power and communication equipment, structures, and lines in conduit that may or may not be in a trench including but not limited to power poles, towers, conductors. Class 1, 2, 3, 4, 11.
4. Clean out drainage ditches and drain inlets by removing debris including brush, logs, leaves and sediments using hand held equipment such as shovels, supported by light equipment such as a back-hoe. This needs to be done frequently in the winter following storms. Class 1, 4.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4, 5.

6. Repair drainage damage on slopes and roads caused from storms and use. This can occur frequently in the winter. Class 1, 2, 4, 11.
7. Stripe the existing roads and repair pot holes. Snow plow the roads. Maintenance grading of power line easements and roads to maintain access and clearance. Class 1, 2, 4, 11.
8. Weed mitigation and brush clearing using weed-wacker, spraying, and hand clearing of shrubs on existing right-of-ways. This usually occurs in the spring. Class 1, 3.
9. Tree and brush removal from existing facilities, camp sites, power line easements, existing fire breaks, dams, spillways, powerhouses, tailraces and other public areas using weed whackers, hand tools, and equipment such as a dozer. Class 1, 3,4.
10. Clean, repair, and replace pipelines and related equipment. Class 1, 2, 4, 9.
11. Debris removal and maintenance sluicing from reservoirs. Class 1.

NAME OF PUBLIC AGENCY APPROVING PROJECT:

Northern California Power Agency
651 Commerce Dr.
Roseville, CA 95678

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Northern California Power Agency
477 Bret Harte Drive
Murphys, CA. 95247

EXEMPT STATUS: The above lists correlates the particular activity to the classes of categorical exemptions that apply to each activity; they are Categorical Exemptions Title 14 CCR Sections 15301(a), (b), (c), (d), (g), (h), (i), (m); 15302(c); 15303(d), (e); 15304(a), (c), (f), (g), (i); 15309; and 15311.

REASONS WHY PROJECT IS EXEMPT: Work will be done to an existing, publicly owned Hydro facilities on the North Fork Stanislaus River to operate and maintain electric power generation, transmission and associated facilities. The project will not have the potential to cause a significant effect on the environment as a result of “unusual circumstances” or any of the exceptions listed in Title 14 CCR Section 15300.2.

ACTIVITIES AND CLASS OF EXEMPTION:

1. Maintain turbine generating units, water pipelines, and electrical transmission systems is categorically exempt under Class 1, 2, 3, 4, 9, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities; (Class 31)

maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historic resources; 23 CCR 504(a)(7) Dams subject to the jurisdiction of the Department's Division of Safety of Dams.

2. Digging trenches. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
3. Repair power and communication lines. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
4. Clean out drainage ditches and drain inlets. Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
6. Repair drainage damage on slopes and roads. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities..
7. Snow plow the roads and repair existing roads and easements. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor

alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.

8. Weed mitigation and brush clearing Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
9. Tree removal for public safety Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
10. Clean, repair, or replace pipelines and related equipment. Class 1, 2, 4, 9. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2) replacement or reconstruction of existing structures or facilities; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation.
11. Removal of debris and accumulated sediment from reservoir. Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. The activity qualifies as a Class 1 Exemption as the dams and sluiceways are existing facilities and sluicing involves no expansion of use. Debris removal and sluicing activity is restoration of a previous condition and necessary for safe operation. The activities qualify as a Class 4 Exemption as maintenance sluicing is a minor alteration to land and water.

LEAD AGENCY CONTACT PERSON: Jake Eymann
TELEPHONE NUMBER: 209-728-1387

Signature: _____

Date: _____

Jake Eymann
Title Manager Hydro Facilities, NCPA

Signed by Lead Agency

NOTICE OF EXEMPTION

TO: County Clerk
County of Tuolumne
2 So. Green St. / Second Floor
Sonora, CA 95370

Office of Planning & Research
P. O. Box 3044 – Room 113
Sacramento, CA 95812-3044

FROM: Northern California Power Agency
477 Bret Harte Drive
Murphys, CA 95247

PROJECT TITLE: North Fork Stanislaus River Hydroelectric Project FERC Project No. 2409, Upper Utica Hydroelectric Project FERC Project No. 11563, and the Transmission Line FERC Project No. 11197.

PROJECT LOCATION: Along the North Fork of the Stanislaus River and its tributaries in Alpine, Tuolumne, and Calaveras Counties and transmission lines in Calaveras, Tuolumne and San Joaquin Counties.

PROJECT LOCATION – CITY: Spread out as noted above
COUNTY: Alpine, Calaveras, Tuolumne, San Joaquin, and Stanislaus

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: Operation and maintenance of hydroelectric projects, including minor modification of existing equipment and negligible expansion of facilities and energy generation capacity. NCPA proposes to implement the following activities for the remainder of the current FERC Licenses (No. 2409, No. 11563, and No. 11197) and for any renewal terms thereof. Maps identifying the location and activities are located at NCPA's Hydroelectric office, 477 Bret Harte Drive, Murphys, California.

1. Maintain turbine generating units, auxiliary systems, dams, water retention and conveyance structures, and electrical transmission systems through routine cleaning, repairing, and replacing of defective equipment. Class 1, 2, 3, 4, 9, 11, 31; 23 CCR 504(a)(7).
2. Trenching in existing project areas. Class 1, 2, 3, 4, 11.
3. Repairs/replacements of power and communication equipment, structures, and lines in conduit that may or may not be in a trench including but not limited to power poles, towers, conductors. Class 1, 2, 3, 4, 11.
4. Clean out drainage ditches and drain inlets by removing debris including brush, logs, leaves and sediments using hand held equipment such as shovels, supported by light equipment such as a back-hoe. This needs to be done frequently in the winter following storms. Class 1, 2, 4.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4, 11.

6. Repair drainage damage on slopes and roads caused from storms and use. This can occur frequently in the winter. Class 1, 2, 4, 11.
7. Stripe the existing roads and repair pot holes. Snow plow the roads. Maintenance grading of power line easements and roads to maintain access and clearance. Class 1, 2, 4, 11.
8. Weed mitigation and brush clearing using weed-wacker, spraying, and hand clearing of shrubs on existing right-of-ways. This usually occurs in the spring. Class 1, 4.
9. Tree and brush removal from existing facilities, camp sites, power line easements, existing fire breaks, dams, spillways, powerhouses, tailraces and other public areas using weed whackers, hand tools, and equipment such as a dozer. Class 1, 4.
10. Clean, repair, and replace pipelines and related equipment. Class 1, 2, 4, 9.
11. Debris removal and maintenance sluicing from reservoirs. Once a year. Class 1, 4.

NAME OF PUBLIC AGENCY APPROVING PROJECT:

Northern California Power Agency
651 Commerce Dr.
Roseville, CA 95678

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Northern California Power Agency
477 Bret Harte Drive
Murphys, CA. 95247

EXEMPT STATUS: The above lists correlates the particular activity to the classes of categorical exemptions that apply to each activity; they are Categorical Exemptions Title 14 CCR Sections 15301(a), (b), (c), (d), (g), (h), (i), (m); 15302(c); 15303(d), I; 15304(a), (c), (f), (g), (i); 15309; and 15311.

REASONS WHY PROJECT IS EXEMPT: Work will be done to an existing, publicly owned Hydro facilities on the North Fork Stanislaus River to operate and maintain electric power generation, transmission and associated facilities. The project will not have the potential to cause a significant effect on the environment as a result of “unusual circumstances” or any of the exceptions listed in Title 14 CCR Section 15300.2.

ACTIVITIES AND CLASS OF EXEMPTION:

1. Maintain turbine generating units, water pipelines, and electrical transmission systems is categorically exempt under Class 1, 2, 3, 4, 9, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities; (Class 31)

maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historic resources; 23 CCR 504(a)(7) Dams subject to the jurisdiction of the Department's Division of Safety of Dams.

2. Digging trenches. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
3. Repair power and communication lines. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities. .
4. Clean out drainage ditches and drain inlets. Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4, 5. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
6. Repair drainage damage on slopes and roads. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.
7. Snow plow the roads and repair existing roads and easements. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor

alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.

8. Weed mitigation and brush clearing Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
9. Tree removal for public safety Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
10. Clean, repair, or replace pipelines and related equipment. Class 1, 2, 4, 9. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2) replacement or reconstruction of existing structures or facilities; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation;.
11. Removal of debris and accumulated sediment from reservoir. Class 1,4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. The activity qualifies as a Class 1 Exemption as the dams and sluiceways are existing facilities and sluicing involves no expansion of use. Debris removal and sluicing activity is restoration of a previous condition and necessary for safe operation. The activities qualify as a Class 4 Exemption as maintenance sluicing is a minor alteration to land and water.

LEAD AGENCY CONTACT PERSON: Jake Eymann
TELEPHONE NUMBER: 209-728-1387

Signature: _____

Date: _____

Jake Eymann
Title Manager Hydro Facilities, NCPA

Signed by Lead Agency

NOTICE OF EXEMPTION

TO: County Clerk
County of San Joaquin
44 N. San Joaquin Street Suite 230
Stockton, CA 95202-3273

Office of Planning & Research
P. O. Box 3044 – Room 113
Sacramento, CA 95812-3044

FROM: Northern California Power Agency
477 Bret Harte Drive
Murphys, CA 95247

PROJECT TITLE: North Fork Stanislaus River Hydroelectric Project FERC Project No. 2409, Upper Utica Hydroelectric Project FERC Project No. 11563, and the Transmission Line FERC Project No. 11197.

PROJECT LOCATION: Along the North Fork of the Stanislaus River and its tributaries in Alpine, Tuolumne, and Calaveras Counties and transmission lines in Calaveras, San Joaquin, Tuolumne and Stanislaus Counties.

PROJECT LOCATION – CITY: Spread out as noted above
COUNTY: Alpine, Calaveras, Tuolumne, San Joaquin, and Stanislaus.

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: Operation and maintenance of hydroelectric projects, including minor modification of existing equipment and negligible expansion of facilities and energy generation capacity. NCPA proposes to implement the following activities for the remainder of the current FERC Licenses (No. 2409, No. 11563, and No. 11197) and for any renewal terms thereof. Maps identifying the location and activities are located at NCPA's office located at 477 Bret Harte Drive, Murphys, California.

1. Maintain turbine generating units, auxiliary systems, dams, water retention and conveyance structures, and electrical transmission systems through routine cleaning, repairing, and replacing of defective equipment. Class 1, 2, 3, 4, 9, 11, 31; 23 CCR 504(a)(7).
2. Trenching in existing project areas. Class 1, 2, 3, 4, 11.
3. Repairs/replacements of power and communication equipment, structures, and lines in conduit that may or may not be in a trench including but not limited to power poles, towers, conductors.. Class 1, 2, 3, 4, 11.
4. Clean out drainage ditches and drain inlets by removing debris including brush, logs, leaves and sediments using hand held equipment such as shovels, supported by light equipment such as a back-hoe. This needs to be done frequently in the winter following storms. Class 1, 4.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4, 11.

6. Repair drainage damage on slopes and roads caused from storms and use. This can occur frequently in the winter. Class 1, 2, 4, 11.
7. Stripe the existing roads and repair pot holes. Snow plow the roads. Maintenance grading of power line easements and roads to maintain access and clearance. Class 1, 2, 4, 11.
8. Weed mitigation and brush clearing using weed-wacker, spraying, and hand clearing of shrubs on existing right-of-ways. This usually occurs in the spring. Class 1, 4.
9. Tree and brush removal from existing camp sites, power line easements, existing fire breaks, dams, spillways, powerhouses, tailraces and other public areas using weed whackers, hand tools, and equipment such as a dozer. Class 1, 4.
10. Clean, repair, and replace pipelines and related equipment. Class 1, 2, 4, 9.
11. Debris removal and maintenance sluicing from reservoirs. Class 1, 4.

NAME OF PUBLIC AGENCY APPROVING PROJECT:

Northern California Power Agency
651 Commerce Dr.
Roseville, CA 95678

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Northern California Power Agency
477 Bret Harte Drive
Murphys, CA. 95247

EXEMPT STATUS: The above lists correlates the particular activity to the classes of categorical exemptions that apply to each activity; they are Categorical Exemptions Title 14 CCR Sections 15301(a), (b), (c), (d), (g), (h), (i), (m); 15302(c); 15303(d), (e); 15304(a), (c), (f), (g), (i); 15309; and 15311.

REASONS WHY PROJECT IS EXEMPT: Work will be done to an existing, publicly owned Hydro facilities on the North Fork Stanislaus River to operate and maintain electric power generation, transmission, and associated facilities. The project will not have the potential to cause a significant effect on the environment as a result of “unusual circumstances” or any of the exceptions listed in Title 14 CCR Section 15300.2.

ACTIVITIES AND CLASS OF EXEMPTION:

1. Maintain turbine generating units, water pipelines, and electrical transmission systems is categorically exempt under Class 1, 2, 3, 4, 9, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11) construction, or placement of minor structures accessory to existing facilities; (Class 31)

maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historic resources; 23 CCR 504(a)(7) Dams subject to the jurisdiction of the Department's Division of Safety of Dams.

2. Digging trenches. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
3. Repair power and communication lines. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land.
4. Clean out drainage ditches and drain inlets. Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
6. Repair drainage damage on slopes and roads. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.
7. Snow plow the roads and repair existing roads and easements. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor

alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.

8. Weed mitigation and brush clearing Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
9. Tree removal for public safety Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
10. Clean, repair, or replace pipelines and related equipment. Class 1, 2, 4, 9. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2) replacement or reconstruction of existing structures or facilities; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation.
11. Removal of debris and accumulated sediment from reservoir. Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. The activity qualifies as a Class 1 Exemption as the dams and sluiceways are existing facilities and sluicing involves no expansion of use. Debris removal and sluicing activity is restoration of a previous condition and necessary for safe operation. The activities qualify as a Class 4 Exemption as maintenance sluicing is a minor alteration to land and water.

LEAD AGENCY CONTACT PERSON: Jake Eymann
TELEPHONE NUMBER: 209-728-1387

Signature: _____

Date: _____

Jake Eymann
Title Manager Hydro Facilities, NCPA

Signed by Lead Agency

NOTICE OF EXEMPTION

TO: County Clerk
County of Stanislaus
1021 I Street, Suite 101
Stanislaus, CA 95354

Office of Planning & Research
P.O. Box 3044 - Room 113
Sacramento, CA 95812-3044

FROM: Northern California Power Agency
477 Bret Harte Drive
Murphys, CA 95247

PROJECT TITLE: North Fork Stanislaus River Hydroelectric Project FERC Project No. 2409, Upper Utica Hydroelectric Project FERC Project No. 11563, and the Transmission Line FERC Project No. 11197.

PROJECT LOCATION - SPECIFIC: Along the North Fork of the Stanislaus River and its tributaries in Alpine, Tuolumne, and Calaveras Counties and transmission lines in Calaveras, San Joaquin, Tuolumne and Stanislaus Counties.

PROJECT LOCATION – CITY: Spread out as noted above
COUNTY: Alpine, Calaveras, Tuolumne, San Joaquin, and Stanislaus.

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: Operation and maintenance of hydroelectric projects, including minor modification of existing equipment and negligible expansion of facilities and energy generation capacity. NCPA proposes to implement the following activities for the remainder of the current FERC Licenses (No. 2409, No. 11563, and No. 11197) and any renewal terms thereof. Maps identifying the location and activities are located at NCPA's Hydroelectric office, 477 Bret Harte Drive, Murphys, California.

1. Maintain turbine generating units, auxiliary systems, dams, water retention and conveyance structures, and electrical transmission systems through routine cleaning, repairing, and replacing of defective equipment. Class 1, 2, 3, 4, 9, 11, 31; 23 CCR 504(a)(7).
2. Trenching in existing project areas. Class 1, 2, 3, 4, 11.
3. Repairs/replacements of power and communication equipment, structures, and lines in conduit that may or may not be in a trench including but not limited to power poles, towers, conductors. Class 1, 2, 3, 4, 11.
4. Clean out drainage ditches and drain inlets by removing debris including brush, logs, leaves and sediments using hand held equipment such as shovels, supported by light equipment such as a back-hoe. This needs to be done frequently in the winter following storms. Class 1, 4.

5. Maintenance and replacement of drainage culverts. Class 1, 2, 4, 11.
6. Repair drainage damage on slopes and roads caused from storms and use. This can occur frequently in the winter. Class 1, 2, 4, 11.
7. Stripe the existing roads and repair pot holes. Snow plow the roads. Maintenance grading of power line easements and roads to maintain access and clearance. Class 1, 2, 4, 11.
8. Weed mitigation and brush clearing using weed-wacker, spraying, and hand clearing of shrubs on existing right-of-ways. This usually occurs in the spring. Class 1, 4.
9. Tree and brush removal from existing facilities, camp sites, power line easements, existing fire breaks, dams, spillways, powerhouses, tailraces and other public areas using weed-wackers, hand tools, and equipment such as a dozer. Class 1, 4.
10. Clean, repair, and replace pipelines and related equipment. Class 1, 2, 4, 9.
11. Debris removal and maintenance sluicing from reservoirs. Class 1, 4.

NAME OF PUBLIC AGENCY APPROVING PROJECT:

Northern California Power Agency
651 Commerce Dr.
Roseville, CA 95678

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Northern California Power Agency
477 Bret Harte Drive
Murphys, CA 95247

EXEMPT STATUS: The above lists correlates the particular activity to the classes of categorical exemptions that apply to each activity; they are Categorical Exemptions Title 14 CCR Sections 15301(a), (b), (c), (d), (g), (h), (i), (m); 15302(c); 15303(d), (e); 15304(a), (c), (f), (g) (i); 15309; and 15311.

REASONS WHY PROJECT IS EXEMPT: Work will be done to an existing, publicly owned Hydro facilities on the North Fork Stanislaus River to operate and maintain electric power generation, transmission and associated facilities. The project will not have the potential to cause a significant effect on the environment as a result of “unusual circumstances” or any of the exceptions listed in Title 14 CCR Section 15300.2.

ACTIVITIES AND CLASS OF EXEMPTION:

1. Maintain turbine generating units, water pipelines, and electrical transmission systems is categorically exempt under Class 1, 2, 3, 4, 9, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation; (Class 11)

construction, or placement of minor structures accessory to existing facilities; (Class 31) maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historic resources; 23 CCR 504 (a)(7) Dams subject to the jurisdiction of the Department's Division of Safety of Dams.

2. Digging trenches. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
3. Repair power and communication lines. Class 1, 2, 3, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 3) installation of small new equipment and facilities in small structures; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
4. Clean out drainage ditches and drain inlets. Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land.
5. Maintenance and replacement of drainage culverts. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; (Class 11) construction, or placement of minor structures accessory to existing facilities.
6. Repair drainage damage on slopes and roads. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.
7. Snow plow the roads and repair existing roads and easements. Class 1, 2, 4, 11. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2), replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have

substantially the same purpose and capacity as the structure replaced; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities.

8. Weed mitigation and brush clearing Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities..
9. Tree removal for public safety Class 1, 4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 4) minor alterations in the condition of the land; and (Class 11) construction, or placement of minor structures accessory to existing facilities..
10. Clean, repair, or replace pipelines and related equipment. Class 1, 2, 4 9. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use; (Class 2) replacement or reconstruction of existing structures or facilities; (Class 4) minor alterations in the condition of the land; (Class 9) inspections, to check for performance of an operation.
11. Removal of debris and accumulated sediment from reservoir. Class 1,4. This activity consists of (Class 1) the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. The activity qualifies as a Class 1 Exemption as the dams and sluiceways are existing facilities and sluicing involves no expansion of use. Debris removal and sluicing activity is restoration of a previous condition and necessary for safe operation. The activities qualify as a Class 4 Exemption as maintenance sluicing is a minor alteration to land and water.

LEAD AGENCY CONTACT PERSON: Jake Eymann
TELEPHONE NUMBER: 209-728-1387

Signature:_____

Jake Eymann

Title Manager Hydro Facilities, NCPA

Date:_____

Signed by Lead Agency



California Environmental Quality Act Notice of Exemptions Generation Services

Jake Eymann
Plant Manager
October 2, 2024

California Environmental Quality Act (CEQA) Notice of Exemptions (NOEs)

- California Environmental Quality Act (CEQA) Categories
 - Categorical, Statutory, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports
- NCPA maintenance activities listed in these Notices of Exemptions (NOEs) are categorically exempt
- Categorically exempt activities
 - Established by the Resources Agency as part of the CEQA guidelines, limited to classes of activities that usually do not result in significant impacts on the environment and cannot be used if there is a reasonable possibility that the project may have a significant impact.

California Environmental Quality Act (CEQA) Notice of Exemptions (NOEs)

- Historically, NCPA GS Facilities targeted filing CEQA NOE updates every 5 years under guidance from management
 - CT last filed a plant-wide NOE on September 27, 2013
 - GEO last filed a plant-wide NOE on October 31, 2012
 - Hydro last filed a plant-wide NOE on March 27, 2014
- New NOEs should be filed if
 - There are significant changes to planned routine maintenance activities or
 - The CEQA guidelines materially change in the future

California Environmental Quality Act (CEQA) Notice of Exemptions (NOEs)

- This 2024 update facilitates a single Commission action for all NCPA generation facilities
 - Each generation facility has clarified various maintenance activities in their respective NOEs
 - These new NOEs are based on the 2024 guidelines
 - Counties of filing
 - Combustion Turbine Facilities – Alameda, San Joaquin
 - Geothermal Facilities – Lake, Sonoma
 - Hydropower Facilities – Alpine, Calaveras, San Joaquin, Stanislaus, Tuolumne

CEQA NOE Financial Impact

- Total filing fees will be less than \$1,000

Environmental Analysis

- The NCPA planned maintenance activities identified in the NOEs are consistent with the categorical exemptions listed in the 2024 CEQA guidelines. The recommended action will allow NCPA to continue to comply with the current State CEQA Guidelines to perform maintenance activities at the GS Plant Facilities

Recommendation

- Staff is seeking a recommendation from the Facilities Committee for Commission approval authorizing the General Manager or his designee to file with the appropriate County Clerks the California Environmental Quality Act (CEQA) Notices(s) of Exemption (NOEs) for routine operation and maintenance activities at the NCPA Plant Facilities.



Commission Staff Report

COMMISSION MEETING DATE: October 24, 2024

SUBJECT: Property Insurance Program Renewal for CY2025

AGENDA CATEGORY: Consent

FROM: Monty Hanks
Assistant General
Manager/CFO

Division: Administrative Services

Department: Risk Management

METHOD OF SELECTION:

N/A

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 24-XX authorizing the General Manager to negotiate and bind Property insurance coverage with FM for CY2025 at a not-to-exceed premium of \$5,100,000.

BACKGROUND:

One of the goals identified in the 2021-2026 Strategic Plan was to develop a long-term, cost-effective insurance coverage strategy while building solid relationships between the Agency and its insurers. For the last three years, the Agency has created a valued partnership with FM (formerly FM Global), which has helped build resiliency across NCPA assets by providing loss control engineering in addition to policy coverages. However, staff instructed the Agency's broker, Alliant, to present the property program to the insurance markets to ensure the Agency was still achieving a cost-effective program. At the same time, staff worked closely with FM to obtain a renewal quote for CY2025. Fielding multiple renewal proposals aims to maximize the value of the Property Insurance program while minimizing the fiscal impacts on the Agency.

Loss History

Over the last two calendar years, the Agency has experienced several unforeseen losses, detailed in the table below. During this period, the Agency made claims for property and business interruption losses above \$12,300,000, recovered over \$8,300,000, and paid \$4,000,000 in deductibles. The total amount collected by the Agency from claims represents 71% of gross premiums collected by FM since CY2022 or 106% since CY2023. Loss history is a significant contributor to how an insurer rates the risk of an insurance program and, subsequently, is one of the main drivers of premiums.

Location/Loss	CY	Property Loss	Business Interruption Loss*	Total Collected Less Deductible**
Geo/Unit 4 Strainer	2023	\$1,997,850		\$997,850
Geo/Unit 1 Strainer	2024	\$1,541,182	\$5,628,500	\$6,169,682
Geo/Unit 4 Oil Pump	2024	\$1,624,933		\$624,933
Hydro/Tailrace***	2024			\$0
Hydro/Handrails	2024	\$1,514,309		\$514,309
			Total:	\$8,306,774

*There was no recoverable BI loss for claims where there are no reported value

**Property Damage deductible is \$1,000,000 for all claims relating to real property

***FM denied the claim, but the claim has been filed with FEMA for recovery

Statement of Values

Property Values (Building + Machinery and Equipment)

For all the Agency's property assets, a 3.1% increase in building values and a 6.3% increase in machinery and equipment values over the CY2024 values were used to obtain actual values for CY2025 based on market trends. The reported value of the Agency's property assets is \$1,415,884,556; this does not include Business Interruption Insurance.

Business Interruption Insurance (BI)

Business interruption insurance was quoted for CY2025. Forecasted revenue for Geo is down \$31,102,734, or 25%, while Hydro is down \$20,989,610, or 21%. One of the main drivers for lower forecasted revenues is the softening of forward prices for CY2025 compared to CY2024. In addition, the value of resource adequacy revenues is forecasted to be lower in CY2025. BI has not been historically elected for the combustion turbine fleet.

Total Insured Value (TIV)

The total insured value is the sum of the Statement of Property Values and Business Interruption Insurance for each location. The insurance markets use the TIV to calculate the total insurance premium for a given calendar year. The following TIVs were provided to Alliant and FM:

Location	Building Value	Machinery & Equipment	Total Property	BI*	Total
LEC	\$25,818,818	\$527,963,505	\$553,782,323		\$553,782,323
CTs		\$53,266,492	\$53,266,492		\$53,266,492
Hydro	\$64,006,038	\$331,107,014	\$395,113,052	\$94,989,815	\$490,102,867
Geo	\$317,261,280	\$79,251,135	\$396,512,415	\$79,353,757	\$475,866,172
HQ/Admin	\$13,057,792	\$4,152,482	\$17,210,274		\$17,210,274
		TOTALS:	\$1,415,884,556	\$174,343,572	\$1,590,228,129

*Business Interruption Insurance is not elected for LEC and the CTs.

Alliant Proposal

Alliant solicited the property insurance markets to obtain a not-to-exceed quote for the Agency's property assets. AEGIS, the prior property insurance provider, indicated a premium between \$6,500,000 and \$7,500,000, where AEGIS would take 40% of the program and layer additional insurers to reach 100% coverage. In addition, AEGIS would impose a \$10,000,000 deductible for any wildfire loss while leaving the existing deductibles unchanged.

FM Proposal

FM is the current incumbent providing property insurance for the Agency's property assets. Due to the Agency's loss history, FM is seeking a rate increase of 24.6% over the expiring premium. FM presented staff with two proposals for the renewal of the CY2025 Property Insurance. Option one is to make no changes to the program and keep the deductibles at the current levels (\$1m/\$2m LEC turbine). Option two is to raise all current deductibles to \$3,000,000, resulting in a \$400,000 premium credit. During discussions with FM, they indicated that the \$1m/\$2m deductibles would not be an option for the CY2026 renewal and that \$3,000,000 is appropriate for a power generation client. The total premium for option one and option two are detailed below:

	Option 1	Option 2
2025 TIV	\$1,590,228,129	\$1,590,228,129
2025 Premium	\$5,450,000	\$ 5,450,000
2025 TRIA	\$237,306	\$237,306
2025 Membership Credit	(\$335,364)	(\$335,364)
Inc. Deductible Credit	--	(\$400,000)
Net Premium	\$5,351,942	\$4,951,942

Discussion

The property insurance premium is allocated based on the total insured value, calculated as Property Value + BI. Based on the recommendation of selection Option 2, the expected CY2025 Property Insurance Renewal Premium is at a not-to-exceed of \$5,100,000. NCPA's commitment is an NTE of \$3,300,000, while LEC's is an NTE of \$1,800,000 for the CY2025 renewal.

FISCAL IMPACT:

The total cost to renew the Property Insurance program with FM is not to exceed \$5,100,000 and will be allocated to the specific project locations on an assessed value basis.

ENVIRONMENTAL REVIEW:

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.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 24-XX

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE RENEWAL OF THE CY2025 PROPERTY INSURANCE PROGRAM

(reference Staff Report #XXX:24)

WHEREAS, one of the goals identified in the 2021-2026 Strategic Plan is to develop a long-term, cost-effective insurance strategy while building solid relationships between the Agency and its insurers; and

WHEREAS, the Agency has created a valued partnership with FM, helping build resiliency across NCPA assets by providing loss control engineering in addition to effective policy coverages; and

WHEREAS, to align with the goal of maintaining a cost-effective insurance strategy, staff instructed the Agency's broker, Alliant, to present the Agency's property program to the insurance markets while staff simultaneously worked with FM to obtain a renewal quote; and

WHEREAS, the Agency's generation assets experienced several unforeseen losses where claims for property and business interruption insurance were made totaling over \$12,300,000, where more than 8,300,000 was recovered through the claims process while requiring the Agency to pay \$4,000,000 in insurance deductibles; and

WHEREAS, the total payments for claims received represents 71% of the total premium paid over the last three years by the Agency, and claim history is a significant metric an insurer uses to rate the risk of an insurance program and subsequently is one of the main drivers of premiums; and

WHEREAS, the Agency's property asset values increased by 3.1% for buildings and 6.3% for machinery and equipment over previous reported values; and

WHEREAS, forecasted revenues for Hydro and Geo were provided to FM Global as the consideration for Business Interruption Insurance and added to the respective plant values; and

WHEREAS, Alliant proposed a not-to-exceed quote for the Agency's CY2025 property insurance premium between \$6,500,000 and \$7,500,000 with AEGIS as the lead insurer in a stacked program where AEGIS would impose a \$10,000,000 deductible for any wildfire loss while leaving the existing policy limits and deductibles unchanged; and

WHEREAS, FM, the incumbent providing property insurance for the Agency's property assets, is seeking a 24.6% rate increase of the expiring policy also provided the Agency with two renewal options; and

WHEREAS, Option 1 makes no changes to the expiring policy; and

WHEREAS, Option 2 increases insurance deductibles to \$3,000,000, which entitles the Agency to a \$400,000 premium credit;

WHEREAS, during discussions with FM, it was indicated that the \$1m/\$2m deductibles would not be an option in CY2026 and that a \$3,000,000 deductible is appropriate for a power generation client; and

WHEREAS, after a careful review of proposals from Alliant and FM, staff recommends moving forward with FM, specifically, Option 2; and

WHEREAS, to bind renewal of the property policy with FM, this action grants the authority to the General Manager to bind renewal of the Agency's property insurance coverage from 12/15/2024 to 12/15/2025 at a not-to-exceed premium of \$5,100,000; and

WHEREAS, the Facilities Committee reviewed and recommended on October 2nd, 2024 and LEC PPC reviewed and approved on October 7th, 2024; 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 approve granting the authority to the General Manager to renew the Agency's property insurance program at a not-to-exceed premium of \$5,100,000.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024
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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST: _____
CARRIE POLLO
ASSISTANT SECRETARY



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: October 24, 2024

SUBJECT: 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project;
Applicable to the following: The Northern California Power Agency (NCPA) Combustion Turbine Alameda Facility Units 1 and 2 and Combustion Turbine Lodi Facility.

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 24-XX authorizing the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$544,391.95, and authorizing encumbrance and reallocation of the FY24 CT1 Controls and Excitation funding in the amount of \$350,891.95 to help fund the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project (pending NCPA encumbrance processing), and authorizing the use of up to \$193,500 from the FY25 CT1 Outage budget for remaining project funding.

BACKGROUND:

NCPA's Combustion Turbine Facilities electrical protection systems, which were originally installed in 1985, are aged and obsolete. The current systems are no longer supported by the OEM, and it is becoming increasingly difficult to source parts and service for these systems. Per NERC standards, calibration and testing must be performed every six (6) years. NCPA completed a similar project at CT1 Lodi in January 2024.

Successful completion of this project will future-proof the CT1 Facilities. The subsequent updated electrical protection methods, studies, and hardware will allow for safer and more reliable operations of the CT units. Additionally, the installation of new, modern components will allow for expanded parts availability and increased product support. Related plant documentation will be updated, ensuring NCPA continues to meet regulatory compliance standards and have better troubleshooting for plant electrical trips. With the current equipment, NERC-required maintenance and inspections must be completed every six (6) years. Installation of the new equipment will decrease required frequency intervals to every twelve (12) years.

FISCAL IMPACT:

The total cost of the project is estimated not to exceed \$544,391.95. A table detailing a breakdown of project costs is included below.

Project Costs	
Engineering, Procurement, and Protection Studies	\$174,074.88
Installation, Testing, and Training Services	\$282,400.00
Contingency	\$87,917.07
Total Project Cost	\$544,391.95

Due to quotes for this project coming back higher than originally anticipated, NCPA is requesting authorization for encumbrance and reallocation of the FY24 CT1 Controls and Excitation funding in the amount of \$350,891.95 to help fund the 2025 Combustion Turbine Facilities Switchyard Relays Project (pending NCPA encumbrance processing), and authorize the use of up to

\$193,500 from the FY25 CT1 Outage budget for remaining project funding. A table detailing the funding sources for this project is included below.

	Funding Source	Acct. #	Requested Amount
Transfer From:	FY24 CT1 Controls and Excitation Project	345-010-000-610-020-006	\$350,891.95 (encumbered)
Transfer To:	FY25 CT1 Switchyard Relays	345-010-000-610-020-013	
Already Approved	FY25 CT1 Outage		\$193,500.00
	Total		\$544,391.95

SELECTION PROCESS:

In accordance with NCPA's procurement policies and procedures, NCPA solicited formal competitive bids to perform the work required for this Project. Bids were evaluated and work was awarded to Schweitzer Engineering Labs, Inc., as they provided the lowest cost and the best overall value to NCPA.

ENVIRONMENTAL ANALYSIS:

These activities have already been subject to CEQA equivalent review. The proposed activities of the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions.

COMMITTEE REVIEW:

PENDING FACILITIES APPROVAL:

AFTER FACILITIES APPROVAL: On October 2, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 24-XX

SR: XXX:24

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE 2025 COMBUSTION TURBINE FACILITIES SWITCHYARD RELAYS UPGRADE PROJECT

(reference Staff Report #XXX:24)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Combustion Turbine facility near Alameda, CA, consisting of two power plants, and a Combustion Turbine facility near Lodi, CA, consisting of one power plant; and

WHEREAS, NCPA's Combustion Turbine Facilities electrical protection systems, which were originally installed in 1985, are aged and obsolete. The current systems are no longer supported by the OEM, and it is becoming increasingly difficult to source parts and service for these systems. Per NERC standards, calibration and testing must be performed every six (6) years. NCPA completed a similar project at CT1 Lodi in January 2024; and

WHEREAS, successful completion of this project will future-proof the CT1 Facilities, allowing for safer and more reliable operations of the CT units and expanded parts availability and increased product support. Installation of the new equipment will decrease NERC-required maintenance and inspection intervals from every six (6) years to every twelve (12) years; and

WHEREAS, on October 2, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval; and

WHEREAS, these activities have already been subject to CEQA equivalent review. The proposed activities of the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$544,391.95, and authorizing encumbrance and reallocation of the FY24 CT1 Controls and Excitation funding in the amount of \$350,891.95 to the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project (pending NCPA encumbrance processing), and use of up to \$193,500 from the FY25 CT1 Outage budget for project funding.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST: _____
CARRIE POLLO
ASSISTANT SECRETARY



2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project

Facilities Committee
October 2, 2024

Background

- The CT1 electrical protection systems, originally installed in 1985, are aged and obsolete.
- No longer supported by OEM; hard to source parts and service.
- Calibration and testing must be performed every six (6) years per NERC standards.
- NCPA completed a similar project at CT1 Lodi in January 2024.

Purpose

- Successful completion will future-proof CT1 Facilities.
- Updated electrical protection methods, studies, and hardware will allow for safer and more reliable operation.
- Installation of modern components will allow for expanded parts availability and increased product support.
- Related plant documentation will be updated, ensuring continued regulatory compliance and better troubleshooting of plant electrical trips.
- Decreased NERC inspection intervals from every six (6) years to every twelve (12) years.



CT1 Lodi – Pre-project.



CT1 Lodi – Post-project.

Fiscal Impact

	Funding Source	Acct. #	Requested Amount
Transfer From:	FY24 CT1 Controls and Excitation Project	345-010-000-610-020-006	\$350,891.95 (encumbered)
Transfer To:	FY25 CT1 Switchyard Relays	345-010-000-610-020-013	
Already Approved	FY25 CT1 Outage		\$193,500.00
	Total		\$544,391.95

Project Costs	
Engineering, Procurement, and Protection Studies	\$174,074.88
Installation, Testing, and Training Services	\$282,400.00
Contingency	\$87,917.07
Total Project Cost	\$544,391.95

Selection Process

- In accordance with NCPA's procurement policies and procedures, NCPA solicited formal competitive bids to perform the work required for this Project. Bids were evaluated and work was awarded to Schweitzer Engineering Labs, Inc., as they provided the lowest cost and the best overall value to NCPA.

Environmental Analysis

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

Recommendation

Approve Resolution 24-XX authorizing the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not exceed \$544,391.95, and authorizing encumbrance and reallocation of the FY24 CT1 Controls and Excitation project funding in the amount of \$350,891.95 to the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project (pending NCPA encumbrance processing), and use of up to \$193,500 from the FY25 CT1 Outage budget for project funding.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: October 24, 2024

SUBJECT: Bureau of Land Management – Geothermal Resources; Renewal of Steam Field Lease Agreements CACA 949 and CACA 950 For An Additional 40-Years and Associated Lease Terms and Special Stipulations; Applicable to the following: The Northern California Power Agency (NCPA) Geothermal Facility.

AGENDA CATEGORY: Discussion/Action

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

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

RECOMMENDATION:

Approve Resolution 24-XX authorizing the General Manager or his designee to execute the Bureau of Land Management (BLM) Decision – Lease Renewal Granted dated August 1, 2024, which extends the Geothermal Steam Field Lease Agreements CACA 949 and CACA 950 for an additional 40-years and other modified terms, with any non-substantial changes recommended and approved by the NCPA General Counsel.

BACKGROUND:

The Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two geothermal power plants, NCPA 1 and NCPA 2, with 78 steam and water injection wells located on land owned by the BLM. NCPA's ability to operate and maintain the geothermal power plants and wells on this land was established through two Steam Field Lease Agreements, CACA 949 and CACA 950 (the lease agreements), both of which became effective on August 1, 1974, and carried a term of 40-years.

The original lease agreements gave NCPA preferential rights to renew as long as NCPA notified the BLM prior to the expiration of the lease agreements. NCPA sent a letter to the BLM dated November 7, 2023 stating its desire to renew the steam field lease agreements for an additional 40-year term. As a condition of renewal, the BLM requested that NCPA conduct biological, botanical, and cultural surveys to document natural and cultural resources. NCPA solicited quotes from several environmental engineering firms and this work was awarded to HDR Engineering. HDR Engineering provided a draft cultural survey report on July 29, 2024. The remaining draft reports for the biological and botanical surveys are due for completion by November 7, 2024.

Although the final biological, botanical, and cultural reports are not completed, the BLM has granted renewal of the lease agreements while allowing completion of the surveys post renewal. A copy of the BLM Decision – Lease Renewal Granted dated August 1, 2024, is attached and requires execution on behalf of NCPA.

The terms and conditions of the lease agreements remain substantially the same as the original lease agreements with two notable differences:

- The original royalty rate was 12.5%; the rate was reduced in 1994 to 11.25% with the introduction of wastewater from the Southeast Geysers Effluent Pipeline (SEGEP). The lower rate remains in effect as long as NCPA continues to receive delivery of SEGEP wastewater. A copy of the BLM's Decision – Royalty Reduction Granted, dated May 19, 1994, is attached for reference.
- Renewal of the lease agreements is extended for an additional 40-years from August 1, 2024, the date of the BLM Decision – Lease Renewal Granted, and so long thereafter as geothermal steam is produced or utilized in commercial quantities. The August 1, 2024 Decision incorporates Lease Terms and Special Stipulations and Conditions NCPA – Geysers KGRA.

Staff also attached to this staff report a copy of the BLM Guidelines for Vegetation Management and a copy of the BLM approved Geothermal Sundry Notice re firebreaks dated July 31, 2019, to provide clarification for the Special Stipulations and Conditions.

FISCAL IMPACT:

The required biological, botanical, and cultural surveys incurred one-time costs of approximately \$218,554. The Geothermal Steam Field lease costs remain the same.

ENVIRONMENTAL ANALYSIS:

The California Energy Commission (CEC) licensed NCPA's Geothermal Plant 1 and Plant 2 (described in the CEC licenses as Geothermal Project 2 and Geothermal Project 3) in 1980 and 1982, respectively. The CEC exercised its exclusive siting authority under its CEQA equivalent program (14 C.C.R. section 15251[j]) and as such has adopted conditions of certification within its license to address environmental impacts of construction, operation, and regular and routine maintenance of these facilities, including the steam fields. Thus, these activities, including the underlying Geothermal Steam Field Leases, have already been subject to CEQA equivalent review and remain subject to CEC jurisdiction and the applicable conditions of certification.

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On October 2, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (5):

- Resolution 24-XX
- BLM Decision – Lease Renewal Granted dated August 1, 2024, with attached BLM Lease Terms and BLM Special Stipulations and Conditions NCPA-Geysers KGRA
- May 19, 1994 BLM Decision - Royalty Reduction Granted
- BLM Guidelines for Vegetation Management
- BLM Approved Geothermal Sundry Notice re Firebreaks dated July 31, 2019

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING STEAM LEASE CACA 949 AND CACA 950 AGREEMENTS WITH THE BUREAU OF LAND MANAGEMENT (BLM)

(reference Staff Report #XXX:24)

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 geothermal power plants, NCPA 1 and NCPA 2, with 78 steam and water injection wells located on Bureau of Land Management (BLM) land; and

WHEREAS, NCPA's ability to operate and maintain the geothermal power plants and wells on this land was established through two Steam Field Lease Agreements, CACA 949 and CACA 950 (the lease agreements), both of which became effective on August 1, 1974, and carried a term of 40-years; and

WHEREAS, the original lease agreements gave NCPA preferential rights to renew as long as NCPA notified the BLM prior to the expiration of the lease agreements. NCPA sent a letter to the BLM dated November 7, 2023 stating its desire to renew the steam field lease agreements for an additional 40-year term; and

WHEREAS, both parties desire to renew the Steam Field Lease Agreements CACA 949 and CACA 950, with similar terms and conditions as the original agreement, for a term of forty years and so long thereafter as geothermal steam is produced or utilized in commercial quantities; and

WHEREAS, as a condition of renewal, the BLM requested that NCPA conduct biological, botanical, and cultural surveys to document natural and cultural resources. Although the final biological, botanical, and cultural reports are not completed, the BLM has granted renewal of the lease agreements while allowing completion of the surveys post renewal; and

WHEREAS, NCPA has incurred a one-time cost of \$218,544 for the required biological, botanical, and cultural surveys requested by the Bureau of Land Management. The lease costs remain the same; and

WHEREAS, NCPA pays the BLM a royalty rate of 12.5%, with a reduction to 11.25% as long as NCPA continues to receive wastewater from the Southeast Geysers Effluent Pipeline; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore 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 execute the Bureau of Land Management (BLM) Decision – Lease Renewal Granted dated August 1, 2024, which extends the Geothermal Steam Field Lease Agreements CACA 949 and CACA 950 for an additional 40-years and other modified terms, with any non-substantial changes recommended and approved by the NCPA General Counsel.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST: _____
CARRIE POLLO
ASSISTANT SECRETARY



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
California State Office
2800 Cottage Way, Suite W1623
Sacramento, CA 95825
www.blm.gov/california

August 1, 2024

In Reply Refer To:
3203 (CA920 GP) P
(CACA949/CACA105466915)
(CACA950/CACA105462081)

DECISION

Northern California Power Agency	:	
P.O. Box 663	:	
12000 Ridge Road	:	Geothermal Resources
Middletown, CA 95461	:	

Lease Renewal Granted

This is in response to a request letter dated November 7, 2023, to renew two geothermal leases, CACA949 and CACA950 (each a “lease,” collectively, “leases”). Northern California Power Agency (NCPA) (“Lessee”) has met the requirements for a forty-year extension. under the provisions of regulation 43 C.F.R. §3207.16. Accordingly, effective August 1, 2024, the primary term of the above referenced Leases are renewed for a 40-year period. This renewal carries forward the original Lease Terms (with some noted modifications) and Special Stipulations, which are also enclosed for reference. Failure to meet the conditions of the lease will result in the BLM reevaluating the justification for the additional term and may result in lease cancellation.

To document acceptance of an additional 40-year lease term and associated Lease Terms and Special Stipulations, please have an Authorized Officer from NCPA sign below on the signature block and return to:

Jeremiah M. Karuzas
Bureau of Land Management
2800 Cottage Way, Room W-1623
Sacramento, CA 958258

Once a signed copy of this letter is received in this office it will constitute, and be filed, as fully executed leases for NCPA, CACA949 and CACA950 respectively. Please retain a copy for your records.

INTERIOR REGIONS 8 & 10 • LOWER COLORADO BASIN & CALIFORNIA-GREAT BASIN

ARIZONA, CALIFORNIA, NEVADA, OREGON*

* PARTIAL

Within 30 days of receipt of this decision, NCPA has the right of appeal to the Interior Board of Land Appeals, Office of the Secretary, in accordance with regulations at 43 CFR, parts 4 and 1840. If an appeal is taken, NCPA must follow the procedures outlined in the enclosed form 1842-1 (Enclosed), Information on Taking Appeals to the Interior Board of Land Appeals. NCPA has the burden of showing that the decision is in error. This decision is effective immediately and will remain in effect while the appeal is pending unless a stay is granted. A petition for stay may be filed only by a party who is eligible to file an appeal. An appeal and petition for stay must be served on each adverse party named in the decision, filed in the office of the officer who made the decision and must be filed with the Interior Board of Land Appeals by NCPA. NCPA bears the burden of proof to demonstrate in the petition sufficient justification for a stay based on: (1) the likelihood of the success on the merits of the appeal, (2) the likelihood of immediate and irreparable harm if the stay is not granted, (3) the relative harm to the parties of the stay is granted or denied, and (4) whether the public interest favors granting the stay.

If you should have any questions, please contact Gary Parent at (916) 978-4381, or gparent@blm.gov.

Sincerely,

JEREMIAH KARUZAS

Digitally signed by JEREMIAH
KARUZAS
Date: 2024.08.01 13:04:32 -07'00'

Jeremiah M. Karuzas
Deputy State Director
Division of Energy and Minerals

Enclosures (3):

Lease Terms
Special Stipulations and Conditions
Form 1842-1

Received and Accepted by NCPA

Signature/Title

Date

Lease Terms¹

Sec. 1. GRANT – Please refer to previous leases for land description and rights conveyed for the following:

CACA949/CACA105466915 - 2,459.61 acres
CACA950/CACA105462081 -1,606.43 acres

Sec. 2. TERM

(a) This lease shall be for a term of forty (40) years from the effective date and so long thereafter as geothermal steam is produced or utilized in commercial quantities.

Sec. 3. RENTALS AND ROYALTIES

~~(a) Annual Rental – For each lease year prior to the commencement of production of geothermal resources in commercial quantities on the leased lands, the Lessee shall pay the Lessor on or before the anniversary date of the lease a rental of \$2.00 for each acre or fraction thereof.~~

~~(b) Escalating Rental – Beginning with the sixth lease year and for each year thereafter until the lease year beginning on or after the commencement of production of geothermal resources in commercial quantities, the Lessee shall pay on or before the anniversary date of the lease an escalated rental in an amount per acre or fraction thereof equal to the rental per acre for the preceding year and an additional sum of one (1) dollar per acre or fraction thereof. If the lease is extended beyond ten (10) years for reasons other than the commencement of production of geothermal resources in commercial quantities, the rental for the eleventh year and for each lease year thereafter until the lease year beginning on or after the commencement of such production will be the amount of rental for the tenth lease year. If any expenditures are made in any lease year for diligent exploration on the leased lands in excess of the minimum required expenditures for that year, the excess may be credited against any rentals in excess of \$2.00 per acre or fraction thereof due the Lessor for that or any future year.~~

(c) Royalty - On or before the last day of the calendar month after the month of commencement of production in commercial quantities of geothermal resources and thereafter on a monthly basis, the Lessee shall pay to the Lessor:

(1) A royalty of 12 ½ percent on the amount or value of steam², or any other form of heat or other associated energy produced, processed, removed, sold, or

¹ Note – Section 1 is not included in its entirety. Section 2 has been updated to reflect appropriate duration of the terms of the lease(s). Section 3 (a) and (b), and Section 13 have been deleted due to lack of current relevance.

² “amount or value of steam” shall be calculated based on approved methodologies in coordination with the Office of Natural Resource Revenue. Royalty rate shall be set at 11 ¼ percent insofar as NCPA continues to inject fluid from the Geysers Effluent Pipeline in accordance with previous BLM decision(s).

utilized from this lease or reasonably susceptible to sale or utilization by the Lessee.

(2) A royalty of 5 percent of the value of any by-product derived from production under this lease, produced, processed, removed, sold, or utilized from this lease or reasonably susceptible of sale or utilization by the Lessee, except that as to any by-product which is a mineral named in Sec. 1 of the Mineral Leasing Act of February 25, 1920, as amended, (30 U.S.C. 181), the rate of royalty for such mineral shall be the same as that provided in that statute and the maximum rate of royalty for such mineral shall not exceed the maximum royalty applicable under that statute.

(3) A royalty of 5 percent of the value of commercially demineralized water which has been produced from the leased lands and has been sold or utilized by the Lessee or is reasonably susceptible of sale or utilization by the Lessee. In no event shall the Lessee pay to the Lessor, for the lease year beginning on or after the commencement of production in commercial quantities on the leased lands or any subsequent lease year, a royalty of less than two (2) dollars per acre or fraction thereof. If royalty paid on production during the lease year has not satisfied this requirement, the Lessee shall pay the difference on or before the expiration date of the lease year for which it is paid.

(d) Waiver and Suspension of Rental and Royalties - Rentals or royalties may be waived, suspended, or reduced pursuant to the applicable regulations on the entire leasehold or any portion thereof in the interest of conservation or for the purpose of encouraging the greatest ultimate recovery of geothermal resources if the Lessor determines that it is necessary to do so to promote such development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) Undivided Fractional Interests - Where the interest of the Lessor in the geothermal resources underlying any tract or tracts described in Sec. 1 is an undivided fractional interest, the rentals and royalties payable on account of each such tract shall be in the same proportion to the rentals and royalties provided in this lease as the individual fractional interest of the Lessor in the geothermal resources underlying such tract is to the full fee interest.

(f) Readjustments - Rentals and royalties hereunder may be readjusted in accordance with the Act and regulations to rates not in excess of the rates provided therein, and at not less than twenty (20) year intervals beginning thirty-five (35) years after the date geothermal steam is produced from the lease as determined by the Supervisor.

Sec. 4. PAYMENTS - It is expressly understood that the Secretary may establish the values and minimum values of geothermal resources to compute royalties in accordance with the applicable regulations. Unless otherwise directed by the Secretary, all payments to the Lessor will be made as required by the regulations. If there is no well on the leased lands capable of producing geothermal resources in commercial quantities, the failure to pay rental on or before the anniversary date shall cause the lease to terminate by operation of law except as provided by Sec. 3244.2 of the regulations. If the time for payment falls on a day on which the proper office to receive payment is closed, payment shall be deemed to be made on time if made on the next official working day.

Sec. 5. BONDS - The Lessee shall file with the Authorized Officer of the Bureau (hereinafter called the "Authorized Officer") shall maintain at all times the bonds required under the regulations to be furnished as a condition to the issuance of this lease or prior to entry on the leased lands in the amounts established by the Lessor and to furnish such additional bonds or security as may be required by the Lessor upon entry on the lands or after operations or production have begun.

Sec. 6. WELLS

(a) The Lessee shall drill and produce all wells necessary to protect the leased land from drainage by operations on lands not the property of the Lessor, or other lands of the Lessor leased at a lower royalty rate, or on lands as to which royalties and rentals are paid into different funds from those into which royalties under this lease are paid. However, in lieu of any part of such drilling and production, with the consent of the Supervisor, the Lessee may compensate the Lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Supervisor.

(b) At the Lessee's election, and with the approval of the Supervisor, the Lessee shall drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized by applicable law.

(c) After due notice in writing, the Lessee shall diligently drill and produce such wells as the Supervisor shall require so that the leased lands may be properly and timely developed and for the production of geothermal steam and its by-products, including commercially demineralized water for beneficial uses in accordance with applicable state laws. However, the Supervisor may waive or modify the requirements of this subparagraph (c) in the interest of conservation of natural resources or for economic feasibility or other reasons satisfactory to them. If the products or by-products of geothermal production from wells drilled on this lease are susceptible of producing commercially demineralized water for beneficial uses, and a program therefor is not initiated with due diligence, the Lessor may at its option elect to take such products or by-products and the Lessee shall deliver all or any portion thereof to the Lessor at any point in the Lessee's geothermal gathering or disposal system without cost to the Lessee, if the Lessee's activities, under the lease, would not be impaired and such delivery would otherwise be consistent with field and operational requirements. The retention of this option by the Lessor shall in no way relieve the Lessee from the duty of producing commercially demineralized water where required to do so by the Lessor, except when the option is being exercised and then only with respect to wells where it is being exercised or limit the Lessor's right to take any action under Sec. 25 to enforce that requirement.

Sec. 7. INSPECTION - The Lessee shall keep open at all reasonable times for the inspection of any duly authorized representative of the Lessor the leased lands and all wells, improvements, machinery, and fixtures thereon and all production reports, maps, records, books, and accounts relative to operations under the lease, and well logs, surveys, or investigations of the leased lands.

Sec. 8. CONDUCT OF OPERATIONS - The Lessee shall conduct all operations under this lease in a workmanlike manner and in accordance with all applicable statutes, regulations, and GRO orders, and all other appropriate directives of the Lessor to prevent bodily injury,

danger to life or health, or property damage, and to avoid the waste of resources, and shall comply with all requirements which are set forth in 43 CFR Group 3200, including, but not limited to, Sub-part 3204, or which may be prescribed by the Lessor pursuant to the regulations, and with the special stipulations which are attached to the lease, all of which are specifically incorporated into this lease. A breach of any term of this lease, including the stipulations attached hereto, will be subject to all the provisions of this lease with respect to remedies in case of default. Where any stipulation is inconsistent with a regular provision of this lease, the stipulation shall govern.

Sec. 9. INDEMNIFICATION

(a) The Lessee shall be liable to the Lessor for any damage suffered by the Lessor in any way arising from or connected with the Lessee's activities and operations conducted pursuant to this lease, except where damage is caused by employees of the Lessor acting within the scope of their authority.

(b) The Lessee shall indemnify and hold harmless the Lessor from all claims arising from or connected with the Lessee's activities and operations under this lease.

(c) In any case where liability without fault is imposed on the Lessee pursuant to this section, and the damages involved were caused by the action of a third party, the rules of subrogation shall apply in accordance with the law of the jurisdiction where the damage occurred.

Sec. 10. CONTRACTS FOR SALE OR DISPOSAL OF PRODUCTS - The Lessee shall file with the Supervisor not later than thirty (30) days after the effective date thereof any contract, or evidence of other arrangement for the sale or disposal of geothermal resources.

Sec. 11. ASSIGNMENT OF LEASE OR INTEREST THEREIN - Within ninety (90) days from the date of execution thereof, the Lessee shall file for approval by the Authorized Officer any instruments of transfer made of this lease or of any interest therein, including assignments of record title and working or other interests.

Sec. 12. REPORTS AND OTHER INFORMATION - At such times and in such form as the Lessor may prescribe, the Lessee shall comply with all reporting requirements of the geothermal resources leasing, operating, and unit regulations and shall submit quarterly reports containing the data which it has collected through the monitoring of air, land, and water quality and all other data pertaining to the effect on the environment by operations under the lease. The Lessee shall also comply with such other reporting requirements as may be imposed by the Authorized Officer or the Supervisor. The Lessor may release to the general public any reports, maps, or other information submitted by the Lessee except geologic and geophysical interpretations, maps, or data subject to 30 CFR 270.79 or unless the Lessee shall designate that information as proprietary and the Supervisor or the Authorized Officer shall approve that designation.

~~Sec. 13. DILIGENT EXPLORATION - In the manner required by the regulations, the Lessee shall diligently explore the leased lands for geothermal resources until there is production in commercial quantities applicable to this lease. After the fifth year of the primary term the Lessee shall make at least the minimum expenditures required to qualify the operations on the leased lands as diligent exploration under the regulations.~~

Sec. 14. PROTECTION OF THE ENVIRONMENT (LAND, AIR AND WATER) AND IMPROVEMENTS -

The Lessee shall take all mitigating actions required by the Lessor to prevent: (a) soil erosion or damage to crops or other vegetative cover on Federal or non-Federal lands in the vicinity; (b) the pollution of land, air, or water; (c) land subsidence, seismic activity, or noise emissions; (d) damage to aesthetic and recreational values; (e) damage to fish or wildlife or their habitats; (f) damage to or removal of improvements owned by the United States or other parties; or (g) damage to or destruction or loss of fossils, historic or prehistoric ruins, or artifacts. Prior to the termination of bond liability or at any other time when required and to the extent deemed necessary by the Lessor, the Lessee shall reclaim all surface disturbances as required, remove or cover all debris or solid waste, and, so far as possible, repair the offsite and onsite damage caused by his activity or activities incidental thereto, and return access roads or trails and the leased lands to an acceptable condition including the removal of structures, if required. The Supervisor or the Authorized Officer shall prescribe the steps to be taken by Lessee to protect the surface and the environment and for the restoration of the leased lands and other lands affected by operations on the leased lands and improvements thereon, whether or not the improvements are owned by the United States. Timber or mineral materials may be obtained only on terms and conditions imposed by the Authorized Officer.

Sec. 15. WASTE - The Lessee shall use all reasonable precautions to prevent waste of natural resources and energy, including geothermal resources, or of any minerals, and to prevent the communication of water or brine zones with any oil, gas, fresh water, or other gas or water bearing formations or zones which would threaten destruction or damage to such deposits. The Lessee shall monitor noise, air, and water quality conditions in accordance with any orders of the Supervisor.

Sec. 16. MEASUREMENTS - The Lessee shall gauge or otherwise measure all production, sales, or utilization of geothermal resources and shall record the same accurately in records as required by the Supervisor. Reports on production, sales, or utilization of geothermal resources shall be submitted in accordance with the terms of this lease and the regulations.

Sec. 17. RESERVATIONS TO LESSOR - All rights in the leased area not granted to the Lessee by this lease are hereby reserved to the Lessor. Without limiting the generality of the foregoing such reserved rights include:

(a) Disposal - The right to sell or otherwise dispose of the surface of the leased lands or any resource in the leased lands under existing laws, or laws hereafter enacted, subject to the rights of the Lessee under this lease;

(b) Rights-of-way - The right to authorize geological and geophysical explorations on the leased lands which do not interfere with or endanger actual operations under this lease, and the right to grant such easements or rights-of-way for joint or several use upon,

through or in the leased area for steam lines and other public or private purposes which do not interfere with or endanger actual operations or facilities constructed under this lease;

(c) Mineral Rights - The ownership of and the right to extract oil, hydrocarbon gas, and helium from all geothermal steam and associated geothermal resources produced from the leased lands;

(d) Casing - The right to acquire the well and casing at the fair market value of the casing where the Lessee finds only potable water, and such water is not required in lease operations; and

(e) Measurements - The right to measure geothermal resources and to sample any production thereof.

Sec. 18. ANTIQUITIES AND OBJECTS OF HISTORIC VALUE - The Lessee shall immediately bring to the attention of the Authorized Officer any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as a result of operations under this lease, and shall leave such discoveries intact. Failure to comply with any of the terms and conditions imposed by the Authorized Officer with regard to the preservation of antiquities may constitute a violation of the Antiquities Act (16 U.S.C. 431-433). Prior to operations, the Lessee shall furnish to the Authorized Officer a certified statement that either no archaeological values exist or that they may exist on the leased lands to the best of the of the Lessee's knowledge and belief and that they might be impaired by geothermal operations. If the Lessee furnishes a statement that archaeological values may exist where the land is to be disturbed or occupied, the Lessee will engage a qualified archaeologist, acceptable to the Authorized Officer, to survey and salvage, in advance of any operations, such archaeological values on the lands involved. The responsibility for the cost for the certificate, survey, and salvage will be borne by the Lessee, and such salvaged property shall remain the property of the Lessor or the surface owner.

Sec. 19. DIRECTIONAL DRILLING - A directional well drilled under the leased area from a surface location on nearby land not covered by the lease shall be deemed to have the same affect for all purposes of this lease as a well drilled from a surface location on the leased area. In such circumstances, drilling shall be considered to have been commenced on the nearby land for the purposes of this lease, and production of geothermal resources from the leased area through any directional well located on nearby land, or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations (as the case may be) on the leased area for all purposes of this lease. Nothing contained in this section shall be construed as granting to the Lessee any right in any land outside the leased area.

Sec. 20. OVERRIDING ROYALTIES - The Lessee shall not create overriding royalties of less than one-quarter (1/4) of one percent of the value of output nor in excess of 50 percent of the rate of royalty due to the Lessor specified in Sec. 3 of this lease except as otherwise authorized by the regulations. The Lessee expressly agrees that the creation of any overriding royalty which does not provide for a prorated reduction of all overriding royalties so that the aggregate rate of royalties does not exceed the maximum rate permissible under this section, or the failure to suspend an overriding royalty during any period when the royalties due to the Lessor have been suspended pursuant to the terms of this lease, shall constitute a violation of the lease terms.

Sec. 21. READJUSTMENT OF TERMS AND CONDITIONS - The terms and conditions of this lease other than those related to rentals and royalties may be readjusted in accordance with the Act at not less than ten-year intervals beginning ten (10) years after the date geothermal steam is produced from the leased premises as determined by the Supervisor.

Sec. 22. COOPERATIVE OR UNIT PLAN - The Lessee agrees that it will on its own, or at the request of the Lessor where it is determined to be necessary for the conservation of the resource or to prevent the waste of the resource, subscribe to and operate under any reasonable cooperative or unit plan for the development and operation of the, area, field, or pool, or part thereof embracing the lands subject to this lease as the Secretary may determine to be practicable and necessary or advisable in the interest of conservation. In the event the leased lands are included within a unit, the terms of this lease shall be deemed to be modified to conform to such unit agreement. Where any provision of a cooperative or unit plan of development which has been approved by the Secretary, and which by its terms affects the leased area or any part thereof, is inconsistent with a provision of this lease, the provisions of such cooperative or unit plan shall govern.

Sec. 23. RELINQUISHMENT OF LEASE - The Lessee may relinquish this entire lease or any officially designated subdivision of the leased area in accordance with the regulations by filing in the proper BLM office a written relinquishment, in triplicate, which shall be effective as of the date of filing. No relinquishment of this lease or any portion of the leased area shall relieve the Lessee or its surety from any liability for breach of any obligation of this lease, including the obligation to make payment of all accrued rentals and royalties and to place all wells in the leased lands to be relinquished in condition for suspension or abandonment, and to protect or restore substantially the surface or subsurface resources in a manner satisfactory to the Lessor.

Sec. 24. REMOVAL OF PROPERTY ON TERMINATION OR EXPIRATION OF LEASE

(a) Upon the termination or expiration of this lease in whole or in part, or the relinquishment of the lease in whole or in part, as herein provided, the Lessee shall within a period of ninety (90) days (or such longer period as the Supervisor may authorize because of adverse climatic conditions) thereafter remove from the leased lands, no longer subject to the lease all structures, machinery, equipment, tools, and materials in accordance with applicable regulations and orders of the Supervisor. However, the Lessee shall, for a period of not more than six (6) months, continue to maintain any such property needed in the relinquished area, as determined by the Supervisor, for producing wells or for drilling or producing geothermal resources on other leases.

(b) Any structures, machinery, equipment, tools, appliances, and materials, subject to removal by the Lessee, as provided above, which are allowed to remain on the leased lands shall become the property of the Lessor on expiration of the 90-day period or any extension of that period which may be granted by the Supervisor. If the Supervisor directs the Lessee to remove such property, the Lessee shall do so at its own expense, or if it fails to do so within a reasonable period, the Lessor may do so at the Lessee's expense.

Sec. 25. REMEDIES IN CASE OF DEFAULT

(a) Whenever the Lessee fails to comply with any of the provisions of the Act, or the

terms and stipulations of this lease, or of the regulations issued under the Act, or of any order issued pursuant to those regulations, and that default shall continue for a period of thirty (30) days after service of notice by the Lessor, the Lessor may (1) suspend operations until the requested action is taken to correct the noncompliance, or (2) cancel the lease in accordance with Sec. 12 of the Act (30 U.S.C. 1011). However, the 30-day notice provision applicable to this lease under Sec. 12 of the Act shall also apply as a prerequisite to the institution of any legal proceedings by the Lessor to cancel this lease while it is in a producing status. Nothing in this subsection shall be construed to apply to, or require any notice with respect to any legal action instituted by the Lessor other than an action to cancel the lease pursuant to Sec. 12 of the Act.

(b) Whenever the Lessee fails to comply with any of the provisions of the Act, or of this lease, or the regulations, or of any GRO Orders, or other orders, and immediate action is required, the Lessor without waiting for action by the Lessee may enter on the leased lands and take such measures as it may deem necessary to correct the failure, including a suspension of operations or production, all at the expense of the Lessee.

(c) A waiver of any particular violation of the provisions of the Act, or of this lease, or of any regulations promulgated by the Secretary under the Act, shall not prevent the cancellation of this lease or the exercise of any other remedy or remedies under paragraphs (a) and (b) of this section by reason of any other such violation, or for the same violation occurring at any other time.

(d) Nothing herein shall limit or effect the Lessee's right to a hearing and appeal as provided in Sec. 12 of the Act and in the regulations promulgated thereunder.

(e) Upon cancellation, the Lessee shall remove all property in accordance with Sec. 24 hereof and shall restore the leased lands in a manner acceptable to the Lessor or as may be otherwise required by the Lessor.

Sec. 26. HEIRS AND SUCCESSORS IN INTEREST - Each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns, of the respective parties hereto.

Sec. 27. UNLAWFUL INTEREST - No Member of, or Delegate to Congress, or Resident Commissioner, after his election or appointment, either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes (41 U.S.C. Sec. 22), as amended, and Sections 431, 432, and 433 of Title 18 of the United States Code, relating to contracts made or entered into, or accepted by or on behalf of the United States, form a part of this lease so far as the same may be applicable.

Sec. 28. MONOPOLY AND FAIR PRICES - The Lessor reserves full power and authority to protect the public interest by promulgating and enforcing all orders necessary to insure the sale of the production from the leased lands at reasonable prices, to prevent monopoly, and to safeguard the public interest.

Sec. 29. EQUAL OPPORTUNITY CLAUSE - The Lessee agrees that, during the performance of this contract:

(1) The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Lessor setting forth the provisions of this Equal Opportunity clause.

(2) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Lessee will send to each labor union or representative of workers with which Lessee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Lessor, advising the labor union or workers' representative of the Lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Lessee will furnish all Information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Lessee's noncompliance with the Equal Opportunity clause of this lease or with any of said rules, regulations, or orders, this lease may be canceled, terminated or suspended in whole or in part and the Lessee may be declared ineligible for further Federal Government contracts or leases in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Lessee will include the provisions of Paragraphs (1) through (7) of this Section (29) in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor Issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965. As amended, so that such provisions will be binding upon each contractor, subcontractor, or subcontract, or purchase order as the Secretary may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Lessee becomes involved in, or is

threatened with, litigation with a contractor, subcontractor, or vendor as a result of such direction by the Secretary, the Lessee may request the Lessor to enter into such litigation to protect the interests of the Lessor.

Sec. 30. CERTIFICATION OF NONSEGREGATED FACILITIES - By entering into this lease, the Lessee certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Lessee agrees that a breach of this certification is a violation of the Equal Opportunity clause of this lease. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms and washrooms, or restaurants or other eating areas, time clocks, or locker rooms, and other storage or dressing rooms, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise. Lessee further agrees that (except where it has obtained identical certifications from proposed contractors and subcontractors for specific time periods) it will obtain identical certifications from proposed contractors and subcontractors prior to the award of contracts or subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following certification to such proposed contractors and subcontractors (except where the proposed contractor or subcontractor has submitted identical certifications for specific time periods); it will notify prospective contractors and subcontractors of requirement for certification of nonsegregated facilities. A Certification of Nonsegregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each contract and subcontract or for all contracts and subcontracts during a period (i.e., quarterly, semiannually, or annually).

Sec. 31. SPECIAL STIPULATIONS - (stipulations, if any, are attached hereto and made a part hereof)

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

2800 Cottage Way

Sacramento, California 95825

SPECIAL STIPULATIONS AND CONDITIONS

NCPA - GEYSERS KGRA

The lessee shall contact the BLM Authorized Officer prior to the development of a plan of operation to be apprised of practices which shall be followed or avoided in field development. including but not limited to road standards, road crossings, gates, cattleguards, fencing, erosion controls, and surface rehabilitation.

The lessee shall comply with the following special conditions and stipulations unless they are modified by the Lessee, the Supervisor, and the authorized officer.

1. Upon notification by the authorized officer that archeological values exist or are believed to exist in the leased lands, the Lessee will engage a qualified archeologist acceptable to the BLM, to survey and salvage items of archeological value in advance of any surface disturbance. The responsibility and cost of this survey and salvage will be that of the Lessee.
2. The Lessee shall participate in earthquake and land subsidence prevention and detection programs applicable to the leased area where determined to be necessary.
3. Mud pits and sumps containing any additives toxic to wildlife will be protected from entry by birds and other wildlife.
4. Noise levels shall at all times be kept to a minimum and will never exceed 65 decibels at a distance of 1,500 feet from its source.
5. No clearing of ground cover for power transmission lines, except for tower or pole pads, shall be allowed.
6. All power and transmission lines will be designed to minimize loss of raptors and other large birds by electrocution. Non-specular conductors may be required.
7. The use of wide-tired, or balloon-tired, vehicles and helicopters may be required in offroad areas where necessary, to protect the soil and other resources.
8. Disturbance of soils, within the leased lands which are susceptible to slides, slumps, excessive settlement, soil creep, and severe erosion shall be avoided wherever possible. If it is not possible for the Lessee to avoid these areas, the Lessee shall comply with special stabilization and prevention of soil movement practices required by the BLM Authorized Officer.

All soil disturbances shall be stabilized by mulching and seeding.

a. No vegetation or soil shall be disturbed within 300 feet (horizontal measurement) of Bear Canyon Creek, Dry Creek, Gunning Creek, Anderson Creek, Big Sulphur Creek, Little Sulphur Creek, Hot Springs Creek, Mayacmas Creek, Hummingbird Creek, Cobb Creek, or Anna Belcher Creek except at approved crossings and other areas approved by the Supervisor.

b. No vegetation or soil shall be disturbed within 700 feet (horizontal measurement) of Kelsey Creek, High Valley Creek, Sweetwater Creek, and Adobe Creek except at approved crossings and other areas approved by the Supervisor.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
AND
2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

I. NOTICE OF APPEAL	A person who wishes to appeal to the Interior Board of Land Appeals must file in the office of the officer who made the decision (not the Interior Board of Land Appeals) a notice that they wish to appeal. A person served with the decision being appealed must transmit the <i>Notice of Appeal</i> in time for it to be filed in the office where it is required to be filed within 30 days after the date of service. If a decision is published in the FEDERAL REGISTER, a person not served with the decision must transmit a <i>Notice of Appeal</i> in time for it to be filed within 30 days after the date of publication (43 CFR 4.41 I and 4.413).
2. WHERE TO FILE NOTICE OF APPEAL..... WITH COPY TO SOLICITOR.....	California State Office Bureau of Land Management 2800 Cottage Way, Suite W-1623 Sacramento, California 95825-1886 Office of the Solicitor 2800 Cottage Way, Suite E-1712 Sacramento, California 95825-1890
3. STATEMENT OF REASONS WITH COPY TO SOLICITOR.....	Within 30 days after filing the <i>Notice of Appeal</i> , file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. If you fully stated your reasons for appealing when filing the <i>Notice of Appeal</i> , no additional statement is necessary (43 CFR 4.412 and 4.413). Office of the Solicitor 2800 Cottage Way, Suite E-1712 Sacramento, California 95825-1890
4. SERVICE OF DOCUMENTS	A party that files any document under 43 CFR Subpart 4, must serve a copy of it concurrently on the appropriate official of the Office of the Solicitor under 43 CFR 4.413(c) and 4.413(d). For a notice of appeal and statement of reasons, a copy must be served on each person named in the decision under appeal and for all other documents, a copy must be served on each party to the appeal (including intervenors). Service on a person or party known to be represented by counsel or other designated representative must be made on the representative. Service must be made at the last address of record of the person or party (if unrepresented) or the representative, unless the person, party or representative has notified the serving party of a subsequent change of address.
5. METHOD OF SERVICE....	If the document being served is a notice of appeal, service may be made by (a) Personal delivery; (b) Registered or certified mail, return receipt requested; (c) Delivery service, delivery receipt requested, if the last address of record is not a post office box; or (d) Electronic means such as electronic mail or facsimile, if the person to be served has previously consented to that means in writing. All other documents may be served by (a) Personal delivery; (b) Mail; (c) Delivery service, if the last address of record is not a post office box; or (d) Electronic means, such as electronic mail or facsimile, if the person to be served has previously consented to that means in writing.
6. REQUEST FOR STAY	Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a Notice of Appeal (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your Notice of Appeal (43 CFR 4.21 or 43 CFR 2801.10 or 43 CFR 2881.10). A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the Notice of Appeal and Petition for a Stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted. Standards for Obtaining a Stay. Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards: (1) the relative harm to the parties if the stay is granted or denied, (2) the likelihood of the appellant's success on the merits, (3) the likelihood of immediate and irreparable harm if the stay is not granted, and (4) whether the public interest favors granting the stay.

Unless these procedures are followed, your appeal will be subject to dismissal (43 CFR 4.402). Be certain that **all** communications are identified by serial number of the case being appealed.

NOTE: A document is not filed until it is actually received in the proper office (43 CFR 4.401(a)). See 43 CFR Part 4, Subpart B for general rules relating to procedures and practice involving appeals.

43 CFR SUBPART 1821-GENERAL INFORMATION

Sec. 1821.10 Where are BLM offices located? (a) In addition to the Headquarters Office in Grand Junction, CO and seven national level support and service centers, BLM operates 12 State Offices each having several subsidiary offices called Field Offices. The addresses of the State Offices can be found in the most recent edition of 43 CFR 1821.10. The State Office geographical areas of jurisdiction are as follows:

STATE OFFICES AND AREAS OF JURISDICTION:

Alaska State Office -----	Alaska
Arizona State Office -----	Arizona
California State Office -----	California
Colorado State Office -----	Colorado
Eastern States Office -----	Arkansas, Iowa, Louisiana, Minnesota, Missouri and, all States east of the Mississippi River
Idaho State Office -----	Idaho
Montana State Office -----	Montana, North Dakota, and South Dakota
Nevada State Office -----	Nevada
New Mexico State Office -----	New Mexico, Kansas, Oklahoma, and Texas
Oregon State Office -----	Oregon and Washington
Utah State Office -----	Utah
Wyoming State Office -----	Wyoming and Nebraska

(b) A list of the names, addresses, and geographical areas of jurisdiction of all Field Offices of the Bureau of Land Management can be obtained at the above addresses or any office of the Bureau of Land Management.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

California State Office
2800 Cottage Way, Room E-2845
Sacramento, California 95825-1889

IN REPLY REFER TO:

CACA 949
CACA 950
3200
(CA-922.4)

MAY 19 1994

CERTIFIED--RETURN RECEIPT REQUESTED

DECISION

Northern California Power Agency
180 Cirby Way
Roseville, CA 95678

Geothermal Resources

Royalty Reduction Granted

Under the provision of 43 CFR 3205.3-7, the lessee, Northern California Power Agency (NCPA), has applied for a 10% royalty reduction for its geothermal resources leases CACA 949 and CACA 950. A 10% royalty reduction reduces the present royalty rate of 12 1/2% to 11 1/4%.

The requirements for a royalty reduction under certain specific conditions for leases CACA 949 and CACA 950 under the above cited regulation have been met. Accordingly, the royalty rate for the leases is hereby reduced to 11 1/4% subject to the following specific conditions:

The 11 1/4% royalty rate shall begin on the first day of the month following the date when NCPA begins to receive and inject fluid from the Geysers Effluent Pipeline, and shall end, and the 12 1/2% will automatically be reinstated, on either:

The first day of the month following the date that either NCPA notifies the Bureau of Land Management (BLM) of, or when BLM, determines, that NCPA is unable to receive and inject effluent due to the permanent shutdown or abandonment of the Geysers Effluent Pipeline, or

The effective date of approval by BLM of any assignment of the leases, in whole or part, to any entity other than NCPA member utilities.

Please notify this office, in writing, when NCPA begins to receive and inject fluid from the Geysers Effluent Pipeline. Once we receive this information, we will direct the Minerals Management

Service's Royalty Management Program to change the CACA-949 and CACA-950 lease accounts to reflect the new royalty rate.

We wish to thank your staff for providing invaluable assistance with several briefings on this proposal to our Washington D. C. headquarters, and the extensive good faith efforts to work with California state agencies and counties to resolve concerns. Your assistance allowed us to focus primarily on the review of the application and not on discussions with the State of California to encourage the sharing of short term financial risk in order to receive long term benefits as a direct result of this decision.

Within 30 days of receipt of this decision, Northern California Power Agency has the right of appeal to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations at 43 Code of Federal Regulations (CFR) 4.400. If an appeal is taken, the appellant must follow the procedures outlined in the enclosed Form 1842-1, Information on Taking Appeals to the Board of Land Appeals. The appellant has the burden of showing that the decision appealed from is in error. This decision will become effective on the day after expiration of the time during which an appeal may be filed unless a petition for a stay is filed together with a timely notice of appeal. A petition for a stay may be filed only by a party who is eligible to file an appeal. A petition for a stay must be served on each adverse party named in the decision and must be filed with the Board of Land Appeals by the appellant. The appellant requesting the stay bears the burden of proof to demonstrate in the petition sufficient justification for a stay based on: (1) the likelihood of the appellant's success on the merits of the appeal, (2) the likelihood of immediate and irreparable harm if the stay is not granted, (3) the relative harm to the parties if the stay is granted or denied, and (4) whether the public interest favors granting the stay.



Ed Hastey
State Director

1 Enclosure

Form 1842-1

cc: w/o enclosure

CA-050

CA-058

CA-943

WO-600, MIB, Rm 5627

California Energy Commission

Lake County Planning Dept.

Sonoma County, County Counsel



(/)

U.S. DEPARTMENT OF THE INTERIOR
**BUREAU OF LAND
MANAGEMENT (/)**

ROUTINE OPERATIONS AND MAINTENANCE TO REDUCE FIRE RISK ON UTILITY RIGHTS-OF-WAY

CA IM-2020-005

Instruction Memorandum

December 13, 2019

In Reply Refer To:

2800 (CA-930)

P

EMS TRANSMISSION 12/13/2019

Instruction Memorandum No. **CA-2020-005**

Expires: 12/31/2020

To: BLM California District Managers, Field Managers, and Realty Specialists

From: Joseph Stout, Acting State Director

Subject: Routine Operations and Maintenance to Reduce Fire Risk on Utility Rights-of-Way

Program Area: Lands and Realty, Biological and Cultural Resources, Forestry and NEPA

Purpose: This instruction memorandum (IM) establishes policy regarding routine operations and maintenance activities on electric utilities' rights-of-way (ROW) to reduce the risk of wildfire during Calendar Year 2020.

Administrative or Mission Related: Mission

Policy/Action: Electric transmission and distribution facility ROW holders have the authority to conduct routine operations and maintenance (O&M) activities within their ROW (see 43 CFR 2805.14(a)). ROW holders must also do everything reasonable to prevent and suppress wildfires within or near the ROW area, 43 CFR 2805.12(a)(4), and comply with project-specific terms, conditions, and stipulations, including any requirements to control or prevent damage to property, and public health and safety. 43 CFR 2805.12(a)(8)(iii). To prevent the risk of wildfire, Field Offices should encourage ROW holders to conduct routine O&M activities for their facilities on public land. In taking such actions, ROW holders are responsible for ensuring that their activities comply to the maximum extent practicable with all applicable state and federal laws (see 43 CFR 2805.12(a)(1)).

To facilitate and expedite O&M activities necessary to reduce the risk of wildfire, Field Offices should immediately notify ROW holders that they are authorized and responsible to carry out O&M work to prevent wildfire and request that they notify the appropriate BLM Field Office within 30 days of completing such work, unless this timeframe is in conflict with applicable law and regulation. If the ROW holder determines that O&M work is necessary to prevent or suppress wildfire, then Field Offices should not require the ROW holder to obtain any additional notice to proceed or other form of prior approval before conducting this O&M work. To the extent the terms and conditions of a ROW grant generally require a notice to proceed or other form of prior approval before a ROW holder conducts O&M and other activities, such provisions should not be construed to apply to actions that have already been authorized, including those required under 43 CFR 2805.12(a)(4), 43 CFR 2805.12(a)(8)(iii), or other applicable laws and regulations.

When coordinating with ROW holders, the BLM should request that any holder undertaking O&M work to prevent wildfire identify, as soon as practicable, the location of the ROW and the O&M activities undertaken (legal description, maps, etc.); access route; type of work; acreage of treatment area; equipment used; start and end dates; biological data or cultural survey data (cultural resource data must be submitted in a confidential folder supplied by each BLM office); species and exact diameter of trees cut greater than 8 inches; best management practices used; utility company point of contact; and BLM serial number for the ROW. Field offices will upload this data to a

California State Office SharePoint site. Data collected will be incorporated into ongoing efforts to streamline ROW processes as well as facilitate ROW renewals and consolidations, where appropriate.

Field Offices will follow direction as set forth in Section 512 of the Federal Land Policy and Management Act for ROW holders controlling vegetation associated with electric transmission or distribution lines, including hazard trees. A vegetative sale contract may need to be prepared after work has been completed.

This guidance does not supersede or negate any requirements imposed by state or federal law or national BLM policy.

The BLM will work with ROW holders to identify any follow-up actions or modifications that may be required to implement this policy.

Timeframe: Effective immediately through December 2020.

Budget Impact: The policy will have minimal budget impact, as ROW regulations allow the BLM to collect cost recovery fees from the ROW holder to cover the costs of monitoring the operation and maintenance activities of permanent or temporary facilities on public land.

Background: In recent years, the number and scope of wildfires across the West has increased substantially. This destructive wildfire trend emphasizes the need for effective vegetation management and facilities maintenance to reduce the threat of wildfire in association with electrical transmission and distribution lines.

Secretary's Order 3372, "Reducing Wildfire Risks on Department of the Interior Land Through Active Management" (01/02/2019) builds upon Executive Order 13855, "Promoting Active Management of America's Forests, Rangelands, and Other Federal Lands to Improve Conditions and Reduce Wildfire Risk." The intent of this Order is to implement active vegetation management to reduce the risk of catastrophic wildfire.

Section 211 of Title 2 of Public Law 115-141 amended the Federal Land Policy and Management Act to add Section 512 titled "Vegetation Management, Facility Inspection, and Operations and Maintenance Relating to Electrical Transmission and Distribution of Facility Rights-of-Way." This regulation acknowledges that it may be necessary to address conditions outside a ROW to prevent wildfire.

WO IM 2018-070 emphasizes that routine vegetation maintenance is the responsibility of the electrical utility facility owners, and to the extent feasible, the BLM will address vegetation management issues without the need for additional authorizations and processes.

Manual/ Handbook Sections Affected: None

Coordination: California

Contact: Erik Pignata, Realty Specialist and ROW Program Lead, (916) 978-4655 or epignata@blm.gov (<mailto:epignata@blm.gov>).

Signed by:
Joseph Stout
Acting State Director

Authenticated by:
Larry Weitzel
GIS/Applications Mgmt. Branch, CA-946

VIEW ALL POLICIES

[Return to the Policies \(/media/blm-policy/Instruction%20Memorandum\)](#)

OFFICE

California State Office

FISCAL YEAR

2020

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
GEOTHERMAL SUNDRY NOTICE

FORM APPROVED
OMB No. 10040132
Expires: July 31, 1996

The Bureau of Land Management (BLM) requests this form or other BLM-approved forms to be prepared and filed in triplicate with requisite attachments with the authorized officer. The authorized officer must approve this permit prior to any lease operations.

6. Lease Serial No.
CA 949, CA 950

7. Surface Manager: ☒ BLM ☐ FS
Other

1a. Well Type: Production ☐ Injection ☐ Heat Exchange ☐ Observation ☐ other ☐

8. Unit Agreement Name
The Geysers

1b. Well Status: ☐

9. Well No. 1 10. Permit No.

2. Name of Lessee/Operator

Northern California Power Agency

11. Field or Area
The Geysers

3. Address of Lessee/Operator 12000 Socrates Mine Road, P.O. Box 663
Middletown, California 95461

12. Sec, T., R., B. M.

4. Location of Well or Facility
The Geysers, California

13. County ☒
Sonoma / Lake

14. State
California

5. Type of Work

☐ Change Plans

☒ Site and Road Construction

☐ Construct New Production Facilities

☐ Alter Existing Production Facilities

☐ Convert to Injection

☐ Fracture Test

☐ Shoot or ~~Drill~~ ☐ Repair Well

☐ Repair Well

☐ Pull or Alter Casing

☐ Multiple Complete

☐ Abandon

☐ Other

15. Describe Proposed Operations ~~Use~~ this space for well activities only. See instructions for current well conditions on reverse)

16. Describe Proposed Operations (Use this space for all activities ~~other~~ than well work)

NCPA proposes to regrade and remove vegetation from existing fire breaks on BLM Leases CA 949 and CA 950. The firebreaks encompass approximately five miles of road with a width of approximately 30 ft. See the attached map for location of the fire breaks.

17. I hereby certify that the foregoing is true and correct

Signed

Ed Vogel

Title Reservoir Engineer

Date July 23, 2019

(This space for Federal use)

Approved by

Conrad James

Title

Field Manager

Date

7/31/19

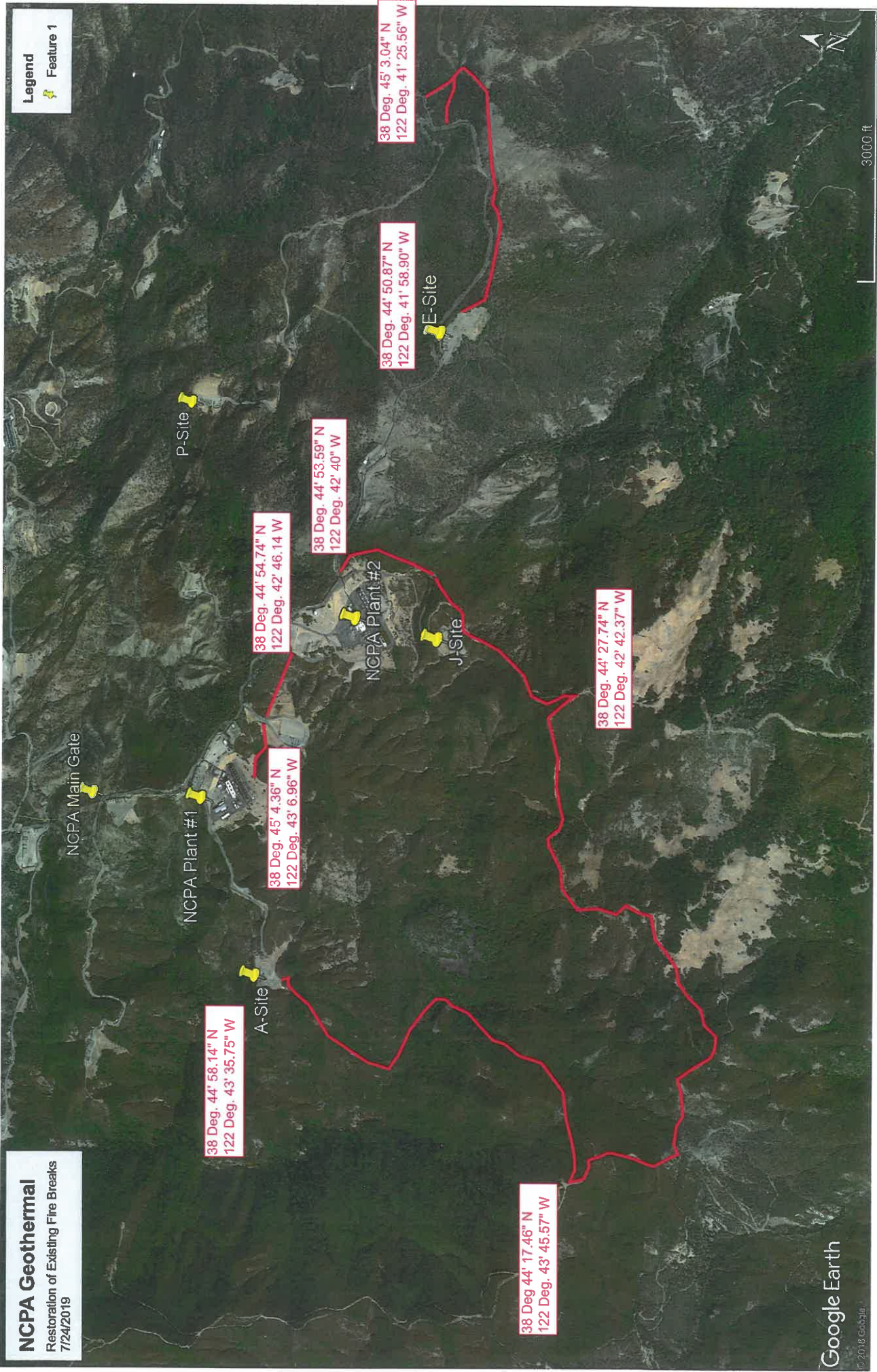
Conditions of Approval, if any:

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on reverse)

NCPA Geothermal
Restoration of Existing Fire Breaks
7/24/2019

Legend
Feature 1





Bureau of Land Management Steam Field Lease (CACA 949 & CACA 950) Renewals

Jim Beach
Geothermal Facility, Plant Manager
October 2, 2024

Steam Field Lease Agreements

- NCPA maintains two Steam Field Lease Agreements (CACA 949 & CACA 950) with the Bureau of Land Management for the steam production and injection wells.
 - Origination Date: August 1, 1974
 - Term: 40 years
 - Royalty Rate – 12.5%
 - Reduced to 11.25% in 1994
 - FY 2025 Budget \$2,430,228
 - Expired: August 1, 2024



Steam Field Lease Agreements

- **November 7, 2023** – BLM notified that NCPA will to exercise their right to renew Leases CACA 949 and CACA 950.
- **February 16, 2024** – BLM responded
 - BLM is reviewing lease renewal request
 - Requesting biological, botanical, and cultural surveys to qualify for Categorical Exemption under NEPA.
- **May 23, 2024** – Hired HDR Engineering to conduct surveys
 - Cost - \$218,554
 - All field work was completed on 9/6/2024
 - Reports due on 11/7/2024
- **August 1, 2024** – BLM issued a “Decision” to renew the leases
 - “Decision” was issued after review of a draft report and to maintain continuity of the agreements
 - Final biological, botanical, and cultural survey reports are still required

New Steam Field Lease Agreements

- No substantial changes to Terms and Conditions
- Term – 40 years
 - “and so long thereafter as geothermal steam is produced or utilized in commercial quantities.”
- Royalty Rate – 11.25% as long as receives wastewater from SEGEP
 - Increases to 12.5% on loss of SEGEP



NCPA Geo Plant #2

Environmental Analysis

- The California Energy Commission (CEC) licensed NCPA's Geothermal Plant 1 and Plant 2 (described in the CEC licenses as Geothermal Project 2 and Geothermal Project 3) in 1980 and 1982, respectively. The CEC exercised its exclusive siting authority under its CEQA equivalent program (14 C.C.R. section 15251[j]) and as such has adopted conditions of certification within its license to address environmental impacts of construction, operation, and regular and routine maintenance of these facilities, including the steam fields. Thus, these activities, including the underlying Geothermal Steam Field Leases, have already been subject to CEQA equivalent review and remain subject to CEC jurisdiction and the applicable conditions of certification.



Recommendation

- Staff is seeking a recommendation from the Facilities Committee for Commission Approval the General Manager or his designee to execute the Bureau of Land Management (BLM) Decision – Lease Renewal Granted dated August 1, 2024, which extends the Geothermal Steam Field Lease Agreements CACA 949 and CACA 950 for an additional 40-years and other modified terms, with any non-substantial changes recommended and approved by the NCPA General Counsel.



Generation Services Update Geothermal Facility

Jim Beach
Geothermal Facility, Plant Manager
October 2, 2024



Disaster Recovery Center Update

Jonathan Ashcraft
Facilities Manager
10/02/2024

Status Update for Sunrise DRC

- On Sept. 27th 2024 NCPA Commission passed the resolution requesting authorization to the General Manager to: Execute Public Works construction agreement, issue purchase orders, sign contracts and take all necessary actions needed to carry out the construction, office furniture procurement and Dispatch Console procurement and agreements related to this project.
- RFP AS-2405 Dispatch Console furniture was released on Sept. 23rd the bid opening date is Oct. 24th at 2:00 pm.

Permit Status

- The building and fire permits were submitted to Sacramento County and Sac. Metro Fire on 7/15/2024.
- Plan review notification from Sacramento County received on 8/20/24 by Lionakis.
 - Lionakis is engaged with the planning department in addressing the comments.
- Lionakis to resubmit to Sacramento County no later than 9/26/2024

Project Schedule

- Notice of Intent to Award on Sept. 30th
- Notice to Proceed around Oct. 4th
 - DPR will have 10 days to begin
- Lionakis to resubmit to Sacramento County no later than 9/26/2024
- Receive permit around Oct. 8th
- Construction timeline Oct 14th – March 31st
 - Contract time is ~169 consecutive calendar days from the start date
 - Change orders could push the expected completion date
 - Generator completion may be slightly delayed due to supply chain issues
- Begin decommissioning efforts in February/March 2025
 - Minimize DRC disruption of services during the transfer and validation, estimated to be 5 business days

Questions?



Annual Budget for FY2026

Proposed Process and Recommendations

Sondra Ainsworth
Facilities Meeting
October 2024

NCPA Strategic Plan 2021-2026

■ Mission

- We provide cost effective wholesale power leading to a reliable and resilient carbon neutral supply, ratepayer focused power management, sustainable generating assets, energy-related services, and advocacy on behalf of public power consumers through joint action.

■ Vision

- To be the premier provider of energy generation, energy-related services and support to our citizen owned members and customers.

■ Strategic Priorities

Attract	•Develop and retain professional, diverse, high quality staff and governance
Advocate	•Maintain position as a credible, solution-oriented coalition builder and leader in state and federal legislative and regulatory policy arenas
Prepare	•Develop and maintain diverse generation resource portfolio in accordance with or exceeding renewable portfolio standard and capacity obligations
Protect	•Prepare, utilize and build on the strengths and unique aspects and aggregation of joint powers agency structure to benefit NCPA's members
Value	•Develop and enhance strategies to control costs and minimize risks while optimizing the value of assets
Strength	•Maintain financial strength, grow new revenue to reduce member costs
Opportunity	•Provide products and services that enhance the opportunity that NCPA Member utilities provide to their communities

Proposed Budget Process

- Continued approach to review draft budgets through Facilities, LEC and L&R Committees, UD Meetings, etc.
 - February review will be a combined meeting with Facilities and Finance Committees
- Budget is prepared on a project/program basis
- Allocated costs (Power Mgmt., L&R, Judicial Action, A&G, and direct allocations) will use previously approved methods – no changes proposed at this time but will be reviewed internally
- Reserves, Program, and Resource Security Deposits based on agreements and/or Commission direction
- Continued focus on NCPA controllable costs and aligning budgets with expectations and previous actuals

Issues Impacting FY2025/26 Budget

- Plants
 - Hydro
 - Continued funding for McKays Reservoir (Cleanout)
 - CV stormwater mitigation
 - FERC relicensing
 - Grant administration
 - Geo
 - PdM-related work will continue
 - Maintenance Reserve funding
 - CT2 Repower
 - Phase II agreement, engineering, and deposit for new engine

Issues Impacting FY2025/26 Budget

- Renewable RFPs – Contract Negotiations and Integrations
 - Vine Hill Solar I (4.4 MW Solar PV)
 - Member Interest: Lodi 50% / Shasta Lake 50%
 - Terra Gen 50 MW Index + PPC 1
 - Member Interest: Roseville 100%
 - Las Camas (200 MW Solar / 100 MW BESS)
 - Member Interest: SVP, NCPA Pool, Other
 - Maestro (200 MW PV / 100 MW BESS)
 - Member Interest: SVP, NCPA Pool, Other
 - Trolley Battery Energy Storage Project (250 + MW BESS)
 - Member Interest: SVP 200 MW, Palo Alto 40 MW, NCPA Pool up to 25 MW, other
 - Wildcat Energy Farm (100 MW Solar with 100 MW BESS Option**)
 - Member Interest: Redding 70 MW, Palo Alto 30 MW (PV Only), SVP and NCPA Pool

Issues Impacting FY2025/26 Budget

- New Projects – Build It
 - CT2 Repower
 - \$4m for phase II, \$40m for phase III (2026)
 - LEC FX upgrade
 - Grant terms for completion; CAISO discussions
 - Hydrogen
 - Dependent on various factors such as member interest, grant timing, 45V, TAC, RECs
 - BESS
 - Near CV, Bellota substation
- Member Projects
 - Shasta Lake Solar
 - Plumas Sierra Fort Sage Transmission Line

Issues Impacting FY2025/26 Budget

- Power supply forecast
 - PM seeing softer prices than FY2025 budget but this could change with weather results
- Transmission rates
 - Indications of upward rate pressure in the future years, \$2B in forecasted capital additions next year
- New positions - ???
 - Contractual work for project management
 - Power Management
 - Dispatch may see a request due to scheduling requirements
 - Gen Services
 - Engineer(s) to assist smaller members needing support

Issues Impacting FY2025/26 Budget

- PERS Pension (UAL pressure)
 - Normal cost decreased from 10.83% to 10.72%
 - 15y UAL \$700k higher than the prior year (Year 7 of 15)
- OPEB (relatively flat)
 - Continuation of funding at the normal cost
- Union negotiations
 - Ongoing with IBEW
- Unrepresented comp study
 - Executive Committee requested but results and direction are pending

Budget Recommendations for 2025/26

- Plant costs
 - Debt service as scheduled plus trustee & administrative costs
 - Fuel as required for estimated plant operations
 - Regular operating & maintenance – target 3% increase
 - Maintenance/capital projects – reviewed with project participants (Facilities Committee & LEC Participants)
- Transmission Costs
 - Based on the published rate (estimated during budget prep)
- CAISO Energy Load Costs
 - Forecasted Load x Dlap Price (based on forward curve)

Budget Recommendations for 2025/26

- Pass-throughs
 - Membership dues, subscriptions, transmission services, WREGIS, and other member services projects, etc.
- Legal
 - Judicial Action should be relatively flat
 - Legal fees may see an uptick pending unforeseen litigation or the need for new project assistance
- New Positions
 - Must be justified with supporting data
- All other operating expenses
 - Target range of **0 - 3%** increase from the previous year's base budget continuing to refine by aligning closer to actuals

Budget Recommendations for 2025/26

■ Salaries

- Target range of ~\$1.3 million increase to include:
 - Union negotiations (ongoing)
 - Compaction/structure adjustment for unrepresented and Dispatch equal to Union COLA
 - Merits (0-3%) based on annual performance, end of probations, and/or promotions

NCPA Commitment to the Members for 2025/26

- Generation Services
 - Plant resiliency
 - Minimize unplanned outages
 - Focus on future growth for NCPA and Members
- Legislative & Regulatory
 - Collaboration – power in numbers!
 - Demonstrating NCPA leadership at the energy policy level (State & Federal)
 - State and Federal lobbying efforts
 - Federal Policy Conference, Capitol Day, APPA Legislative Rally
 - Customer Programs & Western Programs
 - Protect the interests of public power communities and consumers and lobby against the wrong

NCPA Commitment to the Members for 2025/26

■ Power Management

- Model and schedule the plants to achieve optimization
- Assisting members in achieving RPS goals and compliance obligations through short- and long-term procurement
 - Negotiating long-term power supply contracts
- Hedging activities to minimize market volatility and pricing risks
- Schedule and dispatch Member and Customer portfolios in an accurate and reliable manner

■ Admin Services

- Provide accurate and timely financial reporting
- Leverage technology to streamline efficiencies and integration
- Offer training and learning opportunities that provide continuing education and succession development

NCPA Commitment to the Members for 2025/26

- Legal
 - Protecting the Agency and Members against Liability
 - Continue to build on the strengths and unique aspects of our JPA structure
- Executive Services
 - Focus on the current and future needs of the Agency and support for the Members
 - Evaluating risks, resources, and assets for optimizing our strengths, repurposing our facilities, and delivering on sustainable growth
 - Lead by example advocating, educating, and helping all of our communities with cost-effective, reliable, and resilient wholesale power

Questions?