



12745 N. Thornton Road
Lodi, CA 95242

phone (209) 333-6370
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LEC PPC Agenda

Subject: January 10, 2022 Lodi Energy Center Project Participant Committee Meeting

Location: 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Locations

Time: 10:00 a.m. Pacific Standard Time

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*****This meeting is being held in accordance with the Brown Act, Governor Gavin Newsom's Emergency Declaration related to COVID-19 adopted pursuant to the California Emergency Services Act, and Assembly Bill 361, that allow attendance by LEC PPC Committee Members, staff and the public to participate and conduct the meeting by teleconference.**

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You may participate in the meeting via teleconference hosted by:

<https://www.gotomeet.me/NCPALodi>

Dial: 1-872-240-3212

Access Code: 327-912-613

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.

The Lodi Energy Center Project Participant Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an action item, a report, or an information item. If this Agenda is supplemented by staff reports, they are available to the public upon request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA, 651 Commerce Drive, Roseville, CA or www.ncpa.com

1. Review Safety Procedures

2. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

3. Meeting Minutes – Approval of meeting minutes from the December 2, 2021 Special Meeting, the December 6, 2021 Regular Meeting, and the January 4, 2022 Special Meeting.

MONTHLY REPORTS

4. Operational Report for December 2021

5. Market Data Report for December 2021

6. Monthly Asset Report for November 2021

7. Bidding Strategies Report

CONSENT CALENDAR

All items on the Consent Calendar are considered routine and will be approved without discussion by a single roll call vote. Any Project Participant or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar. Prior to the roll call vote to approve the Consent Calendar, the Participants will be polled to determine if any Participant wishes to abstain from one or more items on the Consent Calendar.

8. Treasurer's Report for November 2021 – Accept by all Participants

9. Financial Report for November 2021 – Approve by all Participants

10. GHG Reports (excerpted from Monthly ARB) – Accept by all Participants

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.

- 11. Control Components, Inc. MTGSA-EMS** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. for valve and vent maintenance and inspection services, with a not to exceed of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 12. Resolution of the Lodi Energy Center Project Participant Committee Proclaiming a Local Emergency, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing Remote Teleconference Meetings of the LEC** – The Committee will discuss whether Governor Gavin Newsom’s Proclamation of a State of Emergency due to COVID-19 remains in force, whether as a result of the emergency and the conditions where Committee members are located (local conditions) are such that meeting in person would present imminent risks to the health or safety of attendees and thus, in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act, for a thirty-day period of January 10, 2022, through February 9, 2022, the LEC PPC should meet remotely.
- 13. PMOA Schedule 6.00 Revisions** – Staff is seeking approval of revisions to Schedule 6.00 of the Project Management and Operations Agreement to update the contact information for the City of Azusa, as well as the Generation Services Assistant General Manager for NCPA.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

None.

INFORMATIONAL/ DISCUSSION ITEMS

- 14. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: February 7, 2021 at 10:00 a.m. Pacific Standard Time.

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.



651 Commerce Drive
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LEC PPC Meeting Minutes - Special

Date: December 2, 2021

Time: 2:00pm

Location: Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

The PPC reviewed the NCPA Safety Procedures and assigned safety roles.

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 2:02 pm by Chairman Basil Wong. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Brown	Present	33.5000%
Gridley - Wagner	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Main	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Absent	2.6679%
SVP - Wong	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	7	84.4822%
Absent	6	15.5178%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

December 2, 2021

Public Forum

Chairman Wong asked if any members of the public were on the phone who would like to address the PPC on any agenda items or on any item within the jurisdiction of the LEC PPC and not listed on the agenda.

BUSINESS ACTION ITEMS

3. Resolution of the Lodi Energy Center Project Participant Committee Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing Remote Teleconference Meetings of the Lodi Energy Center Project Participant Committee for the Period December 2, 2021 through January 1, 2022 Pursuant to the Brown Act on of the Lod Energy Center Turbine Restoration Project

Jane Luckhardt indicated that Committee Members in Santa Clara and Stanislaus Counties remain under a State of Emergency, due to higher Covid-19 transmission rates, and the public is not allowed in their facilities until their local public health departments lift the order.

Staff recommended to continue with remote teleconference meetings of the Lodi Energy Center Project Participant Committee for the initial period of December 2, 2021, through January 1, 2022. The recommendation was considered. The LEC PPC considered the following motion.

Date:		12/2/2021	
Motion:		The LEC PPC approves Resolution 2021-01 to proclaim that a local emergency exists in Santa Clara and Stanislaus Counties, ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize remote teleconference meetings of the Lodi Energy Center Project Participant Committee for the initial period of December 2, 2021, through January 1, 2022 pursuant to the Ralph M. Brown Act (Brown Act).	
Moved by:		MID	
Seconded by:		SVP	
Discussion:		There was no further discussion.	
		Vote Summary on Motion	
		Participant	Vote
		Particulars / GES	
		Azusa	Yes
			2.7857%
		BART	Absent
			6.6000%
		Biggs	Yes
			0.2679%
		CDWR	Yes
			33.5000%
		Gridley	Yes
			1.9643%
		Healdsburg	Absent
			1.6428%

		Lodi	Yes	9.5000%
		Lompoc	Absent	2.0357%
		Modesto	Yes	10.7143%
		Plumas-Sierra	Absent	0.7857%
		PWRPA	Absent	2.6679%
		Silicon Valley Power	Yes	25.7500%
		Ukiah	Absent	1.7857%
		Vote Summary		
		Total Ayes	7	84.4822%
		Total Noes	0	0.0000%
		Total Abstain	0	0.0000%
		Total Absent	6	15.5178%
		Result:	Motion Passes	

Adjournment

The next regular meeting of the PPC is scheduled for Monday, December 6, 2021 at 10:00am.

The meeting was adjourned at 2:29 pm.

Submitted by: Melissa Conrad



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LEC PPC Meeting Minutes

Date: December 6, 2021

Time: 10:00am

Location: Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

The PPC reviewed the NCPA Safety Procedures and assigned safety roles.

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:02 am by Chairman Basil Wong. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Burk	Present	33.5000%
Gridley - Wagner	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Main	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	7	85.1858%
Absent	6	14.8142%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

December 6, 2021

Public Forum

Chairman Wong asked if any members of the public were on the phone who would like to address the PPC on any agenda items or on any item within the jurisdiction of the LEC PPC and not listed on the agenda.

3. Meeting Minutes

The draft minutes from the November 15, 2021 meeting were considered. The LEC PPC considered the following motion:

Date: 12/6/2021

Motion: The PPC approves the minutes from the November 15, 2021 regular LEC PPC meeting.

Moved by:

CDWR

Seconded by:

Biggs

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	85.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	14.8142%
Result:	Motion Passes	

MONTHLY REPORTS

4. Operational Reports for November 2021

Gordon Loyd presented the Operational Report for November 2021. There were no OSHA recordable accidents and no NERC/WECC violations. There were no forced outages in November. The next planned outage for the steam turbine and generator major work is scheduled for March 1, 2022 – May 31, 2022.

The operational report reflected monthly production of 189,383 MWH, 689 service hours, and equivalent operating availability of 100%. The report set for the Capacity Factor @ 302MW Pmax of 87.0%. There were 2 hot starts, 2 warm starts, and 0 cold starts during the month.

5. Market Data Report for November 2021

Michael Maltese mentioned the operating and financial settlement results for the month. LEC was committed to CAISO 30 out of 30 available days. Most runs were 24 hours runs in the month of November.

6. Monthly Asset Report

Michael DeBortoli presented the monthly asset report for October 2021. Michael mentioned the revenues were healthy this month, and similar to previous years in October. Expenses were up with more run time and higher fuel costs. The budget is below expectations for October 2021.

7. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for November 2021. Jesse reviewed bidding and calculating net start-up costs. Jesse reviewed DA and RT net revenues over the month with the Committee.

Consent Calendar (Items 8-13)

The consent calendar was considered. Chairman Wong asked if any Participant wished to have any item removed for separate discussion. Hearing no requests, he then asked if any Participant wished to abstain from one or more items on the Consent Calendar. There were no abstentions. The LEC PPC considered the following motion:

Date: 12/6/2021

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for October 2021; **9.** Financial Report for October

2021; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** Black and Veatch Corporation MTPSA for consulting services related to project support and plant operations, with a not-to-exceed of \$3,000,000 over five years, for use at all NCPA facilities and Members/SCPPA; **12.** ACCO Engineered Systems Inc. MTGSA for HVAC maintenance services, with a not-to-exceed of \$750,000 over five years, for use at all NCPA facilities and Members/SCPPA. **13.** Resolution of the Lodi Energy Center Project Participant Committee Proclaiming a Local Emergency Persists in the City of Santa Clara and in the Modesto Irrigation District, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing The Continuation of Remote Teleconference Meetings of the Lodi Energy Center Project Participant Committee for the Period December 6, 2021 through January 5, 2022 Pursuant to the Brown Act.

Moved by:
Seconded by:

CDWR
Lodi

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	87.1501%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.8499%
Result:	Motion Passes	

BUSINESS ACTION ITEMS

14. 2022 LEC Spring Outage

Gordon Loyd presented a power point presentation on the scope of work and projected costs for the 2022 LEC Major Spring Outage. Staff recommended approval of funds for the 2022 Major Spring Outage Project, not to exceed \$4,800,000.00. The recommendation was considered. The LEC PPC considered the following motion.

Date:	12/6/2021		
Motion:	The PPC approves the LEC 2022 Spring Outage Major Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$4,800,000.		
Moved by:	CDWR		
Seconded by:	MID		
Discussion:	There was no further discussion.		
	Vote Summary on Motion		
	Participant	Vote	Particulars / GES
	Azusa	Yes	2.7857%
	BART	Absent	6.6000%
	Biggs	Yes	0.2679%
	CDWR	Yes	33.5000%
	Gridley	Absent	1.9643%
	Healdsburg	Absent	1.6428%
	Lodi	Yes	9.5000%
	Lompoc	Absent	2.0357%
	Modesto	Yes	10.7143%
	Plumas-Sierra	Absent	0.7857%
	PWRPA	Yes	2.6679%
	Silicon Valley Power	Yes	25.7500%
	Ukiah	Absent	1.7857%
	Vote Summary		
	Total Ayes	7	85.1858%
	Total Noes	0	0.0000%
	Total Abstain	0	0.0000%
	Total Absent	6	14.8142%
	Result:	Motion Passes	

15. **Appointment of New Chairperson for LEC PPC Committee**

The new Chairperson for LEC PPC Committee is Deane Burk with CDWR.

Date: 12/6/2021

Motion:

The PPC approves election of Deane Burk to serve as the new Chairperson of the LEC Project Participant Committee to conduct the business of the PPC pursuant to the Power Sales Agreement and the Project Management and Operations Agreement.

Moved by: Lodi
Seconded by: SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	87.1501%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.8499%
Result:	Motion Passes	

16. Appointment of New Vice Chairperson for LEC PPC Committee

The new Vice Chairperson for LEC PPC Committee is Basil Wong with Silicon Valley Power.

Date: 12/6/2021
Motion: The PPC approves the election of Basil Wong to serve as the new Vice Chairperson of the LEC Project Participant Committee to conduct the business of the PPC pursuant to the Power Sales Agreement and the Project Management and Operations Agreement.

Moved by: CDWR
Seconded by: Biggs

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	87.1501%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.8499%
Result:	Motion Passes	

INFORMATIONAL ITEMS

17. Additional Operational Updates

Michael DeBortoli mention a scheduled outage for December 4, 2021 through December 7, 2021 to repair the HP steam valve, leak on HRSG and inspect and clean up the water treatment facility while the unit it down.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, January 10, 2021 at 10:00am.

The meeting was adjourned at 10:55 am.

Submitted by: Melissa Conrad



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LEC PPC Meeting Minutes - Special

Date: January 4, 2022

Time: 3:00pm

Location: Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

The PPC reviewed the NCPA Safety Procedures and assigned safety roles.

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 3:10 pm by Vice Chairman Basil Wong. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Brown	Present	33.5000%
Gridley - Wagner	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Main	Absent	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	8	87.1501%
Absent	5	12.8499%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

January 4, 2022

Public Forum

Vice Chairman Wong asked if any members of the public were on the phone who would like to address the PPC on any agenda items or on any item within the jurisdiction of the LEC PPC and not listed on the agenda.

BUSINESS ACTION ITEMS

3. Resolution of the Lodi Energy Center Project Participant Committee Proclaiming a Local Emergency Persists in the City of Santa Clara and in the Modesto Irrigation District, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing The Continuation of Remote Teleconference Meetings of the Lodi Energy Center Project Participant Committee for the Period January 4, 2022 through February 3, 2022 Pursuant to the Brown Act

Jane Luckhardt reviewed the statute for the Committee and mentioned a vote is needed every 30 calendar days. Michelle Schellentrager mentioned this statute will be included in the January 10, 2022 LEC PPC meeting's consent calendar, so no special meeting will be held in February pertaining to this matter.

Staff recommended to continue with remote teleconference meetings of the Lodi Energy Center Project Participant Committee for the continuation period of January 4, 2022, through February 3, 2022. The recommendation was considered. The LEC PPC considered the following motion.

Date: 1/4/2022

Motion: The LEC PPC approves Resolution 2022-01 to proclaim that a local emergency exists in Santa Clara and Stanislaus Counties, ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize remote teleconference meetings of the Lodi Energy Center Project Participant Committee for the initial period of January 4, 2022, through February 3, 2022 pursuant to the Ralph M. Brown Act (Brown Act).

Moved by:

Biggs

Seconded by:

SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%

Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	87.1501%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.8499%
Result:	Motion Passes	

Adjournment

The next regular meeting of the PPC is scheduled for Monday, January 10, 2022 at 10:00am.

The meeting was adjourned at 3:16 pm.

Submitted by: Melissa Conrad

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 1/10/2022

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

- Permits: 0 Violations Issued.
- NERC/WECC: 0 Violations Issued.

Outage Summaries:

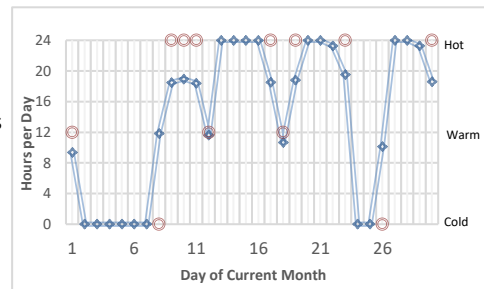
- 12/03 @ 00:00 - 12/07 @ 15:58; HP Steam Bypass Valve & HP Economizer Tube Leak Repair, OMS 11058793

Planned Outage Summaries:

- March 1 – May 31, 2022; Steam turbine generator major inspection, gas turbine ULN installation

Generating Unit Statistics:**Date:** 12/1/2021

1. Monthly Production	115,356	MWh
2. Productivity Factor		
a. Service Hours	431	Hours
b. Service Factor	57.9%	%
c. Capacity Factor @ 302MW Pmax	51.3	%
3. Equivalent Operating Availability (EOA)	84.0	%
4. Forced Outage Rate (FOR)	21.6	%



5. Heat Rate Deviation		
a. Fuel Cost (Not Current Market Price)	4.00	\$/mmBTU

MW Range	PMOA HR BTU/kW-Hr	Average HR BTU/kW-Hr	Deviation %	Production MWh	Cost \$
Seg. 1 296 +	6850	6,957	1.56%	29,502	\$12,616
Seg. 2 284 - 296	6870	6,972	1.49%	38,928	\$15,957
Seg. 3 275 - 284	6971	7,015	0.63%	8,226	\$1,438
Seg. 4 250 - 275	7081	7,030	-0.72%	17,053	-\$3,499
Seg. 5 225 - 250	7130	7,134	0.06%	10,306	\$177
Seg. 6 200 - 225	7200	7,315	1.60%	4,581	\$2,116
Seg. 7 175 - 225	7450	7,748	4.00%	1,346	\$1,607
Seg. 8 165 - 175	7760	8,277	6.66%	282	\$584
	7,164	7,306	2.04%	110,226	\$30,995

6. AGC Control Deviation

MW Range	High Dev MWh	Low Dev MWh	Total Dev MWh	Cost \$
Seg. 1 296 +	0	0	0	\$0
Seg. 2 284 - 296	0	-3	3	\$94
Seg. 3 275 - 284	0	-1	1	\$32
Seg. 4 250 - 275	1	-1	3	\$72
Seg. 5 225 - 250	1	-2	2	\$67
Seg. 6 200 - 225	1	-1	2	\$57
Seg. 7 175 - 225	0	0	1	\$16
Seg. 8 165 - 175	0	0	0	\$0
	3	-9	12	\$338

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	7	4	2
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	81	88	74
Start Time Deviation (%)	8%	-20%	-63%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,723	1,985	3,541
Fuel Deviation (%)	33%	10%	1%
Costs of Fuel Deviations (\$)	\$11,840	\$2,961	\$326

***Note** – LEC's MSG model is now live. These runs were bid into the market per the MSG schedule and as such the "Cost of Deviation" columns are not entirely accurate.

****Note** – LEC experienced an anomalous schedule into the market on 11/6-11/7. NCPA is investigating the underlying causes, but this anomaly makes the warm start calculations on 11/6 unusually low.



LEC PPC Meeting

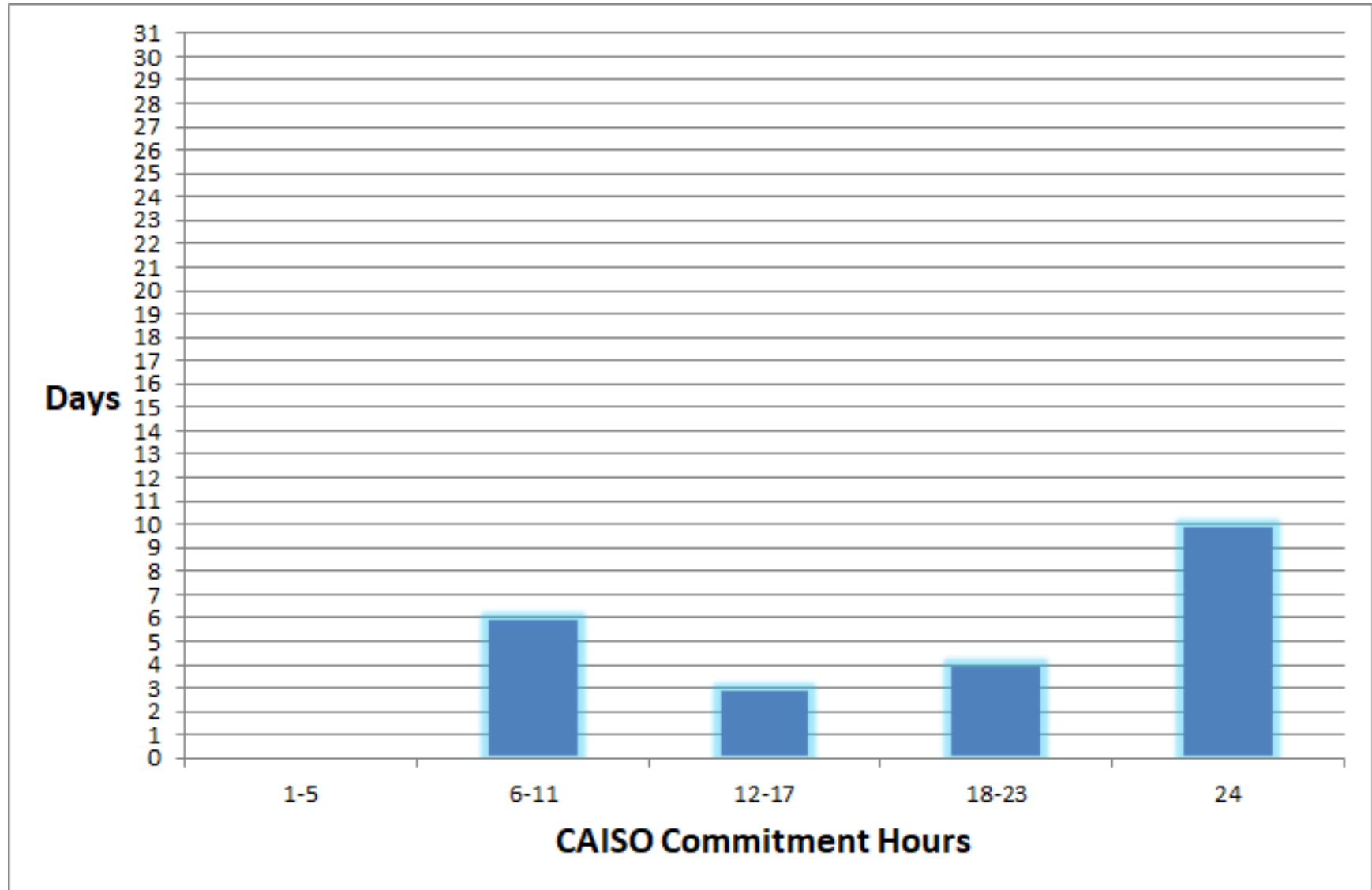
January 10, 2022

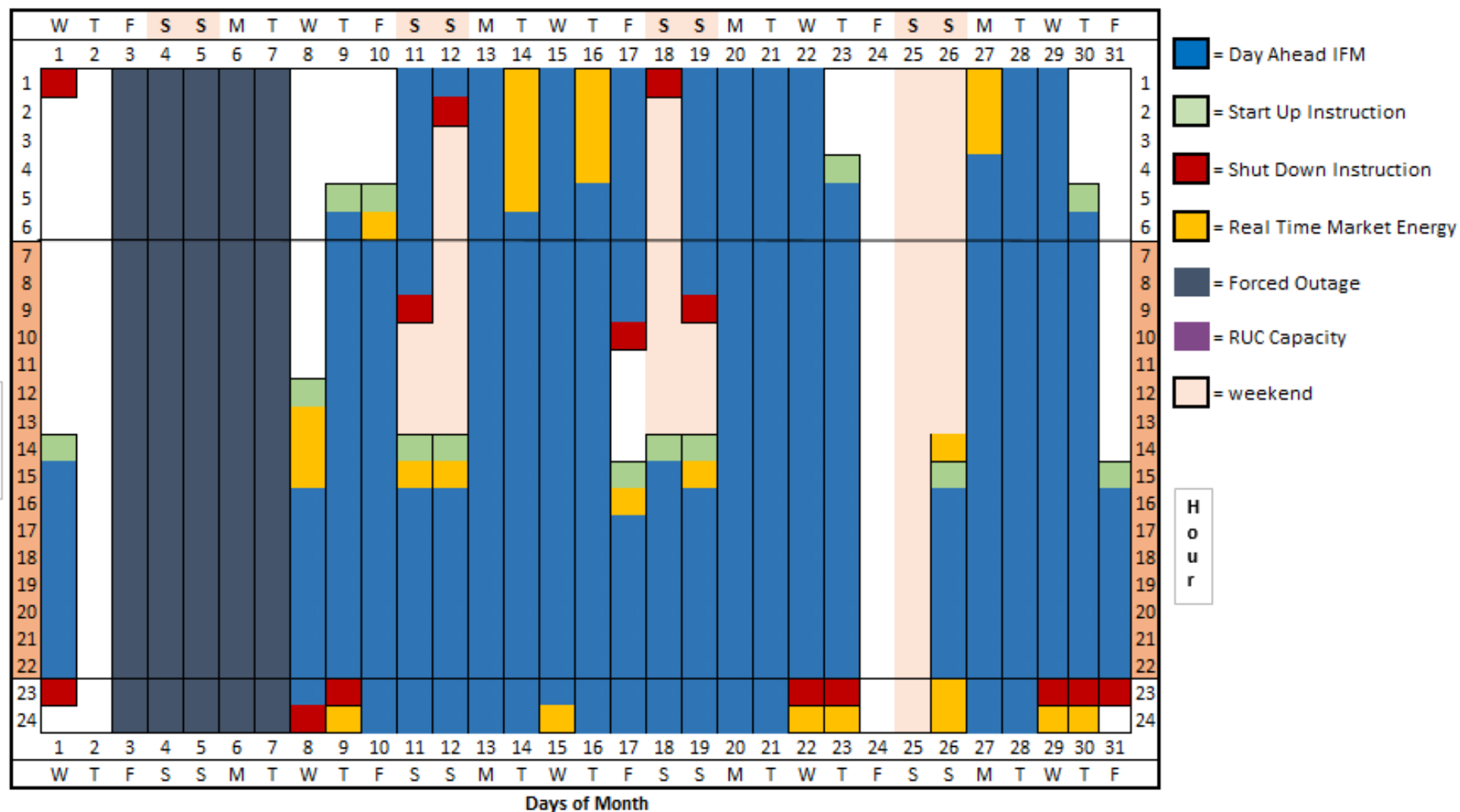
December 2021 Market Financial Results

LEC Operational Results for December 2021

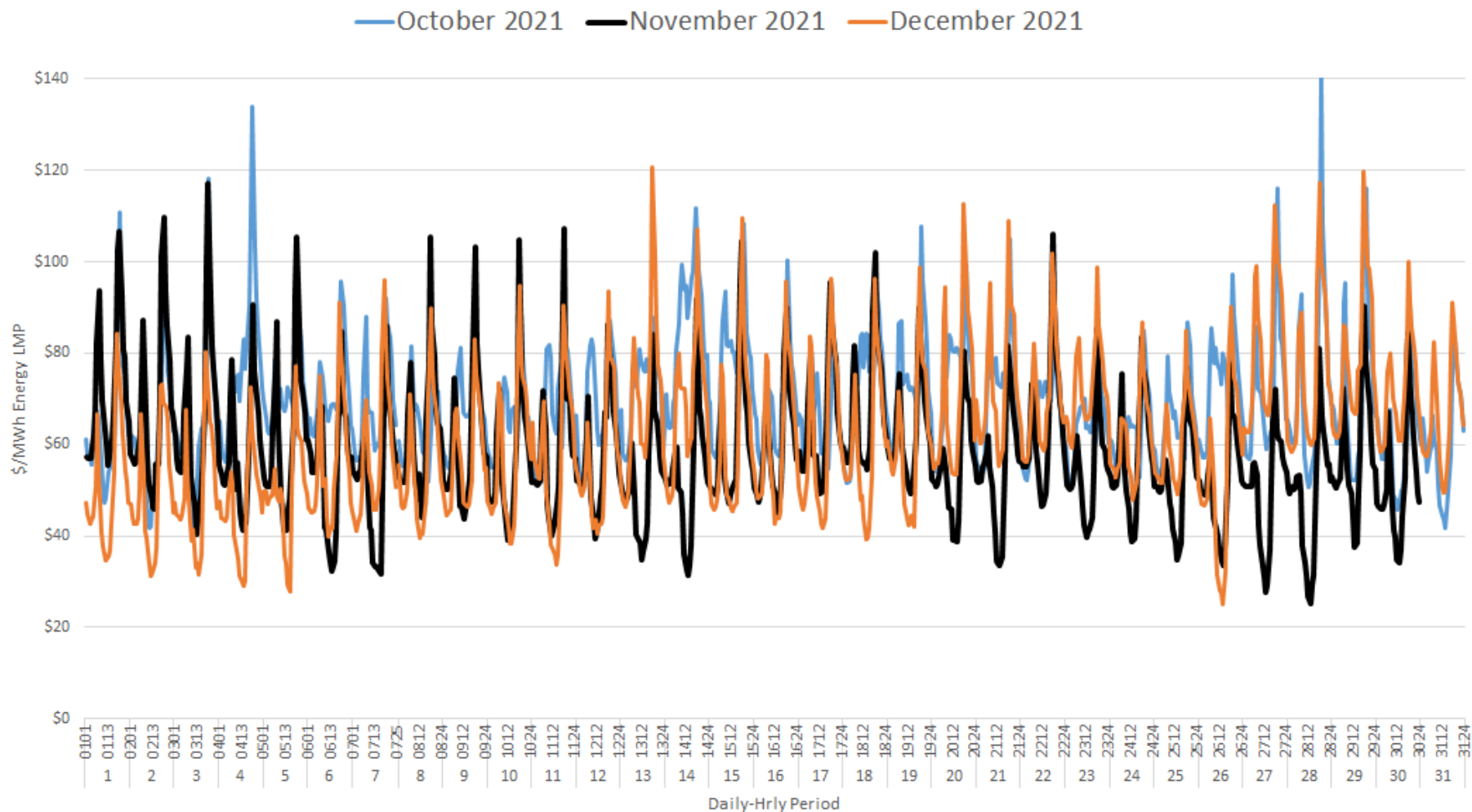
- Resource Adequacy Availability Metrics:
 - 100% - Monthly Assessment Generic Performance
 - 100% - Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- Estimated RAAIM Net Incentive **Payment** Amount:
 - \$5k - \$15k (depending on CAISO's RAAIM rate) for Generic RA based on claimed 104.87 MW
 - \$4k - \$11k (depending on CAISO's RAAIM rate) for Flexible RA based on claimed 76.92 MW
- LEC was committed by CAISO for Market energy 23 days of 26 available days
 - Thirteen (13) starts during the month
 - Ten (10) days of 24 hour operations
 - Five (5) days unavailable due to forced outage
 - Three (3) days not committed due to economics

Frequency Tabulation of Daily CAISO commitment hours for December 2021

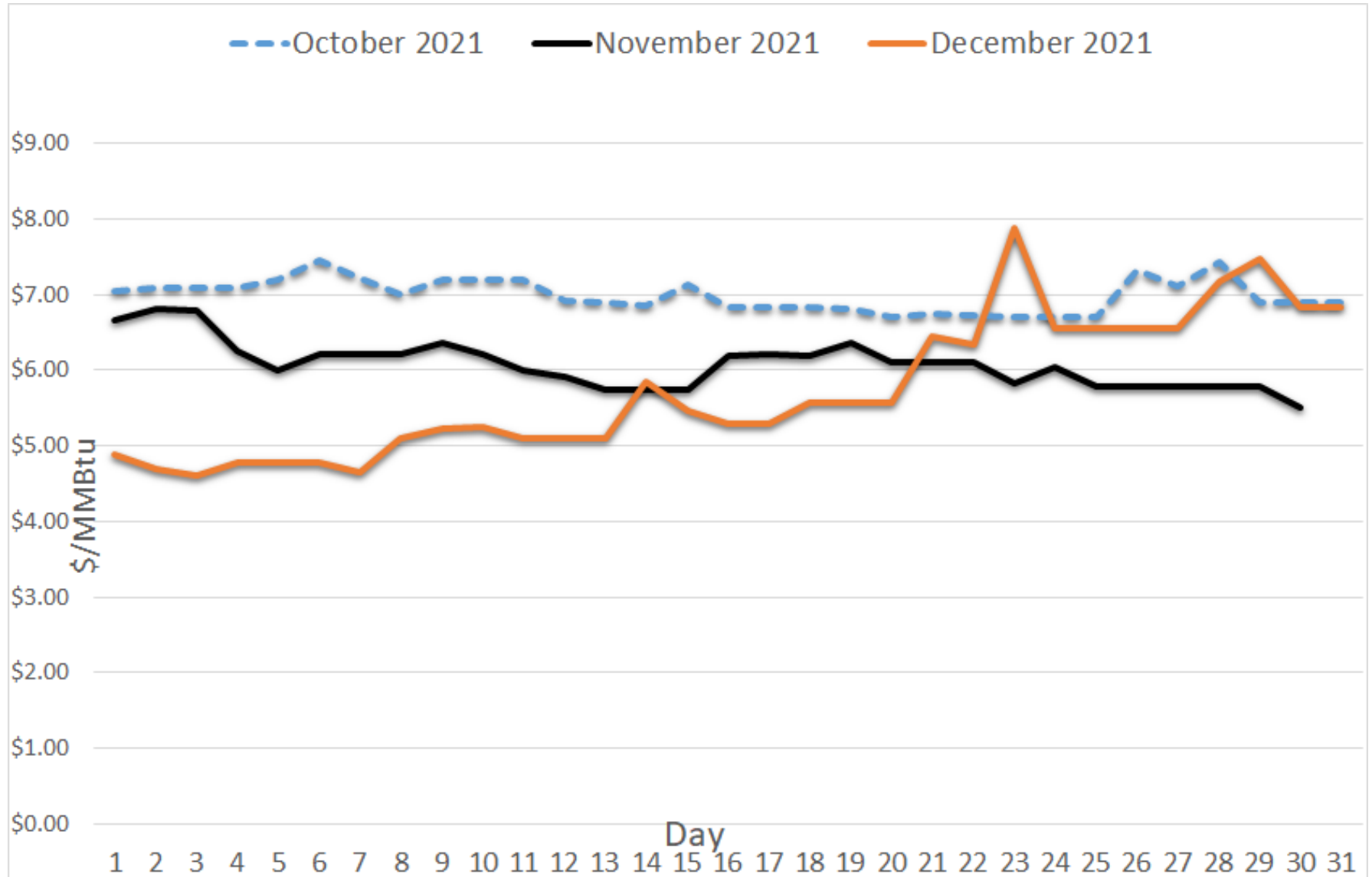




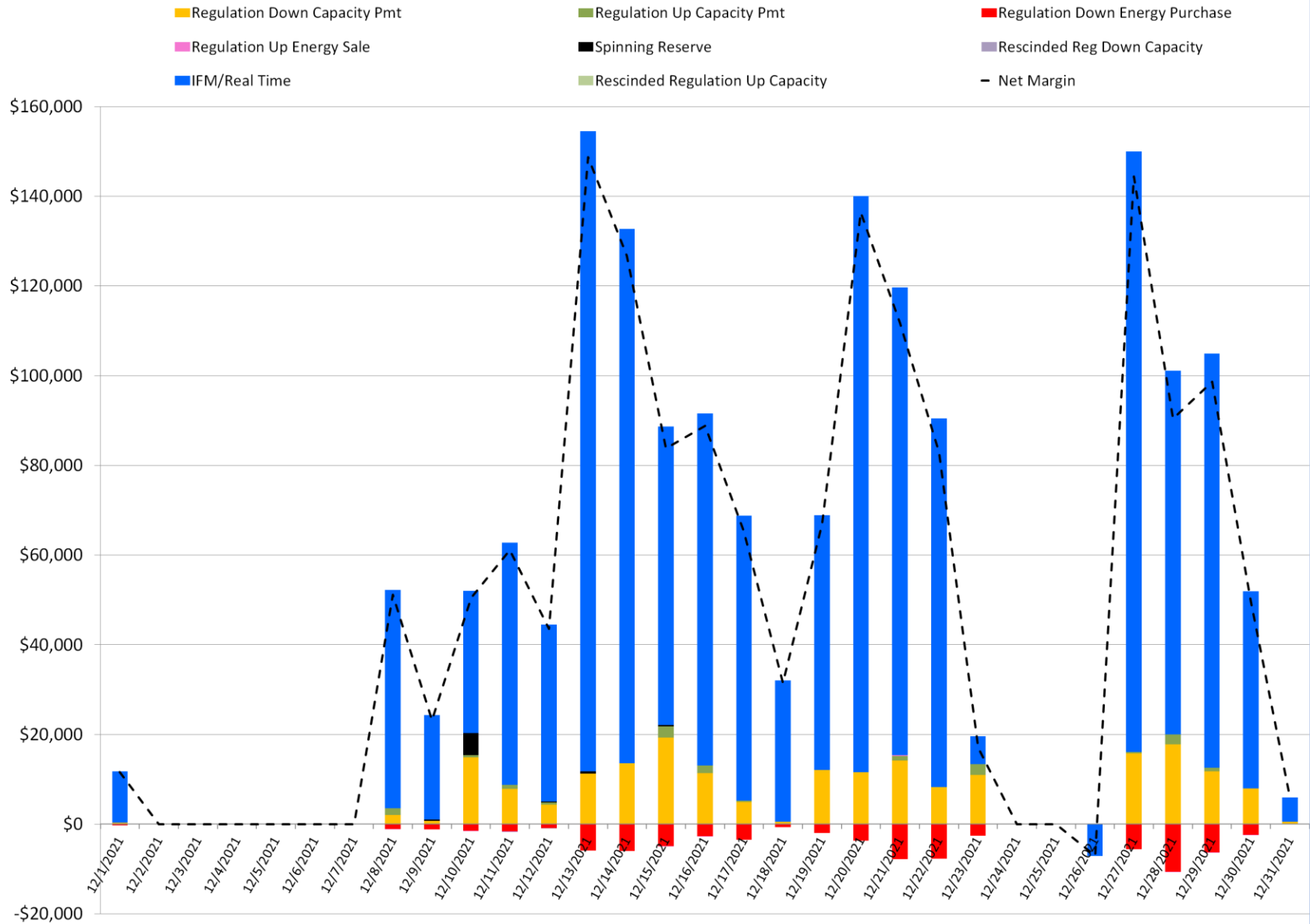
DA Energy LMP values by Month



December 2021 Daily PG&E City Gate Gas Index



December 2021 LEC Daily December Profile by Product



December 2021 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	8,414,400	
Regulation Up Capacity	\$	14,800	
Regulation Down Capacity	\$	202,200	
Spinning Reserve	\$	6,400	
Total Gross LEC Revenue			\$ 8,637,800
LEC CAISO GMC Costs	\$	(42,400)	
CAISO Energy & Capacity Buyback Costs	\$	(261,500)	
Total Monthly LEC Fuel Cost	\$	(5,093,200)	
Total Monthly GHG Obligation	\$	(1,334,900)	
Variable Operations & Maintenance Cost	\$	(297,600)	
Total Gross Costs			\$ (7,029,600)
Cumulative Monthly Margin			\$ 1,608,200
10 Days of Accrued LT Maintenance Costs	\$	(151,807)	
Net Cumulative Monthly Margin			\$ 1,456,393
Average Net Margin \$/MWh			\$ 12.6

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total

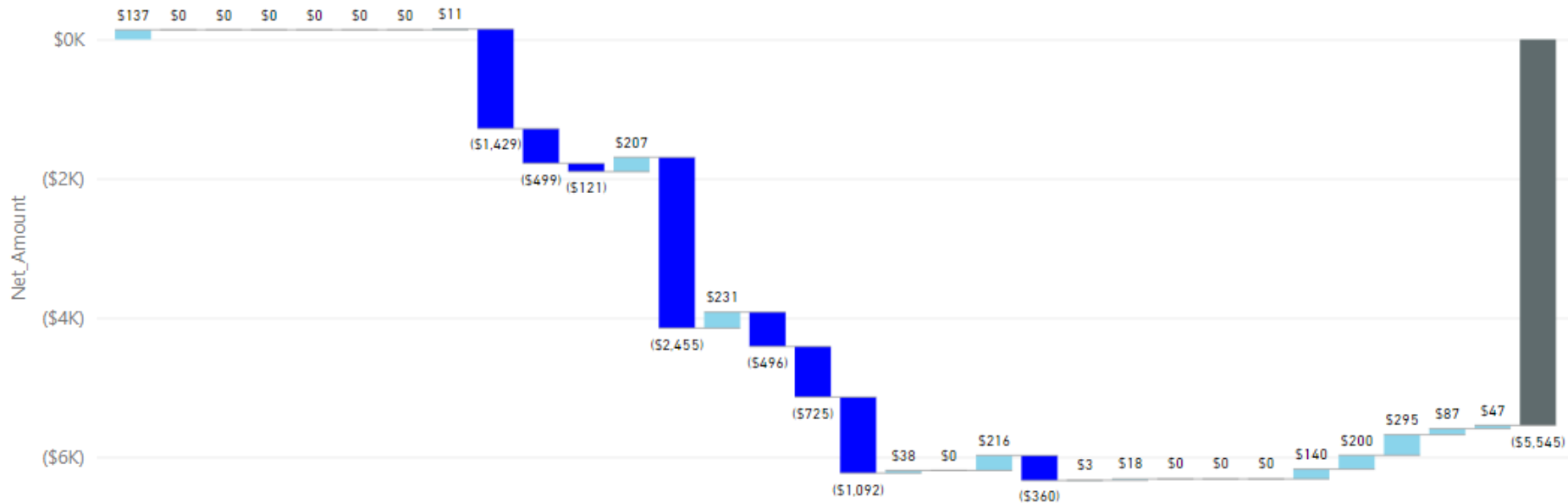
December 2021 Cost of Congestion Component

(\$5,545)

(\$0.05)

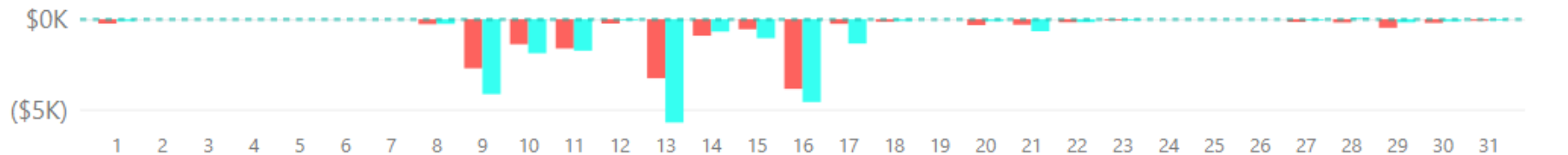
Net_Amount

\$ / MWh



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total

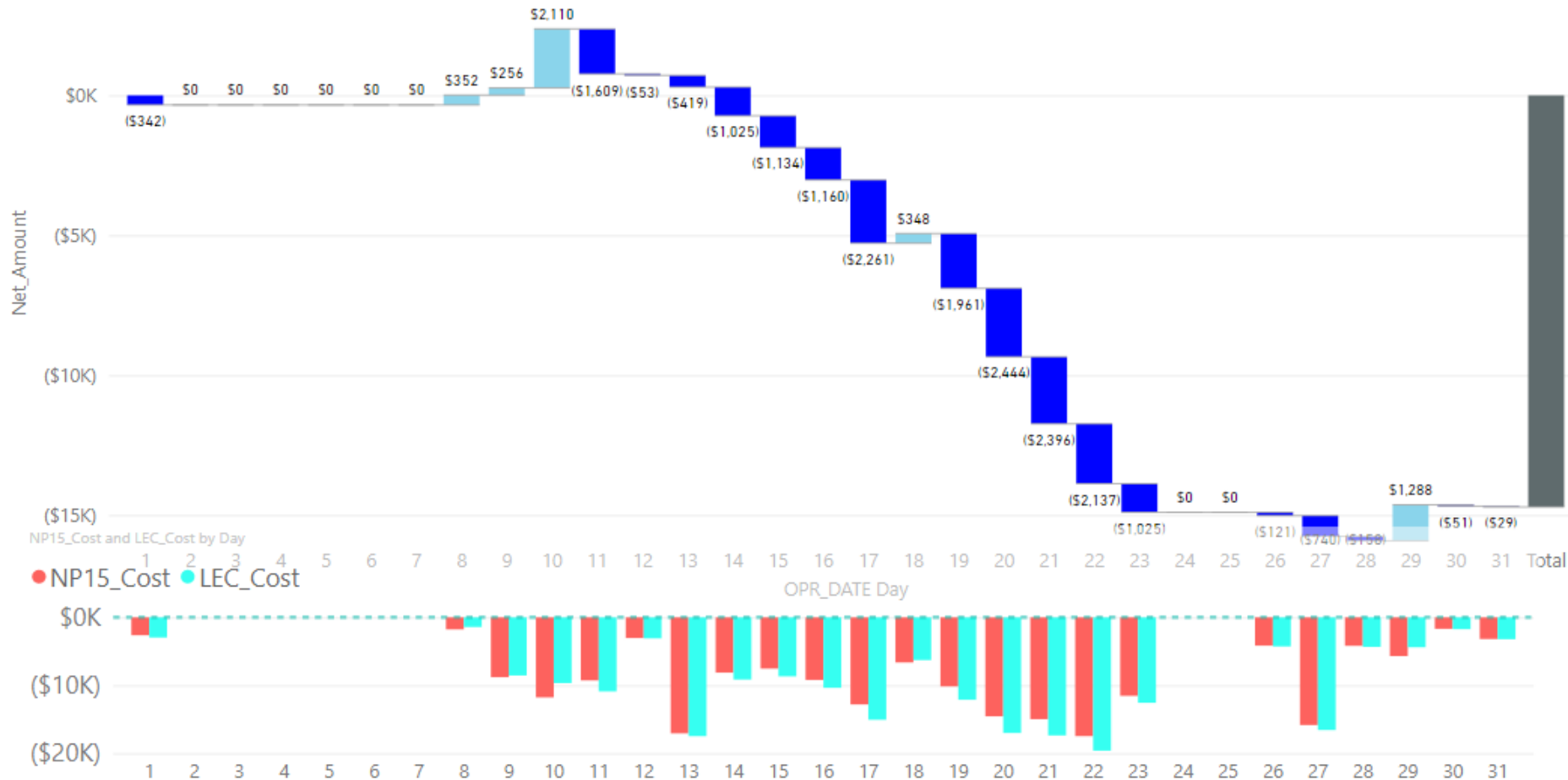
December 2021 Cost of Loss Component

(\$14,710)

Net_Amount

(\$0.13)

\$ / MWh

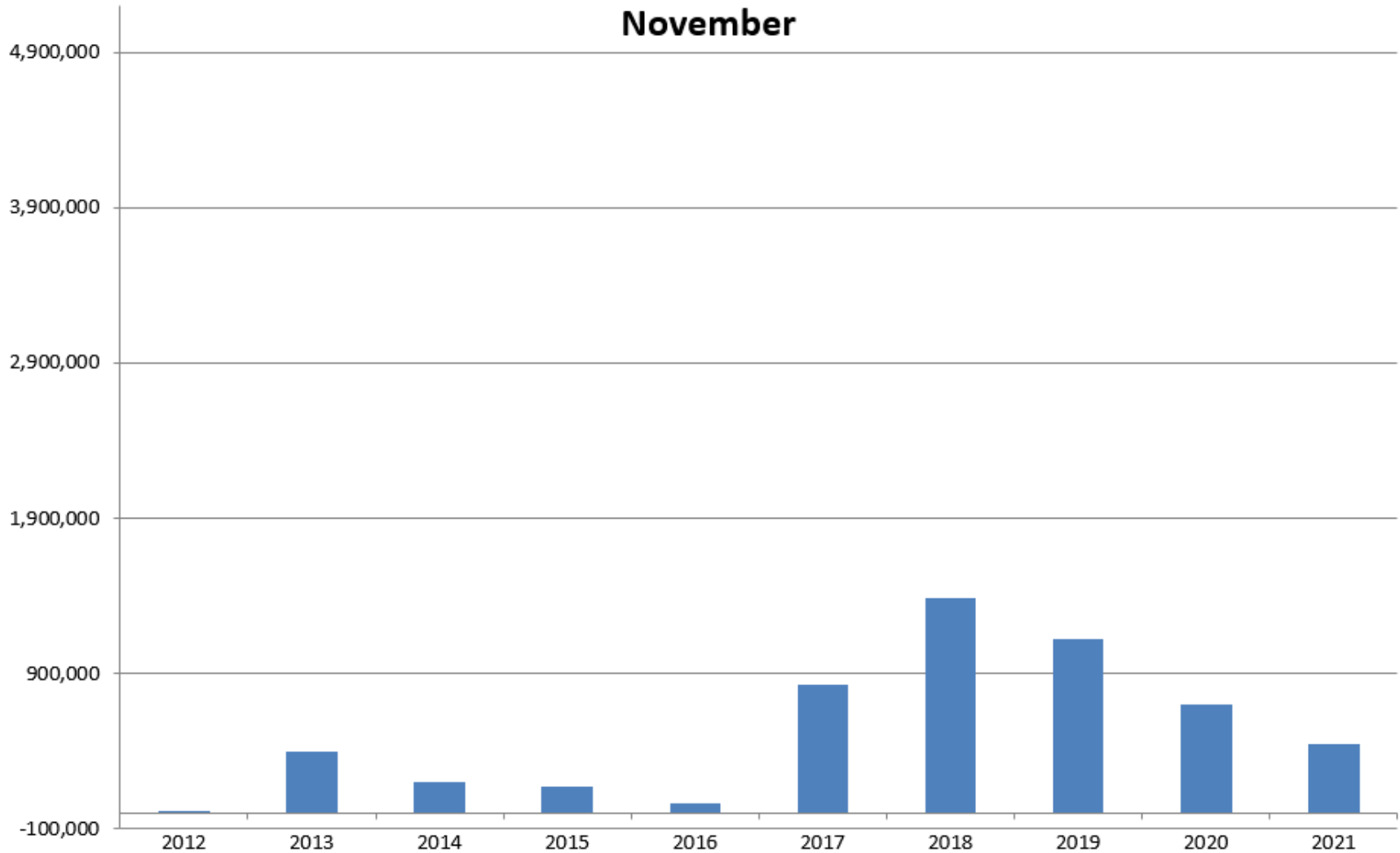


November Asset Report

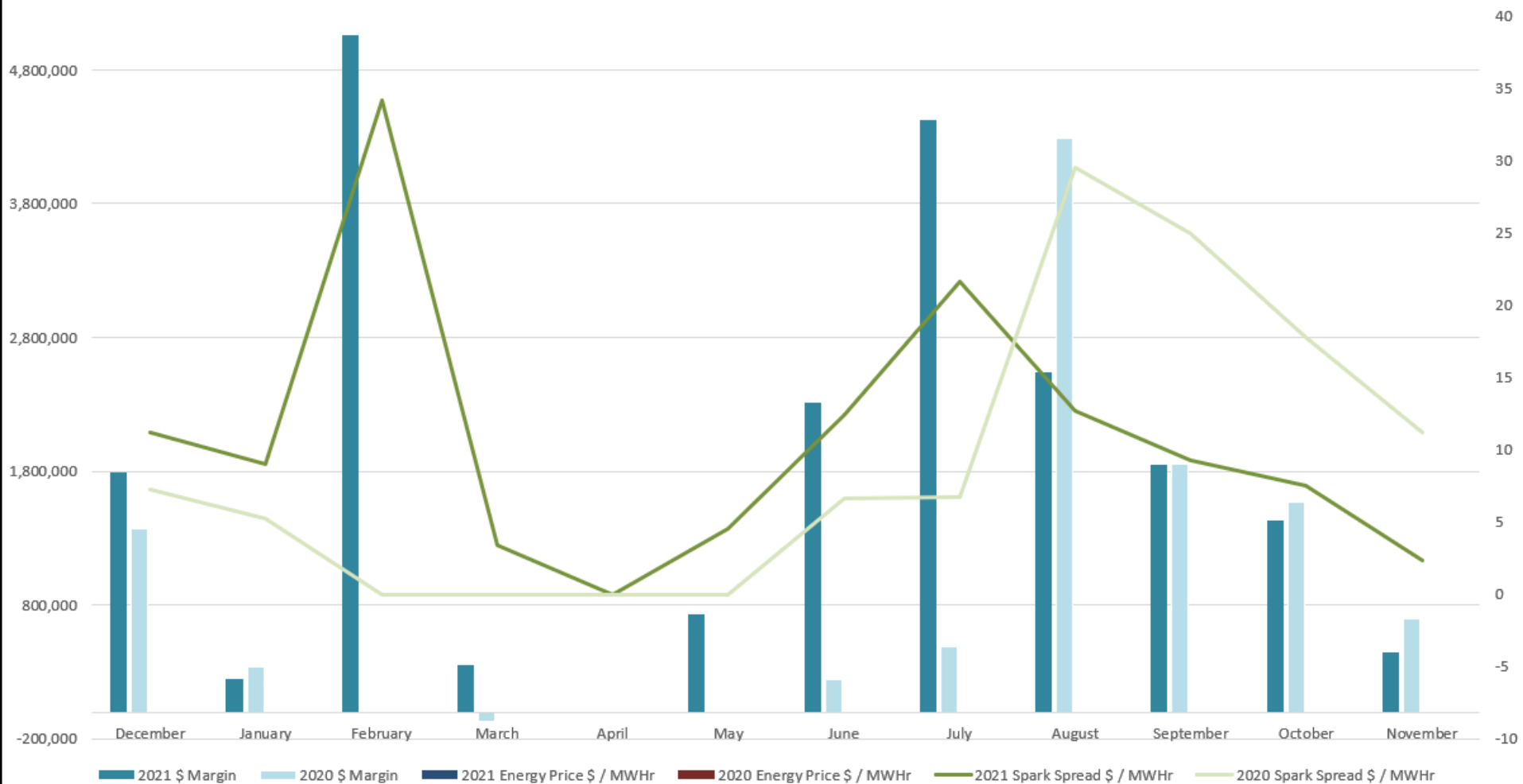
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	12,346,225	10,623,424	5,520,060	1,722,801	16%	High revenue
VOM	12,875,378	9,694,711	4,245,507	3,180,667	33%	High fuel/GHG/CAISO
Fixed	2,544,948	1,005,030	1,005,030	1,539,918	153%	Inventory
Projects	158,193	417,244	417,244	(259,051)	-62%	
A&G	208,151	208,180	208,180	(29)	0%	
Debt	2,197,050	2,167,356	2,167,356	29,694	1.37%	
Net Cost	(5,637,494)	(2,869,096)	(2,523,257)	(2,768,398)	96%	
Net Annual Cost		(26,121,009)	(33,283,102)	\$7,162,093		
				Below budget by 21.52%		

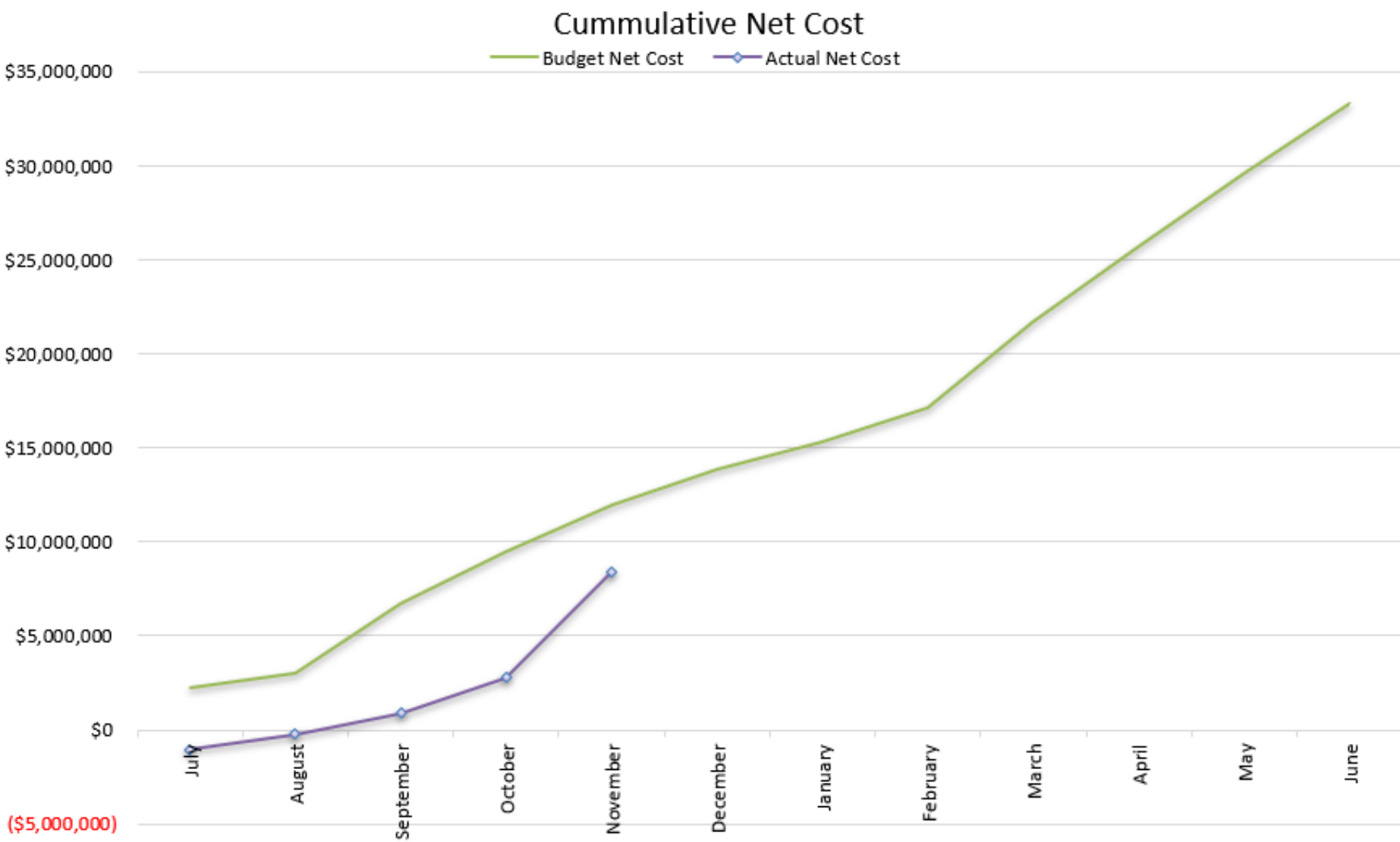
Historical Margins

November



Historical Monthly Comparison





Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 01/03/2022

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2021 Budget	Percent Used	Comments
VOM	9,973,134	10,171,044	11,917,713	12,637,208	12,875,378	9,356,134	10,704,183	7,894,579	21,232	835,849	21,261	7,252,476	93,660,190	44,037,328	212.7%	
Capacity Factor	91%	89%	92%	85%	87%	94%	94%	84%	0%	0%	0%	79%	66%	64%	103.2%	
Fuel Consumed (mmBTU, estimated)	1,420,025	1,389,734	1,383,289	1,330,762	1,334,646	1,515,859	1,513,864	1,264,362	0	0	0	1,233,982	12,386,523	6,475,833	191.3%	
Avg Fuel Cost (\$/mmBTU)	5.29	5.56	6.85	7.23	6.30	4.61	4.63	4.59	0.00	0.00	0.00	3.86	5.43	4.72	115.1%	Fuel Price Higher
Power Produced (MWhr, estimated)	204,130	200,395	199,055	189,965	189,397	210,536	210,259	175,606	0	0	0	171,386	1,750,729	945,377	185.2%	
Avg Power Price (\$/MWhr)	72.84	66.18	71.56	76.12	65.05	54.11	55.68	55.55	0.00	0.00	0.00	47.12	62.88	52.25	120.3%	Energy Price Up
Operations / Variable / LTSA	208,331	139,261	176,151	240,945	1,573,747	197,875	1,487,111	165,641	21,232	835,849	21,261	540,812	5,608,216	3,601,753	155.7%	
Fuel (estimated)	7,516,063	7,721,496	9,476,215	9,617,541	8,411,777	6,987,872	7,008,376	5,800,522	0	0	0	4,766,786	67,306,647	31,029,301	216.9%	
AB32 GHG Offset (estimated)	1,754,343	1,752,725	1,893,734	2,045,914	2,346,195	1,781,813	1,779,469	1,486,192	0	0	0	1,450,482	16,290,867	6,268,971	259.9%	Expenses Higher
CA ISO Charges (estimated)	494,397	557,562	371,613	732,809	543,658	388,574	429,227	442,224	0	0	0	494,397	4,454,461	3,137,303	142.0%	More charges
Routine O&M (Fixed)	1,370,254	1,247,653	878,388	1,157,098	2,544,948	970,163	1,218,484	978,161	973,162	1,112,528	978,663	981,398	14,410,899	12,766,299	112.9%	
Maintenance / Fixed	410,514	180,863	155,734	213,715	181,413	216,134	216,134	216,134	216,134	350,000	216,134	216,134	2,789,042	2,989,071	93.3%	
Administration	4,749	2,109	4,458	6,998	20,420	18,023	18,023	18,023	18,023	18,023	18,023	18,024	164,896	216,277	76.2%	
Mandatory Costs	32,768	120,740	14,347	16,887	18,948	4,000	20,000	12,000	7,000	12,500	12,500	15,245	286,935	312,245	91.9%	
Inventory Stock	13,076	253,650	0	270,451	1,639,616	0	0	0	0	0	0	0	2,176,793	-	0.0%	
Labor	652,467	426,770	446,181	391,268	411,041	464,645	696,967	464,645	464,645	464,645	464,645	464,645	5,812,564	6,040,384	96.2%	
Insurance	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,368	1,576,482	1,576,482	100.0%	
Power Management & Settlements	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,303	1,503,669	1,503,669	100.0%	
Other Costs	0	6,841	988	1,099	16,830	10,681	10,680	10,679	10,680	10,680	10,681	10,679	100,518	128,171	78.4%	
Projects	163,427	206,099	197,649	156,259	158,193	417,244	417,244	417,244	417,244	417,244	417,244	417,226	3,802,317	5,006,910	75.9%	
Maintenance Reserve	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,253	1,875,102	1,875,102	100.0%	
Operations & Maintenance Projects	7,168	49,840	41,390	0	1,934	114,610	114,610	114,610	114,610	114,610	114,610	114,598	902,590	1,375,308	65.6%	
Capital Projects	0	0	0	0	0	146,375	146,375	146,375	146,375	146,375	146,375	146,375	1,024,625	1,756,500	58.3%	
A&G	159,749	229,105	235,597	208,151	208,151	208,180	208,180	208,180	208,180	208,180	208,180	208,174	2,498,007	2,498,154	100.0%	
Administrative & General (Allocated)	134,398	198,391	200,472	177,754	177,754	177,777	177,777	177,777	177,777	177,777	177,777	177,774	2,133,205	2,133,321	100.0%	
Generation Services Shared	25,351	30,714	35,125	30,397	30,397	30,403	30,403	30,403	30,403	30,403	30,403	30,400	364,802	364,833	100.0%	
Total O&M Cost	11,666,564	11,853,901	13,229,347	14,158,716	15,786,670	10,951,721	12,548,090	9,498,164	1,619,818	2,573,801	1,625,347	8,859,274	114,371,414	64,308,691	177.8%	
Debt Service	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,167,356	2,167,355	2,167,357	2,167,354	2,167,355	2,167,357	2,167,355	26,156,739	26,008,268	100.6%	
Revenues	14,889,851	13,271,811	14,285,186	14,481,816	12,346,225	12,652,265	13,233,415	10,842,782	32,153	32,153	32,152	8,307,334	114,407,144	57,033,857	200.6%	
ISO Energy Sales (estimated)	14,868,316	13,262,248	14,244,822	14,460,125	12,319,751	11,391,116	11,706,949	9,754,139	0	0	0	8,075,393	110,082,860	49,394,211	222.9%	
Other Income	21,535	9,563	40,364	21,691	26,474	1,261,149	1,526,466	1,088,643	32,153	32,153	32,152	231,941	4,324,284	7,639,646		
Net	\$1,026,237	(\$779,140)	(\$1,141,211)	(\$1,873,950)	(\$5,637,494)	(\$466,812)	(\$1,482,030)	(\$822,738)	(\$3,755,019)	(\$4,709,003)	(\$3,760,552)	(\$2,719,295)	(\$26,121,009)	(\$33,283,102)	Below budget by 21.52%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: January 10, 2022
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended November 30, 2021

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

Cash - At month end cash totaled \$1,862.

Investments - The carrying value of the LEC's investment portfolio totaled \$45,634,834 at month end. The current market value of the portfolio totaled \$45,454,062.

The overall portfolio had a combined weighted average interest rate of 0.556% with a bond equivalent yield (yield to maturity) of 0.502%. Investments with a maturity greater than one year totaled \$14,080,000. During the month \$25,162,448 was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills remained unchanged at 0.06% and rates on one year T-Bills increased 7 basis points from 0.14% to 0.21%.

To the best of my knowledge and belief, all securities held by LEC as of November 30, 2021 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

The Treasurer's report will not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,

Monty Hanks

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

Sandra Ainsworth

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

NOVEMBER 30, 2021

TABLE OF CONTENTS

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

**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
November 30, 2021**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 1,862	\$ 20,998,373	\$ 21,000,235	46.02%	\$ 20,996,717
Debt Service Reserve	-	12,728,534	12,728,534	27.89%	12,707,759
O & M Reserve	-	11,693,771	11,693,771	25.62%	11,535,430
	1,862	45,420,678	45,422,540	99.53%	45,239,906
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	214,156	214,156	0.47%	214,156
Participant Deposit Account	-	-	-	-	-
	\$ 1,862	\$ 45,634,834	\$ 45,636,696	100.00%	\$ 45,454,062

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
November 30, 2021

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ -	\$ 15,767,000	\$ -	\$ (20,997,919)	\$ 5,232,318	\$ 1,399
Debt Service Reserve	-	-	3,511,000	-	(3,511,000)	-	-
O & M Reserve	-	24,582	500,000	-	(524,582)	-	-
	-	24,582	19,778,000	-	(25,033,501)	5,232,318	1,399
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	266,447	-	-	(137,500)	(128,947)	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ 266,447	\$ 24,582	\$ 19,778,000	\$ (137,500)	\$ (25,162,448)	\$ 5,232,318	\$ 1,399

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
November 30, 2021

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 20,997,919	\$ (15,767,000)	\$ 397	\$ -	\$ -	\$ 5,231,316
Debt Service Reserve	3,511,000	(3,511,000)	(1,110)	-	-	(1,110)
O & M Reserve	524,582	(500,000)	(746)	-	-	23,836
	<u>25,033,501</u>	<u>(19,778,000)</u>	<u>(1,459)</u>	<u>-</u>	<u>-</u>	<u>5,254,042</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	128,947	-	-	-	-	128,947
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 25,162,448</u>	<u>\$ (19,778,000)</u>	<u>\$ (1,459)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,382,989</u>

Less Non- Cash Activity

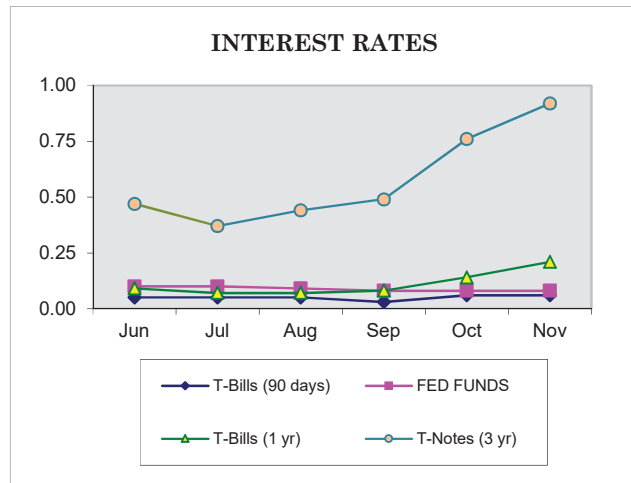
Disc/(Prem) Amortization & Gain/(Loss) on Sale	<u>1,459</u>
Net Change in Investment –Before Non-Cash Activity	<u>\$ 5,384,448</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Interest Rate/Yield Analysis
November 30, 2021

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	0.556%	0.502%
Debt Service Account	0.080%	0.081%
Debt Service Reserve	1.012%	0.894%
O & M Reserve	0.920%	0.837%
GHG Cash Account	0.238%	0.238%

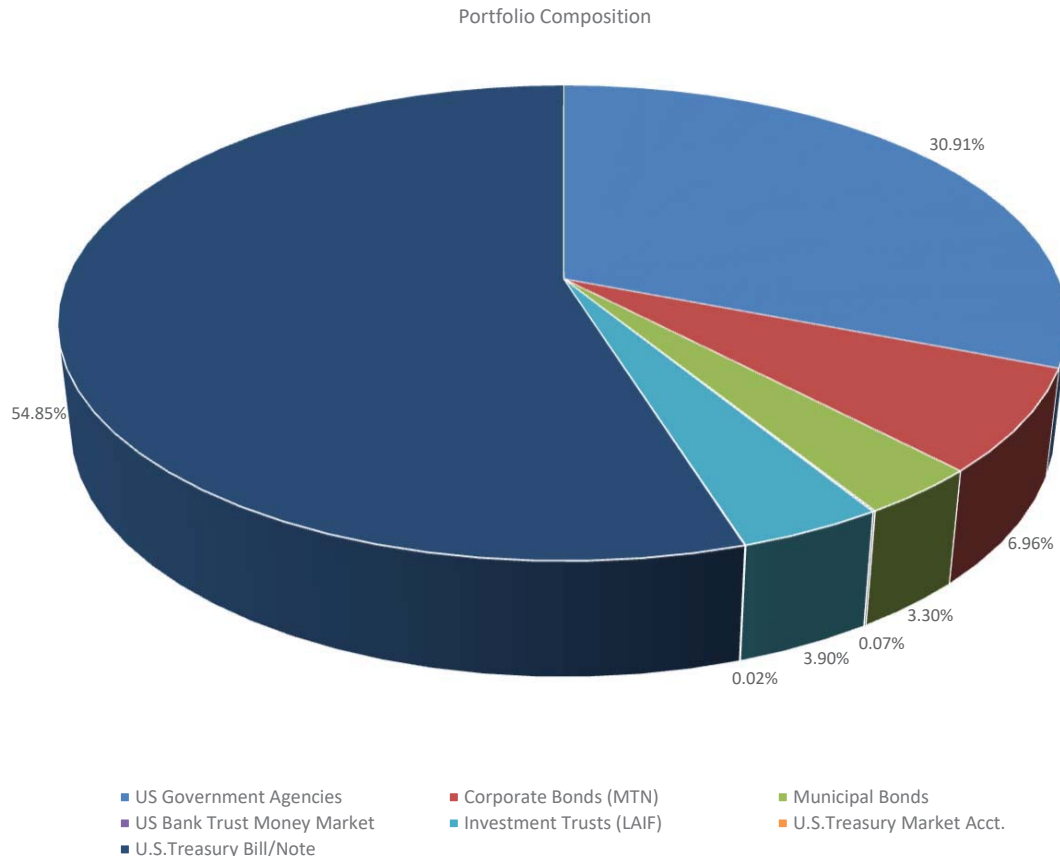
KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	0.08%	0.08%
T-Bills (90da.)	0.06%	0.09%
Agency Disc (90da.)	0.08%	0.10%
T-Bills (1yr.)	0.21%	0.11%
Agency Disc (1yr.)	0.22%	0.12%
T-Notes (3yr.)	0.92%	0.21%



Northern California Power Agency/Lodi Energy Center
Total Portfolio
Investment Maturities Analysis
November 30, 2021

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ -	\$ -	\$ 4,100	\$ -	\$ 10,000	\$ -	\$ 14,100	30.91%
Corporate Bonds (MTN)	-	-	595	-	-	2,580	-	3,175	6.96%
Municipal Bonds	-	-	-	-	-	1,500	-	1,500	3.30%
US Bank Trust Money Market	31	-	-	-	-	-	-	31	0.07%
Investment Trusts (LAIF)	1,779	-	-	-	-	-	-	1,779	3.90%
U.S.Treasury Market Acct.	8	-	-	-	-	-	-	8	0.02%
U.S.Treasury Bill/Note	-	-	24,509	509	-	-	-	25,018	54.85%
Total Dollars	\$ 1,818	\$0	\$25,104	\$4,609	\$ -	\$14,080	\$0	\$ 45,611	100.00%
Total Percents	3.99%	0.00%	55.04%	10.10%	0.00%	30.87%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency

Treasurer's Report

11/30/2021

LEC Issue #1 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	4,909	0.010		4,909		1	0.010	4,909	SYS79004	79004	4,909
U.S. Treasury	USBGC	10,003,000	0.080	11/30/2021	9,999,065	05/26/2022	176	0.081	9,998,299	912796Q36	27322	9,999,088
Fund Total and Average		\$ 10,007,909	0.080		\$ 10,003,974		176	0.081	\$ 10,003,208			\$ 10,003,997

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	3,677	0.010		3,677		1	0.010	3,677	SYS79012	79012	3,677
U.S. Treasury	USBGC	6,993,000	0.080	11/30/2021	6,990,249	05/26/2022	176	0.081	6,989,713	912796Q36	27323	6,990,265
Fund Total and Average		\$ 6,996,677	0.080		\$ 6,993,926		176	0.081	\$ 6,993,390			\$ 6,993,942

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBGC	4,002,000	0.080	11/30/2021	4,000,426	05/26/2022	176	0.081	4,000,119	912796Q36	27324	4,000,435
Fund Total and Average		\$ 4,002,000	0.080		\$ 4,000,426		176	0.081	\$ 4,000,119			\$ 4,000,435
GRAND TOTALS:		\$ 21,006,586	0.080		\$ 20,998,326		176	0.081	\$ 20,996,717.			\$ 20,998,374

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2021



Northern California Power Agency

Treasurer's Report

11/30/2021

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	18,874	0.010		18,874		1	0.010	18,874	SYS79005	79005	18,874
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	191	1.760	4,143,911	313379Q69	26463	4,107,497
U.S. Treasury	USBT	509,000	0.035	07/23/2021	508,835	06/16/2022	197	0.036	508,730	912796J42	27244	508,901
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,552	0.840	4,375,821	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,654	0.799	147,936	3130AN4T4	27270	150,499
Fund Total and Average		\$ 9,207,874	1.367		\$ 9,276,543		869	1.203	\$ 9,195,272			\$ 9,215,771

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	1,843	0.010	07/01/2021	1,843		1	0.010	1,843	SYS79006	79006	1,843
U.S. Treasury	USBT	2,369,000	0.080	11/30/2021	2,368,068	05/26/2022	176	0.081	2,367,887	912796Q36	27320	2,368,073
Fund Total and Average		\$ 2,370,843	0.080		\$ 2,369,911		176	0.081	\$ 2,369,730			\$ 2,369,916

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,294	0.010		1,294		1	0.010	1,294	SYS79013	79013	1,294
U.S. Treasury	USBT	1,142,000	0.080	11/30/2021	1,141,551	05/26/2022	176	0.081	1,141,463	912796Q36	27321	1,141,553
Fund Total and Average		\$ 1,143,294	0.080		\$ 1,142,845		176	0.081	\$ 1,142,757			\$ 1,142,847
GRAND TOTALS:		\$ 12,722,011	1.012		\$ 12,789,299		678	0.894	\$ 12,707,759.			\$ 12,728,534

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2021

Callable Dates:

Inv #
27199 FFCB Anytime



Northern California Power Agency

Treasurer's Report

11/30/2021

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1,564,817	0.238		1,564,817		1	0.238	1,564,817	SYS70047	70047	1,564,817
First American Govt.	USBGC	7,884	0.002		7,884		1	0.002	7,884	SYS70041	70041	7,884
US Bank, N.A.	USBGC	595,000	2.650	05/31/2019	598,290	05/23/2022	173	2.456	600,171	90331HPC1	26822	595,528
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,096	1.776	492,747	14912L6G1	26952	484,617
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,308	0.610	491,520	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,336	0.579	982,350	3136G4D75	27047	1,000,733
Federal Farm Credit	USBGC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,342	0.670	1,967,500	3133EL2S2	27054	2,000,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,356	0.600	981,510	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,398	0.530	732,413	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,398	0.530	653,485	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,530	0.699	488,280	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,611	1.200	489,610	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,688	1.050	980,810	57629WDE7	27250	1,006,738
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,729	1.250	97,207	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,748	1.227	491,970	14913R2Q9	27290	498,215
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,804	1.490	513,156	74460DAG4	27310	515,240
Fund Total and Average		\$ 11,667,701	0.920		\$ 11,709,187		1188	0.837	\$ 11,535,430			\$ 11,693,772
GRAND TOTALS:		\$ 11,667,701	0.920		\$ 11,709,187		1188	0.837	\$ 11,535,430.			\$ 11,693,772

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2021

Callable Dates:

Inv #		
26822	USB	Anytime starting 4/22/2022
27047	FHLMC	Quarterly starting 7/29/2022
27054	FFCB	Anytime
27057	FNMA	Quarterly starting 8/18/2022
27083	FFCB	Anytime
27084	FFCB	Anytime
27170	APPL	Anytime starting 1/8/2026
27222	JPM	Annually starting 4/30/2023
27259	BAC	Semi-annually starting 8/26/2022



Northern California Power Agency
Treasurer's Report
11/30/2021

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		214,156	0.238		214,156		1	0.238	214,156	SYS70046	70046	214,156
Fund Total and Average		\$ 214,156	0.238		\$ 214,156		1	0.238	\$ 214,156			\$ 214,156
GRAND TOTALS:		\$ 214,156	0.238		\$ 214,156		1	0.238	\$ 214,156.			\$ 214,156

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2021



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: January 10, 2022

To: Lodi Energy Center Project Participant Committee

Subject: November 30, 2021 Financial Reports (Unaudited)

**NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
STATEMENTS OF NET POSITION
UNAUDITED**

	November	
	2021	2020
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 214,156	\$ 87,127
Interest receivable	56	189
Inventory and supplies - at average cost	4,361,682	2,220,138
Prepaid insurance	-	21,405
Due from (to) Agency, net	42,431,460	20,163,885
TOTAL CURRENT ASSETS	47,007,354	22,492,744
RESTRICTED ASSETS		
Cash and cash equivalents	1,611,610	14,546,790
Investments	43,817,381	28,025,500
Interest receivable	78,745	77,391
TOTAL RESTRICTED ASSETS	45,507,736	42,649,681
ELECTRIC PLANT		
Electric plant in service	410,208,081	409,938,075
Less: accumulated depreciation	(114,914,035)	(100,768,458)
TOTAL ELECTRIC PLANT	295,294,046	309,169,617
OTHER ASSETS		
Regulatory assets	24,041,839	28,553,529
TOTAL OTHER ASSETS	24,041,839	28,553,529
TOTAL ASSETS	411,850,975	402,865,571
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	1,047,950	1,373,147
Asset retirement obligations	189,507	184,738
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,237,457	1,557,885
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 413,088,432	\$ 404,423,456

**NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
STATEMENTS OF NET POSITION
UNAUDITED**

	November	
	2021	2020
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 8,412,099	\$ 1,776,378
Operating reserves	16,775,433	15,941,508
Current portion of long-term debt	12,880,000	12,515,000
Accrued interest payable	9,623,446	8,866,111
TOTAL CURRENT LIABILITIES	47,690,978	39,098,997
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	227,953	86,937
Asset retirement obligations	189,507	184,738
Long-term debt, net	293,655,000	306,535,000
TOTAL NON-CURRENT LIABILITIES	294,072,460	306,806,675
TOTAL LIABILITIES	341,763,438	345,905,672
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	41,774,220	39,386,986
NET POSITION		
Invested in capital assets, net of related debt	(7,184,909)	(4,906,636)
Restricted	11,461,986	9,553,035
Unrestricted	25,273,697	14,484,399
TOTAL NET POSITION	29,550,774	19,130,798
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 413,088,432	\$ 404,423,456

**NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
STATEMENT OF REVENUES, EXPENSES
& CHANGES IN NET POSITION
UNAUDITED**

		Five Months Ended November	
		2021	2020
SALES FOR RESALE			
Participants	\$	21,649,292	\$ 19,736,438
Other		69,386,672	25,234,344
TOTAL SALES FOR RESALE		91,035,964	44,970,782
OPERATING EXPENSES			
Operations		58,135,011	15,910,917
Depreciation		5,895,852	5,890,926
Purchased power		2,290,955	690,735
Maintenance		1,772,673	1,573,888
Administrative and general		2,437,842	2,101,125
Transmission		421,128	417,725
Intercompany (sales) purchases		152,013	137,453
TOTAL OPERATING EXPENSES		71,105,474	26,722,769
NET OPERATING REVENUES		19,930,490	18,248,013
OTHER REVENUES (EXPENSES)			
Interest expense		(5,594,714)	(5,750,236)
Interest income		142,430	(27,837)
Other		4,375,894	1,575,642
TOTAL OTHER REVENUES (EXPENSES)		(1,076,390)	(4,202,431)
FUTURE RECOVERABLE AMOUNTS		(5,764,352)	(574,721)
INCREASE IN NET POSITION		13,089,748	13,470,861
NET POSITION			
Beginning of year		16,461,026	5,659,937
End of period	\$	29,550,774	\$ 19,130,798

Lodi Energy Center
FY 2022 Operating Costs
As of November 30, 2021

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Variable Costs					
Variable	\$ 3,601,753	\$ 2,338,435	\$ 1,263,318	35%	A
Fuel & LDC Costs	31,029,301	43,090,889	(12,061,588)	0%	B
GHG Allowance Costs	6,268,971	10,128,320	(3,859,349)	0%	B
CA ISO Charges	470,645	421,128	49,517	11%	C
CA ISO Energy Purchases	2,666,658	2,290,955	375,703	14%	C
Total Variable Costs	44,037,328	58,269,727	(14,232,399)	0%	
Routine O&M Costs					
Fixed O&M	2,989,071	1,142,239	1,846,832	62%	D E
Administration	216,277	38,733	177,544	82%	
Mandatory Costs	312,245	203,689	108,556	35%	
Inventory Stock	-	2,176,792	(2,176,792)	0%	
Routine O&M Costs without Labor	3,517,593	3,561,453	(43,860)	0%	
Labor	6,040,384	2,327,629	3,712,755	61%	
Total Routine O&M Cost	9,557,977	5,889,082	3,668,895	38%	
Other Plant Costs					
Debt Service	26,008,267	10,985,248	15,023,019	58%	
Insurance	1,576,482	656,868	919,614	58%	
Other Costs	128,171	25,758	102,413	80%	
Generation Services Shared	364,833	152,013	212,820	58%	
Administrative & General (Allocated)	2,133,321	888,770	1,244,551	58%	
Power Management Allocated Costs	1,503,669	626,529	877,140	58%	
Total Other Plant Costs	31,714,743	13,335,186	18,379,557	58%	
Total O&M Costs	85,310,048	77,493,995	7,816,053	9%	
Projects					
Operations & Maintenance	1,375,308	100,332	1,274,976	93%	
Capital	1,756,500	-	1,756,500	100%	
Maintenance Reserve	1,875,102	781,293	1,093,809	58%	
Total Projects	5,006,910	881,625	4,125,285	82%	
Annual Cost	90,316,958	78,375,620	11,941,338	13%	
Less: Third Party Revenue					
Interest Income	385,845	119,626	266,219	69%	F F F
ISO Energy Sales	49,394,211	66,524,288	(17,130,077)	0%	
Ancillary Services Sales	1,152,080	2,862,383	(1,710,303)	0%	
GHG Allowance Credits	6,101,721	10,011,820	(3,910,099)	0%	
Other Income	-	1,500	(1,500)	0%	
	57,033,857	79,519,617	(22,485,760)	0%	
Net Annual Cost to Participants	\$ 33,283,101	\$ (1,143,997)	\$ 34,427,098	103%	

Total Variable Costs	44,037,328	58,269,727	(14,232,399)
Total Fixed Costs	46,279,630	20,105,893	26,173,737
	\$ 90,316,958	\$ 78,375,620	\$ 11,941,338

Net Cumulative Generation (MWh)	945,377	982,941
Total O&M Cost Per MWh	\$ 90.24	\$ 78.84
Net Annual Cost Per MWh	\$ 35.21	\$ (1.16)

Footnotes:

General - The plant ran 30 of 30 days during the month.

A - Higher than budget variable costs for chemicals and filters as the plant is running more than anticipated.

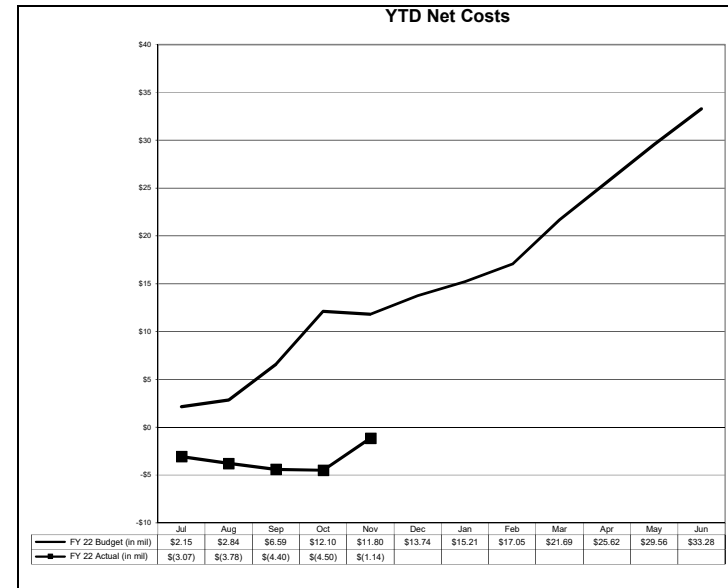
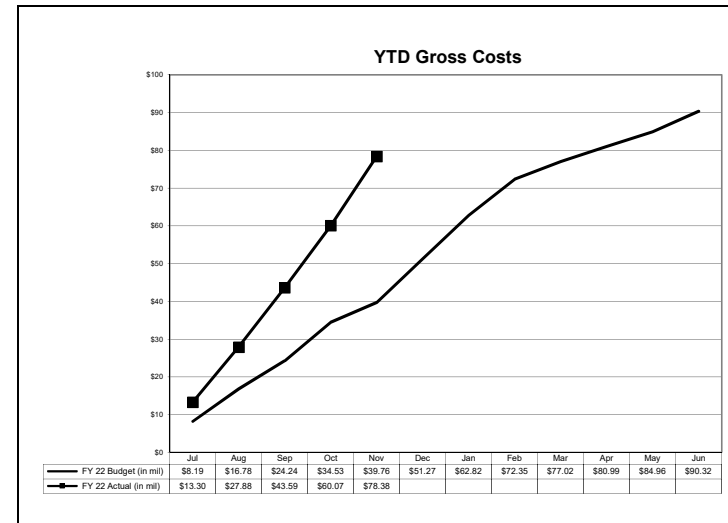
B - Higher than budget fuel and GHG costs due to higher generation; actual YTD of 982,941 MWh vs budget of 441,994 MWh.

C - Higher CAISO costs due to higher generation.

D - Expenditure for annual permit fees. Costs are expected to levelize by year end.

E - Non-budgeted costs for inventory and supplies for future use. Purchases made due to long lead time to get the parts.

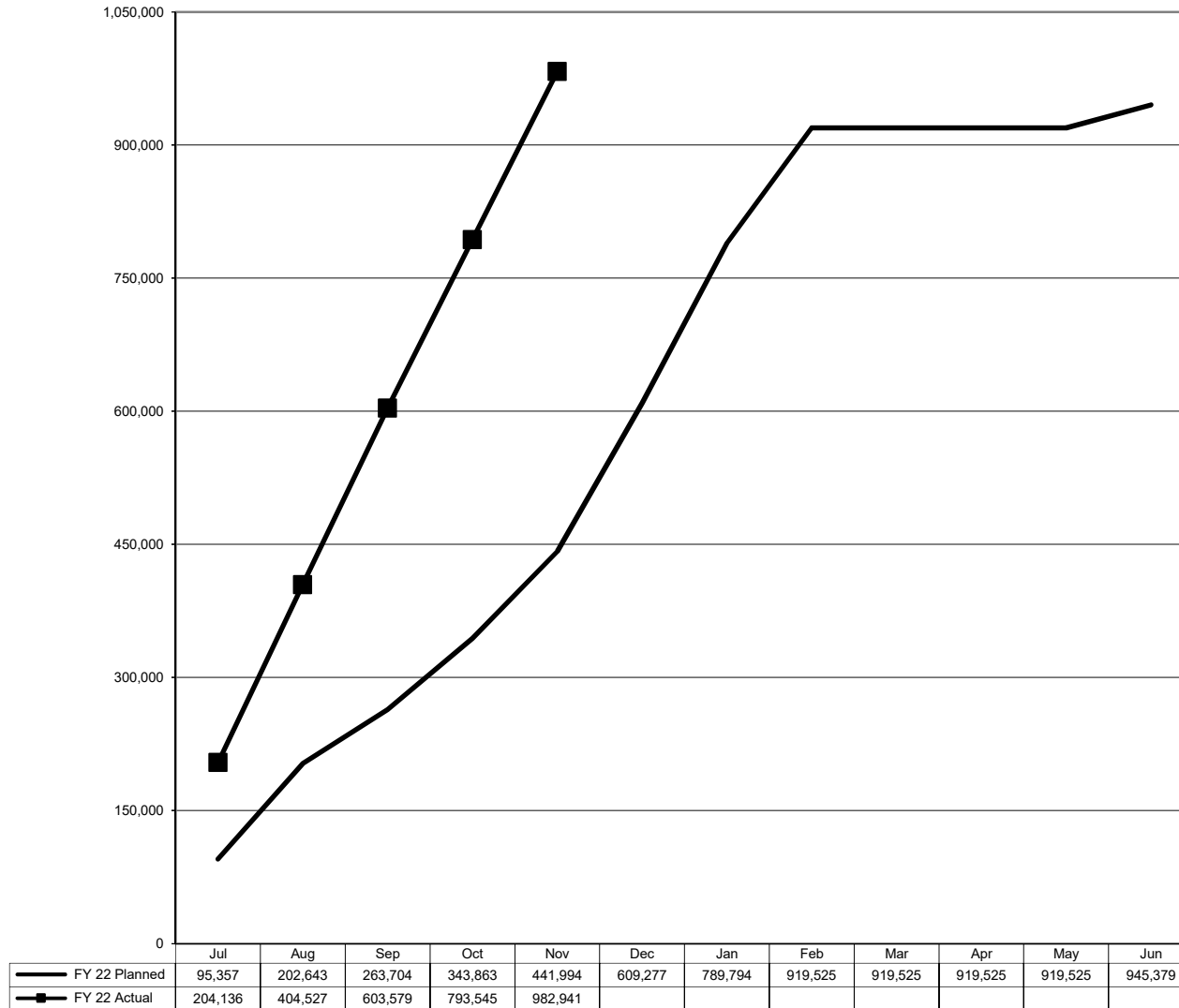
F - Higher than expected revenue due to higher generation.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2022

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: January 10, 2022

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

NCPA All Resources Bill Imports GHG Obligation Report (Cumulative)														
January 2022														
IDENTIFIER	AZU L&P	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas	PWR	SVP	Ukiah	Total
Allocation Percentages														
Generation Entitlement Share(%)	2.79%	6.60%	0.27%	33.50%	1.96%	1.64%	9.50%	2.04%	10.71%	0.79%	2.67%	25.75%	1.79%	100.00%
Obligation Accounts														
Current MT Compliance Obligation (MTO) Balance (MT)	21,869	46,711	1,897	262,998	13,899	11,629	74,452	14,338	84,110	5,562	20,945	175,845	12,634	746,889
Current MT Compliance Instrument Account (MTA) Balance (MT)	21,869	22,861	2,571	292,883	14,657	12,027	75,106	14,664	90,928	5,851	14,909	179,919	13,299	761,544
MTA Shortfall (MT)	0	23,850	(674)	(29,885)	(758)	(398)	(654)	(326)	(6,818)	(289)	6,036	(4,074)	(665)	(14,655)
Monthly GHG Price \$/MT	17.23	17.23	17.23	17.23	17.23	17.23	17.23	17.23	17.23	17.23	17.23	17.23	17.23	17.23
GHG Minimum Cash Compliance Obligation (\$)	0	410,936	0	0	0	0	0	0	0	0	104,000	0	0	514,936
Current Month CCA Balance (\$)*	66,202	0	155	0	1,197	5,188	841	0	0	0	64,819	0	2,879	141,281
Net GHG Obligation (\$)	0	410,936	0	0	0	0	0	0	0	0	39,181	0	0	450,117
Advance Funding for Allowances Auction Purchase (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total GHG Obligation and Advance Funding (\$)	0	410,936	0	0	0	0	0	0	0	0	39,181	0	0	450,117

	CY 2022 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Estimated												CY 2022	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	211,528	170,579	0	0	0	176,869	0	0	0	0	0	0	558,976	11,042,808
Gas Schedule (MMBtu)	1,641,457	1,323,696	0	0	0	1,372,500	0	0	0	0	0	0	4,337,653	79,821,376
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		
HVAC/Water Heater (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	88,581	71,433	0	0	0	74,067	0	0	0	0	0	0	234,081	4,315,611
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	745,792	817,225	817,225	817,225	817,225	891,292	891,292	891,292	891,292	891,292	891,292	891,292	891,292	891,292
Compliance Instrument Participant Transfers														
Carryover Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	69,263
Auction Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	4,052,675
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	4,121,938
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,418,853
Total Monthly Activity (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	4,168,260
Cumulative MT Account Balance (MTA)	750,085	750,085	750,085	750,085	750,085	750,085	750,085	750,085	750,085	750,085	750,085	750,085	750,085	750,085
MTA Shortfall (MT)	(4,293)	67,140	67,140	67,140	67,140	141,207	141,207	141,207	141,207	141,207	141,207	141,207	141,207	141,207
Current Month CCA Balance (\$)	141,282	0	0	0	0	0	0	0	0	0	0	0	0	141,282
Monthly GHG Price	17.23	17.30	17.36	17.42	17.48	17.55	17.61	17.67	17.73	17.80	17.86	17.92		



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: January 10, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Control Components, Inc. – Five Year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. for valve and vent maintenance services and spare parts, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Valve and vent maintenance services and spare parts are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. The current agreement with Control Components, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Bay Valve Service and Custom Valve Solutions.

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.

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

Interim Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT AND AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
CONTROL COMPONENTS, INC.**

This agreement for general services and purchase of equipment, materials, and supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Control Components Inc., a corporation with its office located at 22591 Avenida Empresa, Rancho Santa Margarita, CA 92688 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or equipment, materials, and supplies ("Goods") described in the Scope of Work attached hereto as Exhibit A and incorporated herein (both services and Goods collectively referred to as "Work" herein). Contractor shall be responsible at its sole expense for delivering the Goods, as further specified herein, to the specified Project Site, DDP, and title shall not pass until the Agency accepts delivery at the Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

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

Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor begins to perform the Requested Work and provides written notification of such to Agency, within the seven day period, then Contractor actions shall indicate that they agree to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

2.1 Invoices.

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

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

For Goods: Contractor shall submit an invoice upon delivery of the Goods per the delivery terms of the Agreement Contractor shall include the number of the Purchase Order which authorized the Goods for which Contractor is seeking payment.

All invoices shall be sent to:

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

- 2.2 Monthly Payment.** Agency shall make payments, based on invoices received, for Work satisfactorily performed and for authorized reimbursable costs incurred, or for delivery of the Goods, per the delivery terms of this Agreement. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work. The site is responsible for providing and installing scaffolding and cranes if required.

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

- 4.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

4.3 Professional Liability Insurance. Intentionally left blank.

4.4 Pollution Insurance. Intentionally left blank.

4.5 All Policies Requirements.

4.5.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.5, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.5.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any cancellation, or other material modification adverse to Agency of the policies referenced in Section 4, including, but not limited to, a reduction in scope, or amount below the scope, or amounts.

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1 and 4.5.5, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination as well as compensation for work performed prior to the notice of termination, including Contractor's actual, direct, unavoidable direct costs resulting from such termination. "Actual, direct, unavoidable costs" include staff hours expended and materials acquired as of the date of termination, expenses incurred by reason of termination or cancellation of agreements between Contractor and its sub-suppliers, and other similar costs, but shall not include profit or overhead expenses of Contractor. Contractor shall make every reasonable effort to

minimize such costs upon termination. In no event shall the compensation of Contractor provided for in this Section exceed the cost of the applicable Purchase Order(s). All cost claimed must be documented by including, but not limited to, contracts, timesheets, purchase orders, etc. Agency, however, may condition payment of the compensation provided for in this Section upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

9.2 Contractor's Books and Records. Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or

expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

10.2 **Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by

Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work for services shall be free from defects in design and workmanship, for a period of one hundred and eighty (180) days and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

Without limiting the generality of the foregoing, and in addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Contractor, Contractor 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. Contractor 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.

Contractor shall be under no liability in respect of any defects arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Contractor's instructions, storage, installation, start up, maintenance and repair guidelines, modification, disassembly, alteration or repair of the Goods without Contractor's written approval or where the Goods have been subject to corrosion or have been misused, mishandled or improperly installed. The above warranties do not extend to the supply of soft goods (i.e., balance seals, gaskets, pistons) required to inspect or maintain any part of the Goods supplied unless the repair or replacement of the Goods also requires replacement of associated soft

goods. Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period.

Contractor's warranty liability is limited solely to repair or replacement of nonconforming Work. Alternatively, at Agency's option to: 1) refund to Agency the purchase price allocable to the nonconforming or warranty portion of the Contract; or 2) reimburse Agency for such repair or replacement performed by a third party mutually selected and approved by Contractor and Agency.

- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or one hundred and eighty (180) days following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction. In the event of a defect, Agency shall provide clear access to the Work at the installation site (including scaffolding); and any information available to support detecting the cause of the defect; provided, however, that Contractor shall be responsible for any cost related to uncovering, disassembly or reassembly of parts or hardware required for Contractor to perform its warranty obligations.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

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

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

Section 13 MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this

Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 13.7 Contract Administrator.** This Agreement shall be administered by the Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Control Components, Inc.
Attention: Gil Ramirez
22591 Avenida Empresa
Rancho Santa Margarita, CA 92688

Any written notice to Agency shall be sent to:

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

With a copy to:

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

13.9 Professional Seal. Not applicable.

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

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

- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

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

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

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

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

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

13.16 Limitation of Liability. Notwithstanding any other clause in this Agreement to the contrary, and except in the case of Contractor's gross negligence and/or willful misconduct and claims for personal injury including death, violation of laws or intellectual property infringement, Contractor's maximum aggregate liability for any and all other damages and losses shall not exceed the value of this Agreement as specified in Section 2.

Neither Party shall under any circumstances whatsoever be liable to the other party in contract, tort (including negligence), strict liability, warranty, indemnity or otherwise for any, (i) loss of anticipated profits or revenues, (ii) loss of use or any losses in relation to business interruption, (iii) loss of production, (iv) non-operation of other equipment, (v) cost of capital, (vi) downtime costs (vii) cost of purchased or replacement power and/or facilities, (viii) claims of customers of Agency for damages or (ix) other indirect, incidental, special, punitive or consequential damages that arises under or in connection with the Agreement, regardless of which party caused any such damages or losses.

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

NORTHERN CALIFORNIA POWER AGENCY

CONTROL COMPONENTS, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

ABHIJIT RAO,
Chief Financial Officer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Control Components, Inc. ("Contractor") shall provide valve and vent maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- System Valve Design & Performance Evaluations
- Inspections of Bypass System
- Conduct Root Cause Analysis on Valve Failures
- Onsite Training
- Miscellaneous Maintenance Services

At the request of Agency, NCPA Members, SCPPA or SCPPA members, Contractor shall also supply valve spare parts with agreed upon timeframe based on approved detailed list of item(s) on Purchase order(s).

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Field Service Rate Sheet North America - USA & Canada

2022



Standard weekly working days (Monday-Friday)
Standard working hours (Monday-Friday 8:00AM to 5:00PM)

5
40

Valid until: 12/31/2022
Rev. 3.0

Hourly Rates		Currency	IMI CCI Field Service Technician		
Travel Rate (Domestic)			STD	OT	DT
Monday - Friday (Max 12hrs.)**	Per Hour	USD	\$137	N/A	N/A
Saturday, Sunday & Holidays (Max 12hrs.)**	Per Hour	USD	\$164	N/A	N/A
Labor Rate - Technician					
Monday - Friday*	Per Hour	USD	\$191	\$287	\$382
Saturday*	Per Hour	USD	\$287	\$382	\$382
Sunday & Holidays*	Per Hour	USD	\$382	\$382	\$382
Labor Rate - Supervisor					
Monday - Friday*	Per Hour	USD	\$208	\$311	\$415
Saturday*	Per Hour	USD	\$311	\$415	\$415
Sunday & Holidays*	Per Hour	USD	\$415	\$415	\$415
Labor Rate - Valve Doctor					
Monday - Friday*	Per Hour	USD	\$229	\$328	\$437
Saturday*	Per Hour	USD	\$328	\$437	\$437
Sunday & Holidays*	Per Hour	USD	\$437	\$437	\$437
STD - Hours on the job up to 8 OT - Hours on the job beyond 8 and up to 12 are charged at Time and One Half (1.5x) STD DT - Hours beyond 12 are charged at Double (2x) STD Time, up to the maximum rate *Turn Key Service requires a minimum of 1 Supervisor & 1 Technician onsite per shift; subject to additional toolbox / equipment rental fees & freight charges **Supervisory Service requires a minimum of 1 Supervisor onsite per shift; Supervisor will lead customer appointed crew; subject to additional toolbox / equipment rental fees & freight charges Travel to and from the site will be billed at standard travel rate					
Special Rates					
Site Evaluation Walkdown (Limited to 8hrs.)	Per Day	USD	\$800.00		
Detailed Valve Report	Per Valve	USD	\$150.00		
Standby Rates (Shift is minimum of 8 Hours)					
On-Site Standby Time: Hours during the Technician's shift when the Technician is not released from the site and is ready and able to work but is unable to do so because Customer ordered the delay, Customer is not ready (e.g., site not ready, other responsibilities of Customer not completed, etc.), or other causes beyond the Customer's control such as weather.		USD	At Applicable Hourly Rate*		
Off-Site Standby Time: Hours during the Technician's shift when the Technician is ready and able to work but is released from the site before all or any of the shift is completed. During this off-site standby time, the Technician will remain on call for the remainder of the shift and be ready to return to the site if requested by the Customer.		USD	At Applicable Travel Rate**		
Billable Expense			Billable Expense + Administration Fee		
Daily Meal expense	\$80 per day	Airfare	Actual Cost + 10% Administration Fee		
Freight/Fuel/Tolls/Parking/Transportation (e.g. taxi)	Actual Cost	Accommodation	Actual Cost + 10% Administration Fee		
Private (Personal) Motor Vehicles	\$0.54 Per Mile	Rental car	Actual Cost + 10% Administration Fee		
Miscellaneous Charges/Payment information/Annual Rate Increase					
In-process Badging time is charged at the prevailing Nuclear Service rate. Customer required safety classes and certification courses (whether held on-site or made available online) are billable at regular rates, plus any course fees. Unless otherwise agreed in the Purchase Order or contract, invoices for payment are due 30 days from receipt of invoice. Customer shall contact IMI CCI on or before the invoice due date if there is dispute on any portion of the invoice charges. Service rates are valid for the year specified. Rates are subject to a yearly increase not to exceed 4%. Increases are based on numerous factors including the U.S. Dept. of Labor's Bureau of Labor Statistics.					
2022 IMI CCI Observed Holidays					
Holidays applicable for "Holiday rate": New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Winter Holiday (December 24th, 25th), New Year's Eve - Subject to Change					
Urgent call surcharge (on site in less than 48 hours) are subject to 15% mark up on all labor charges.					
Total service time not to exceed 16 hours per technician in any 24 hour period.					
In adherence with labor statutes, IMI CCI reserves the right to rotate personnel during the course of the calendar month.					

Field Service Rental Rates - 2022 North America



Valid until. 12/31/2022
Rev. 3

IMI CCI Tool Box Rental

Description	Type	Daily rate	Mobilization
FS Toolbox		\$250	\$1,000
RDU Tool Boxes	Gang Box	\$350	\$2,500
Hytorc	1000...4500 Nm torque values	\$400	\$1,000
FS&R Trailer	FS&R Semi-Trailer	\$1,000	\$2,500

Machines

Climax / ASM-2 Plunge Cutting Machine	Seat Cutting	\$400	\$1,750
TD-1 / TD-2 Field Machining Tool	Field Machining	\$500	\$2,000
BTG Grinding Tools	BTG Seat Grinding	\$200	\$500
VLN Tooling	VLN Repair	\$200	\$500

Misc.

General terms for rental of equipment

Rental duration

Duration will be calculated from the day the equipment is first used for the specified job and until it returns to CCI custody.

Daily rate

Will be applied from the 1st day onwards.

Mobilization/Shipment

Shipment to/from site will be arranged by IMI CCI for routine >4 days transit time. Any freight <4 days will be invoiced additionally at cost.

Consumables

Consumables used during service of the device (i.e. cutters etc.) will be invoiced based on actuals used.

Such rate sheet is valid for the current year and a new rate sheet will apply at the beginning of each calendar year of the agreement, available upon request from Contractor.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Control Components, Inc.

(Company name)

for contract work at

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

**NOT APPLICABLE
EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Date: January 5, 2022

Meeting Date: January 10, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Proclaiming a Local Emergency Persists in the City of Santa Clara and the Modesto Irrigation District, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing the Continuation of Remote Teleconference Meetings of the Lodi Energy Center Project Participant Committee for the Period of January 10, 2022, through February 9, 2022, Pursuant to the Brown Act

Proposal

Proclaim that a local emergency persists in the City of Santa Clara and the Modesto Irrigation District, re-ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize the continuation of remote teleconference meetings of the Lodi Energy Center Project Participant Committee for the period of January 10, 2022, through February 9, 2022, pursuant to the Ralph M. Brown Act (Brown Act).

Background

The Lodi Energy Center Project Participant Committee (LEC PPC) is committed to preserving public access and participation in meetings of its governing body. All meetings of the LEC PPC's governing body are open and public, as required by the Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the LEC PPC conduct its business. The Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions.

On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361 into law. AB 361 extends the flexibilities provided to government bodies, such as LEC PPC, with respect to holding public meetings remotely. As urgency legislation, AB 361 became effective immediately. In order to meet under the Brown Act rules of AB 361, the LEC PPC must adopt an initial resolution at the first meeting that they will operate under AB 361 and then a subsequent resolution at least every 30 days thereafter.

In light of the continued state of emergency related to COVID-19, the Santa Clara County Public Health Officer continues to recommend that public bodies meet remotely to the extent possible, specifically including use of newly enacted AB 361 to maintain remote meetings under the Brown Act and similar laws, as outlined in their "Recommendation Regarding Continued Remote Public Meetings of Governmental Entities," issued September 21, 2021.

The Modesto Irrigation District has proclaimed that a local emergency exists through the District, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees due to the prevalence of the COVID-19 Pandemic in Stanislaus County and the state.

On December 2, 2021, the LEC PPC adopted initial Resolution 2021-01 finding that the requisite conditions exist for the LEC PPC to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953.

As a condition of extending the use of the provisions found in section 54953(e), the LEC PPC governing body must reconsider the circumstances of the declared local emergency and state of emergency that exists.

A required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558. On March 4, 2020, Governor Newsom proclaimed a State of Emergency due to COVID-19 pursuant to Government Code Section 8625 and this proclamation remains in effect as of today's date.

A proclamation is made when there is an actual incident, threat of disaster, or extreme peril posing imminent risk to the health and safety of persons within the state of California including the LEC PPC Project members' jurisdictions, caused by natural, technological, or human-caused disasters. It is further required that state or local officials have imposed or recommended measures to promote social distancing, or, that the legislative body meeting in person would present imminent risks to the health and safety of attendees. Such conditions now persist within certain LEC PPC members' jurisdictions, as some members reside: (i) in counties with higher COVID-19 transmission rates, (ii) in counties with varying vaccination rates, (iii) in counties with additional safety requirements in place including masking of all parties indoors regardless of vaccination status and requirements to show proof of vaccination to access certain indoor locations, (iv) in locations where social distancing and masking is recommended by local health authorities for meeting indoors, and (v) in counties where local public health officers recommend that public bodies meet remotely, and thus, the LEC PPC members convening in central location to attend an in person meeting would present imminent risk to the health and safety of attendees. Further, meeting in person during the COVID-19 pandemic could present imminent risks to the health and safety of attendees due to the continued COVID-19 pandemic.

The LEC PPC now considers adoption of a subsequent resolution to continue to meet by teleconference and make the meetings available telephonically to any members of the public for the period from January 10, 2022, through February 9, 2022.

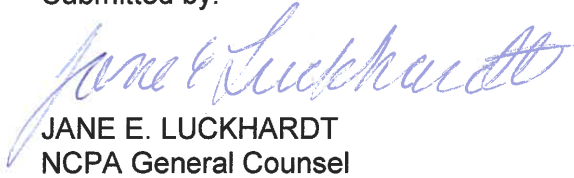
Fiscal Impact

There is no fiscal impact as a result of authorizing teleconference meetings of the LEC PPC for the period January 10, 2022, through February 9, 2022.

Environmental Analysis

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

Submitted by:



JANE E. LUCKHARDT
NCPA General Counsel

Attachments: 1

- Proposed Resolution 2022-02

RESOLUTION NO. 2022-02

**A RESOLUTION OF THE LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE
PROCLAIMING A LOCAL EMERGENCY PERSISTS IN THE CITY OF SANTA CLARA AND IN
THE MODESTO IRRIGATION DISTRICT, RE-RATIFYING THE PROCLAMATION OF A
STATE OF EMERGENCY ISSUED BY GOVERNOR GAVIN NEWSOM, AND AUTHORIZING
THE CONTINUATION OF REMOTE TELECONFERENCE MEETINGS OF THE LODI ENERGY
CENTER PROJECT PARTICIPANT COMMITTEE FOR THE PERIOD JANUARY 10, 2022,
THROUGH FEBRUARY 9, 2022, PURSUANT TO THE BROWN ACT**

WHEREAS, the LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE (LEC PPC) is committed to preserving and nurturing public access and participation in meetings of its governing body; and

WHEREAS, all meetings of the LEC PPC's governing body are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the LEC PPC conduct its business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency due to COVID-19 pursuant to Government Code Section 8625 and this proclamation remains in effect as of today's date; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril posing imminent risk to the health and safety of persons within the state of California including the LEC PPC Project members' jurisdictions, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, that the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, in light of the continued state of emergency related to COVID-19, the Santa Clara County Public Health Officer continues to recommend that public bodies meet remotely to the extent possible, specifically including use of newly enacted AB 361 to maintain remote meetings under the Brown Act and similar laws, as outlined in their "Recommendation Regarding Continued Remote Public Meetings of Governmental Entities," issued on September 21, 2021; and

WHEREAS, the Modesto Irrigation District has proclaimed that a local emergency exists through the District, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees due to the prevalence of the COVID-19 Pandemic in Stanislaus County and the state; and

WHEREAS, the LEC PPC previously adopted Resolution Number 2021-01 on December 2, 2021, finding that the requisite conditions exist for the LEC PPC to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the LEC PPC governing body must reconsider the circumstances of the local state of emergency that exists, and the governing body has done so; and

WHEREAS, such conditions persist within certain LEC PPC members' jurisdictions, as some members reside: (i) in counties with higher COVID-19 transmission rates, (ii) in counties with varying vaccination rates, (iii) in counties with additional safety requirements in place including masking of all parties indoors regardless of vaccination status and requirements to show proof of vaccination to access certain indoor locations, (iv) in locations where social distancing and masking is recommended by local health authorities for meeting indoors, and (v) in counties where local public health officers recommend that public bodies meet remotely, and thus, the LEC PPC members convening in central location to attend an in person meeting could present imminent risk to the health and safety of attendees; and

WHEREAS, as a consequence of the declared emergency persisting, the LEC PPC does hereby find that the state of emergency as a result of the ongoing COVID-19 pandemic and conditions causing imminent risk to the health and safety of meeting attendees has caused, and will continue to cause, conditions of peril to the safety of persons that are likely to be beyond the control of services, personnel, equipment, and facilities of the LEC PPC, and desires to proclaim a local emergency persists in the City of Santa Clara and in the Modesto Irrigation District and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the governing body of the LEC PPC does hereby find that the LEC PPC shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative body shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the LEC PPC will continue to comply with all noticing and agenda requirements required by the Brown Act; provide the public with access to and participation in the meeting through a call-in or internet-based service; provide instructions in the posted notices or agenda for how to participate; ensure the public will be able to participate in the meeting in real time through call-in or internet-based service, ensure the public will be able to provide public comment during the meeting; and comply with the requirements of AB 361.

NOW, THEREFORE, THE LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The LEC PPC hereby proclaims that a local emergency persists in the City of Santa Clara and in the Modesto Irrigation District due to the ongoing COVID-19 pandemic, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees.
3. Re-Ratification of Governor's Proclamation of a State of Emergency. The Board hereby re-ratifies the Governor of the State of California's Proclamation of State of Emergency signed on March 4, 2020 regarding COVID-19.
4. Remote Teleconference Meetings. The members and staff of the LEC PPC are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) February 9, 2022, or (ii) such time the LEC PPC adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the LEC PPC may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE
this ____ day of January, 2022, by the following vote on roll call:

Summary Vote	
Participant	Vote
Azusa	
BART	
Biggs	
CDWR	
Gridley	
Healdsburg	
Lodi	
Lompoc	
Modesto	
Plumas-Sierra	
PWRPA	
Silicon Valley Power	
Ukiah	
Vote Summary	
Total Ayes	
Total Noes	
Total Abstain	
Total Absent	
Result:	

BASIL WONG, VICE CHAIR

ATTEST: _____
ASSISTANT SECRETARY



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 13

Meeting Date: January 10, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Approval of Updated Lodi Energy Center (LEC) Project Management and Operations Agreement Schedule 6.00 – Contact List

Proposal

Approval of revised Project Management and Operations Agreement (“PMOA”) Schedule 6.00 to a requested update to the designated contact for the City of Azusa, as well as the Generation Services Assistant General Manager for NCPA.

Background

NCPA and the LEC Project Participants executed the LEC PMOA, which became effective on August 1, 2010. The PMOA contains multiple Schedules which provide procedures, protocols, and guidelines regarding Project operations. Pursuant to the PMOA, Schedules may be revised, deleted or added from time to time based on then existing operating or market conditions, and subject to the approval of the Project Participant Committee (PPC). Certain Schedules also require approval by the NCPA Commission when such Schedules “...could be reasonably viewed as having an impact on other NCPA projects.” (PMOA, Article 10).

Staff is recommending changes to PMOA Schedule 6.00, “Contact List” which provides the contact information for each of the Project Participants. These changes will update the designated Contact for the City of Azusa, as requested by the City of Azusa, to align with recent staffing changes, as well as updating the Generation Services Assistant General Manager for NCPA. Schedule 6.00 does not require approval by the NCPA Commission.

Fiscal Impact

No significant costs will be incurred to implement the change to the PMOA Schedule 6.00 and funds are available in the Project Budget to support the work associated with this update.

Environmental Analysis

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

Recommendation

NCPA staff recommends that the PPC approve the requested revisions to LEC PMOA Schedule 6.00.

Submitted by:

RANDY BOWERSOX
Assistant General Manager Generation Services

Attachments: (1)
PMOA Schedule 6.00 Contact List – Redline Changes

Agreement Schedule 6.00

Contact List

Northern California Power Agency

Northern California Power Agency
Attn: Michael DeBortoli, Lodi Energy Center Manager
651 Commerce Drive
Roseville, California, 95678
Telephone: (209) 210-5000
Facsimile: (209) 333-5215
Email: michael.debortoli@ncpa.com

With copies to:

Northern California Power Agency
Attn: Randy Bowersox, Assistant General Manager – Generation Services
651 Commerce Drive
Roseville, California, 95678
Telephone: (916) 781-4201
Facsimile: (916) 783-7693
Email: randy.bowersox@ncpa.com

Northern California Power Agency
Attn: Tony Zimmer, Assistant General Manager – Power Management
651 Commerce Drive
Roseville, California, 95678
Telephone: (916) 781-4246
Facsimile: (916) 783-4252
Email: tony.zimmer@ncpa.com

City of Azusa

City of Azusa
Azusa Light & Water Department
Attn: Richard Torres, Interim Electric Utility Director
729 N. Azusa Avenue
P.O. Box 9500
Azusa, California 91702-9500
Telephone: (626) 812-5211
Facsimile: (626) 334-3163
Email: mailto:gmmorrow@ci.azusa.ca.usrtorres@azusaca.gov

San Francisco Bay Area Rapid Transit District

San Francisco Bay Area Rapid Transit District
Attn: Connee Lloyd
300 Lakeside Drive, 16th Floor
Oakland, California 94612-3534
Telephone: (510) 464-6435 or (510) 915-2509
Facsimile: (510) 464-6118
Email: clloyd@bart.gov

[mailto:](mailto:clloyd@bart.gov)

Modesto Irrigation District

Modesto Irrigation District
Attn: James McFall, Resource Planning and Development Manager
P.O. Box 4060
1231 Eleventh Street
Modesto, California 95352
Telephone: (209) 526-1521
Facsimile: (209) 526-7575
Email: jamesm@mid.org

California Department of Water Resources:

Department of Water Resources
Attention: Ravi Sharma, Principal Engineer
2135 Butano Drive, Suite 100
Sacramento, California 95835
Telephone: (916) 574- 1362
Facsimile: (916) 574-0660
Email: Ravi.Sharma@water.ca.gov

Plumas-Sierra Rural Electric Cooperative

Plumas-Sierra REC
Attn: Bob Marshall, General Manager
73233 Highway 70
Portola, California 96122-7064
Telephone: (530)832-4261
Facsimile: (530)832-6070
Email: marshall@psln.com

City of Biggs

City of Biggs
Attn: Mark Sorensen, City Administrator
465 "C" Street
P.O. Box 307
Biggs, California 95917-0307
Telephone: (530) 868-5493
Facsimile: (530) 868-5239
Email: biggs1@biggs-ca.gov

City of Gridley

City of Gridley
Attn: Catalina Sanchez, Council Member
685 Kentucky Street
Gridley, California 95948-2117
Telephone: (530) 846-3631
Facsimile: (530) 846-3229
Email: <mailto:csanchez@gridley.ca.us>

City of Healdsburg

City of Healdsburg
Attn: Terry Crowley, Electric Utility Director
401 Grove Street
Healdsburg, California 95448
Telephone: (707) 431-3340
Facsimile: (707) 431-2710
Email: tcrowley@ci.healdsburg.ca.us

City of Lodi

City of Lodi
Attn: Melissa Price, Interim Utility Director
1331 S. Ham Lane
Lodi, California 95242
Telephone: (209) 333-6811 or (209) 639-1543
Facsimile: (209) 333-6839
Email: mprice@lodi.gov

City of Lompoc

City of Lompoc
Attn: Charles Berry
100 Civic Center Plaza
P.O. Box 8001
Lompoc, California 93438-8001
Telephone: (805) 875-8299 (switchboard)
Facsimile: (805) 875-8399
Email: c_berry@ci.lompoc.ca.us

Silicon Valley Power

Silicon Valley Power
Attn: Steve Hance, Senior Electric Division Manager
1500 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 615-6691
Facsimile: (408) 249-0217
Email: shance@svpower.com

City of Ukiah

City of Ukiah
Attn: Mel Grandi, Utility Director
300 Seminary Avenue
Ukiah, California 95482
Telephone: (707) 463-6295 or (209) 747-0546
Facsimile: (707) 463-6740
Email: mgrandi@cityofukiah.com

Power and Water Resources Pooling Authority

Power and Water Resources Pooling Authority
Attn: Bruce McLaughlin
Cameron – Daniel, PC950 Reserve Drive, Suite 160
Roseville, CA 95678
Telephone: (916) 531-5566 (direct)
Email: bcm@cameron-daniel.com