



phone (209) 333-6370 fax (209) 333-6374 web www.ncpa.com

LEC PPC Agenda

Date: October 3, 2018

Subject: October 8, 2018 Lodi Energy Center Project Participant Committee Meeting

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

Time: 10:00 a.m.

*** In compliance with the Brown Act, you may participate in person at the meeting location or via teleconference at one of the locations listed below. <u>In either case</u>, please: (1) post this notice at a publicly accessible location at the <u>participation</u> location at least 72-hours before the meeting begins, and (2) have a speaker phone available for any member of the public who may wish to attend at your location.

NCPA	NCPA	CITY OF HEALDSBURG
651 Commerce Drive	12745 N. Thornton Road	401 Grove Street
Roseville, CA 95678	Lodi, CA 95241	Healdsburg, CA 95448
BAY AREA RAPID TRANSIT	CITY OF GRIDLEY	CITY OF LOMPOC
300 Lakeside Drive, 16th Floor	685 Kentucky Street	100 Civic Center Plaza
Oakland, CA 94612	Gridley, CA 95948	Lompoc, CA 93438
CITY OF BIGGS	PLUMAS-SIERRA RURAL	POWER & WATER RESOURCES
465 "C" Street	ELECTRIC COOP	POOLING AUTHORITY
Biggs, CA 95917	73233 Highway 70	106 Polo Rd
	Portola, CA 96122	Glenwood Springs, CO 81601
CALIFORNIA DEPARTMENT OF	SILICON VALLEY POWER/CITY OF	CITY OF UKIAH
WATER RESOURCES	SANTA CLARA	300 Seminary Avenue
2135 Butano Drive, Suite 100	1500 Warburton Avenue,	Ukiah, CA 95482
Sacramento, CA 95825	Santa Clara, CA 95050	
CITY OF AZUSA		
729 N. Azusa Avenue		
Azusa, CA 91702		

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 written 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. 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.

2. Meeting Minutes – Approval of September 10, 2018 Regular Meeting Minutes

MONTHLY REPORTS

- 3. Operational Report for September 2018 (Jeremy Lawson)
- **4.** Market Data Report for September 2018 Verbal Report (*Mike Whitney*)
- 5. Monthly Asset Report for August 2018 (Michael DeBortoli)
- **6. Bidding Strategies Report** Verbal Report and update regarding bidding strategies and regulation down revenues (*Ken Goeke*)

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.

- 7. Treasurer's Report for September 2018 Accept by all Participants
- 8. Financial Report for September 2018 Approve by all Participants
- 9. GHG Reports (excerpted from Monthly ARB) Accept by all Participants
- **10. WSA Engineered Systems MTGSA** Staff is seeking approval of a five-year Multi-Task General Services Agreement with WSA Engineered Systems for equipment, materials, and

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off-site maitneance labor of automatic brush/ball tube cleaning systems, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

C	Consent Items	pulled for discussion:	
		•	

BUSINESS ACTION ITEMS

NONE

CLOSED SESSION

- **11. Conference with Legal Counsel** Existing litigation pursuant to California Government Code Section 54956.9(d)(1): One case:
 - a. Pacific Gas and Electric Company's (U 39 G) 2019 Gas Transmission and Storage Rate Case, Application of Pacific Gas and Electric Company Proposing Cost of Service and Rates for Gas Transmission and Storage Services for the Period 2019 – 2021, California Public Utilities Commission Application 17-11-009 (filed November 17, 2017).

INFORMATIONAL/ DISCUSSION ITEMS

- **12. FY18 Annual Billing Settlements** Staff to present a draft of the FY18 Annual Billing Settlement for the period of July 1, 2017 through June 30, 2018.
- **13. Additional Operational Updates** Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: November 5, 2018 at 10:00 a.m.

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.



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

LEC PPC Meeting Minutes

Date: September 10, 2018

Time: 10:00 am

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

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:03 am by Chairman Martin Caballero. 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 - Alqaser	Present	33.5000%				
Gridley - Borges	Present	1.9643%				
Healdsburg - Crowley	Absent	1.6428%				
Lodi - Price	Present	9.5000%				
Lompoc - Singh	Absent	2.0357%				
MID - Caballero	Present	10.7143%				
Plumas-Sierra - Brozo	Absent 0.7857%					
PWRPA - Bradley	Present 2.6679%					
SVP - Hance	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:	September 10, 2018					

Public Forum

Chairman Caballero asked if any members of the public were present in Lodi or at any of the other noticed meeting locations 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. No members of the public were present.

2. <u>Meeting Minutes</u>

The draft minutes from the August 13, 2018 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 9/10/2018

Motion: The PPC approves the minutes from the August 13, 2018 Regular Meeting as

presented or including any edits discussed at today's meeting.

Moved by: CDWR Seconded by: 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		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 Passed					

MONTHLY REPORTS

3. Operational Reports for August 2018

Jeremy Lawson presented the Operational Report for August 2018. There were no OSHA recordable accidents, no NERC/WECC or permit violations, and no forced outages. There are no changes to the 2018 outage schedule.

The operational report reflected monthly production of 177,842 MWH, 679 service hours, and equivalent operating availability of 100%. The report set for the Capacity Factor @ 302MW Pmax of 79.1%. There was 1 hot start, 5 warm starts, and 0 cold starts during the month.

4. Market Data Report for August 2018

Mike Whitney presented the operating and financial settlement results for the month. LEC was committed to CAISO 31 out of 31 available days. LEC received estimated RA incentive payments of \$23.5k for Generic RA, and \$5k for Flexible RA. Most startups were for 24-hour runs in the month of August, with the highest margins in the beginning of the month. Mike shared the cumulative monthly margins with the Committee.

5. Monthly Asset Report

Mike DeBortoli presented the monthly asset report for July 2018. Mike reported that the plant is currently operating below the forecasted budget. Mike reviewed the monthly historical comparisons as well as the 12-month history. The historical margins for July were very strong.

6. <u>Bidding Strategies Report</u>

Ken Goeke presented the Bidding Strategies Report for August 2018. Ken reviewed bidding and calculating net start-up costs. Ken reviewed DA and RT net revenues over the month with the Committee. Margins so far for September have fallen, and will likely not be as strong as July/August were.

Consent Calendar (Items 7 - 20)

The consent calendar was considered. Chairman Caballero 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: 9/10/2018

Motion: The PPC approves the Consent Calendar items consisting of agenda items

no. **7.** Treasurer's Report for August 2018; **8.** Financial Reports for August 2018; **9.** GHG Reports excerpted from monthly ARB; **10.** Advanced Turbine Support LLC MTCSA not to exceed \$250,000 for borescope inspections and non-destructive testing services, for use at all facilities owned and/or operated

by NCPA, its Members, SCPPA, and SCPPA Members; 11. Ernie and Sons MTGSA not to exceed \$2,000,000 for scaffolding services, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 12. Fairchild and Wells MTCSA not to exceed \$500,000 for well related consulting services, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, or SCPPA Members; 13. Burns and McDonnell First Amendment to MTPSA increasing the not to exceed amount from \$1,000,000 to \$4,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 14. ABB, Inc. MTGSA not to exceed \$10,000,000 for generator inspection, testing, and troubleshooting, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 15. Nozomi Networks, Inc. MTCSA not to exceed \$500,000 for cyber security consulting, vulnerability testing and solutions, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 16. Western Hydrologic LLP MTCSA not to exceed \$1,000,000 for enviornmental regulatory compliance reporting, forecasting/modeling and design, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 17. Petrochem Insulation, Inc. MTGSA not to exceed \$500,000 for pipe maintenance, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 18. Rodney Bray MTCSA not to exceed \$500,000 for consulting services and supervision for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 19. MFP Connect, LLC MTCSA not to exceed \$1,000,000 for energy workforce services on an interim basis, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 20. PMOA Schedule 6.00 adding Manny Robledo as the City of Azusa's Primary Representative to the LEC PPC

Moved by: CDWR Seconded by: 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

NONE

CLOSED SESSION

21. Adjourned to Closed Session

The PPC adjourned to Closed Session at 10:25 am. A Closed Session discussion was had pursuant to California Government Code Section 54956.9(d)(1) regarding Pacific Gas and Electric Company's 2019 Gas Transmission and Storage Rate Case, *Application of Pacific Gas and Electric Company Proposing Cost of Service and Rates for Gas Transmission and Storage Services for the Period* 2019 – 2021, California Public Utilities Commission Application 17-11-009 (filed November 17, 2017).

At 10:41 am the Committee returned to Open Session. General Counsel Jane Luckhardt advised that no reportable action was taken during the Closed Session.

INFORMATIONAL ITEMS

17. Additional Operational Updates

Mike DeBortoli gave a brief update about the current LEC outage. The outage began on Saturday. A coil for the pickup relay was found to be open and burned. Staff are currently waiting for the unit to cool so the coil can be replaced. LEC will remain out of service in the meantime. Staff is hoping to be able to begin turning the unit by hand tomorrow morning. Staff is aware of the potential RA penalties if the unit remains out of service for too long, and is doing everything they can to minimize those penalties and have the unit back online as soon as possible.

Adjournment

The next regular meeting of the PPC is scheduled for October 8, 2018 at 10:00 am.

The meeting was adjourned at 10:44 am.

Submitted by: Michelle Schellentrager

Lodi Energy Center Project Participant Committee

Operational Report

Date: 10/08/2018

To: Lodi Energy Center Project Participant Committee

<u>Safety</u>

• OSHA Recordable: 0 Accidents.

Notice of Violations

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

Outage Summaries:

• 9/9/18 05:00 - 9/12/18 17:00 Turning Gear Failure, OMS 6422407

Planned Outage Summaries:

• 2019 April – Generator Inspections, Main Transformer Inspections, and DCS Upgrade

Agenda Item No.: 3

• 2021/2022 CT - Major Inspection (6 weeks outage)

Generating Unit Statistics:

Date:

9/1/2018

1. Monthly Production	77,573	MWH
2. Productivity Factor		
a. Service Hours	316	Hours
b. Service Factor	44.0	%
c. Capacity Factor @ 302MW Pmax	35.7	%



3. Equivalent Operating Availability (EOA)

88.3 %

4. Forced Outage Rate (FOR) a. Total LEC Plant FOR

21.0 %

5. Heat Rate Deviation

a. Fuel Cost (Not Current Market Price)

4.00 3/1111111111111	4.00	\$/mmBTL
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MW Range		PMOA HR	Average HR	Deviation	Productio n	Cost
		BTU/kW- Hr	BTU/kW-Hr	%	MWH	\$
Seg. 1	296 +	6850	0	0.00%	0	\$0
Seg. 2	284 - 296	6870	0	0.00%	142	-\$3,910
Seg. 3	275 - 284	6971	6,990	0.27%	2,347	\$180
Seg. 4	250 - 275	7081	7,018	-0.88%	16,315	-\$4,085
Seg. 5	225 - 250	7130	7,111	-0.26%	4,693	-\$347
Seg. 6	200 - 225	7200	7,182	-0.25%	2,953	-\$209
Seg. 7	175 - 225	7450	7,485	0.48%	3,800	\$539
Seg. 8	165 - 175	7760	7,772	0.15%	1,948	\$93
		7,164	7,260	-0.08%	32,197	-\$7,740

6. AGC Control Deviation

MW Range		High Dev	Low Dev	Total Dev	Cost
		MWH	MWH	MWH	\$
Seg. 1	296 +	0	0	0	\$0
Seg. 2	284 - 296	0	0	0	\$0
Seg. 3	275 - 284	82	-115	196	\$5,494
Seg. 4	250 - 275	63	-173	236	\$6,637
Seg. 5	225 - 250	50	-15	64	\$1,831
Seg. 6	200 - 225	26	-17	43	\$1,249
Seg. 7	175 - 225	16	-33	50	\$1,484
Seg. 8	165 - 175	3	-2	5	\$143
		239	-355	595	\$16,838

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	1	13	1
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	64	92	211
Start Time Deviation (%)	-15%	-17%	6%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,141	1,719	4,270
Fuel Deviation (%)	-12%	-4%	22%
Costs of Fuel Deviations (\$)	-\$635	-\$4,207	\$3,078

Definitions:

- 1. Monthly Production = Plant Net MWH's
- 2. Capacity Factor
 - a. Service Hours = In Production or in Service State
 - b. Service Factor = SH / PH x 100%
 - c. Capacity Factor = Production / 302MW x PH
 - d. Capacity Factor = Production / 280MW x PH
- 3. Monthly Equivalent Availibility Factor (EAF) = (AH EPDH EFDH) / PH x 100%
- 4. Forced Outage Rate = (FOH/(FOH+SH) * 100%
- 5. Heat Rate Deviation (HRD)
 - a. Fuel Cost = Cost of Fuel in \$/mmBTU
 - b. Average Heat Rate = The Average Heat Rate for the given Range
 - c. Heat Rate Deviation = (Heat Rate Average Heat Rate Expected) / Heat Rate Expected x 100%
 - d. Production = The Sum of Production for the given Range
 - e. Costs of Heat Rate Deviations = (Average Heat Rate Expected Heat Rate) x Production x Cost of Fuel
- 6. AGC Deviation
 - a. MWH's = AGC Set Point Generation LEC Actual Generation
 - b. Cost of Deviations = Fuel Cost x Heat Rate x Generation
- 7. Starting Reliability
 - a. Number of Starts = Start Count for Hot, Warm, and Cold
 - b. Start Time = Average Time from 0 Fuel Flow to Pmin
 - c. Start Fuel = Average Fuel Consumption to Pmin
 - d. Cost of Fuel Deviation = (Actual Fuel Consumed Expected Fuel) x Cost of Fuel



Market Settlement Results for September 2018

LEC PPC Meeting October 8, 2018





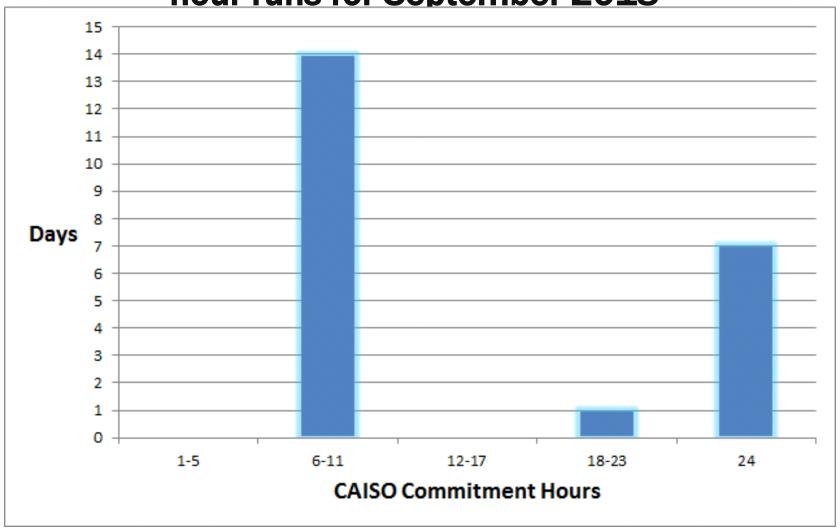
LEC Operational Results for September 2018

- Resource Adequacy Availability Metrics:
 - 84.2% Monthly Assessment Generic Performance
 - 86.67% Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- RAAIM non-availability charges of
 - \$51,227 for Generic RA based on claimed 131.5 mw RA
 - \$ 900 for Flexible RA based on claimed 3.05 mw RA
- LEC was committed by CAISO for Market energy 22 of 30 available days
 - 3 days not committed due to forced outage
 - 5 days not committed due to economics

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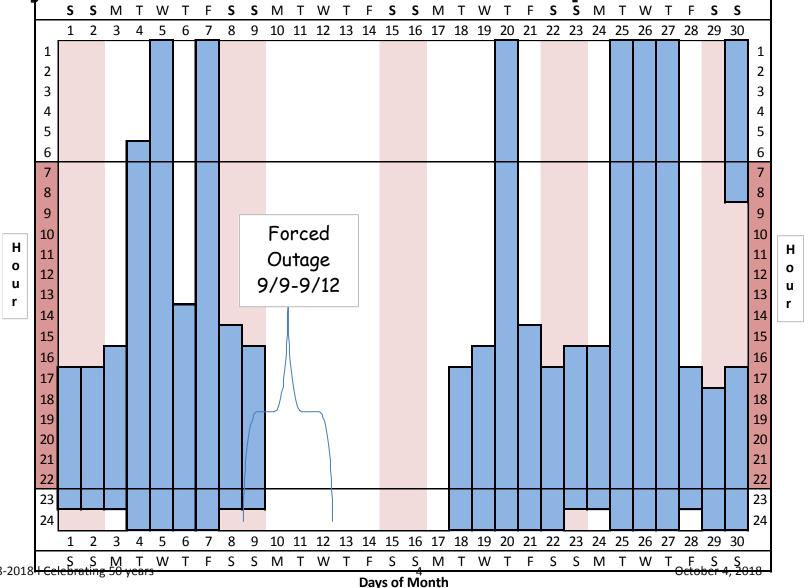


Frequency Tabulation of Daily CAISO commitment hour runs for September 2018



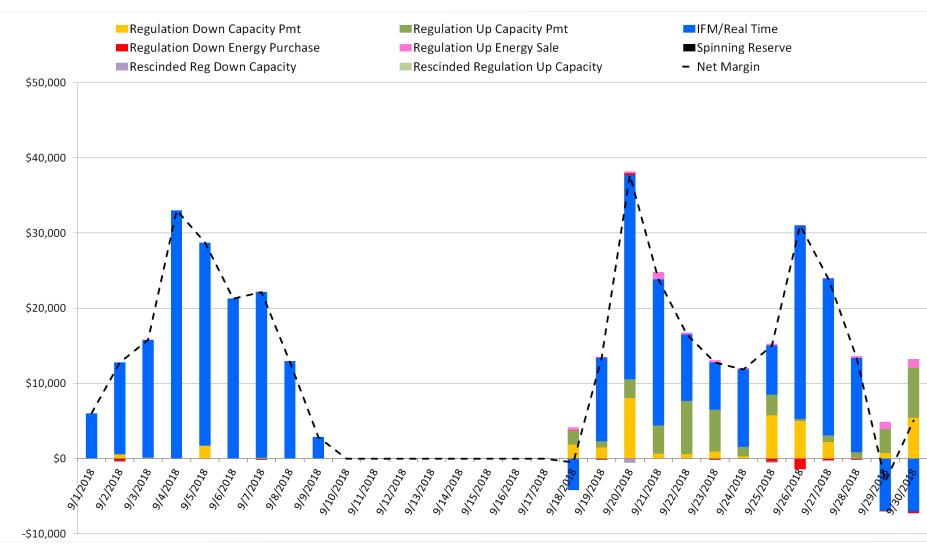


Daily CAISO Commitment Runs for September 2018





September 2018 LEC Daily Margin Profile by Product



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October 4, 2018



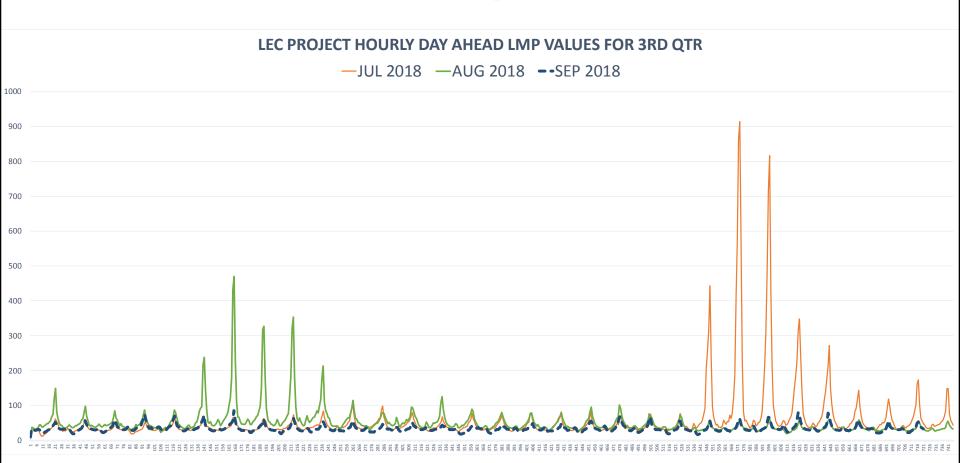
September 2018 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	3,230,400	
Regulation Up Capacity	\$	32,400	
Regulation Down Capacity	\$	39,300	
Spinning Reserve	\$	-	
Total Gross LEC Revenue			\$ 3,302,100
1 FO ONICO ONIC Ocata	Φ.	(22,000)	
LEC CAISO GMC Costs	\$	(32,600)	
CAISO Energy & Capacity Buyback Costs	\$	(165,800)	
Total Monthly LEC Fuel Cost	\$	(2,020,300)	
Total Monthly GHG Obligation	\$	(463,100)	
Variable Operations & Maintenance Cost	\$	(259,100)	
Total Costs			\$ (2,940,900)
Net Cumulative Monthly Margin			\$ 361,200
Average	Ma	argin \$/MWh	\$ 4.7

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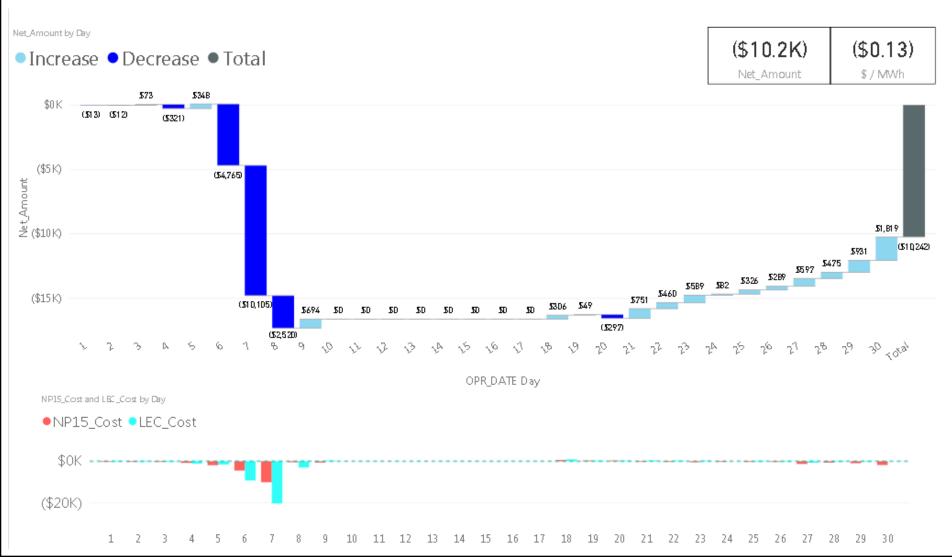
Comparison of hourly day ahead energy LMP values for 3rd quarter



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Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub





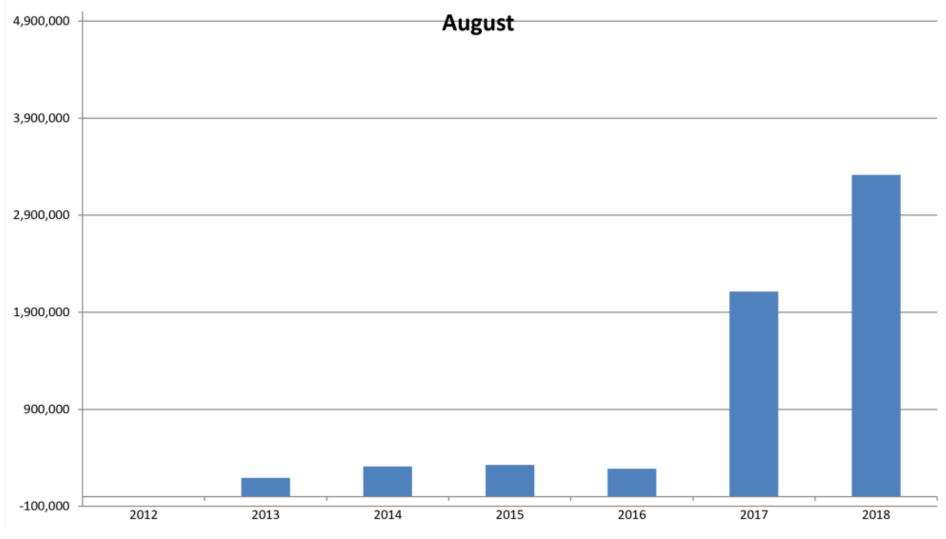
August Asset Report

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	7,719,257	12,175,174	7,252,000	(4,455,917)	-37%	7,719,257
VOM	4,254,177	6,320,612	5,478,227	(2,066,435)	-33%	4,254,177
Fixed	798,878	922,421	922,421	(123,543)	-13%	798,878
Projects	126,805	173,759	173,759	(46,954)	-27%	126,805
A&G	187,660	212,587	212,587	(24,927)	-12%	187,660
Debt	2,173,321	2,173,321	2,173,321	0	0.00%	2,173,321
Net Cost	178,416	2,372,474	(1,708,314)	(2,194,058)	-92%	178,416
Net Annual Cost		(25,530,765)	(33,714,242)	\$8,183,476		
				Below budget by 24.27%		

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Historical Margins

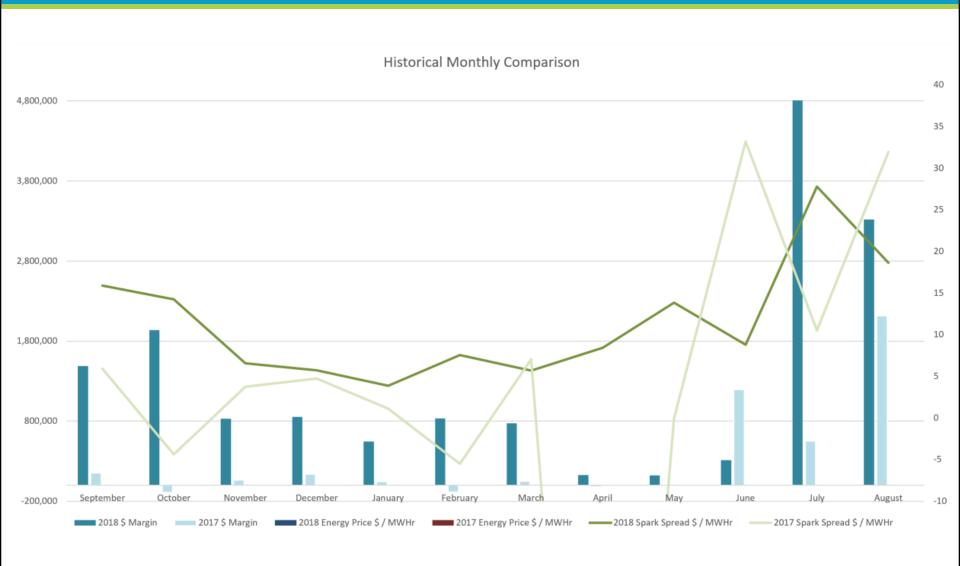


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October 4, 2018





Lodi Energy Center Monthly Budget Analysis Expenditures

Report Date:	09/24/	2018
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Report Date: 09/24/2018															
	July	August	September	October	November	December	January	February	March	April	May	June	Year	F12U1/ Dudget	Percent Used Comments
VOM	5,762,637	4,032,524	6,044,360	3,196,209	1,852,898	5,692,584	7,147,811	4,002,956	1,605,569	743,403	741,072	2,713,781	43,535,803	45,870,926	94.9%
Capacity Factor	83%	79%	95%	28%	24%	83%	89%	61%	20%	0%	9%	36%	51%	53%	95.5%
Fuel Consumed (mmBTU, estimated)	1,236,043	911,504	1,318,714	398,478	332,396	1,189,263	1,276,004	814,691	281,103	0	131,917	499,475	8,389,589	8,933,236	93.9%
Avg Fuel Cost (\$/mmBTU)	3.43	3.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.92	3.61	25.4%
Power Produced (MWHr, estimated)	172,951	127,086	192,513	58,172	48,525	173,615	186,278	118,933	41,037	0	19,258	72,916	1,211,284	1,304,122	92.9% New forecast reduced total production
Avg Power Price (\$/MWHr)	61.06	60.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.09	39.19	38.5%
Operations / Variable / LTSA	451,014	-221,653	265,702	1,125,283	72,658	237,906	1,298,300	170,317	81,971	743,403	51,438	462,265	4,738,603	4,733,381	100.1% Reversed an Accrual done in July.
Fuel (estimated)	4,238,046	3,457,262	4,633,543	1,724,905	1,491,601	4,421,973	4,714,660	3,108,070	1,273,590	0	572,310	1,768,337	31,404,297	33,092,116	94.9%
AB32 GHG Offset (estimated)	1,003,831	742,430	1,063,827	321,458	268,149	959,396	1,056,196	674,350	232,680	0	109,193	413,434	6,844,944	7,494,769	91.3%
CA ISO Charges (estimated)	69,746	54,484	81,288	24,563	20,489	73,308	78,655	50,219	17,328	0	8,132	69,746	547,959	550,660	99.5%
Routine O&M (Fixed)	869,905	798,878	798,347	1,111,335	1,330,321	798,347	798,347	798,347	966,848	1,308,260	999,463	798,347	11,376,744	11,428,728	99.5%
Maintenance / Fixed	287,217	220,480	217,958	217,958	375,000	217,958	217,958	217,958	375,000	550,000	400,000	217,958	3,515,444	3,443,662	102.1%
Administration	4,265	1,807	16,412	16,412	16,412	16,412	16,412	16,412	25,000	16,412	16,412	16,412	178,778	205,529	87.0%
Mandatory Costs	36,157	65,583	10,926	10,926	35,000	10,926	10,926	10,926	10,926	10,926	30,000	10,926	254,150	298,336	85.2%
Inventory Stock	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0%
Labor	421,755	367,483	422,129	422,129	460,000	422,129	422,129	422,129	425,000	600,000	422,129	422,129	5,229,144	5,284,165	99.0%
Insurance	0	0	0	312,988	312,988	0	0	0	0	0	0	0	625,976	625,976	100.0%
Power Management & Settlements	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	1,446,134	1,446,134	100.0%
Other Costs	0	23,014	10,411	10,411	10,411	10,411	10,411	10,411	10,411	10,411	10,411	10,411	127,119	124,926	101.8%
Projects	121,759	126,805	121,759	121,759	121,759	121,759	121,759	121,759	121,759	221,759	121,759	121,759	1,566,153	1,613,107	97.1%
Maintenance Reserve	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	1,461,107	1,461,107	100.0%
Operations & Maintenance Projects	0	5,046	0	0	0	0	0	0	0	0	0	0	5,046	52,000	9.7%
Capital Projects	0	0	0	0	0	0	0	0	0	100,000	0	0	100,000	100,000	100.0%
A&G	179,446	187,660	212,587	212,587	212,587	212,587	212,587	212,587	212,587	212,587	212,587	212,587	2,492,975	2,551,043	97.7%
Administrative & General (Allocated)	158,787	165,944	181,840	181,840	181,840	181,840	181,840	181,840	181,840	181,840	181,840	181,840	2,143,131	2,182,080	98.2%
Generation Services Shared	20,659	21,716	30,747	30,747	30,747	30,747	30,747	30,747	30,747	30,747	30,747	30,747	349,844	368,963	94.8%
Total O&M Cost	6,933,747	5,145,867	7,177,052	4,641,889	3,517,565	6,825,276	8,280,504	5,135,648	2,906,763	2,486,008	2,074,881	3,846,474	58,971,675	61,463,804	95.9%
Debt Service	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	26,079,852	26,079,852	100.0%
Debt Service	2,173,321	2,173,321	2,173,321	4,173,341	2,173,321	2,173,321	2,173,321	2,173,321	4,173,341	2,173,321	2,173,321	2,173,321	20,019,032		100.070
Revenues	10,560,770	7,719,257	9,500,828	2,950,135	2,406,608	7,298,174	8,025,559	4,911,746	1,925,551	4,331	1,095,381	3,122,421	59,520,762	53,829,414	110.6%
ISO Energy Sales (estimated)	10,560,770	7,719,257	9,332,495	2,758,914	2,265,393	7,106,647	7,825,529	4,793,381	1,909,640	0	1,069,760	3,084,102	58,425,888	52,414,938	111.5%
Other Income	0	0	168,333	191,221	141,215	191,528	200,030	118,366	15,911	4,331	25,621	38,320	1,094,874	1,414,476	
Net	\$1,453,702	\$400,069	\$150,455	(\$3,865,076)	(\$3,284,278)	(\$1,700,423)	(\$2,428,266)	(\$2,397,223)	(\$3,154,533)	(\$4,654,998)	(\$3,152,820)	(\$2,897,374)	(\$25,530,765)	(\$33,714,242)	Below budget by 24.27%

Revised Forecast





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

LEC Treasurer's Report

AGENDA ITEM NO.: 7

Date: October 8, 2018

To: LEC Project Participant Committee

Subject: Treasurer's Report for the Month Ended September 30, 2018

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 \$166,706.

<u>Investments</u> - The carrying value of the LEC's investment portfolio totaled \$32,679,292 at month end. The current market value of the portfolio totaled \$32,134,926.

The overall portfolio had a combined weighted average interest rate of 1.906% with a bond equivalent yield (yield to maturity) of 1.595%. Investments with a maturity greater than one year totaled \$17,370,000. During the month \$2,225,171 was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased by 8 basis point (from 2.12% to 2.20%) and rates on one year T-Bills increased by 12 basis points (from 2.47% to 2.59%).

To the best of my knowledge and belief, all securities held by LEC as of September 30, 2018 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

Assistant General Manager/CFO Administrative Services/Finance

Attachments

Prepared by:

SONDRA AINSWORTH Treasurer-Controller

LODI ENERGY CENTER

TREASURER'S REPORT

SEPTEMBER 30, 2018

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INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

Northern California Power Agency/Lodi Energy Center Treasurer's Report Cash & Investment Balance September 30, 2018

		CASH	IN	VESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS	-						
Debt Service Account		124,399		9,083,636	9,208,035	28.03%	9,082,206
Debt Service Reserve		-		12,206,713	12,206,713	37.17%	11,825,175
O & M Reserve		-		11,316,075	11,316,075	34.45%	11,154,677
		124,399		32,606,424	32,730,823	99.66%	32,062,058
ADDITIONAL PROJECT FUNDS							
GHG Cash Account		-		72,868	72,868	0.22%	72,868
Transmission Upgrade Escrow 1		42,307		-	42,307	0.13%	-
Participant Deposit Account		-		-	-	0.00%	-
	\$	166,706	\$	32,679,292	\$ 32,845,998	100.00%	\$ 32,134,926

NOTE A -Investment amounts shown at book carrying value.

Amount held in escrow

Northern California Power Agency/Lodi Energy Center Treasurer's Report Cash Activity Summary September 30, 2018

			REC	EIPTS]	EXF	PENDITURES	S	CASH
			INT	EREST	INV	ESTMENTS			IN	VESTMENTS	INTER-COMPANY/	INCREASE /
	OPS/C	CONSTR	(NO	TE B)		(NOTE A)	OPS	/CONSTR		(NOTE B)	FUND TRANSFERS	(DECREASE)
MANDATORY FUNDS												
Debt Service Account	\$	-	\$	387	\$	-	\$	-	\$	(2,225,023)	\$ 2,348,137	123,501
Debt Service Reserve		-		108		-		-		(108)	•	-
O & M Reserve		-		40		-		-		(40)		-
				535		-		-		(2,225,171)	2,348,137	123,501
ADDITIONAL PROJECT FUNDS												
GHG Cash Account		-		-		-		-		-	-	-
Transmission Upgrade Escrow 1		-		11		-		-		-	-	11
Participant Deposit Account		-		-		-		-		•	-	•
TOTAL	\$		\$	546	\$	-	\$		\$	(2,225,171)	\$ 2,348,137	\$ 123,512

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

¹ Amount held in escrow

Northern California Power Agency/Lodi Energy Center Treasurer's Report Investment Activity Summary September 30, 2018

(NON-CASH) (NON-CASH)

INVESTMENTS

(3,459)

2,225,171

				(11011	0 ,	(
			SOLD OR	DISC/	(PREM)	GAIN/(I	LOSS)				INCREASE /
	PURCHASED		MATURED	AM	ORT	ON SA	LE	TRA	NSFERS	((DECREASE)
MANDATORY FUNDS											
Debt Service Account	2,225,02	3	-		11,688		-		-		2,236,711
Debt Service Reserve	10	8	-		(6,697)		-		•		(6,589
O & M Reserve	4	0			(1,532)		-		-		(1,492
	\$ 2,225,17	1 \$	-	\$	3,459	\$	-	\$	-	\$	2,228,630
ADDITIONAL PROJECT F GHG Cash Account Participant Deposit Acct.	UNDS -		-		-		-		-		-
TOTAL	\$ 2,225,17	1 \$		\$	3,459	\$		\$		\$	2,228,630

NOTE A -Investment amounts shown at book carrying value.

Disc/(Prem) Amortization & Gain/(Loss) on Sale

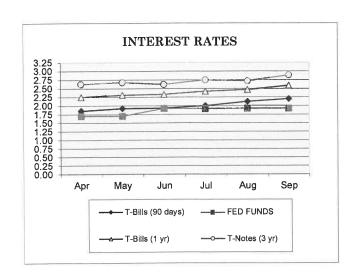
Net Change in Investment -- Before Non-Cash Activity

Less Non- Cash Activity

Northern California Power Agency Lodi Energy Center Interest Rate/Yield Analysis September 30, 2018

	WEIGHTED	
	AVERAGE	BOND
	INTEREST	EQUIVALENT
	RATE	YIELD
OVERALL COMBINED	<u>1.906%</u>	1.595%
Debt Service Account	1.686%	1.717%
Debt Service Reserve	2.344%	1.641%
O & M Reserve	1.611%	1.445%
GHG Cash Account	1.899%	1.899%

	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	1.92%	1.16%
T-Bills (90da.)	2.20%	1.06%
Agency Disc (90da.)	2.16%	1.01%
T-Bills (1yr.)	2.59%	1.31%
Agency Disc (1yr.)	2.59%	1.28%
T-Notes (3yr.)	2.89%	1.59%



Northern California Power Agency Total Portfolio Investment Maturities Analysis September 30, 2018

		0-7	8-90	91-180	1	181-270	:	271-365	1-5	(6-10		
Type	_	Days	Days	Days		Days		Days	Years	Y	ears	Total	Percent
US Government Agencies	\$		\$ 4,519	\$2,933	\$	-	\$	1,025	\$ 17,370	\$	•	\$ 25,847	79.38%
Corporate Bonds (MTN)		-	-	-		-		•	-		-	-	0.00%
US Bank Trust Money Market		2,369	-	-		-		-	-		-	2,369	7.28%
Commercial Paper		-	-	-		-		-	-		-	-	0.00%
Investment Trusts (LAIF)		1,787	-	-		-		-	•		-	1,787	5.49%
U.S.Treasury Market Acct.		47	-	-		-		-	-		-	47	0.14%
U.S.Treasury Bill/Note		-	2,361	63		-		85	-		-	2,509	7.71%
Certificates of Deposit		-	-			-		-	-		-	-	0.00%
Total Dollars	\$	4,203	\$6,880	\$2,996		\$0		\$1,110	\$17,370		\$0	\$ 32,559	100.00%
Total Percents		12.91%	21.13%	9.20%		0.00%		3.41%	53.35%	-	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

09/30/2018

LEC Issue#1 2010A DS Fund	DS Fund							100			
Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Equiv Yield	Market Value CUSIP	Investment #	Carrying Value
US Bank Thist	as:	719.196	009.0	07/01/2013	719,196		-	0.600	719,196 SYS79003	79003	719,196
I.S. Treasury	TISBT	722,000	2.055	08/31/2018	718,291	11/29/2018	59	2.094	719,487 912796QL6	26662	719,568
Federal Home Loan Ba	USBT	1,271,000	2.030	07/31/2018	1,262,041	12/03/2018	63	2.072		26639	1,266,485
	Fund Total and Average	\$ 2,712,196	1.656		\$ 2,699,528		45	1.687	\$ 2,704,840		\$ 2,705,249
LEC Issue #1 2010B DS Fund	3 DS Fund										
US Bank Trust	USB	725,174	0.600	07/01/2013	725,174		₩	0.600	725,174 SYS79004	79004	725,174
U.S. Treasury	USBT	729,000	2.055	08/31/2018	725,255	11/29/2018	69	2.094	726,463 912796QL6	26663	726,545
Federal Home Loan Ba	USBT	1,460,000	2.030	07/31/2018	1,449,709	12/03/2018	63	2.072	1,454,437 313385R73	26640	1,454,813
	Fund Total and Average	\$ 2,914,174	1.679		\$ 2,900,138		47	1.711	\$ 2,906,074		\$ 2,906,532
LEC Issue #2 2010A DS Fund	A DS Fund										
US Bank Trust	NSB	434,943	0.600	07/01/2013	434,943		~	0.600	434,943 SYS79011	79011	434,943
U.S. Treasury	USBT	436,000	2.055	08/31/2018	433,760	11/29/2018	29	2.094	434,483 912796QL6	26664	434,532
Federal Home Loan Ba	USBT	838,000	2.030	07/31/2018	832,093	12/03/2018	63	2.072	834,807 313385R73	26641	835,023
	Fund Total and Average	\$ 1,708,943	1.671		\$ 1,700,796		46	1.702	\$ 1,704,233		\$ 1,704,498
LEC Issue #2 2010B DS Fund	B DS Fund										
US Bank Trust	USB	348,329	0.600	07/01/2013	348,329		-	0.600	348,329 SYS79012	79012	348,329
U.S. Treasury	USBT	350,000	2.055	08/31/2018	348,202	11/29/2018	59	2.094	348,782 912796QL6	26665	348,821
Federal Home Loan Ba	USBT	702,000	2.030	07/31/2018	697,052	12/03/2018	63	2.072	699,325 313385R73	26642	905'669
	Fund Total and Average	\$ 1,400,329	1.680		\$ 1,393,583		47	1.711	\$ 1,396,436		\$ 1,396,656
LEC Issue#1 2017A DS Fund	V DS Fund										
U.S. Treasury	USBT	124,000	2.055	08/31/2018	123,363	11/29/2018	59	2.094	123,568 912796QL6	26666	123,582
Federal Home Loan Ba	USBT	248,000	2.030	07/31/2018	246,252	12/03/2018	63	2.072	247,055 313385R73	26643	247,119
	Fund Total and Average	\$ 372,000	2.038		\$ 369,615		62	2.080	\$ 370,623		\$ 370,701
	GRAND TOTALS:	\$ 9,107,642	1.686		\$ 9,063,660		47	1.717	\$ 9,082,206.		\$ 9,083,636

^{*}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 09/30/2018



Northern California Power Agency

Treasurer's Report

09/30/2018

LEC Issue #1 2010 DSR Fund	SSR Fund							:			
3 6 6	Tructoo / Cuctodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond Equiv Yield	Market Value CUSIP	Investment #	Carrying Value
lanes	Traces cases										
US Bank Trust	USB	81,647	0.600	07/01/2013	81,647		~	0.600	81,647 SYS79005	79005	81,647
U.S. Treasury	USB	85,000	1.625	02/27/2018	84,641	06/30/2019	272	1.945	84,429 912828WS5	26538	84,800
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	296	1.659	4,211,760 3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	1,046	1.699	142,748 3137EAEC9	26454	147,623
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,348	1.760	3,980,362 313379Q69	26463	4,152,717
	Fund Total and Average	\$ 8,776,647	1.860		\$ 8,841,242		1132	1.701	\$ 8,500,946		\$ 8,826,787
LEC Iss#1 2010B BABS Subs Resv	ABS Subs Resv										
US Bank Trust	USB	36,665	0.600	07/01/2013	36,665		-	0.600	36,665 SYS79006	79006	36,665
U.S. Treasury	nsb	38,000	1.823	02/27/2018	37,349	01/31/2019	122	1.872	37,713 912796PP8	26534	37,765
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	620	1.540	2,164,391 313370E38	26455	2,210,086
	Fund Total and Average	\$ 2,219,665	3.305		\$ 2,329,160		602	1.530	\$ 2,238,769		\$ 2,284,516
LEC Issue #2 2010B DSR BABS	3 DSR BABS										
US Bank Trust	USB	23,081	0.600	07/01/2013	23,081		-	0.600	23,081 SYS79013	79013	23,081
U.S. Treasury	USB	25,000	1.823	02/27/2018	24,572	01/31/2019	122	1.872	24,812 912796PP8	26535	24,846
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	273	1.400	1,037,567 3133XU3G6	26456	1,047,483
	Fund Total and Average	\$ 1,073,081	4.238		\$ 1,130,361		264	1.394	\$ 1,085,460		\$ 1,095,410
	GRAND TOTALS:	\$ 12,069,393	2.344		\$ 12,300,763		955	1.641	\$ 11,825,175.		\$ 12,206,713

^{*}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 09/30/2018

Investment #26337



LEC O & M Reserve

Northern California Power Agency

Treasurer's Report

09/30/2018

								Bond"			
			Interest	Purchase	Purchased	Maturity	Days to	Equiv			
Issuer	Trustee / Custodian	Stated Value	Rate	Date	Price	Date	Maturity	Yield	Market Value CUSIP	Investment #	Carrying Value
Local Agency Investm		1,714,390	1.899	07/01/2013	1,714,390		-	1.899	1,714,390 SYS70047	70047	1,714,390
Union Bank of Califo	UBOC	47,099	0.002	07/18/2013	47,099		-	0.002	47,099 SYS70041	70041	47,099
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	141	1.220	2,927,457 3135G0ZA4	26248	2,940,186
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	613	1.550	3,539,591 3130ABJQ0	26440	3,614,400
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	638	1.300	2,926,140 3136G3UJ2	26341	3,000,000
	Fund Total and Average	\$ 11.309,489	1.611		\$ 11,373,583		402	1.445	\$ 11,154,677		\$ 11,316,075
	GRAND TOTALS:	\$ 11,309,489	1.611		\$ 11,373,583		402	1.445	\$ 11,154,677.		\$ 11,316,075

*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 09/30/2018



LEC GHG Auction Acct

Northern California Power Agency

Treasurer's Report

09/30/2018

	Ĩ	1	ĺ	
	Carrying Value	72,868	72,868	72,868
	Carr		•	49
	Investment #	70046		
	łnv			
	CUSIP	72,868 SYS70046		
	Market Value CUSIP	72,868	72,868	72,868.
	Mar		€9	49
Bond*	Equiv Yield	1.899	1.899	1.899
	Days to Maturity	4-	+	-
	Maturity Date			
	pas	72,868	72,868	72,868
	Purchased Price		w	↔
	Purchase Date	07/01/2013		
	Interest Rate	1.899	1.899	1.899
	Stated Value	72,868	\$ 72,868	72,868
	State		w	•
Acci	Trustee / Custodian		Fund Total and Average	GRAND TOTALS:
LEC GAG AUCHOII ACCI	Issuer	Local Agency Investm		

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.

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 09/30/2018



Lodi Energy Center Project Participant Committee LEC Financial Reports

Date: October 8, 2018

To: Lodi Energy Center Project Participant Committee

AGENDA ITEM NO.: 8

Subject: September 30, 2018 Financial Reports (Unaudited)

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

		Sept	ember	
	201	18		2017
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	\$	72,868	\$	71,843
Interest receivable		235		167
Inventory and supplies - at average cost		2,110,855		2,110,854
Prepaid insurance		106,887		104,117
Due from (to) Agency, net		23,969,658		19,619,009
TOTAL CURRENT ASSE	ETS	26,260,503		21,905,990
RESTRICTED ASSETS				
Cash and cash equivalents		3,993,021		1,641,173
Investments		28,822,566		30,418,088
Interest receivable		89,297		119,048
TOTAL RESTRICTED ASSE	ETS	32,904,884		32,178,309
ELECTRIC PLANT				
Electric plant in service	4	23,810,113		423,668,509
Less: accumulated depreciation	(85,207,125)		(70,593,652)
	3	38,602,988		353,074,857
Construction work-in-progress		182,398		107,024
TOTAL ELECTRIC PLA	NT 3	38,785,386		353,181,881
OTHER ASSETS				
Unamortized excess cost on advance				
refunding of debt, net		2,053,378		-
Regulatory assets		24,064,516		22,193,211
TOTAL OTHER ASSE	CTS	26,117,894		22,193,211
TOTAL ASSE	TTS \$ 4	24,068,667	\$	429,459,391

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

	September	•
	2018	2017
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 2,064,419 \$	2,542,949
Operating reserves	14,014,746	12,879,360
Current portion of long-term debt	11,480,000	10,355,000
Accrued interest payable	4,854,934	5,343,032
TOTAL CURRENT LIABILITIES	32,414,099	31,120,341
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	1,717,099	1,715,980
Long-term debt, net	331,167,365	340,831,702
TOTAL NON-CURRENT LIABILITIES	332,884,464	342,547,682
TOTAL LIABILITIES	365,298,563	373,668,023
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	40,657,642	41,913,592
NET POSITION		
Invested in capital assets, net of related debt	(16,244,404)	(15,382,106)
Restricted	15,943,253	15,677,796
Unrestricted	18,413,613	13,582,086
TOTAL NET POSITION	18,112,462	13,877,776
TOTAL LIABILITIES AND NET POSITION	\$ 424,068,667 \$	429,459,391

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

	Three Months Ended	September
	2018	2017
SALES FOR RESALE		
Participants	\$ 12,743,060 \$	11,440,774
Other	24,055,002	13,763,297
TOTAL SALES FOR RESALE	 36,798,062	25,204,071
OPERATING EXPENSES		
Operations	12,415,078	7,672,221
Depreciation	3,653,608	3,652,274
Purchased power	1,237,075	1,283,143
Maintenance	1,178,094	835,078
Administrative and general	1,204,416	1,207,161
Transmission	216,921	372,959
Intercompany (sales) purchases	42,375	67,864
TOTAL OPERATING EXPENSES	19,947,567	15,090,700
NET OPERATING REVENUES	16,850,495	10,113,371
OTHER REVENUES (EXPENSES)		
Interest expense	(3,689,502)	(3,900,453)
Interest income	639,309	248,401
Other	 792,653	668,090
TOTAL OTHER REVENUES (EXPENSES)	 (2,257,540)	(2,983,962)
FUTURE RECOVERABLE AMOUNTS	-	540,757
REFUNDS TO PARTICIPANTS	275,974	(21)
INCREASE IN NET POSITION	14,868,929	7,670,145
NET POSITION		
Beginning of year	3,243,533	6,207,631
End of period	\$ 18,112,462 \$	13,877,776

Lodi Energy Center FY 2019 Operating Costs As of September 30, 2018

							YTD %	
	Ani	nual Budget		Actual		Remaining	Remaining	Notes
Routine O&M Costs	AIII	iuai buuget		Actual		Remaining	Remaining	Notes
Variable	\$	4 722 200	\$	222.460	\$	4 400 044	93%	
Fixed	Ф	4,733,380 3,443,662	Ф	332,469 851,181	Ф	4,400,911 2,592,481	93% 75%	
Administration							75% 80%	
		205,529		40,825		164,704		
Mandatory Costs Routine O&M Costs without Labor	-	298,336		138,475		159,861	54%	Α
Routine O&M Costs Without Labor		8,680,907		1,362,950		7,317,957	84%	
Labor		5,284,165		1,359,022		3,925,143	74%	
Total Routine O&M Cost		13,965,072		2,721,972		11,243,100	81%	
Other Costs	I							
Fuel		33,092,116		10,664,680		22,427,436	68%	В
CA ISO Charges		550,660		216,921		333,739	61%	Ċ
CA ISO Purchased Energy		5,113,848		1,237,075		3.876.773	76%	-
Debt Service		26,079,852		6,519,963		19,559,889	75%	
Insurance		625,976		156,494		469,482	75%	
Other Costs		124,926		33,779		91,147	73%	
Generation Services Shared		368,963		67,375		301,588	82%	
Administrative & General (Allocated)		2,182,080		474,731		1,707,349	78%	
Power Management Allocated Costs		1,446,134		361,534		1,084,600	75%	
Total O&M Cost		83,549,627		22,454,524		61,095,103	73%	
Projects								
Operations & Maintenance		52,000		5,046		46,954	90%	
Capital		100,000		-		100,000	100%	
Maintenance Reserve		1,461,107		365,277		1,095,830	75%	
Total Projects		1,613,107		370,323		1,242,784	77%	
Annual Cost		85,162,734		22,824,847		62,337,887	73%	
Less: Third Party Revenue								
Interest Income		385.845		81.540		304.305	79%	
ISO Energy Sales		52,414,938		20,254,574		32,160,364	61%	
Ancillary Services Sales		1,028,631		404,313		624,318	61%	
		53,829,414		20,740,427		33,088,987	61%	
Net Annual Cost to Participants	\$	31,333,320	\$	2,084,420	\$	29,248,900	93%	

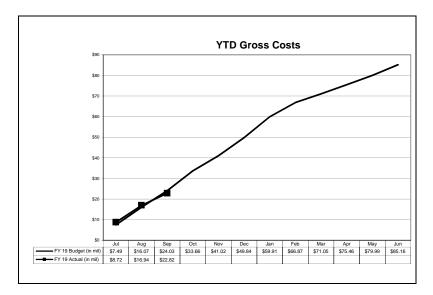
Total Variable Costs Total Fixed Costs	\$	43,490,004 41,672,730 85,162,734	\$	12,451,145 10,373,702 22.824,847	\$	31,038,859 31,299,028 62,337,887
•	Ψ	00,102,101	<u> </u>	22,02 1,0 11	Ψ	02,001,001
Net Cumulative Generation (MWh)		1,304,122		428,354		
Total O&M Cost Per MWh	\$	64.07	\$	52.42		
Net Annual Cost Per MWh	\$	24.03	\$	4.87		

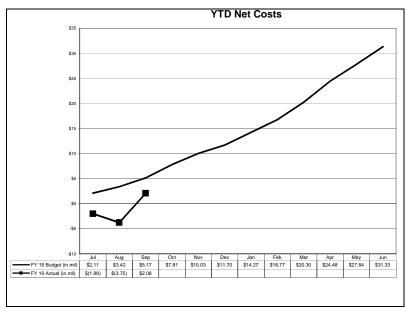
Footnotes:

General - The plant ran 21 days during the month.

September payroll, A&G allocation and generation services allocation are estimated.

- A Payments for annual CEC fee.
- **B** Higher fuel costs due to slightly higher price per mmBtu.
- C Higher than budgeted CA ISO costs due to higher GMC costs.

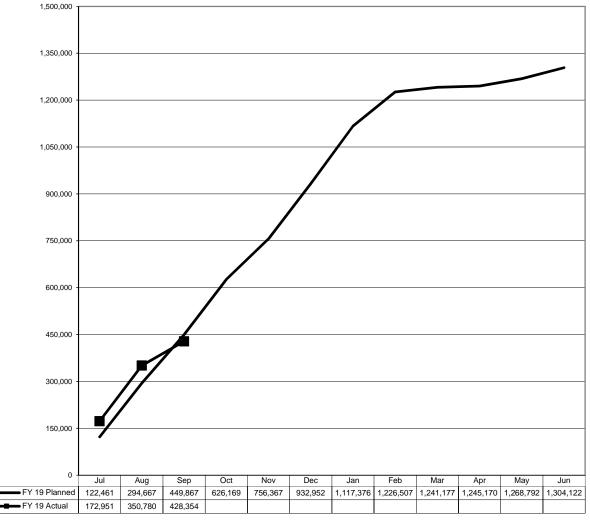




Annual Budget LEC Generation Analysis Planned vs. Actual FY 2019









Lodi Energy Center Project Participant Committee LEC GHG Reports

AGENDA ITEM NO.: 9

Date: October 8, 2018

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

				2013 NC	PA All Res	ources Bill LE	EC GHG Co Lodi Energ		nstrument D	Detail Report						
							Actual	,						Compliance Year 2013		
IDENTIFIER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Charge Code	Source
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944		Forecast/Meter
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324		Forecast/Meter
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054			MARS
HVAC/Water Heater (MT)													86.000			
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,178	462,206		derived
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,206	462,206		derived
Compliance Instrument Participant Transfers (to LEC)																-
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	498,133		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	498,133		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0			CITSS
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	545,133		derived
Cumulative MT Account Balance [MTA] (MT)	139,695	145,045	145,045	158,689	263,689	314,321	344,949	346,549	448,749	461,343	498,843	498,843	545,133	545,133		derived
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(128,642)	(88,815)	(82,927)	(82,927)	MTA SHORTFALL	derived

2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
							ctual	inter					Compliance Year 2014	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source
Energy (MWh)	136.604	156,089	120.489	55,378	71,210	51.037	118,473	69.006	178.831	197.715	51.636	106,338	1,312,806	2,523,750		Forecast/Meter
Gas Schedule (MMBtu)	951.700	1.092.730	858.805	391,272	512.068	371.695	836,762	496.327	1.251.547	1,371,546	- 1	759.691	9.266.969			Forecast/Meter
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	0,200,000	17,000,200		MARS
HVAC/Water Heater (MT)												173.000				
Monthly MT Emissions (MT)	51.358	58.969	46,345	21,115	27.634	20.059	45.156	26,784	67,540	74.015	20.120	41.170	500.265	962.471		derived
Cumulative MT Obligation (MT)	513,564	572,533	618,879	639,994	667,628	687,686	732,842	759,626	827,166	901,181	782,385	823,555	823,555	823,555		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	102.347	40.000	48.066	25.000	1.290	163.248	0	0	13.586	50.520	80.350	350	524.757	1.022.890		CITSS
Secondary Market Allowances	0	0,000	0,000	0	0,200	0	0	0	0	00,020	0	0	02.1,707	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	102,347	40,000	48,066	25,000	1,290	163,248	0	0	13,586	50,520	80,350	350	524,757	1,022,890		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916	138,916		CITSS
Total Monthly Activity (MT)	102.347	40,000	48,066	25,000	1,290	163,248			13,586	50,520	80,350	350	524,757	1,069,890		derived
Cumulative MT Account Balance [MTA] (MT)	647,480	40,000 687.480	735,546	760.546	761.836	925.084	925.084	925.084	938,670	989,190	930,624	930.974	930,974	930,974		derived
MTA Shortfall (MT)	(133,916)	(114,947)	(116,667)	(120,552)	(94,208)	(237,398)	(192,242)	(165,458)	(111,504)	(88,009)	(148,239)	(107,419)	(107,419)		MTA SHORTFALL	derived

				2015	NCPA All Res		GHG Complia	ance Instrument	t Detail Report							
						Ad	ctual						Compliance Year 2015	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	142,275	103,883	137,266	131,608	165,737	75,231	131,779	1,692,216	4,215,967		Forecast/Meter
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	1,009,450	740,553	971,283	927,730	1,171,129	541,136	940,340	11,958,227	29,788,520		Forecast/Meter
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				MARS
HVAC/Water Heater (MT)																
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	54,475	39,964	52,415	50,065	63,200	29,202	50,745	645,326	1,607,796		derived
Cumulative MT Obligation (MT)	897,404	955,327	1,025,443	1,093,951	1,128,814	1,183,288	1,223,252	1,275,668	1,325,733	1,388,933	593,540	644,285	644,285	644,285		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	41.342	250	172.100	15.000	86,000	107.327	104.000	26.021	0	58.201	375	200	610.816	1.633.706		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	41,342	250	172,100	15,000	86,000	107,327	104,000	26,021	0	58,201	375	200	610,816	1,633,706		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47.000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	824,595	0	824,595	963,511		CITSS
Total Monthly Activity (MT)	41.342	250	172.100	15.000	86.000	107.327	104.000	26.021	0	58.201	375	200	610.816	1.680.706		derived
Cumulative MT Account Balance [MTA] (MT)	972.316	972.566	1,144,666	1,159,666	1.245.666	1.352.993	1.456.993	1.483.014	1.483.014	1.541.215	716,995	717.195	717,195	717.195		derived
MTA Shortfall (MT)	(74,912)	(17,239)	(119,223)	(65,715)	(116,852)	(169,705)	(233,741)	(207,346)	(157,281)	(152,282)	(123,455)	(72,910)	(72,910)		MTA SHORTFALL	derived

				2016 NC	PA All Resour	ces Bill LEC GF for the Lodi	HG Compliance Energy Center		etail Report							
						Ac	ctual						Compliance Year 2016	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source
Energy (MWh)	97,230	27,160	91,578	45,437	3,423	66,596	76,008	31,653	25,597	20,636	17,488	28,418	531,223	4,747,190		Forecast/Meter
Gas Schedule (MMBtu)	695,120	194,179	678,033	339,504	27,754	485,792	547,510	234,782	192,679	158,835	158,835	214,109	3,927,132	33,715,652		Forecast/Meter
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				MARS
HVAC/Water Heater (MT)																
Monthly MT Emissions (MT)	37,512	10,479	36,590	18,321	1,498	26,216	29,546	12,670	10,398	8,572	8,572	11,554	211,928	1,819,724		derived
Cumulative MT Obligation (MT)	681,798	692,276	728,867	747,188	748,686	774,901	804,448	817,118	827,516	836,087	650,684	662,238	662,238	662,238		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581	1,990,287		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581	1,990,287		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47.000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	193,975	0	193,975	1,157,486		CITSS
Total Monthly Activity (MT)	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581	2,037,287		derived
Cumulative MT Account Balance [MTA] (MT)	928,676	928,676	931,176	962,176	962,176	1,017,176	1,017,176	1,073,776	1,073,776	1,073,776	879,801	879,801	879,801	879,801	MEA	derived
MTA Shortfall (MT)	(246,878)	(236,400)	(202,309)	(214,988)	(213,490)	(242,275)	(212,728)	(256,658)	(246,260)	(237,689)	(229,117)	(217,563)	(217,563)	(217,563)	MTA SHORTFALL	derived

				2017 NCF	A All Resource	es Bill LEC GHO		Instrument Det	tail Report							
						Act							Compliance Year 2017	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source
Energy (MWh)	38,917	15,337	7,086	0	3,436	35,997	54,015	66,209	93,620	136,041	126,574	149,304	726,534	1,088,590)	Forecast/Meter
Gas Schedule (MMBtu)	301,781	115,019	59,077	0	29,558	266,056	403,302	464,997	675,267	969,402	901,245	1,063,441	5,249,146	7,830,656	6	Forecast/Meter
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				MARS
HVAC/Water Heater (MT)																
Monthly MT Emissions (MT)	16,286	6,207	3,188	0	1,595	14,358	21,764	25,094	36,441	52,314	48,636	57,389	283,270	2,102,994		derived
Cumulative MT Obligation (MT)	678,524	684,731	687,919	687,919	689,514	703,872	725,636	750,729	787,170	839,484	824,748	882,136	882,136	882,136		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879	2,175,166		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879	2,175,166		
NCPA Compliance Instrument Purchases (for LEC)														0		
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47.000	i	CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0)	CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0)	CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	63,372	0	63,372	1,220,858	3	CITSS
Total Monthly Activity (MT)	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879	256,666		derived
Cumulative MT Account Balance [MTA] (MT)	879.801	879,801	884.801	884.801	884,801	884.801	884,801	884.801	951,859	951,859	908,987	1,001,308				derived
MTA Shortfall (MT)	(201,277)	(195,070)	(196,882)	(196,882)	(195,287)	(180,929)	(159,165)	(134,072)	(164,689)	(112,375)	(84,239)	(119,172)			MTA SHORTFALL	derived

	2018 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center															
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimated	Estimated	Estimated	Estimated	Compliance Year 2018	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source
Energy (MWh)	141.193	110.674	138.464	14.747	8,838	35,406	172,949	177.830	173,262	139,237	56,209	191.257	1,360,066	6,833,790		Forecast/Meter
Gas Schedule (MMBtu)	1.007.872	801.081	997.246	115,836	73.178	270.922			1,247,484		404.702	1,377,052	9.773.256			Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054		0.054	0.054	0.054	, .,	, , , ,	0.054	0.054	0.054	0.054	3,773,230	40,730,034		MARS
HVAC/Water Heater (MT)	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004				WIF II IO
Monthly MT Emissions (MT)	54.390	43,230	53.816	6.251	3.949	14.620	65.873	67.711	67.320	54.100	21.840	74.313	527.414	2.630.408		derived
Cumulative MT Obligation (MT)	879,138	-,		982,435	986,384	1,001,005		1,134,588	1,201,909	. ,	1,277,849	1,352,161	1,352,161	1,352,161	1	derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	159,100	0	34,940	16,885	53,452	35,500	33,232	140,431	61,315	0	0	0	534,855	2,710,021		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	C)	CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	C)	CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	C)	CITSS
Total Compliance Instrument Participant Transfers (MT)	159,100	0	34,940	16,885	53,452	35,500	33,232	140,431	61,315	0	0	0	534,855	2,710,021		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0		0	0	0		0	0	0	0	0	0	47,000	1	CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	C		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	1,220,858		CITSS
															ļ	
Total Monthly Activity (MT)	159,100	0	34,940	16,885	53,452	35,500			61,315		0	0	534,855	2,757,021		derived
Cumulative MT Account Balance [MTA] (MT)	1,068,087	1,068,087	1,103,027	1,119,912	1,173,364	1,208,864	1,242,096	1,382,527	1,443,842	1,443,842	1,443,842	1,443,842	1,443,842	1,443,842	MTA	derived
MTA Shortfall (MT)	(188,949)	(145,719)	(126,843)	(137,477)	(186,980)	(207,859)	(175,219)	(247,939)	(241,933)	(187,833)	(165,993)	(91,681)	(91,681)	(91,681)	MTA SHORTFALL	derived

	NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) October 2018															
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code	Source
Allocation Percentages																
Generation Entitlement Share %	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%	100%		MARS
Obligation Accounts																
Current MT Compliance Obligation (MTO) Balance (MT)	36,622	86,766	3,522	462,225	25,824	21,598	124,473	26,714	140,855	10,327	35,073	338,522	23,476	1,335,997		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	34,502	91,745	4,134	581,475	26,728	23,092	153,691	26,722	142,355	10,328	37,469	344,762	24,617	1,501,620		derived
MTA Shortfall (MT)	2,120	(4,978)	(611)	(119,250)	(905)	(1,494)	(29,218)	(9)	(1,500)	(0)	(2,396)	(6,240)	(1,141)	(165,623)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	15.43	15.43	15.43	15.43	15.43	15.43	15.43	15.43	15.43	15.43	15.43	15.43	15.43	15.43	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	32,705	0	0	0	0	0	0	0	0	0	0	0	0	32,705	MTA SHORTFALL	Derived
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	755	0	0	0	0	0	2,652	70,424	CCA BALANCE	Accounting
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG	Derived

^{*} The Current Month CCA Balance (\$) consists of the current cash balance plus any outstanding balance of Net GHG Obligation (\$) billed but not yet received.



Lodi Energy Center Project Participant Committee

Staff Report AGENDA ITEM NO.: 10

Date: October 3, 2018

Meeting Date: October 8, 2018

To: Lodi Energy Center Project Participant Committee

Subject: WSA Engineered Systems, Inc. – Five Year Multi-Task General Services

Agreement; Applicable to the following projects: All NCPA locations and

Members, SCPPA, and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement with WSA Engineered Systems, Inc. to provide equipment, materials and offsite maintenance labor of brush/ball tube cleaning systems, as well as on-site supervision and operator training on new systems, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA members.

Background

Purchasing of equipment, materials and offsite maintenance labor of automatic brush/ball tube cleaning systems, as well as on-site technical supervision, including start-up commissioning and operator training on new systems, are required from time to time at facilities owned and/or operated by NCPA, its Members, SCPPA, or SCPPA Members.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA is soliciting additional vendors for similar services, including Ovivo and Beaudrey, and will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not-to-exceed \$1,000,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

WSA Engineered Systems, Inc – 5 Year MTGSA October 8, 2018 Page 2

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:

KEN SPEER Assistant General Manager Generation Services

Attachments: (1)

• Multi-Task General Services Agreement with WSA Engineered Systems, Inc.



MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND WSA ENGINEERED SYSTEMS, INC.

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and WSA Engineered Systems, Inc., a corporation with its office located at 12040 West Feerick Street, Unit G, Wauwatosa, WI 53222 ("Contractor") (together sometimes referred to as the "Parties") as of _______, 2018 ("Effective Date") in Roseville, California.

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

- 1.1 <u>Term of Agreement.</u> 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.
- **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 <u>Assignment of Personnel.</u> Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- **1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed. At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

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

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

- **2.1 Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
 - The beginning and ending dates of the billing period;
 - Work performed;
 - The Purchase Order number authorizing the Requested Work;
 - At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
 - At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

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

- **Monthly Payment.** Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- **2.3** Payment of Taxes. Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- **2.4** Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

- **2.5** Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.
- <u>Section 3.</u> <u>FACILITIES AND EQUIPMENT.</u> Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.
- **Section 4. INSURANCE REQUIREMENTS.** Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.
 - **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 <u>Commercial General and Automobile Liability Insurance.</u>
 - 4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
 - 4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.
 - **4.2.3** General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

- **4.3** Professional Liability Insurance. Not Applicable
- 4.5 All Policies Requirements.
 - 4.5.1 <u>Verification of coverage.</u> Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
 - 4.5.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
 - **4.5.3** <u>Higher Limits.</u> If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
 - 4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
 - 4.5.5 <u>Waiver of Subrogation.</u> 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.

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

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.

- **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.
- **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 <u>Certification as to California Energy Commission Regarding Hazardous</u>

 <u>Materials Transport Vendors.</u> If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- **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 <u>Licenses and Permits.</u> 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.** Not Applicable.
- **7.5** Registration with DIR. Not Applicable.
- 7.6 Prevailing Wage Rates. Not Applicable.

Section 8. TERMINATION AND MODIFICATION.

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

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

- **8.2** <u>Amendments.</u> 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 <u>Contractor's Books and Records.</u> 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 <u>Confidential Information and Disclosure.</u>

9.4.1 <u>Confidential Information.</u> 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 <u>Non-Disclosure of Confidential Information</u>. 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 <u>Use of Agency Equipment.</u> 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 <u>Nature of Work.</u> In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations

- including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 <u>Deficiencies in Work.</u> In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- **11.3** Assignment of Warranties. Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.
- <u>Section 12.</u> <u>HEALTH AND SAFETY PROGRAMS.</u> 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.

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

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

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

WSA Engineered Systems, Inc.
Dan Barta
Manager Engineering & Technical Services
12040 West Feerick Street, Unit G
Wauwatosa, WI 53222

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

- **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- **13.10** Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- **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.
 - 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.
 - 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 <u>Controlling Provisions</u>. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
- **13.13** Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- **13.14** Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY	WSA ENGINEERED SYSTEMS, INC.
Date	Date
RANDY S. HOWARD, General Manager	DANIEL BARTA, Manager Engineering & Technical Services
Attest:	
Assistant Secretary of the Commission	
Approved as to Form:	
Jane E. Luckhardt, General Counsel	

EXHIBIT A

SCOPE OF WORK

As requested by the Agency, its Members, South California Power Authority ("SCPPA" and SCPPA Members, WSA Engineered Systems, Inc. ("Contractor") shall provide equipment, materials and offsite maintenance labor at the WSA Engineered Systems facility located in Wauwatosa, Wisconsin to dismantle, clean, inspect, and provide miscellaneous required parts for:

- Automatic Brush Tube Cleaning Systems
- Automatic Ball Tube Cleaning Systems
- Automatic Backwash Systems
- Self Flushing Filter

In addition, if requested, Contractor shall provide on-site technical supervision, including start-up commissioning and operator training on new systems at any Facilities owned and/or operated by NCPA, its Members, Southern California Power Authroity ("SCPPA"), or SCPPA Members.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

- 1. WSA requires a purchase order in one of the following forms prior to dispatch:
 - Formal customer purchase order, Fax confirming a verbal order or Approval of verbal order by WSA Service manager or VP of Operations.
- Standard Rate
 - a) \$1150 per day (Minimum charge and billing unit ½ day)
 - Above rate based on a six day workweek 8 hours per day Monday through Saturday.
- Over time Rate
 - a) Monday through Saturday (other than above) -----\$180 per hour
- Sunday and Holiday Rate
 - a) \$210 per hour
- Air transportation expenses from WSA's home office to and from location of job site will be invoiced to the customer at cost based on economy class round trip airfare. Evidence by receipt will be submitted as proof of travel.
 - a) Travel labor rate of \$575 per day or portion of day will be charged for travel time from home office to and from city or location of project.
- Accommodation (lodging & meals) charges, transportation and incidental expenses will be invoiced at cost + 10% to customer. Applicable receipts will be submitted as evidence (only Meal receipts over \$25 are retained per WSA Company policy).
- Other expenses: The cost of rental equipment and tools, replacement parts and expendable items purchased from local suppliers by the service representative for the repair and/or service of the customers equipment will be billed to the customer at cost plus 15%.
- Taxes: Any occupation, income, use, or sales tax imposed by any government authority on the transaction shall be paid by the customer.
- Insurance: WSA maintains a program of insurance, which includes Worker's Compensation coverage, General Liability and Automobile Liability coverage. Insurance certificates will be furnished upon customer request.
- Payment to be made within 30 days of receipt of invoice.

The rates for supervisory services mentioned above are in effect until January 1, 2020.

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

l, 			
	(Name of person signing a	affidavit)(Title)	
do hereby certify that ba and employment history	ackground investigations to aso of all employees of	ertain the accuracy of the	he identity
	(Company nam	ne)	
for contract work at:			
LODI ENERO	GY CENTER, 12745 N. THORN	NTON ROAD, LODI, CA	95242
	(Project name and le	ocation)	
have been conducted a above-named project.	s required by the California En	ergy Commission Decis	ion for the
	(Signature of officer	or agent)	
Dated this	day of	, 20	
PLAN AND SHALL BE	OMPLIANCE SHALL BE APPE RETAINED AT ALL TIMES AT RGY COMMISSION COMPLIA	THE PROJECT SITE F	OR REVIEW BY

EXHIBIT D - Not Applicable

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

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

EXHIBIT E – Not Applicable

ATTACHMENT A [from MLA] AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

DATED:	Name of Employer	
		(Authorized Officer & Title)
		(Address)



Lodi Energy Center Project Participant Committee

Staff Report

October 8, 2018

To: Lodi Energy Center Project Participant Committee

Subject: Information Item – FY18 Annual Billing Settlement

Proposal

Date:

A draft of the FY18 Annual Billing Settlement Summary for the period of July 1, 2017 through June 30, 2018 is presented for information only. The final Settlement will be presented to the Committee at its November, 2018 meeting for approval and recommendation to the Agency Commission for its approval.

AGENDA ITEM NO.: 12

Background

Total Annual Costs to Participants were approximately \$79.5 million. The plant generated 1,075,084 MWh compared to planned generation of 377,711 MWh. The higher generation resulted from NCPA negotiations for lower gas transportation charges making the plant more economic and driving increased plant dispatch.

Third Party Revenues for the year totaled \$51.7 million, which was \$0.3 million higher than credited during collections. The increase was related to higher than expected interest received on investments.

Fuel, CAISO charges and energy and ancillary services sales do not play a material role in the annual settlements process as those items are adjusted monthly in the Agency's All Resources Bill when the actual costs for these categories are invoiced by NCPA.

This year's Total Annual Net Costs were \$27.8 million. Adjusted net collections from participants totaled approximately \$26.3 million, which consists of participants collections of \$24.0 million and participants' transfer gas credits of \$2.3 million. Additionally, a refund of \$1.4 million for the O & M reserve balance in excess of requirements is credited against the final costs. The net amount due from LEC participants at fiscal year-end was \$57,716, or 0.074% of total collections.

Fiscal Impact

Upon approval by this Committee and the Agency Commission, the amount of \$57,716 will be charged or credited to the LEC Project Participants. NCPA member amounts will be included with their Agency's annual billing settlements and credited as one amount. LEC non-member participants will receive an invoice or payment in accordance with Agency payment terms unless otherwise directed in writing.

Information Item – FY2018 Annual Billing Settlements October 8, 2018 Page 2

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 the Committee review the draft Billing Settlement Summary for fiscal year ended June 30, 2018. The final Billing Settlement Summary for fiscal year ended June 30, 2018 will be presented to the Committee at its November 2018 meeting for approval and recommendation to the Agency Commission for its approval.

Respectfully submitted.

MONTY HANKS

Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH Treasurer-Controller

Attachments: (3)

• Billing Settlement Summary FY2018

Allocation of Project Costs – Actual FY2018

Settlement Analysis for the Year Ended June 30, 2018



LODI ENERGY CENTER
Billing Settlement Summary
FY 2018

		Total	Azusa	BART	Biggs	CDWR	Gridley H	ealdsburg	Lodi	Lompoc	MID Plumas-Sierra	PWRPA	SVP	Ukiah
Collections per All Resources Bill (ARB)	\$	23.977.998 \$	787.986	\$ 1.867.168	\$ 44,949	8.702.248 \$	402.572 \$	344.162 \$	1.515.661 \$	55,818 \$	(221,434) \$ 222,560	\$ 2.790.113 \$	7,290,793 \$	175,402
Transfer Gas Credit in ARB	\$	2,328,949 \$	-	\$ -	\$ 30,899	., . , . ,	153,722 \$	121,077 \$	1,173,340 \$	520,027 \$	- \$ -	\$ - \$	- \$	329,884
Excess O&M Reserve Refund	\$	1,445,225 \$	40,260	\$ 95,385	\$ 3,872	484,150 \$	28,389 \$	23,742 \$	137,296 \$	29,420 \$	154,846 \$ 11,355	\$ 38,557 \$	372,145 \$	25,807
Total Adjusted ARB Collections	\$	27,752,172 \$	828,246	\$ 1,962,553	\$ 79,720	9,186,398 \$	584,683 \$	488,981 \$	2,826,297 \$	605,265 \$	(66,588) \$ 233,915	\$ 2,828,670 \$	7,662,938 \$	531,093
Net Project Costs	\$	27,809,888 \$	823,704	\$ 1,951,792	\$ 79,283	9,285,114 \$	581,480 \$	486,303 \$	2,810,808 \$	601,946 \$	(16,640) \$ 232,635	\$ 2,824,323 \$	7,620,959 \$	528,181
Total Adjusted Costs	\$	27,809,888 \$	823,704	\$ 1,951,792	\$ 79,283	9,285,114 \$	581,480 \$	486,303 \$	2,810,808 \$	601,946 \$	(16,640) \$ 232,635	\$ 2,824,323 \$	7,620,959 \$	528,181
Net (Charge) Refun	d \$	(57,716) \$	4,541	\$ 10,761	\$ 437 5	(98,716) \$	3,202 \$	2,679 \$	15,490 \$	3,319 \$	(49,948) \$ 1,281	\$ 4,348 \$	41,980 \$	2,912

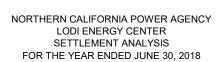
LODI ENERGY CENTER Allocation of Project Actual FY 2018



											Plumas-		nas-			
	Allocated by	Total	Azusa	BART	Biggs	CDWR	Gridlev	Healdsburg	Lodi	Lompoc	MID	Sierra	PWRPA	SVP	Ukiah	
ALLOCATION PERCENTAGES:	7 modulou by	rotar	Fizuou	BAIL	D.ggo	OBINIC	Citaloy	riculasburg	Loui	Lompoo	111112	O.O.Tu	1 111117	U V.	Ontan	
Generation Entitlement Share (Z)	GES	100.0000%	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%	
Indenture Cost Share A	ICS A	100.0000%	4.9936%	11.8310%	0.4802%	0.0000%	3.5212%	2.9448%	17.0295%	3.6491%	0.0000%	1.4084%	4.7824%	46.1588%	3.2010%	
Indenture Cost Share B	ICS B	100.0000%	0.000%	0.000%	0.000%	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
Indenture Cost Share B	ICS B	100.0000%	0.00070	0.000%	0.000%	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	
PROJECTED MWH		1,075,084	29,949	70,956	2,880	360,153	21,118	17,661	102,133	21,885	115,188	8,447	28,682	276,834	19,198	
PROJECT COSTS:																
Fuel Cost				.,,	\$ 72,599 \$.,,			\$ 2,573,566	, , , , , ,						
Labor				,,	\$ 13,579 \$				\$ 481,522			,	\$ 135,227			
Variable O&M		\$ 4,862,143			\$ 13,026 \$			\$ 79,875				,				
Fixed O&M		\$ 3,998,671			\$ 10,712 \$			\$ 65,690			-, - ,	31,418				
O&M Administration				\$ 5,174		.,		\$ 1,288		, , , , , ,	-, - ,					
Mandatory Costs				\$ 25,621 \$ -	\$ 1,040 \$ \$ - \$			\$ 6,377 \$ -		, , , , , ,	,	.,	\$ 10,357 \$ \$ - \$			
Inventory Stock		•			\$-\$ \$479\$			•		\$ - \$ \$ 3.641 \$			\$ - 3 \$ 4.771 9			
O&M and Capital Projects Costs Maintenance Reserve				,	\$ 479 \$ \$ 5,392 \$,	-,	, , , , , , , , , , , , , , , , , , , ,	\$ 16,989 \$ 191,216	-,						
Insurance					\$ 1,523 \$			\$ 9,337								
Generation Services Shared				\$ 18,654				\$ 4,643								
Transmission (CAISO)					\$ 1,537 \$				\$ 54,523			,	\$ 23,548 \$			
Energy Purchases (CAISO)		\$ 4,813,116			\$ 7,455 \$			\$ 45,717					\$ 2,104,935			
Debt Service Cost:		Ψ,010,110	Ψ 11,501	ψ 100,007	ψ 1,455 ψ	932,073	ÿ 54,005	Ψ 40,717	φ 204,507	ψ 50,050 ψ	290,109 ψ	21,000	Ψ 2,104,955 (710,441	40,002	
Indenture Group A Cost	ICS A	\$ 21,035,635	\$ 1.050.435	\$ 2,488,726	\$ 101,013 \$	_	\$ 740,707	\$ 619.457	\$ 3,582,263	\$ 767.611 \$	- \$	296,266	\$ 1,006,008 \$	9.709.797	673,351	
BAB's Subsidy (Group A)		\$ (4,222,407)			\$ (20,276) \$	_	\$ (148,679)			\$ (154,080) \$	- \$			(1,949,012)		
Debt and Trustee Fees (Group A)		\$ 32.025			\$ 154 \$,			\$ 1,169 \$			\$ 1.532			
Indenture Group B Cost	ICS B	\$ 11,414,170	\$ -	\$ -	\$ - \$	11,414,170		\$ -		\$ - \$	- \$	-	\$ - 9			
BAB's Subsidy (Group B)	ICS B	\$ (2,028,966)	\$ -	\$ -	\$ - \$	(2,028,966)	\$ -	\$ -	\$ -	\$ - \$	- \$	-	\$ - 9	- 5	-	
Debt and Trustee Fees (Group B)	ICS B	\$ 20,076	\$ -	\$ -	\$ - \$	20,076	\$ -	\$ -	\$ -	\$ - \$	- \$	-	\$ - 9	- 9	-	
Administrative & General	GES	\$ 2,084,184	\$ 58,059	\$ 137,556	\$ 5,584 \$	698,202	\$ 40,940	\$ 34,239	\$ 197,997	\$ 42,428 \$	223,306 \$	16,375	\$ 55,604 \$	536,677	37,217	
Power Management Allocated Costs	GES	\$ 1,243,649	\$ 34,644	\$ 82,081	\$ 3,332 \$	416,622	\$ 24,429	\$ 20,431	\$ 118,147	\$ 25,317 \$	133,248 \$	9,771	\$ 33,179 \$	320,240	22,208	
Total Project Costs	-	\$ 79,520,449	\$ 2,268,424	\$ 5,374,405	\$ 218,115 \$	26,569,118	\$ 1,599,428	\$ 1,337,641	\$ 7,733,936	\$ 1,656,895 \$	5,489,377 \$	639,802	\$ 4,211,420 \$	20,968,315	1,453,573	
Estimated price per MWh	-	\$ 73.97	\$ 75.74	\$ 75.74	\$ 75.73 \$	73.77	\$ 75.74	\$ 75.74	\$ 75.72	\$ 75.71 \$	47.66 \$	75.74	\$ 146.83	75.74	75.71	
Third Party Revenue																
ISO Energy Sales	GES	\$ 49,356,645	\$ 1,375,390	\$ 3,258,365	\$ 132,166 \$	16,538,637	\$ 969,066	\$ 810,457	\$ 4,686,718	\$ 1,004,290 \$	5,285,752 \$	387,615	\$ 1,320,698 \$	12,706,536	880,955	
Ancillary Services Sales	GES	\$ 1,871,139	\$ 52,129	\$ 123,495	\$ 5,012 \$	626,824	\$ 36,753	\$ 30,738	\$ 177,751	\$ 38,089 \$	200,486 \$	14,701	\$ 49,926 \$	481,824	33,411	
Interest & Other Income	GES	\$ 184,603	\$ 5,142	\$ 12,184	\$ 495 \$	61,842	\$ 3,626	\$ 3,033	\$ 17,537	\$ 3,758 \$	19,779 \$	1,450	\$ 4,925 \$	47,535	3,296	
Interest Income (Group A)	ICS A	\$ 241,473	\$ 12,058	\$ 28,569	\$ 1,160 \$	-	\$ 8,503	\$ 7,111	\$ 41,122	\$ 8,812 \$	- \$	3,401	\$ 11,548 \$	111,461	7,730	
Interest Income (Group B)	ICS B	\$ 56,701	\$ -	\$ -	\$ - \$	56,701	\$ -	\$ -	\$ -	\$ - \$	- \$	-	\$ - 9	- 9	-	
	-	\$ 51,710,561	\$ 1,444,720	\$ 3,422,612	\$ 138,832 \$	17,284,004	\$ 1,017,948	\$ 851,339	\$ 4,923,128	\$ 1,054,949 \$	5,506,017 \$	407,167	\$ 1,387,097	13,347,356	925,392	
Annual Project Costs, net		\$ 27,809,888	\$ 823,704	\$ 1,951,792	\$ 79,283 \$	9,285,114	\$ 581,480	\$ 486,303	\$ 2,810,808	\$ 601,946 \$	(16,640) \$	232,635	\$ 2,824,323 \$	7,620,959	528,181	
Estimated price per Mwh, net	=	\$ 25.87	\$ 27.50	\$ 27.51	\$ 27.53 \$	25.78	\$ 27.53	\$ 27.54		\$ 27.50 \$	(0.14) \$	27.54	\$ 98.47	27.53	27.51	
		2010.			·	200		• 2	·	Ţ Ţ	(0.1.1)		, , , , , , , , , , , , , , , , , , ,			
Summary of Variable and Fixed Proj			004455			44.005.0==				. 740.405		077.565				
Variable Costs		,			\$ 94,617 \$,,	\$ 718,430 \$., ,	,	\$ 2,981,500 \$			
Fixed Costs	-				\$ 123,499 \$					\$ 938,465 \$			\$ 1,229,920 \$			
Total Project Costs	=	\$ 79,520,449	\$ 2,268,424	\$ 5,374,405	\$ 218,115 \$	26,569,118	\$ 1,599,428	\$ 1,337,641	\$ 7,733,936	\$ 1,656,895 \$	5,489,377 \$	639,802	\$ 4,211,420 \$	20,968,315	1,453,573	
JPA Assessment (per PMOA)	_	\$ 39,578	\$ 2,220	\$ -	\$ - \$	26,694	\$ -	\$ -	\$ -	\$ - \$	8,538 \$	i -	\$ 2,126 \$	· - 9	·	
Unfunded/(Excess)	=	\$ 57,716	\$ (4,541)	\$ (10,761)	\$ (437) \$	98,716	\$ (3,202)	\$ (2,679)	\$ (15,490)	\$ (3,319) \$	49,948 \$	(1,281)	\$ (4,348) \$	(41,980)	(2,912)	
J d. Modi (Excess)	=	+ 07,710	+ (+,041)	+ (10,701)	+ (101) ¥	55,710	(0,202)	(2,010)	+ (10,430)	+ (0,010) +		(1,201)	+ (05-0,7)	(+1,000)	(2,012)	

Y PWRPA takes their share of energy from LEC via inter-SC trades settled through LEC. At the same time, PWRPA's SC receives a corresponding credit on their ISO invoice.

Generation Entitlement Share (GES) is synonymous with commonly used terms of Project Entitlement Share, Project Percentage, Project Share, Third Phase share.





			Actual		
		Collections	Costs	R	Refund/(Deficit)
			-		
COLLECTIONS/COSTS ANALYSIS:					
Variable O&M	\$	2,696,858	\$ 4,862,143	\$	(2,165,285)
Fixed O&M		3,336,592	3,998,671		(662,079)
Administration		230,934	78,397		152,537
Mandated Costs		291,959	388,202		(96,243)
Inventory Stock		-	-		-
Subtotal Routine O & M Costs without Labor		6,556,343	9,327,413		(2,771,070)
Labor		5,051,714	5,068,651		(16,937)
Total Routine O & M Costs		11,608,057	14,396,064		(2,788,007)
Other Costs					
Fuel		27,107,773	27,107,773		-
CA ISO Charges		582,528	582,528		_
CA ISO Energy Purchases		4,813,116	4,813,116		-
Debt Service		26,416,640	26,198,432		218,208
Insurance		765,367	568,332		197,035
Other Costs		54,826	52,101		2,725
Administrative & General		1,883,356	2,084,184		(200,828)
Generation Services Shared		359,388	282,637		76,751
Power Management Allocated Costs		1,479,117	1,243,649		235,468
Total Other Costs		63,462,111	62,932,752		529,359
Total O & M Costs		75,070,168	77,328,816		(2,258,648)
Projects					
Operations & Maintenance		63,652	103,459		(39,807)
Capital Projects		560,000	75,374		484,626
Maintenance Reserve		2,012,800	2,012,800		-
Total Projects		2,636,452	2,191,633		444,819
Annual Collections/Costs		77,706,620	79,520,449		(1,813,829)
THIRD PARTY REVENUE ANALYSIS:					
ISO Energy Sales		49,356,645	49,356,645		_
Ancillary Services Sales		1,871,139	1,871,139		_
Interest Income - Operations		61,245	109,705		(48,460)
Interest Income (NCPA)		103,723	241,473		(137,750)
Interest Income (CDWR)		6,921	56,701		(49,780)
Other Income		0,021	74,898		(74,898)
Total Third Party Revenue	,	51,399,673	51,710,561		(310,888)
Net Plant Collections/Costs (A	\$	26,306,947	\$ 27,809,888	\$	(1,502,941)
OTHER ITEMS:					
		(0.000.040)	(0.000.040)		
Natural Gas Transfer Credit ^(A) Excess O&M Reserve Refund		(2,328,949)	(2,328,949) (1,445,225)		1,445,225
Net Project Collections/Costs	\$	23,977,998	\$ 24,035,714	\$	(57,716)

⁽A) Total of Net Plant Collections plus Natural Gas Transfer Credit equals Net Project Collections on All Resources Bills.

Explanations and Comments

General: Lodi Energy Center operates as a business plant designed to meet electric generation demand and reliability as determined by CAISO. The plant began operations late November 2012.

Routine O&M: Routine O&M costs were more than collections by \$2.8 million primarily due to increase of \$2.2 million in variable O&M costs, increase of \$0.7 million in fixed O&M costs and decrease of \$0.1 million in other operating costs. Variable and fixed O&M costs were higher than projected due to increased generation output driven by market forces.

Other Costs: Fuel costs were higher than budgeted due to increased generation driven by CAISO economic dispatch. CAISO energy costs were primarilary driven by energy purchases by participants and to CAISO calls for regulation down resulting in additional market purchases. Fuel, CAISO costs and CAISO energy purchases are billed when incurred.

Administrative and General (A&G) costs are allocated to generation plants based on person years and costs. A&G costs were higher than projected overall resulting in increased A&G allocation to the plant.

Third Party Revenues: Third party revenue was higher by \$0.3 million primarily due to higher interest income earned on investments due to increases in short term interest rates. Revenues from ISO Energy Sales and Ancillary Services are credited to participants in the ARB when received.