



12745 N. Thornton Road  
Lodi, CA 95242

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## LEC PPC Agenda

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**Date:** October 4, 2017  
**Subject:** October 9, 2017 Lodi Energy Center Project Participant Committee Meeting  
**Location:** 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Locations  
**Time:** 10:00 a.m.

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\*\*\* 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. In either case, please: (1) post this notice at a publicly accessible location at the participation 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.

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NCPA 651 Commerce Drive Roseville, CA 95678	NCPA 12745 N. Thornton Road Lodi, CA 95241	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 <sup>th</sup> Floor Oakland, CA 94612	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93438
CITY OF BIGGS 465 "C" Street Biggs, CA 95917	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122	POWER & WATER RESOURCES POOLING AUTHORITY 950 Reserve Drive, Suite 160 Roseville, CA 95678
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Sacramento, CA 95825	SILICON VALLEY POWER/CITY OF SANTA CLARA 1500 Warburton Avenue, Santa Clara, CA 95050	CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482

*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*

*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.*

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](http://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 11, 2017 Regular Meeting Minutes**

### **MONTHLY REPORTS**

#### **3. Operational Report for September 2017 - (Jeremy Lawson)**

#### **4. Market Data Report for September 2017 – Verbal Report (Mike Whitney)**

#### **5. Monthly Asset Report for August 2017 – (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 August and September 2017 - Accept by all Participants**

#### **8. Financial Report for August and September 2017 - Approve by all Participants**

#### **9. GHG Reports (excerpted from Monthly ARB) - Accept by all Participants**

#### **10. TRB and Associates – Staff is seeking approval of a First Amendment to the five year Multi-Task Consulting Services Agreement with TRB and Associates, increasing the not to exceed amount from \$200,000 to \$500,000 for consulting services, including construction inspections and engineering reviews, for use at all NCPA Generation Plant facilities.**

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Consent Items pulled for discussion: \_\_\_\_\_

### **BUSINESS ACTION ITEMS**

**None**

### **INFORMATIONAL/ DISCUSSION ITEMS**

- 11. FY17 Annual Billing Settlements** – Staff to present a draft of the FY17 Annual Billing Settlement for the period July 1, 2016 through June 30, 2017. *(Monty Hanks)*
- 12. Update on NCPA Policy on Revenue Allocation** – Staff will provide an update on policy development for allocating revenues to Members resulting from NCPA's provision of Power Management and Administrative services to third parties. *(James Takehara)*
- 13. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

### **ADJOURNMENT**

Next Regular Meeting: November 13, 2017

*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.*

**Lodi Energy Center**  
**Project Participant Committee Regular Meeting**  
**September 11, 2017 - MEETING MINUTES**  
Location: Lodi Energy Center  
12745 N. Thornton Rd, Lodi CA 95242  
and by teleconference  
10:00 A.M.

**1. Call Meeting to Order and Roll Call**

The PPC meeting was called to order at 10:00 a.m. by Chairman George Morrow. He asked that roll be called for the Project Participants as listed below. Silicon Valley Power joined at 10:34 A.M.

<b>PPC Meeting Attendance Summary</b>		
<b>Participant</b>	<b>Attendance</b>	<b>Particulars / GES</b>
Azusa - Morrow	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Yarbrough	Present	33.5000%
Gridley - Borges	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	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%
<b>Summary</b>		
Present	7	85.1858%
Absent	6	14.8142%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	September 11, 2017	

**Public Forum**

Chairman Morrow 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. Meeting Minutes

The draft minutes of the regular meeting held on August 14, 2017 and the draft minutes of the special meeting held on August 29, 2017 were considered. The LEC PPC considered the following motion:

**Date:** 9/11/2017

**Motion:** The PPC approves the minutes of the August 14, 2017 Regular Meeting and the August 29, 2017 Special Meeting as presented or *including any edits discussed at today's meeting.*

**Moved by:** MID

**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	Abstain	2.6679%
Silicon Valley Power	Absent	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	5	56.7679%
Total Noes	0	0.0000%
Total Abstain	1	2.6679%
Total Absent	7	40.5642%
Result:	Motion Passed	

## MONTHLY REPORTS

### 3. Operational Reports for August 2017

Mike DeBortoli presented the Operational Report for June. There were no OSHA recordable accidents, and no NERC/WECC violations. There were 4 outages, which Mike reviewed with the

Committee. Mike also gave an update on the Water Availability Issue. The City of Lodi is building a ground water recharge pond which they will be able to use in the future to deliver water to LEC as back up. Mike noted that the pond will be out in the open and untreated. It will have a storage capacity of roughly 48 days of water for LEC at maximum rate of consumption.

The operational report reflected monthly production of 66,184 MWH, 290 service hours, and equivalent operating availability of 99.5%. The report set for the Capacity Factor @ 280MW Pmax of 31.8% and 302MW Pmax of 29.5%. There were four hot starts, sixteen warm starts, and four cold starts during the month.

#### **4. Market Data Report for August 2017**

Mike Whitney presented the operating and financial settlement results for the month. LEC was committed to CAISO 24 out of 31 available days.

#### **5. Monthly Asset Report for July 2017**

Mike DeBortoli presented the monthly asset report for July 2017. Mike reported that July 2017 revenues aligned with budget and were below forecast. Mike reviewed the monthly historical comparisons as well as the 12-month history. Mike also included LEC Overtime chart, as requested in the previous LEC PPC meeting.

#### **6. Bidding Strategies Report**

Ken Goeke reviewed the monthly Bidding Strategies data for August 2017. Ken reviewed bidding and calculating net start-up costs. There were periods of high heat at the beginning and end of the month, which resulted in very high daily margins. Ken reported that daily data results are available for review on the LEC PPC extranet site. Ken reiterated that the data contained in the reports should be considered confidential, as it contains bidding strategies.

#### **Consent Calendar (Items 7 – 13)**

The consent calendar was considered. Chairman Morrow asked if any Participant wished to have any item removed for separate discussion. Monty Hanks requested that Items 7-9 be pulled and added to Consent Calendar in the October LEC PPC meeting, as the Labor Day holiday meant Accounting was unable to gather the reports. All those present agreed. Chairman Morrow then asked if any Participant wished to abstain from one or more items on the Consent Calendar. PWRPA asked to abstain. The LEC PPC considered the following motion:

**Date:** 9/11/2017

**Motion:** The PPC approves the Consent Calendar items consisting of agenda items no. 10. Ethos Energy Power Plant Services, LLC five year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies not to exceed \$1,500,000 for inspections, maintenance, and parts refurbishment for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 11. 2018 LEC Outage Schedule; 12. PMOA Schedule 1.00, Exhibit 2 update to VOM with FY 2018 costs; 13. PMOA Schedule 6.00 updating Primary LEC PPC Representative to CDWR.

**Moved by:**

**Lodi**

**Seconded by:**

**MID**

Discussion: Pull items 7-9; include on October LEC PPC Consent Calendar

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	Abstain	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	6	82.5179%
Total Noes	0	0.0000%
Total Abstain	1	2.6679%
Total Absent	6	14.8142%
Result:	Motion Passes	

## **BUSINESS ACTION ITEMS**

None

## **INFORMATIONAL ITEMS**

### **14. Update on NCPA Policy on Revenue Allocation**

James Takehara presented an update to the Committee on the revenue allocation issue. The final proposal was presented to the UD's on June 15<sup>th</sup>, and was well received. The UD's recommended bringing it before the Commission in the August meeting.

James gave an updated on the potential implementation timeline. As the FY18 budget has already been prepared and approved, staff is recommending addressing revenue allocation to non-Members during the FY18 budget true up at the end of the year.

James explained that revenues will be mapped based on services being provided. He cautioned that Committee members may see a different proportion allocated to them from contract to contract as a result (future allocations may change).

James does not anticipate having any updates for the August LEC PPC meeting, but will likely have an update for the September LEC PPC meeting (after the August Commission Meeting).

#### **15. Additional Operational Updates**

Ken Speer gave a summary update on the LEC gas transportation issue. NCPA filed a petition for modification to the rate structure in June. NCPA has asked the CDC to consider greenhouse gas production prior to making future rate decisions.

Ken has met with PG&E to negotiate a special rate for LEC. PG&E appeared receptive at these meetings; Ken anticipates it will take about 2 months to negotiate a rate. Ken explained the rate proposal to the LEC PPC Committee.

Ken also gave the Committee background on the 19 Rate Case that PG&E just filed. The main drivers for this new Rate Case are new regulations for gas storage facilities that have come out of the Dogger Regulations. PG&E is proposing a shift to have 20% of storage costs covered by their core customers, with the remaining 70% to be covered by the backbone. Additionally, PG&E is proposing daily balancing, as opposed to monthly balancing.

#### **Adjournment**

The next regular meeting of the PPC is scheduled for Monday, October 9, 2017.

The meeting was adjourned at 10:42 A.M.

Submitted by: Michelle Schellentrager





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## **Lodi Energy Center Project Participant Committee Operational Report**

**Agenda Item No.: 3**

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**Date:** 10/09/2017  
**To:** Lodi Energy Center Project Participant Committee

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### **Safety**

- OSHA Recordable: 0 Accidents

### **Notice of Violations**

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

### **Outage Summaries:**

04-Sep-17, 7:32-11:39, Failed vibration sensor due to wiring failure, Forced-4.1  
07-Sep-17, 6:00-8:30, Late start IP drum level control, Forced-1.8  
15-Sep-17, 16:49 to 19-Sep-17, 16:00 - STG Control System Failure and trip plus cooldown  
lockout, Forced-95

### **Planned Outage Summaries:**

- 2018 – April 4<sup>th</sup> – 15<sup>th</sup> Steam Turbine , BOP, HRSG Seals, Generator Inspections

**Generating Unit Statistics:****Report  
Date:**

9/1/2017

1. Monthly Production 93,627 MWH
2. Productivity Factor
  - a. Service Hours 387 Hours
  - b. Service Factor 53.7 %
  - c. Capacity Factor @ 280MW Pmax 46.4 %
  - d. Capacity Factor @ 302MW Pmax 43.1 %
3. Equivalent Operating Availability (EOA) 86.0 %
4. Forced Outage Rate (FOR)
  - a. Total LEC Plant FOR 20.7 %

## 5. Heat Rate Deviation

- a. Fuel Cost (Not Current Market Price) 4.00 \$/mmBTU

MW Range	PMOA HR BTU/kW- Hr	Average HR BTU/kW- Hr	Deviation %	Production MWH	Cost \$
Seg. 1 296 +	6850	0	0.00%	0	\$0
Seg. 2 284 - 296	6870	6,945	1.09%	142	\$43
Seg. 3 275 - 284	6971	6,975	0.06%	2,347	\$37
Seg. 4 250 - 275	7081	7,011	-0.98%	16,315	-\$4,537
Seg. 5 225 - 250	7130	7,076	-0.76%	4,693	-\$1,022
Seg. 6 200 - 225	7200	7,185	-0.20%	2,953	-\$173
Seg. 7 175 - 225	7450	7,474	0.32%	3,800	\$358
Seg. 8 165 - 175	7760	7,775	0.19%	1,948	\$116
	7,164	7,206	-0.23%	32,197	-\$5,179

## 6. AGC Control Deviation

MW Range	High Dev MWH	Low Dev MWH	Total Dev MWH	Cost \$
<b>Bad AGC Data for May</b>				
Seg. 1 296 +	0	0	0	\$0
Seg. 2 284 - 296	10	-48	58	\$1,616
Seg. 3 275 - 284	39	-180	219	\$6,110
Seg. 4 250 - 275	102	-204	305	\$8,567
Seg. 5 225 - 250	54	-22	76	\$2,150
Seg. 6 200 - 225	27	-26	53	\$1,517
Seg. 7 175 - 225	18	-52	71	\$2,108
Seg. 8 165 - 175	11	-3	14	\$439
	260	-536	796	\$22,507

## 7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	3	17	1
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	62	90	135
Start Time Deviation (%)	-18%	-19%	-33%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,113	1,676	2,592
Fuel Deviation (%)	-14%	-7%	-26%
Costs of Fuel Deviations (\$)	-\$749	-\$496	-\$3,630

**Definitions:**

1. Monthly Production = Plant Net MWH's
2. Capacity Factor
  - a. Service Hours = In Production or in Service State
  - b. Service Factor =  $SH / PH \times 100\%$
  - c. Capacity Factor =  $Production / 302MW \times PH$
  - d. Capacity Factor =  $Production / 280MW \times PH$
3. Monthly Equivalent Availability Factor (EAF) =  $(AH - EPDH - EFDH) / PH \times 100\%$
4. Forced Outage Rate =  $(FOH / (FOH + SH)) \times 100\%$
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 =  $(Heat\ Rate\ Average - Heat\ Rate\ Expected) / Heat\ Rate\ Expected \times 100\%$
  - d. Production = The Sum of Production for the given Range
  - e. Costs of Heat Rate Deviations =  $(Average\ Heat\ Rate - Expected\ Heat\ Rate) \times Production \times Cost\ of\ Fuel$
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 =  $(Actual\ Fuel\ Consumed - Expected\ Fuel) \times Cost\ of\ Fuel$



# August Asset Report

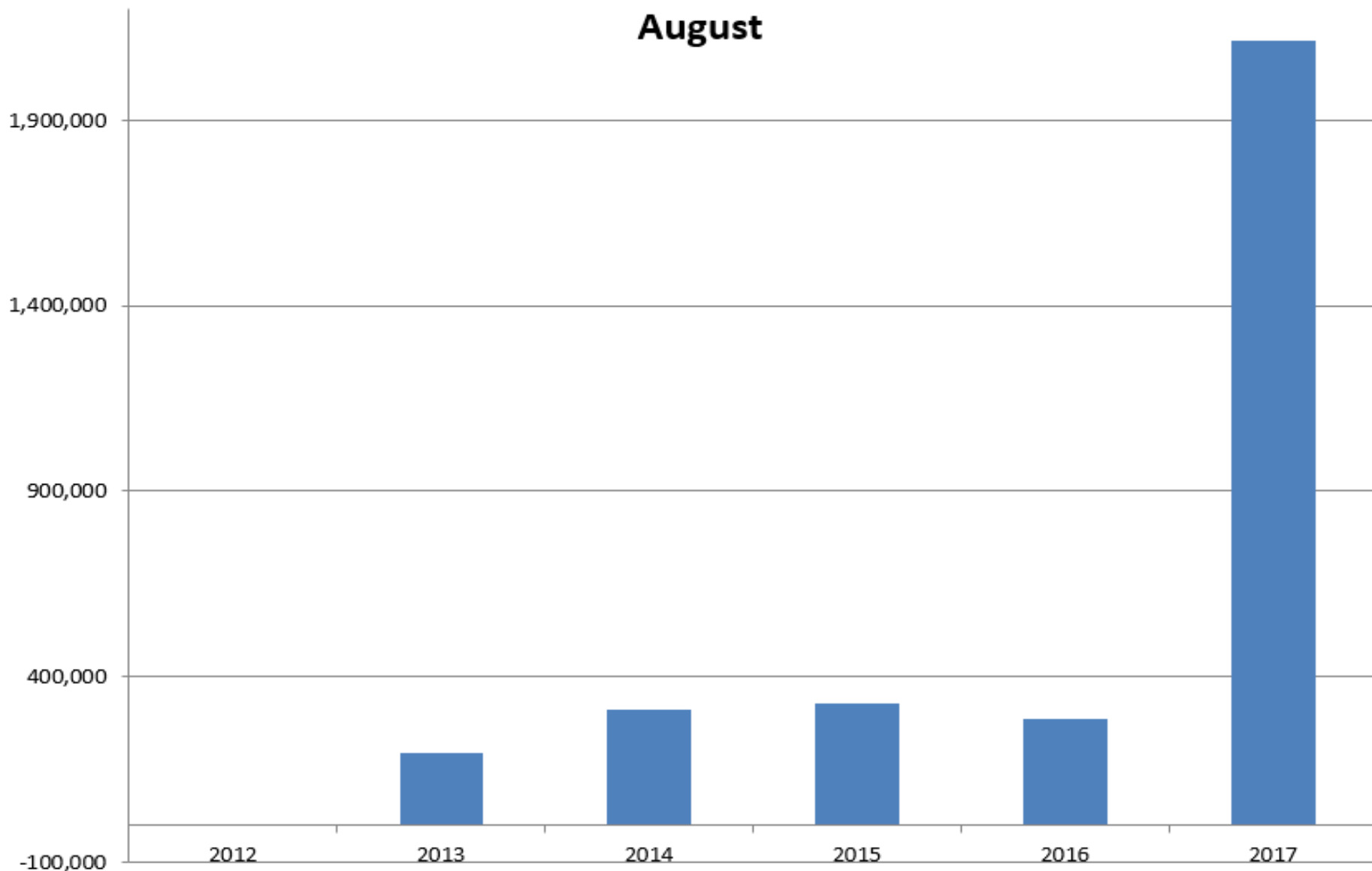
	Most Recent			Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	4,844,949	5,229,105	3,198,729	(384,156)	-7%	Strong Energy Price
VOM	2,177,842	2,848,559	2,780,963	(670,717)	-24%	Less operation than Forecast
Fixed	810,496	904,780	929,653	(94,284)	-10%	
Projects	167,733	219,704	219,704	(51,971)	-24%	
A&G	164,932	186,895	186,895	(21,963)	-12%	
Debt	2,201,387	2,201,387	2,201,387	0	0.00%	
Net Cost	(677,441)	(1,132,219)	(3,119,873)	454,779	-40%	
Net Annual Cost		(29,586,085)	(41,127,058)	\$11,540,973		
				Below budget by 28.06%		

Lodi Energy Center  
Monthly Budget Analysis  
Expenditures  
Report Date: 10/02/2017

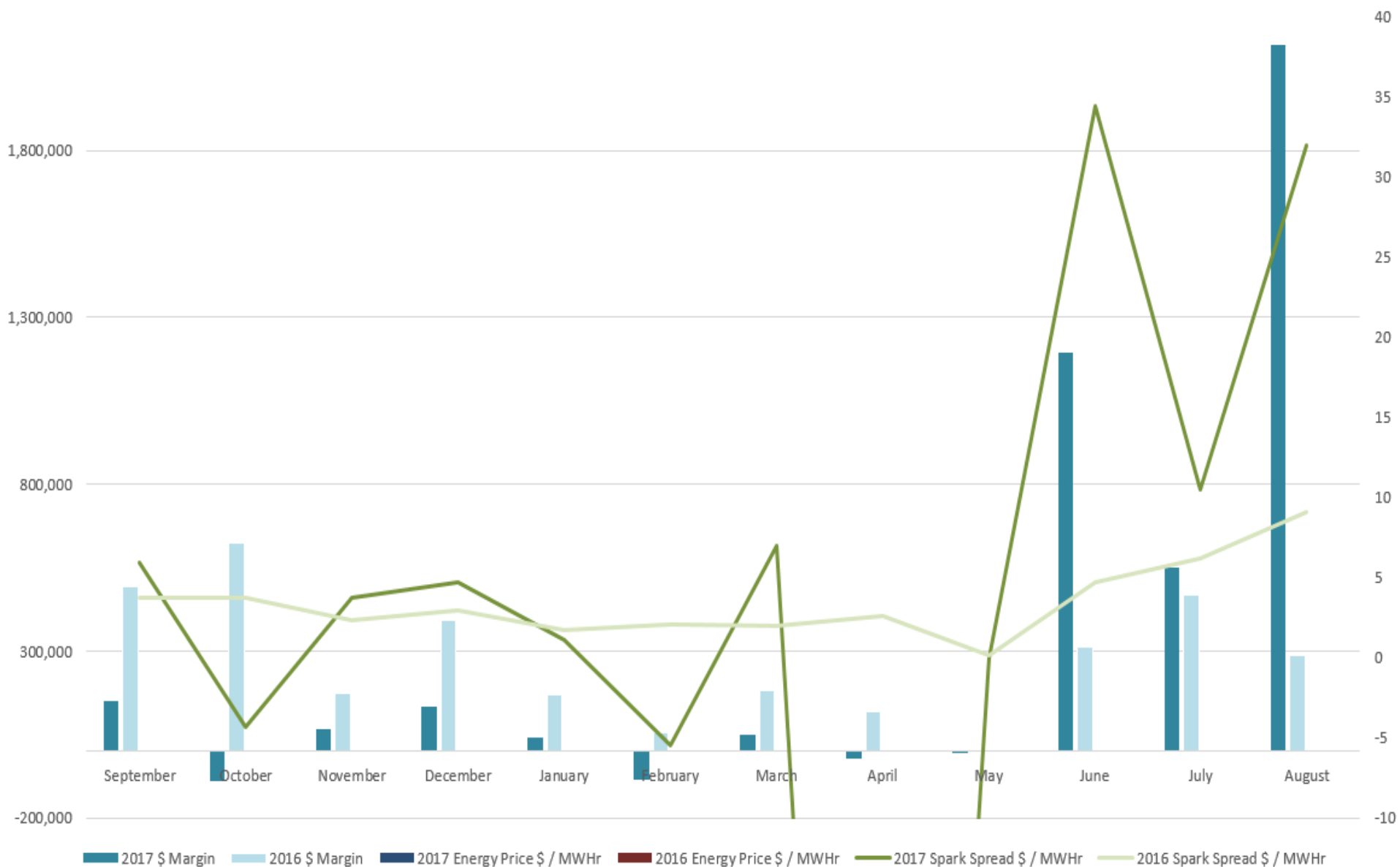
	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2017 Budget	Percent Used	Comments
VOM	2,131,885	2,263,977	2,237,198	2,423,153	1,738,246	2,341,259	2,736,792	1,680,756	1,070,286	1,213,092	1,559,857	1,483,027	22,879,528	18,381,034	124.5%	
Capacity Factor	25%	32%	28%	23%	21%	29%	29%	20%	12%	12%	19%	15%	22%	16%	140.8%	Less than Forecast, more than budgeted
Fuel Consumed (mmBTU, estimated)	408,530	491,555	392,313	332,917	294,112	409,212	417,631	273,267	176,114	159,865	264,835	210,795	3,831,145	2,587,320	148.1%	
Avg Fuel Cost (\$/mmBTU)	4.26	4.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.01	5.75	17.5%	Lower fuel price than Budgeted
Power Produced (MWhr, estimated)	54,015	66,206	57,272	48,601	42,936	59,739	60,968	39,893	25,710	23,338	38,662	30,773	548,113	377,711	145.1%	
Avg Power Price (\$/MWhr)	51.53	73.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.92	52.32	26.6%	Higher energy price than Budgeted
Operations / Variable / LTSA	29,334	86,135	77,890	491,347	44,284	44,284	375,579	44,284	44,284	321,475	44,284	247,457	1,850,638	1,263,067	146.5%	
Fuel (estimated)	1,738,553	2,120,273	1,831,712	1,653,809	1,448,368	1,955,268	1,993,820	1,396,077	871,073	750,982	1,282,596	1,028,639	18,071,169	14,877,170	121.5%	
AB32 GHG Offset (estimated)	329,888	22,196	304,114	258,071	227,990	317,214	342,396	224,039	144,387	131,066	217,126	172,821	2,691,310	2,044,488	131.6%	
CA ISO Charges (estimated)	34,109	35,373	23,482	19,926	17,604	24,493	24,997	16,356	10,541	9,569	15,851	34,109	266,410	196,309	135.7%	
Routine O&M (Fixed)	725,314	810,496	781,780	856,779	1,036,812	941,780	1,356,780	871,738	783,780	1,328,812	788,781	806,780	11,089,632	11,210,509	98.9%	
Maintenance / Fixed	170,690	182,526	235,000	285,000	385,000	235,000	235,000	316,592	235,000	535,000	235,000	235,000	3,284,808	3,336,592	98.4%	
Administration	14,307	2,096	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	186,403	230,934	80.7%	
Mandatory Costs	36,388	135,865	5,000	5,000	18,000	5,000	10,000	3,000	7,000	60,000	12,000	30,000	327,253	291,959	112.1%	
Inventory Stock	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0%	
Labor	380,095	350,342	397,968	397,968	490,000	397,968	397,968	397,968	397,968	590,000	397,968	397,968	4,994,181	5,051,714	98.9%	CT1 Outage diverted some staff
Insurance	0	0	0	25,000	0	160,000	570,000	10,367	0	0	0	0	765,367	765,367	100.0%	
Power Management & Settlements	123,260	123,260	123,260	123,259	123,260	123,260	123,260	123,259	123,260	123,260	123,260	123,259	1,479,117	1,479,117	100.0%	
Other Costs	574	16,407	3,552	3,552	3,552	3,552	3,552	3,552	3,552	3,552	3,553	3,553	52,503	54,826	95.8%	
Projects	167,733	167,733	219,705	219,704	219,704	219,705	219,704	219,704	219,705	219,704	219,704	219,705	2,532,510	2,636,452	96.1%	
Maintenance Reserve	167,733	167,733	167,734	167,733	167,733	167,734	167,733	167,733	167,734	167,734	167,733	167,734	2,012,800	2,012,800	100.0%	
Operations & Maintenance Projects	0	0	5,305	5,304	5,304	5,305	5,304	5,304	5,305	5,304	5,304	5,305	53,044	63,652	83.3%	
Capital Projects	0	0	46,666	46,667	46,667	46,666	46,667	46,667	46,666	46,667	46,667	46,666	466,666	560,000	83.3%	
A&G	153,787	164,932	186,895	186,895	186,895	186,895	186,895	186,896	186,896	186,896	186,896	186,895	2,187,673	2,242,744	97.5%	
Administrative & General (Allocated)	134,528	143,874	156,946	156,946	156,946	156,946	156,946	156,947	156,947	156,947	156,947	156,946	1,847,866	1,883,356	98.1%	
Generation Services Shared	19,259	21,058	29,949	29,949	29,949	29,949	29,949	29,949	29,949	29,949	29,949	29,949	339,807	359,388	94.6%	
Total O&M Cost	3,178,719	3,407,138	3,425,578	3,686,531	3,181,657	3,689,639	4,500,171	2,959,094	2,260,667	2,948,504	2,755,238	2,696,407	38,689,343	34,470,739	112.2%	
Debt Service	2,201,387	2,201,387	2,201,387	2,201,387	2,201,387	2,201,387	2,201,387	2,201,387	2,201,386	2,201,386	2,201,386	2,201,386	26,416,640	26,416,640	100.0%	
Revenues	2,783,231	4,844,949	4,445,399	3,195,372	2,687,028	3,577,245	3,640,198	2,838,971	1,890,209	1,286,390	2,201,858	2,129,047	35,519,898	19,760,321	179.8%	
ISO Energy Sales (estimated)	2,783,231	4,844,744	4,445,399	3,195,372	2,687,028	3,577,245	3,640,198	2,838,971	1,890,209	1,286,390	2,201,858	2,129,047	35,519,693	19,760,321	179.8%	Stronger energy price, higher revenue
Other Income	0	205	0	0	0	0	0	0	0	0	0	0	205	0		
Net	(\$2,596,875)	(\$763,576)	(\$1,181,565)	(\$2,692,547)	(\$2,696,016)	(\$2,313,781)	(\$3,061,361)	(\$2,321,511)	(\$2,571,844)	(\$3,863,499)	(\$2,754,766)	(\$2,768,746)	(\$29,586,085)	(\$41,127,058)	Below budget by 28.06%	

# Historical Margins

**August**



## Historical Monthly Comparison





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# LEC Treasurer's Report

AGENDA ITEM NO.: 7

**Date:** October 3, 2017

**To:** LEC Project Participant Committee

**Subject:** Treasurer's Report for the Month Ended August 31, 2017

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 \$42,206.

Investments - The carrying value of the LEC's investment portfolio totaled \$29,886,504 at month end. The current market value of the portfolio totaled \$29,814,124.

The overall portfolio had a combined weighted average interest rate of 1.743% with a bond equivalent yield (yield to maturity) of 1.390%. Investments with a maturity greater than one year totaled \$21,328,000. During the month \$6.4 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills decreased by 12 basis points (from 1.13% to 1.01%) and rates on one year T-Bills remained at 1.23% basis points.

To the best of my knowledge and belief, all securities held by LEC as of August 31, 2017 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

Prepared by:

SONDRA AINSWORTH  
Treasurer-Controller

Attachments



# **LODI ENERGY CENTER**

## **TREASURER'S REPORT**

**AUGUST 31, 2017**

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**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Cash & Investment Balance**  
**August 31, 2017**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
<b>MANDATORY FUNDS</b>					
Debt Service Account	-	6,636,434	6,636,434	22.17%	6,636,709
Debt Service Reserve	-	12,015,057	12,015,057	40.15%	11,994,840
O & M Reserve	-	11,163,170	11,163,170	37.30%	11,110,732
	-	29,814,661	29,814,661	99.62%	29,742,281
<b>ADDITIONAL PROJECT FUNDS</b>					
GHG Cash Account	-	71,843	71,843	0.24%	71,843
Transmission Upgrade Escrow <sup>1</sup>	42,206	-	42,206	0.14%	-
Participant Deposit Account	-	-	-	0.00%	-
	<b>\$ 42,206</b>	<b>\$ 29,886,504</b>	<b>\$ 29,928,710</b>	<b>100.00%</b>	<b>\$ 29,814,124</b>

**NOTE A -Investment amounts shown at book carrying value.**

<sup>1</sup> Amount held in escrow

**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Cash Activity Summary**  
**August 31, 2017**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
<b>MANDATORY FUNDS</b>							
Debt Service Account	\$ -	\$ 37	\$ -	\$ -	\$ (2,204,697)	\$ 2,204,660	-
Debt Service Reserve	-	729	4,170,000	-	(4,170,729)	-	-
O & M Reserve	-	27,497	145	-	(27,642)	-	-
	-	28,263	4,170,145	-	(6,403,068)	2,204,660	-
<b>ADDITIONAL PROJECT FUNDS</b>							
GHG Cash Account	-	-	-	-	-	-	-
Transmission Upgrade Escrow <sup>1</sup>	-	7	-	-	-	-	7
Participant Deposit Account	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 28,270</b>	<b>\$ 4,170,145</b>	<b>\$ -</b>	<b>\$ (6,403,068)</b>	<b>\$ 2,204,660</b>	<b>\$ 7</b>

**NOTE A -Investment amounts shown at book carrying value.**

**NOTE B -Net of accrued interest purchased on investments.**

<sup>1</sup> Amount held in escrow

**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Investment Activity Summary**  
**August 31, 2017**

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>						
Debt Service Account	2,204,697	-	4,497	-	-	2,209,194
Debt Service Reserve	4,170,729	(4,170,000)	(5,789)	-	-	(5,060)
O & M Reserve	27,642	(145)	(1,532)	-	-	25,965
	<b>\$ 6,403,068</b>	<b>\$ (4,170,145)</b>	<b>\$ (2,824)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,230,099</b>
<b>ADDITIONAL PROJECT FUNDS</b>						
GHG Cash Account	-	-	-	-	-	-
Participant Deposit Acct.	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 6,403,068</b>	<b>\$ (4,170,145)</b>	<b>\$ (2,824)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,230,099</b>

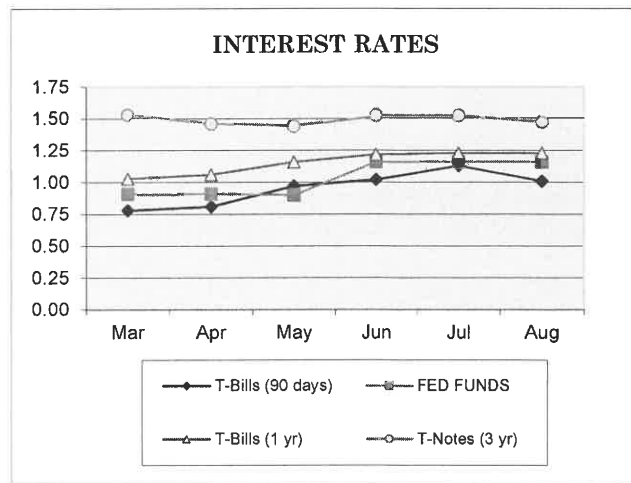
<b>Less Non- Cash Activity</b>	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	2,824
<b>Net Change in Investment --Before Non-Cash Activity</b>	<b>\$ 2,232,923</b>

**NOTE A -Investment amounts shown at book carrying value.**

**Northern California Power Agency  
Lodi Energy Center  
Interest Rate/Yield Analysis  
August 31, 2017**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b><u>1.743%</u></b>	<b><u>1.390%</u></b>
Debt Service Account	1.050%	1.068%
Debt Service Reserve	2.379%	1.648%
O & M Reserve	1.477%	1.306%
GHG Cash Account	0.924%	0.924%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Fds (Ovrnight)	1.16%	0.40%
T-Bills (90da.)	1.01%	0.31%
Agency Disc (90da.)	1.01%	0.34%
T-Bills (1yr.)	1.23%	0.59%
Agency Disc (1yr.)	1.18%	0.70%
T-Notes (3yr.)	1.47%	0.89%



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
August 31, 2017**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 6,651	\$ -	\$ -	\$ -	\$ 21,328	\$ -	\$ 27,979	94.36%
US Bank Trust Money Market Commercial Paper	12							12	0.04%
Investment Trusts (LAIF)	1,661							1,661	5.60%
U.S.Treasury Market Acct. *								-	0.00%
U.S.Treasury Bill								-	0.00%
Certificates of Deposit								-	0.00%
Total Dollars	\$ 1,673	\$6,651	\$0	\$0	\$0	\$21,328	\$0	\$ 29,652	100.00%
Total Percents	5.64%	22.43%	0.00%	0.00%	0.00%	71.93%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

\* The cash balance held at US Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement. Cash held by Union Bank of California is invested nightly in fully collateralized U.S. Treasury Securities.

# **NORTHERN CALIFORNIA POWER AGENCY**

## **Detail Report Of Investments**

### **APPENDIX**

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



**Northern California Power Agency**  
**Treasurer's Report**  
**08/31/2017**

**LEC Issue#1 2010A DS Fund**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	538	0.100	07/01/2013	538		1	0.100	538	SYS79003	79003	538
Federal Home Loan Ba	USBT	695,000	1.030	08/25/2017	693,071	11/30/2017	90	1.047	693,228	313385PX8	26457	693,210
Federal Home Loan Ba	USBT	701,000	1.050	06/30/2017	697,851	12/01/2017	91	1.069	699,156	313385PY6	26436	699,139
Federal Home Loan Ba	USBT	696,000	1.070	07/28/2017	693,393	12/01/2017	91	1.088	694,170	313385PY6	26445	694,118
<b>Fund Total and Average</b>		<b>\$ 2,092,538</b>	1.050		<b>\$ 2,084,853</b>		<b>91</b>	<b>1.068</b>	<b>\$ 2,087,092</b>			<b>\$ 2,087,005</b>

**LEC Issue #1 2010B DS Fund**

US Bank Trust	USB	648	0.100	07/01/2013	648		1	0.100	648	SYS79004	79004	648
Federal Home Loan Ba	USBT	727,000	1.030	08/25/2017	724,982	11/30/2017	90	1.047	725,146	313385PX8	26458	725,128
Federal Home Loan Ba	USBT	732,000	1.050	06/30/2017	728,712	12/01/2017	91	1.069	730,075	313385PY6	26437	730,057
Federal Home Loan Ba	USBT	729,000	1.070	07/28/2017	726,270	12/01/2017	91	1.088	727,083	313385PY6	26446	727,028
<b>Fund Total and Average</b>		<b>\$ 2,188,648</b>	1.050		<b>\$ 2,180,612</b>		<b>91</b>	<b>1.068</b>	<b>\$ 2,182,952</b>			<b>\$ 2,182,861</b>

**LEC Issue #2 2010A DS Fund**

US Bank Trust	USB	924	0.100	07/01/2013	924		1	0.100	924	SYS79011	79011	924
Federal Home Loan Ba	USBT	438,000	1.030	08/25/2017	436,784	11/30/2017	90	1.047	436,883	313385PX8	26459	436,872
Federal Home Loan Ba	USBT	442,000	1.050	06/30/2017	440,015	12/01/2017	91	1.069	440,838	313385PY6	26438	440,827
Federal Home Loan Ba	USBT	439,000	1.070	07/28/2017	437,356	12/01/2017	91	1.088	437,845	313385PY6	26447	437,813
<b>Fund Total and Average</b>		<b>\$ 1,319,924</b>	1.049		<b>\$ 1,315,079</b>		<b>91</b>	<b>1.068</b>	<b>\$ 1,316,490</b>			<b>\$ 1,316,436</b>

**LEC Issue #2 2010B DS Fund**

US Bank Trust	USB	913	0.100	07/01/2013	913		1	0.100	913	SYS79012	79012	913
Federal Home Loan Ba	USBT	349,000	1.030	08/25/2017	348,031	11/30/2017	90	1.047	348,110	313385PX8	26460	348,101
Federal Home Loan Ba	USBT	353,000	1.050	06/30/2017	351,414	12/01/2017	91	1.069	352,072	313385PY6	26439	352,063
Federal Home Loan Ba	USBT	350,000	1.070	07/28/2017	348,689	12/01/2017	91	1.088	349,080	313385PY6	26448	349,053
<b>Fund Total and Average</b>		<b>\$ 1,052,913</b>	1.049		<b>\$ 1,049,047</b>		<b>91</b>	<b>1.068</b>	<b>\$ 1,050,175</b>			<b>\$ 1,050,130</b>
<b>GRAND TOTALS:</b>		<b>\$ 6,654,023</b>	1.050		<b>\$ 6,629,591</b>		<b>91</b>	<b>1.068</b>	<b>\$ 6,636,709</b>			<b>\$ 6,636,432</b>

\*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 08/31/2017





# Northern California Power Agency

## Treasurer's Report

08/31/2017

### LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	4,322	0.100	07/01/2013	4,322		1	0.100	4,322	SYS79005	79005	4,322
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	1,362	1.659	4,338,374	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	1,441	1.699	147,024	3137EAEC9	26454	146,724
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,743	1.760	4,169,413	313379Q69	26463	4,168,187
Fund Total and Average		\$ 8,614,322	1.873		\$ 8,679,276		1546	1.708	\$ 8,659,133			\$ 8,679,233

### LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	1,493	0.100	07/01/2013	1,493		1	0.100	1,493	SYS79006	79006	1,493
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	1,015	1.540	2,251,757	313370E38	26455	2,251,630
Fund Total and Average		\$ 2,146,493	3.373		\$ 2,256,639		1014	1.539	\$ 2,253,250			\$ 2,253,123

### LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	2,742	0.100	07/01/2013	2,742		1	0.100	2,742	SYS79013	79013	2,742
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	668	1.400	1,079,715	3133XU3G6	26456	1,079,960
Fund Total and Average		\$ 1,027,742	4.364		\$ 1,085,450		666	1.397	\$ 1,082,457			\$ 1,082,702
GRAND TOTALS:		\$ 11,788,557	2.379		\$ 12,021,365		1367	1.648	\$ 11,994,840.			\$ 12,015,058

\*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 08/31/2017

Investment #26337 FFCB Callable anytime



# Northern California Power Agency

## Treasurer's Report

08/31/2017

### LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1,588,664	0.923	07/01/2013	1,588,664		1	0.923	1,588,664	SYS70047	70047	1,588,664
Union Bank of Califo	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	536	1.220	2,955,232	3135G0ZA4	26248	2,960,494
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	1,008	1.550	3,620,206	3130ABJQ0	26440	3,614,012
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	1,033	1.300	2,946,630	3136G3UJ2	26341	3,000,000
Fund Total and Average		\$ 11,136,664	1.477		\$ 11,200,758		746	1.306	\$ 11,110,732			\$ 11,163,170
GRAND TOTALS:		\$ 11,136,664	1.477		\$ 11,200,758		746	1.306	\$ 11,110,732			\$ 11,163,170

\*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 08/31/2017



Northern California Power Agency

Treasurer's Report

08/31/2017

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		71,843	0.923	07/01/2013	71,843		1	0.923	71,843	SYS70046	70046	71,843
Fund Total and Average		\$ 71,843	0.924		\$ 71,843		1	0.924	\$ 71,843			\$ 71,843
GRAND TOTALS:		\$ 71,843	0.924		\$ 71,843		1	0.924	\$ 71,843.			\$ 71,843

\*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 08/31/2017



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# LEC Treasurer's Report

AGENDA ITEM NO.: 7

**Date:** October 9, 2017  
**To:** LEC Project Participant Committee  
**Subject:** Treasurer's Report for the Month Ended September 30, 2017

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 \$42,213.

Investments - The carrying value of the LEC's investment portfolio totaled \$32,088,891 at month end. The current market value of the portfolio totaled \$31,950,515.

The overall portfolio had a combined weighted average interest rate of 1.693% with a bond equivalent yield (yield to maturity) of 1.365%. Investments with a maturity greater than one year totaled \$21,328,000. During the month \$2.2 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased by 5 basis points (from 1.01% to 1.06%) and rates on one year T-Bills increased by 8 basis points (from 1.23% to 1.31%).

To the best of my knowledge and belief, all securities held by LEC as of September 30, 2017 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

Prepared by:

SONDRA AINSWORTH  
Treasurer-Controller

Attachments

# **LODI ENERGY CENTER**

## **TREASURER'S REPORT**

**SEPTEMBER 30, 2017**

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**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Cash & Investment Balance**  
**September 30, 2017**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
<b>MANDATORY FUNDS</b>					
Debt Service Account	-	8,847,163	8,847,163	27.53%	8,847,604
Debt Service Reserve	-	12,008,244	12,008,244	37.37%	11,924,654
O & M Reserve	-	11,161,641	11,161,641	34.74%	11,106,414
	-	32,017,048	32,017,048	99.65%	31,878,672
<b>ADDITIONAL PROJECT FUNDS</b>					
GHG Cash Account	-	71,843	71,843	0.22%	71,843
Transmission Upgrade Escrow <sup>1</sup>	42,213	-	42,213	0.13%	-
Participant Deposit Account	-	-	-	0.00%	-
	<b>\$ 42,213</b>	<b>\$ 32,088,891</b>	<b>\$ 32,131,104</b>	<b>100.00%</b>	<b>\$ 31,950,515</b>

**NOTE A -Investment amounts shown at book carrying value.**

<sup>1</sup> Amount held in escrow

**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Cash Activity Summary**  
**September 30, 2017**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>							
Debt Service Account	\$ -	\$ 0	\$ 1,792	\$ -	\$ (2,206,452)	\$ 2,204,660	-
Debt Service Reserve	-	1	-	-	(1)	-	-
O & M Reserve	-	3	-	-	(3)	-	-
	-	4	1,792	-	(2,206,456)	2,204,660	-
<b>ADDITIONAL PROJECT FUNDS</b>							
GHG Cash Account	-	-	-	-	-	-	-
Transmission Upgrade Escrow <sup>1</sup>	-	7	-	-	-	-	7
Participant Deposit Account	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 11</b>	<b>\$ 1,792</b>	<b>\$ -</b>	<b>\$ (2,206,456)</b>	<b>\$ 2,204,660</b>	<b>\$ 7</b>

**NOTE A -Investment amounts shown at book carrying value.**

**NOTE B -Net of accrued interest purchased on investments.**

<sup>1</sup> Amount held in escrow

**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Investment Activity Summary**  
**September 30, 2017**

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>						
Debt Service Account	2,206,452	(1,792)	6,069	-	-	2,210,729
Debt Service Reserve	1	-	(6,815)	-	-	(6,814)
O & M Reserve	3	-	(1,532)	-	-	(1,529)
	<u>\$ 2,206,456</u>	<u>\$ (1,792)</u>	<u>\$ (2,278)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,202,386</u>
<b>ADDITIONAL PROJECT FUNDS</b>						
GHG Cash Account	-	-	-	-	-	-
Participant Deposit Acct.	-	-	-	-	-	-
<b>TOTAL</b>	<u><u>\$ 2,206,456</u></u>	<u><u>\$ (1,792)</u></u>	<u><u>\$ (2,278)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,202,386</u></u>

<b>Less Non- Cash Activity</b>	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	2,278
<b>Net Change in Investment --Before Non-Cash Activity</b>	<u><u>\$ 2,204,664</u></u>

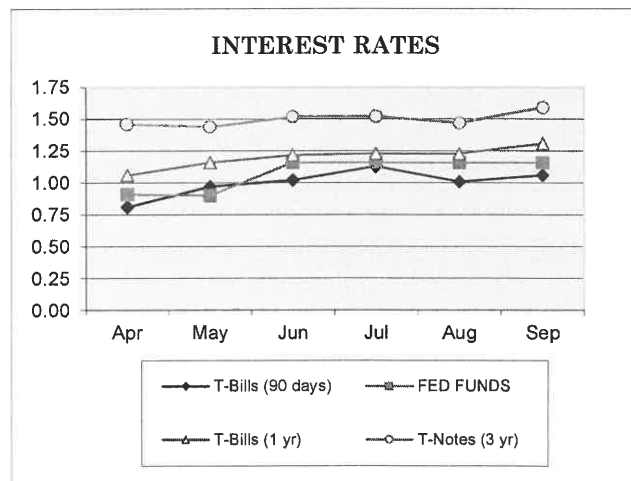
**NOTE A -Investment amounts shown at book carrying value.**



**Northern California Power Agency  
Lodi Energy Center  
Interest Rate/Yield Analysis  
September 30, 2017**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>1.693%</b>	<b>1.365%</b>
Debt Service Account	1.041%	1.059%
Debt Service Reserve	2.378%	1.648%
O & M Reserve	1.477%	1.306%
GHG Cash Account	0.924%	0.924%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Fds (Ovrnight)	1.16%	0.40%
T-Bills (90da.)	1.06%	0.27%
Agency Disc (90da.)	1.01%	0.30%
T-Bills (1yr.)	1.31%	0.59%
Agency Disc (1yr.)	1.28%	0.60%
T-Notes (3yr.)	1.59%	0.87%



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
September 30, 2017**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 8,861	\$0	\$ -	\$ -	\$ 21,328	\$ -	\$ 30,189	94.76%
US Bank Trust Money Market Commercial Paper	10							10	0.03%
Investment Trusts (LAIF)	1,661							1,661	5.21%
U.S.Treasury Market Acct. *								-	0.00%
U.S.Treasury Bill									0.00%
Certificates of Deposit								-	0.00%
Total Dollars	\$ 1,671	\$8,861	\$0	\$0	\$0	\$21,328	\$0	\$ 31,860	100.00%
Total Percents	5.24%	27.81%	0.00%	0.00%	0.00%	66.94%	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

09/30/2017

LEC Issue #1 2010A DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	1,040	0.100	07/01/2013	1,040		1	0.100	1,040	SYS79003	79003	1,040
Federal Home Loan Ba	USBT	693,860	1.030	08/25/2017	693,071	11/30/2017	60	1.047	693,860	313385PX8	26457	693,807
Federal Home Loan Ba	USBT	701,000	1.050	06/30/2017	697,851	12/01/2017	61	1.069	699,787	313385PY6	26436	699,753
Federal Home Loan Ba	USBT	696,000	1.070	07/28/2017	693,393	12/01/2017	61	1.088	694,796	313385PY6	26445	694,738
Federal Home Loan Ba	USBT	694,000	1.015	09/27/2017	692,728	12/01/2017	61	1.030	692,799	313385PY6	26480	692,806
Fund Total and Average		\$ 2,787,040	1.041		\$ 2,778,083		61	1.059	\$ 2,782,282			\$ 2,782,144

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	425	0.100	07/01/2013	425		1	0.100	425	SYS79004	79004	425
Federal Home Loan Ba	USBT	727,000	1.030	08/25/2017	724,982	11/30/2017	60	1.047	725,808	313385PX8	26458	725,752
Federal Home Loan Ba	USBT	732,000	1.050	06/30/2017	728,712	12/01/2017	61	1.069	730,734	313385PY6	26437	730,698
Federal Home Loan Ba	USBT	729,000	1.070	07/28/2017	726,270	12/01/2017	61	1.088	727,739	313385PY6	26446	727,678
Federal Home Loan Ba	USBT	727,000	1.015	09/27/2017	725,668	12/01/2017	61	1.030	725,742	313385PY6	26481	725,750
Fund Total and Average		\$ 2,915,425	1.041		\$ 2,906,057		61	1.059	\$ 2,910,448			\$ 2,910,303

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	120	0.100	07/01/2013	120		1	0.100	120	SYS79011	79011	120
Federal Home Loan Ba	USBT	438,000	1.030	08/25/2017	436,784	11/30/2017	60	1.047	437,282	313385PX8	26459	437,248
Federal Home Loan Ba	USBT	442,000	1.050	06/30/2017	440,015	12/01/2017	61	1.069	441,235	313385PY6	26438	441,214
Federal Home Loan Ba	USBT	439,000	1.070	07/28/2017	437,356	12/01/2017	61	1.088	438,241	313385PY6	26447	438,204
Federal Home Loan Ba	USBT	439,000	1.015	09/27/2017	438,195	12/01/2017	61	1.030	438,241	313385PY6	26482	438,245
Fund Total and Average		\$ 1,758,120	1.041		\$ 1,752,470		61	1.059	\$ 1,755,119			\$ 1,755,031

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	148	0.100	07/01/2013	148		1	0.100	148	SYS79012	79012	148
Federal Home Loan Ba	USBT	349,000	1.030	08/25/2017	348,031	11/30/2017	60	1.047	348,428	313385PX8	26460	348,401
Federal Home Loan Ba	USBT	353,000	1.050	06/30/2017	351,414	12/01/2017	61	1.069	352,389	313385PY6	26439	352,372
Federal Home Loan Ba	USBT	350,000	1.070	07/28/2017	348,689	12/01/2017	61	1.088	349,395	313385PY6	26448	349,365
Federal Home Loan Ba	USBT	350,000	1.015	09/27/2017	349,359	12/01/2017	61	1.030	349,395	313385PY6	26483	349,398
Fund Total and Average		\$ 1,402,148	1.041		\$ 1,397,641		61	1.059	\$ 1,399,755			\$ 1,399,684
GRAND TOTALS:		\$ 8,862,733	1.041		\$ 8,834,251		61	1.059	\$ 8,847,604			\$ 8,847,162

\*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 09/30/2017



## Northern California Power Agency

## Treasurer's Report

09/30/2017

## LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	4,323	0.100	07/01/2013	4,323		1	0.100	4,323	SYS79005	79005	4,323
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	1,332	1.659	4,328,477	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	1,411	1.699	146,187	3137EAEC9	26454	146,793
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,713	1.760	4,126,199	313379Q69	26463	4,166,997
Fund Total and Average		\$ 8,614,323	1.873		\$ 8,679,277		1516	1.708	\$ 8,605,186			\$ 8,678,113

## LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	1,493	0.100	07/01/2013	1,493		1	0.100	1,493	SYS79006	79006	1,493
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	985	1.540	2,240,131	313370E38	26455	2,248,435
Fund Total and Average		\$ 2,146,493	3.373		\$ 2,256,639		984	1.539	\$ 2,241,624			\$ 2,249,928

## LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	2,742	0.100	07/01/2013	2,742		1	0.100	2,742	SYS79013	79013	2,742
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	638	1.400	1,075,102	3133XU3G6	26456	1,077,461
Fund Total and Average		\$ 1,027,742	4.364		\$ 1,085,450		636	1.397	\$ 1,077,844			\$ 1,080,203
GRAND TOTALS:		\$ 11,788,558	2.378		\$ 12,021,366		1337	1.648	\$ 11,924,654			\$ 12,008,244

\*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 09/30/2017

Investment #26337 FFCB Callable anytime



Northern California Power Agency  
Treasurer's Report

09/30/2017

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1,588,664	0.923	07/01/2013	1,588,664		1	0.923	1,588,664	SYS70047	70047	1,588,664
Union Bank of Califo	UBOC	3	0.002	07/18/2013	3		1	0.002	3	SYS70041	70041	3
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	506	1.220	2,949,307	3135G0ZA4	26248	2,958,932
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	978	1.550	3,603,540	3130ABJQ0	26440	3,614,042
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	1,003	1.300	2,964,900	3136G3UJ2	26341	3,000,000
Fund Total and Average		\$ 11,136,667	1.477		\$ 11,200,761		721	1.306	\$ 11,106,414			\$ 11,161,641
GRAND TOTALS:		\$ 11,136,667	1.477		\$ 11,200,761		721	1.306	\$ 11,106,414.			\$ 11,161,641

\*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 09/30/2017



Northern California Power Agency  
Treasurer's Report

09/30/2017

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		71,843	0.923	07/01/2013	71,843		1	0.923	71,843	SYS70046	70046	71,843
Fund Total and Average		\$ 71,843	0.924		\$ 71,843		1	0.924	\$ 71,843			\$ 71,843
GRAND TOTALS:		\$ 71,843	0.924		\$ 71,843		1	0.924	\$ 71,843.			\$ 71,843

\*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 09/30/2017



## **Lodi Energy Center Project Participant Committee**

### **LEC Financial Reports**

AGENDA ITEM NO.: 8

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**Date:** October 3, 2017

**To:** Lodi Energy Center Project Participant Committee

**Subject:** August 31, 2017 Financial Reports (Unaudited)

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

		<b>August</b>	
		<b>2017</b>	<b>2016</b>
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$	71,843	\$ 71,311
Interest receivable		113	66
Inventory and supplies - at average cost		2,110,855	1,848,960
Prepaid insurance		156,232	59,047
Due from (to) Agency, net		14,627,454	15,037,111
<b>TOTAL CURRENT ASSETS</b>		<b>16,966,497</b>	<b>17,016,495</b>
<b>RESTRICTED ASSETS</b>			
Cash and cash equivalents		1,642,450	5,431,313
Investments		28,214,416	24,213,665
Interest receivable		82,159	34,373
<b>TOTAL RESTRICTED ASSETS</b>		<b>29,939,025</b>	<b>29,679,351</b>
<b>ELECTRIC PLANT</b>			
Electric plant in service		423,640,289	423,556,932
Less: accumulated depreciation		(69,376,092)	(54,768,613)
		354,264,197	368,788,319
Construction work-in-progress		107,024	102,031
<b>TOTAL ELECTRIC PLANT</b>		<b>354,371,221</b>	<b>368,890,350</b>
<b>OTHER ASSETS</b>			
Regulatory assets		22,012,959	19,573,600
<b>TOTAL OTHER ASSETS</b>		<b>22,012,959</b>	<b>19,573,600</b>
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>423,289,702</b>	<b>\$ 435,159,796</b>

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

		August	
		2017	2016
<b>LIABILITIES &amp; NET POSITION</b>			
<b>CURRENT LIABILITIES</b>			
Accounts and retentions payable	\$	2,116,483	\$ 1,013,760
Operating reserves		12,740,146	11,651,061
Current portion of long-term debt		10,355,000	9,950,000
Accrued interest payable		4,008,173	4,107,274
<b>TOTAL CURRENT LIABILITIES</b>		<b>29,219,802</b>	<b>26,722,095</b>
<b>NON-CURRENT LIABILITIES</b>			
Operating reserves and other deposits		1,715,973	1,715,384
Long-term debt, net		340,866,410	351,707,058
<b>TOTAL NON-CURRENT LIABILITIES</b>		<b>342,582,383</b>	<b>353,422,442</b>
<b>TOTAL LIABILITIES</b>		<b>371,802,185</b>	<b>380,144,537</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Regulatory credits		42,049,664	43,128,444
<b>NET POSITION</b>			
Invested in capital assets, net of related debt		(16,886,894)	(14,412,731)
Restricted		12,181,333	14,519,990
Unrestricted		14,143,414	11,779,556
<b>TOTAL NET POSITION</b>		<b>9,437,853</b>	<b>11,886,815</b>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$</b>	<b>423,289,702</b>	<b>\$ 435,159,796</b>

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

		Two Months Ended August	
		2017	2016
<b>SALES FOR RESALE</b>			
Participants	\$	8,356,698	\$ 8,749,580
Other		5,648,228	4,929,369
<b>TOTAL SALES FOR RESALE</b>		<b>14,004,926</b>	<b>13,678,949</b>
<b>OPERATING EXPENSES</b>			
Operations		4,582,735	3,592,676
Depreciation		2,434,714	2,434,189
Purchased power		454,267	364,974
Maintenance		534,803	565,257
Administrative and general		836,752	474,810
Transmission		285,559	48,465
Intercompany (sales) purchases		40,317	28,658
<b>TOTAL OPERATING EXPENSES</b>		<b>9,169,147</b>	<b>7,509,029</b>
<b>NET OPERATING REVENUES</b>		<b>4,835,779</b>	<b>6,169,920</b>
<b>OTHER REVENUES (EXPENSES)</b>			
Interest expense		(2,600,302)	(2,652,314)
Interest income		194,837	(7,147)
Other		439,418	4,993,107
<b>TOTAL OTHER REVENUES (EXPENSES)</b>		<b>(1,966,047)</b>	<b>2,333,646</b>
<b>FUTURE RECOVERABLE AMOUNTS</b>		<b>360,504</b>	<b>415,771</b>
<b>REFUNDS TO PARTICIPANTS</b>		<b>(14)</b>	<b>(7)</b>
<b>INCREASE IN NET POSITION</b>		<b>3,230,222</b>	<b>8,919,330</b>
<b>NET POSITION</b>			
Beginning of year		6,207,631	2,967,485
End of period	\$	9,437,853	\$ 11,886,815

**Lodi Energy Center  
FY 2018 Operating Costs  
As of August 31, 2017**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
<b>Routine O&amp;M Costs</b>					
Variable	\$ 1,263,067	\$ 115,469	\$ 1,147,598	91%	<b>A</b>
Fixed	3,336,592	353,216	2,983,376	89%	
Administration	230,934	16,403	214,531	93%	
Mandatory Costs	291,959	172,253	119,706	41%	
Routine O&M Costs without Labor	5,122,552	657,341	4,465,211	87%	
Labor	5,051,714	730,436	4,321,278	86%	<b>B C</b>
Total Routine O&M Cost	10,174,266	1,387,777	8,786,489	86%	
<b>Other Costs</b>					
Fuel	14,877,170	3,591,217	11,285,953	76%	
CA ISO Charges	196,309	49,014	147,295	75%	
CA ISO Purchased Energy	3,724,590	454,267	3,270,323	88%	<b>B C</b>
Debt Service	26,416,640	4,402,773	22,013,867	83%	
Insurance	765,367	-	765,367	100%	
Other Costs	54,826	10,677	44,149	81%	
Generation Services Shared	359,388	40,317	319,071	89%	
Administrative & General (Allocated)	1,883,356	278,402	1,604,954	85%	<b>B C</b>
Power Management Allocated Costs	1,479,117	246,520	1,232,597	83%	
Total O&M Cost	59,931,029	10,460,964	49,470,065	83%	
<b>Projects</b>					
Operations & Maintenance	63,652	-	63,652	100%	<b>B C</b>
Capital	560,000	-	560,000	100%	
Maintenance Reserve	2,012,800	335,467	1,677,333	83%	
Total Projects	2,636,452	335,467	2,300,985	87%	
Annual Cost	62,567,481	10,796,431	51,771,050	83%	
<b>Less: Third Party Revenue</b>					
Interest Income	171,889	35,362	136,527	79%	<b>B C</b>
ISO Energy Sales	19,760,321	5,315,184	14,445,137	73%	
Ancillary Services Sales	396,879	96,499	300,380	76%	
	20,329,089	5,447,250	14,881,839	73%	
Net Annual Cost to Participants	\$ 42,238,392	\$ 5,349,181	\$ 36,889,211	87%	

Total Variable Costs	20,061,136	4,209,967	15,851,169
Total Fixed Costs	42,506,345	6,586,464	35,919,881
	<u>\$ 62,567,481</u>	<u>\$ 10,796,431</u>	<u>\$ 51,771,050</u>

Net Cumulative Generation (MWh)	377,711	120,219
Total O&M Cost Per MWh	\$ 158.67	\$ 87.02
Net Annual Cost Per MWh	\$ 111.83	\$ 44.50

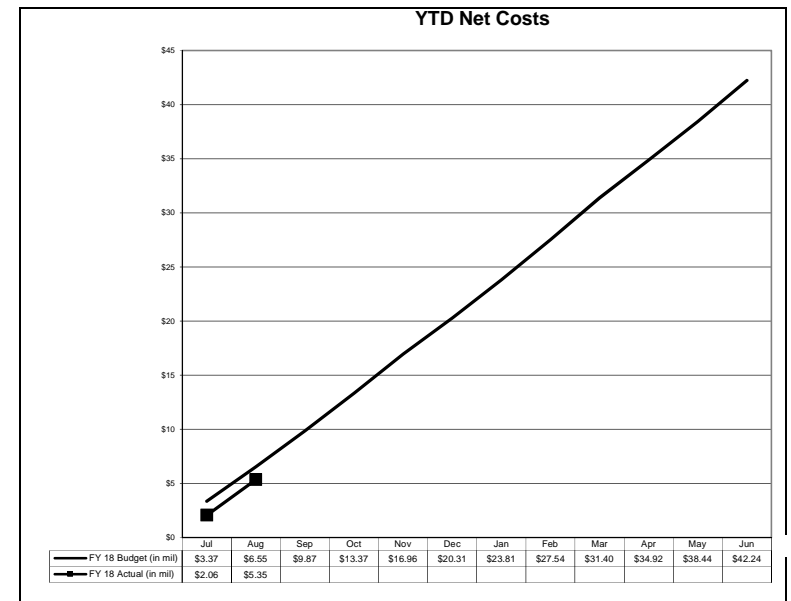
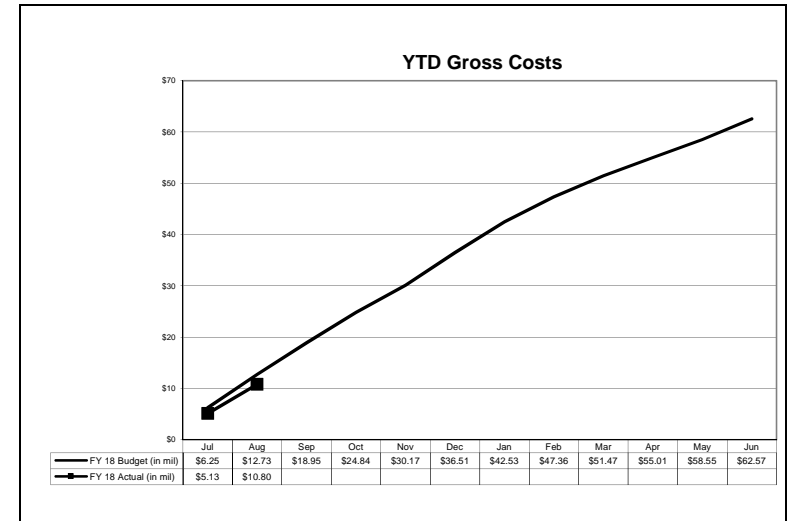
**Footnotes:**

**General** - During the month, there were 7 days when the plant was available but did not run for economic reasons.

**A** - Payments for annual CEC fee and Air Resources Board fee were higher than expected.

**B** - Higher fuel costs due to higher generation and higher natural gas costs per mmBtu.

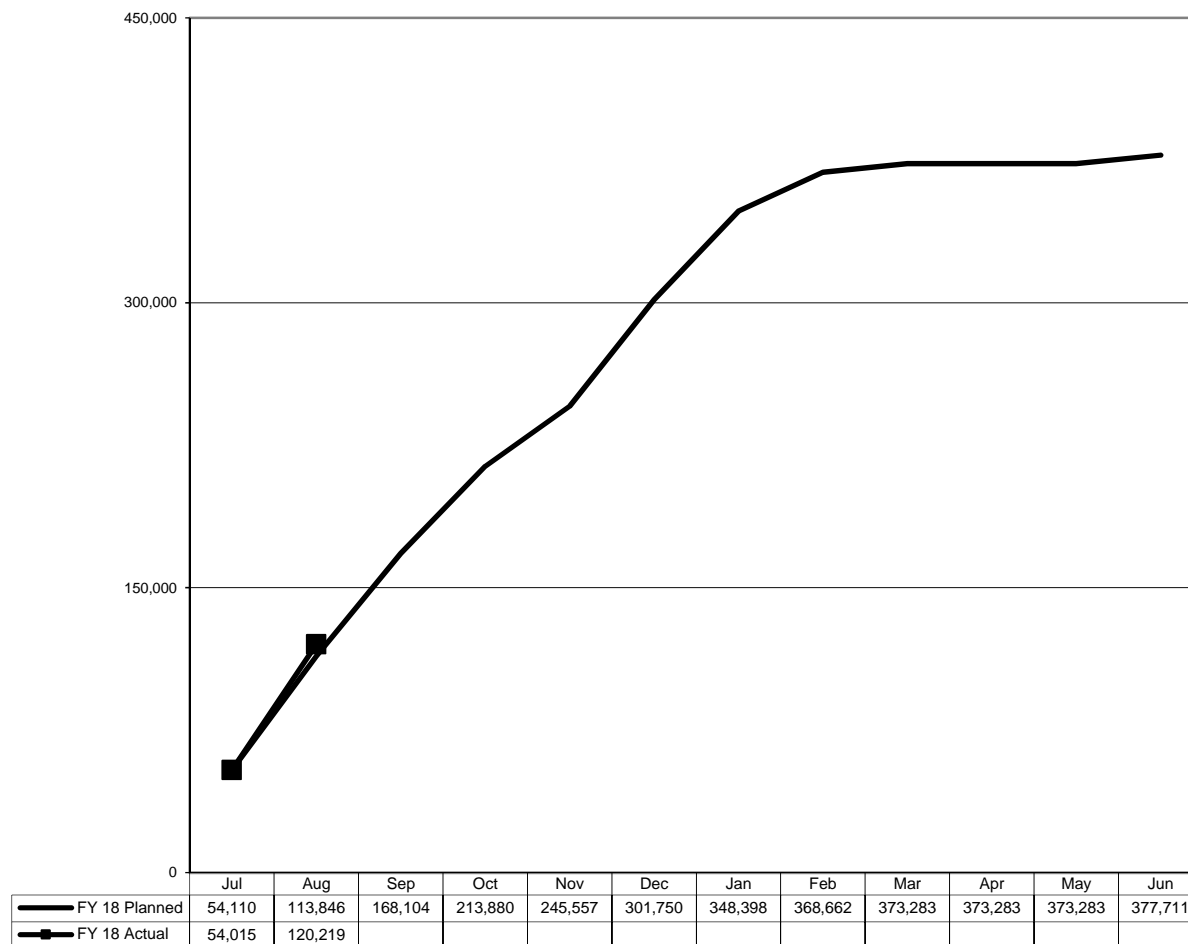
**C** - Higher than budgeted CA ISO costs due to higher than anticipated GMC costs.



**Annual Budget  
LEC Generation Analysis  
Planned vs. Actual  
FY 2018**

In MWh

## Lodi Energy Center





## **Lodi Energy Center Project Participant Committee**

### **LEC Financial Reports**

AGENDA ITEM NO.: 8

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**Date:** October 9, 2017

**To:** Lodi Energy Center Project Participant Committee

**Subject:** September 30, 2017 Financial Reports (Unaudited)

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

		September	
		2017	2016
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$	71,843	\$ 71,311
Interest receivable		113	98
Inventory and supplies - at average cost		2,110,855	1,848,960
Prepaid insurance		104,117	(14,366)
Due from (to) Agency, net		19,750,022	13,546,237
<b>TOTAL CURRENT ASSETS</b>		<b>22,036,950</b>	<b>15,452,240</b>
<b>RESTRICTED ASSETS</b>			
Cash and cash equivalents		1,642,450	7,631,139
Investments		30,419,076	24,213,959
Interest receivable		82,159	53,792
<b>TOTAL RESTRICTED ASSETS</b>		<b>32,143,685</b>	<b>31,898,890</b>
<b>ELECTRIC PLANT</b>			
Electric plant in service		423,668,509	423,558,733
Less: accumulated depreciation		(70,593,652)	(55,985,707)
		353,074,857	367,573,026
Construction work-in-progress		107,024	102,031
<b>TOTAL ELECTRIC PLANT</b>		<b>353,181,881</b>	<b>367,675,057</b>
<b>OTHER ASSETS</b>			
Regulatory assets		22,012,959	19,781,485
<b>TOTAL OTHER ASSETS</b>		<b>22,012,959</b>	<b>19,781,485</b>
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>429,375,475</b>	<b>\$ 434,807,672</b>

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

	September	
	2017	2016
<b>LIABILITIES &amp; NET POSITION</b>		
<b>CURRENT LIABILITIES</b>		
Accounts and retentions payable	\$ 2,542,950	\$ 875,633
Operating reserves	12,879,360	11,782,311
Current portion of long-term debt	10,355,000	9,950,000
Accrued interest payable	5,343,032	5,475,054
<b>TOTAL CURRENT LIABILITIES</b>	<b>31,120,342</b>	<b>28,082,998</b>
<b>NON-CURRENT LIABILITIES</b>		
Operating reserves and other deposits	1,715,973	1,715,387
Long-term debt, net	340,831,702	351,665,435
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>342,547,675</b>	<b>353,380,822</b>
<b>TOTAL LIABILITIES</b>	<b>373,668,017</b>	<b>381,463,820</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	42,049,664	42,946,688
<b>NET POSITION</b>		
Invested in capital assets, net of related debt	(18,041,526)	(15,244,710)
Restricted	13,051,134	15,371,751
Unrestricted	18,648,186	10,270,123
<b>TOTAL NET POSITION</b>	<b>13,657,794</b>	<b>10,397,164</b>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$ 429,375,475</b>	<b>\$ 434,807,672</b>



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

		<b>Three Months Ended September</b>	
		<b>2017</b>	<b>2016</b>
<b>SALES FOR RESALE</b>			
Participants	\$	11,304,702	\$ 10,319,788
Other		13,763,297	6,290,236
<b>TOTAL SALES FOR RESALE</b>		<b>25,067,999</b>	<b>16,610,024</b>
<b>OPERATING EXPENSES</b>			
Operations		7,579,119	4,939,559
Depreciation		3,652,274	3,651,283
Purchased power		1,283,143	621,513
Maintenance		819,733	901,844
Administrative and general		1,193,256	1,084,094
Transmission		372,959	60,197
Intercompany (sales) purchases		40,317	52,664
<b>TOTAL OPERATING EXPENSES</b>		<b>14,940,801</b>	<b>11,311,154</b>
<b>NET OPERATING REVENUES</b>		<b>10,127,198</b>	<b>5,298,870</b>
<b>OTHER REVENUES (EXPENSES)</b>			
Interest expense		(3,900,453)	(3,978,471)
Interest income		194,837	18,973
Other		668,090	5,466,662
<b>TOTAL OTHER REVENUES (EXPENSES)</b>		<b>(3,037,526)</b>	<b>1,507,164</b>
<b>FUTURE RECOVERABLE AMOUNTS</b>		<b>360,505</b>	<b>623,656</b>
<b>REFUNDS TO PARTICIPANTS</b>		<b>(14)</b>	<b>(11)</b>
<b>INCREASE IN NET POSITION</b>		<b>7,450,163</b>	<b>7,429,679</b>
<b>NET POSITION</b>			
Beginning of year		6,207,631	2,967,485
End of period	\$	13,657,794	\$ 10,397,164

**Lodi Energy Center  
FY 2018 Operating Costs  
As of September 30, 2017**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
<b>Routine O&amp;M Costs</b>					
Variable	\$ 1,263,067	\$ 173,630	\$ 1,089,437	86%	<b>A</b>
Fixed	3,336,592	627,422	2,709,170	81%	
Administration	230,934	21,359	209,575	91%	
Mandatory Costs	291,959	182,629	109,330	37%	
<b>Routine O&amp;M Costs without Labor</b>	5,122,552	1,005,040	4,117,512	80%	
<b>Labor</b>	5,051,714	1,082,405	3,969,309	79%	
<b>Total Routine O&amp;M Cost</b>	10,174,266	2,087,445	8,086,821	79%	
<b>Other Costs</b>					
Fuel	14,877,170	6,021,104	8,856,066	60%	<b>B C D</b>
CA ISO Charges	196,309	136,414	59,895	31%	
CA ISO Purchased Energy	3,724,590	1,283,143	2,441,447	66%	
Debt Service	26,416,640	6,604,160	19,812,480	75%	<b>E</b>
Insurance	765,367	-	765,367	100%	
Other Costs	54,826	19,616	35,210	64%	
Generation Services Shared	359,388	60,317	299,071	83%	
Administrative & General (Allocated)	1,883,356	408,402	1,474,954	78%	
<b>Power Management Allocated Costs</b>	1,479,117	369,779	1,109,338	75%	
<b>Total O&amp;M Cost</b>	59,931,029	16,990,380	42,940,649	72%	
<b>Projects</b>					
Operations & Maintenance	63,652	5,260	58,392	92%	
Capital	560,000	-	560,000	100%	
Maintenance Reserve	2,012,800	503,200	1,509,600	75%	
<b>Total Projects</b>	2,636,452	508,460	2,127,992	81%	
<b>Annual Cost</b>	62,567,481	17,498,840	45,068,641	72%	
<b>Less: Third Party Revenue</b>					
Interest Income	171,889	35,249	136,640	79%	
ISO Energy Sales	19,760,321	13,534,481	6,225,840	32%	
Ancillary Services Sales	396,879	228,816	168,063	42%	
	20,329,089	13,798,939	6,530,150	32%	
<b>Net Annual Cost to Participants</b>	\$ 42,238,392	\$ 3,699,901	\$ 38,538,491	91%	

<b>Total Variable Costs</b>	20,061,136	7,614,291	12,446,845
<b>Total Fixed Costs</b>	42,506,345	9,884,549	32,621,796
	<u>\$ 62,567,481</u>	<u>\$ 17,498,840</u>	<u>\$ 45,068,641</u>

<b>Net Cumulative Generation (MWh)</b>	377,711	213,843
<b>Total O&amp;M Cost Per MWh</b>	\$ 158.67	\$ 79.45
<b>Net Annual Cost Per MWh</b>	\$ 111.83	\$ 17.30

**Footnotes:**

**General** - During the month, there were 4 days when the plant was available but did not run for economic reasons.  
September A&G allocation and generation services allocation are estimated.

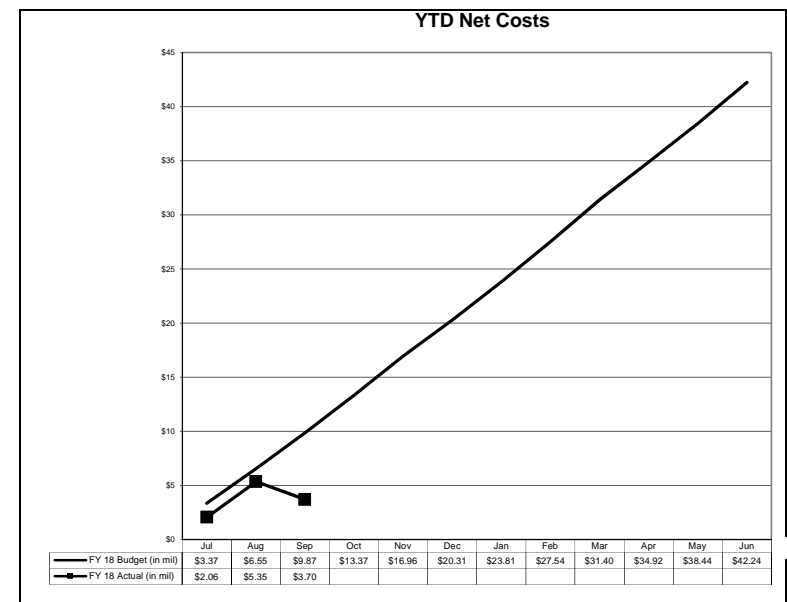
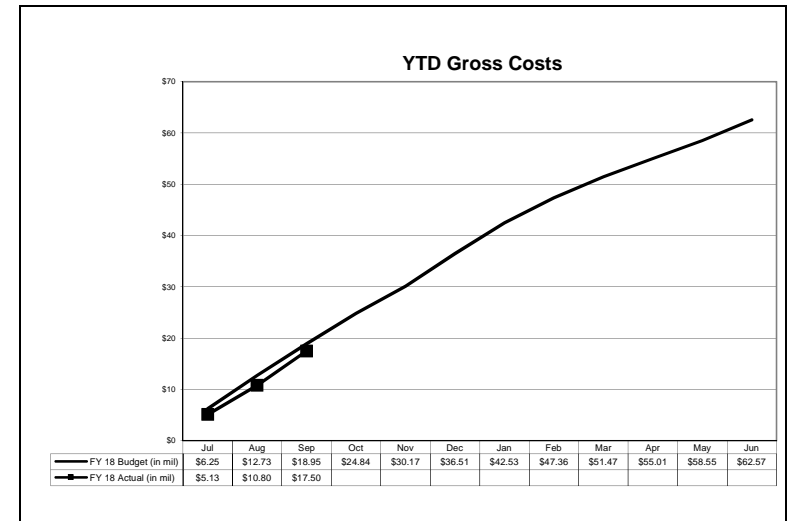
**A** - Payments for annual CEC fee and Air Resources Board fee were higher than expected.

**B** - Higher fuel costs due to higher generation and higher natural gas costs per mmBtu.

**C** - Higher than budgeted CA ISO costs due to higher than anticipated GMC costs.

**D** - Higher than budgeted costs due to CA ISO real time settlement resulting in additional market purchases by NCPA and for Participants purchasing energy from CA ISO using LEC as the SC.

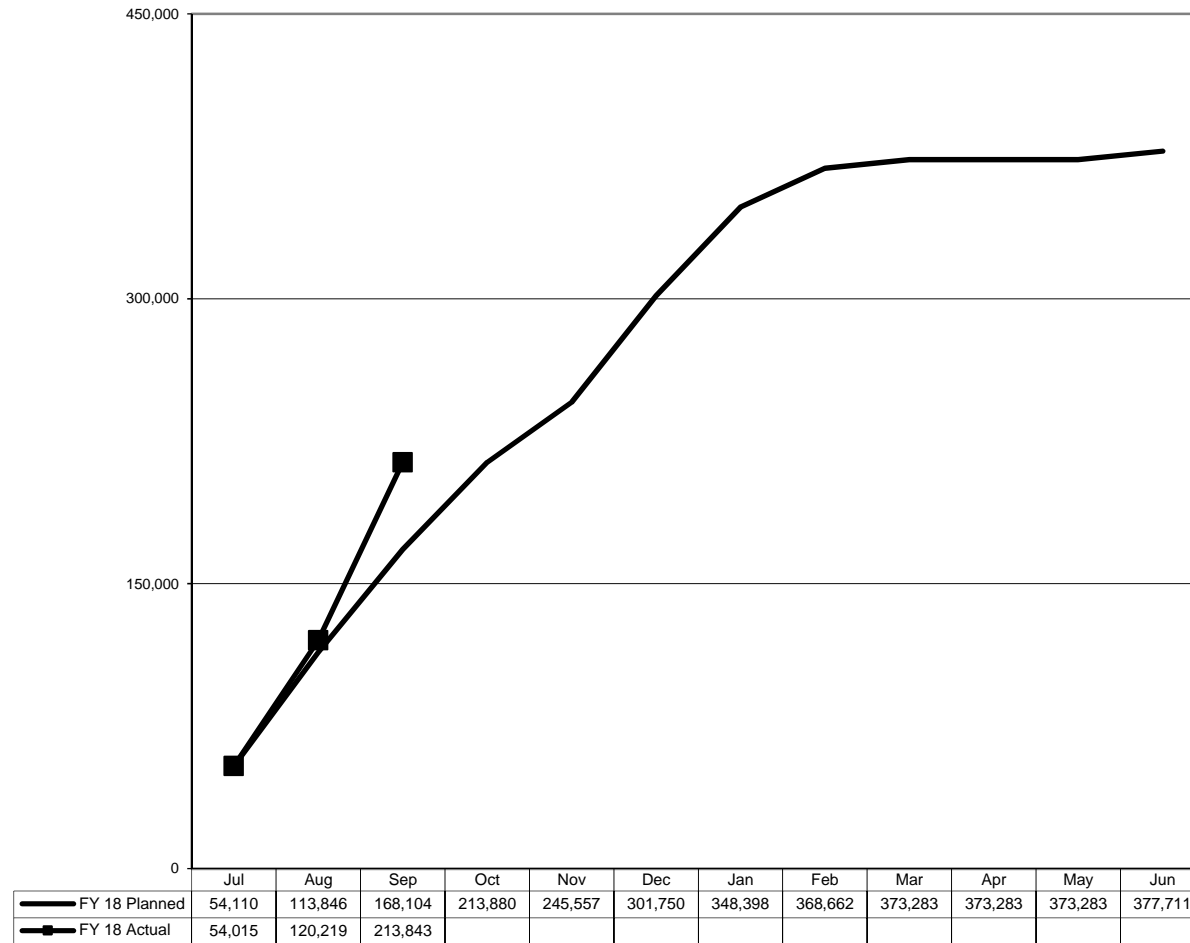
**E** - Annual trustee fees paid and overall costs expected to levelize for remainder of fiscal year.



**Annual Budget  
LEC Generation Analysis  
Planned vs. Actual  
FY 2018**

In MWh

## Lodi Energy Center





## **Lodi Energy Center Project Participant Committee**

### **LEC GHG Reports**

AGENDA ITEM NO.: 9

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**Date:** October 3, 2017

**To:** Lodi Energy Center Project Participant Committee

**Subject:** GHG Reports (excerpted from monthly ARB)

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2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center														
	Actual													Compliance Year 2013
IDENTIFIER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
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
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
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	
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
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
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	0	0	46,290	460,633
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
NCPA Compliance Instrument Purchases (for LEC)														
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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	
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	507,633
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	461,343	461,343	507,633	507,633
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(91,142)	(51,315)	(45,427)	(45,427)

	2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center												
	Actual												Compliance Year 2014
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY		SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
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
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	372,826	759,691	9,266,969
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)												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
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
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916
Total Monthly Activity (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Cumulative MT Account Balance [MTA] (MT)	609,980	659,980	708,046	733,046	734,336	872,784	872,784	872,784	886,370	936,890	898,324	898,674	898,674
MTA Shortfall (MT)	(96,416)	(87,447)	(89,167)	(93,052)	(66,708)	(185,098)	(139,942)	(113,158)	(59,204)	(35,709)	(115,939)	(75,119)	(75,119)

	2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center												
	Actual												Compliance Year 2015
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
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
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
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													
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
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	646,426	697,171	697,171
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	771,709	0	771,709
Total Monthly Activity (MT)	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
Cumulative MT Account Balance [MTA] (MT)	940,016	940,266	1,190,366	1,205,366	1,291,366	1,398,693	1,502,693	1,502,693	1,502,693	1,560,894	789,560	789,760	789,760
MTA Shortfall (MT)	(42,612)	15,061	(164,923)	(111,415)	(162,552)	(215,405)	(279,441)	(227,025)	(176,960)	(171,961)	(143,134)	(92,589)	(92,589)

	2016 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center												
	Actual												Compliance Year 2016
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
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
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
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													
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
Cumulative MT Obligation (MT)	734,684	745,162	781,753	800,074	801,572	827,787	857,334	870,004	880,402	888,973	897,545	909,099	909,099
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	211,481	0	2,500	31,000	0	41,000	0	56,600	0	0	0	0	342,581
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	211,481	0	2,500	31,000	0	41,000	0	56,600	0	0	0	0	342,581
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Monthly Activity (MT)	211,481	0	2,500	31,000	0	41,000	0	56,600	0	0	0	0	342,581
Cumulative MT Account Balance [MTA] (MT)	1,001,241	1,001,241	998,741	967,741	967,741	926,741	926,741	983,341	983,341	983,341	983,341	983,341	983,341
MTA Shortfall (MT)	(266,557)	(256,079)	(216,988)	(167,667)	(166,169)	(98,954)	(69,407)	(113,337)	(102,939)	(94,368)	(85,796)	(74,242)	(74,242)



	2017 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center														
	Actual							Estimated	Estimated	Estimated	Estimated	Estimated	Compliance Year 2017	Cumulative Totals	
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Source
Energy (MWh)	38,917	15,337	7,086	0	3,436	35,997	54,015	57,141	36,500	32,430	29,306	40,992	351,156	713,212	Forecast/Meter
Gas Schedule (MMBtu)	301,781	115,019	59,077	0	29,558	266,056	403,302	411,415	262,803	233,494	211,002	295,145	2,588,651	5,170,162	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	22,202	14,182	12,600	11,387	15,927	139,697	1,959,421	derived
Cumulative MT Obligation (MT)	925,385	931,592	934,780	934,780	936,375	950,733	972,497	994,699	1,008,881	1,021,482	1,032,868	1,048,796	1,048,796	3,940,827	derived
Compliance Instrument Participant Transfers (to LEC)															
Auction Allowances	0	0	5,000	0	0	0	0	0	0	0	0	0	5,000	2,000,966	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	0	0	0	0	5,000	2,000,966	
														0	
NCPA Compliance Instrument Purchases (for LEC)														0	
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	0	0	0	910,625	CITSS
Total Monthly Activity (MT)	0	0	5,000	0	0	0	0	0	0	0	0	0	5,000	76,787	derived
Cumulative MT Account Balance [MTA] (MT)	983,341	983,341	978,341	978,341	978,341	978,341	978,341	978,341	978,341	978,341	978,341	978,341	978,341	978,341	derived
MTA Shortfall (MT)	(57,956)	(51,749)	(43,561)	(43,561)	(41,966)	(27,608)	(5,844)	16,358	30,540	43,141	54,527	70,455	70,455		derived

Forecast has been updated through December 2017

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative)  
September 2017

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)	26,653	117,502	2,564	325,441	18,794	15,718	89,903	19,428	102,512	7,516	25,525	246,370	19,566	1,017,493		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	29,969	125,109	3,643	333,572	25,194	20,383	116,691	32,078	114,878	7,782	28,609	274,215	23,490	1,135,613		derived
MTA Shortfall (MT)	(3,317)	(7,607)	(1,079)	(8,131)	(6,400)	(4,665)	(26,788)	(12,650)	(12,366)	(265)	(3,083)	(27,845)	(3,924)	(118,120)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	14.70	14.70	14.70	14.70	14.70	14.70	14.70	14.70	14.70	14.70	14.70	14.70	14.70	14.70	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	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**

### **LEC GHG Reports**

AGENDA ITEM NO.: 9

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**Date:** October 3, 2017

**To:** Lodi Energy Center Project Participant Committee

**Subject:** GHG Reports (excerpted from monthly ARB)

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2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center														
IDENTIFIER	Actual													Compliance Year 2013
	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
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
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
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	0.054
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
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
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
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	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
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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	
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
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
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)

2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center													
	Actual												Compliance Year 2014
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
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
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	372,826	759,691	9,266,969
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	0.054
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
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
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
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
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
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916
Total Monthly Activity (MT)	102,347	40,000	48,066	25,000	1,290	163,248	0	0	13,586	50,520	80,350	350	524,757
Cumulative MT Account Balance [MTA] (MT)	647,480	687,480	735,546	760,546	761,836	925,084	925,084	925,084	938,670	989,190	930,624	930,974	930,974
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)

2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center													
	Actual												Compliance Year 2015
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
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
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
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													
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
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
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
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
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
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	824,595	0	824,595
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
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
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)

2016 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center													
	Actual												Compliance Year 2016
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
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
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
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													
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
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
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
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
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
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	193,975	0	193,975
Total Monthly Activity (MT)	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581
Cumulative MT Account Balance [MTA] (MT)	928,676	928,676	926,176	895,176	895,176	840,176	840,176	896,776	896,776	896,776	1,090,751	1,090,751	1,090,751
MTA Shortfall (MT)	(246,878)	(236,400)	(197,309)	(147,988)	(146,490)	(65,275)	(35,728)	(79,658)	(69,260)	(60,689)	(440,067)	(428,513)	(428,513)

2017 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center													
	Actual								Estimated	Estimated	Estimated	Estimated	Compliance Year 2017
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	38,917	15,337	7,086	0	3,436	35,997	54,015	66,209	36,500	43,741	38,642	53,765	393,644
Gas Schedule (MMBtu)	301,781	115,019	59,077	0	29,558	266,056	403,302	464,997	262,803	314,935	278,222	387,108	2,882,858
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													
Monthly MT Emissions (MT)	16,286	6,207	3,188	0	1,595	14,358	21,764	25,094	14,182	16,995	15,014	20,890	155,573
Cumulative MT Obligation (MT)	678,524	684,731	687,919	687,919	689,514	703,872	725,636	750,729	764,912	781,907	796,921	817,812	817,812
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	0	0	5,000	0	0	0	0	0	0	0	0	0	5,000
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	0	0	5,000	0	0	0	0	0	0	0	0	0	5,000
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Monthly Activity (MT)	0	0	5,000	0	0	0	0	0	0	0	0	0	5,000
Cumulative MT Account Balance [MTA] (MT)	1,090,751	1,090,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751
MTA Shortfall (MT)	(412,227)	(406,020)	(407,832)	(407,832)	(406,237)	(391,879)	(370,115)	(345,022)	(330,839)	(313,844)	(298,830)	(277,939)	(277,939)



2018 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center										
IDENTIFIER	Estimated						Compliance Year 2018	Cumulative Totals	Charge Code	Source
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Total		
Energy (MWh)	54,871	35,904	23,139	21,004	34,796	27,696	197,410	5,338,244		Forecast/Meter
Gas Schedule (MMBtu)	395,071	258,509	166,601	151,229	250,531	199,411	1,421,352	38,019,863		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054		0		MARS
HVAC/Water Heater (MT)								0		
Monthly MT Emissions (MT)	21,320	13,950	8,991	8,161	13,520	10,761	76,703	2,052,001		derived
Cumulative MT Obligation (MT)	818,241	832,192	841,182	849,343	862,863	873,625	873,625	4,283,720		derived
Compliance Instrument Participant Transfers (to LEC)										
Auction Allowances	0	0	0	0	0	0	0	1,995,287		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	0	0	0	0	0	0	0	1,995,287		
NCPA Compliance Instrument Purchases (for LEC)										
Auction Purchases	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	1,157,486		CITSS
Total Monthly Activity (MT)	0	0	0	0	0	0	0	2,042,287		derived
Cumulative MT Account Balance [MTA] (MT)	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751		derived
MTA Shortfall (MT)	(277,510)	(263,559)	(254,569)	(246,408)	(232,888)	(222,126)	(222,126)		MTA SHORTFALL	derived

Forecast has been updated through June 2018

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) October 2017																
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)	21,812	51,677	2,098	267,224	15,381	12,864	73,105	15,872	83,893	6,150	20,889	201,622	13,982	786,569		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	24,574	57,972	3,124	268,693	21,390	17,202	98,003	28,117	94,128	6,260	23,442	224,346	17,551	884,802		derived
MTA Shortfall (MT)	(2,763)	(6,294)	(1,026)	(1,469)	(6,010)	(4,338)	(24,898)	(12,245)	(10,235)	(109)	(2,553)	(22,724)	(3,569)	(98,233)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	15.53	15.53	15.53	15.53	15.53	15.53	15.53	15.53	15.53	15.53	15.53	15.53	15.53	15.53	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	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

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**Date:** September 27, 2017

**Meeting Date:** October 9, 2017

**To:** Lodi Energy Center Project Participant Committee

**Subject:** TRB and Associates – First Amendment to Five Year Multi-Task Consulting Services Agreement; Applicable to the following projects: All NCPA Generation Plant Facilities.

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### Proposal

Approve the First Amendment to five year Multi-Task Consulting Services Agreement with TRB and Associates for consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all NCPA generation plant facilities.

### Background

Provide consulting services, including construction inspections and engineering reviews, at the NCPA plant generation facilities. NCPA entered into a Five Year Multi-Task Consulting Services Agreement with TRB and Associates effective June 1, 2015 for an amount not to exceed \$200,000. The Agency has utilized this vendor more often than originally estimated and the agreement has run low on funds. This amendment will increase the not to exceed amount from \$200,000 to \$500,000. This agreement will be for use at all NCPA generation plant facilities.

### Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. Bids are 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 \$500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

### 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: (2)

- Multi-Task Consulting Services Agreement with TRB and Associates
- First Amendment to Multi-Task General Services Agreement with TRB and Associates.



**MULTI-TASK  
CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
TRB AND ASSOCIATES**

This agreement for consulting services ("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 TRB and Associates, a California corporation with its office located at 3180 Crow Canyon Place, Suite 216, San Ramon, CA 94583 ("Consultant") (together sometimes referred to as the "Parties") as of 6/11, 2015 ("Effective Date") in Roseville, California.

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

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, at any time during the term of this Agreement, requests the reassignment of any such personnel for cause, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed.

**Section 2. COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED TWO HUNDRED THOUSAND dollars (\$200,000.00)** for the Services, which shall include all fees, costs, expenses and other reimbursables (the "Estimate"), as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable

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

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

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

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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$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.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use, on or off Agency premises, of any vehicle (symbol 1), whether or not owned by the Consultant, or, only if Consultant has no owned autos, of any hired and non-owned autos (symbols 8 and 9). 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.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim.

#### **4.4 All Policies Requirements.**

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

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

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

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

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

#### **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

**5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. Agency shall first look to Consultant's insurance policy and exhaust all available insurance proceeds prior to requiring Consultant to indemnify and hold harmless. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.



- 5.2**     **Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability incurred by Agency that arise out of, pertain to, or relate to such claims ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

Notwithstanding any other provision of this Agreement, in no event shall Consultant bear consequential damages, losses, expenses, costs or liabilities.

**Section 6.**     **STATUS OF CONSULTANT.**

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

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

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

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

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

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Work Requiring Payment of Prevailing Wages.** If applicable, in accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

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

In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may

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condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof.

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
  - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
  - 8.4.4** Charge Consultant the difference between the costs Agency reasonably incurs to engage another California Energy Commission-approved service provider comparable to Consultant to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services. However, in no event shall Consultant be obligated to pay a difference greater than five percent (5%) of the Estimate.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents, except as required by law and pursuant to the process described in Section 9.4.3 of this Agreement.

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

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

**9.4 Confidential Information and Disclosure.**

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

**9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in 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:

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

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

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

**9.4.4** **Handling of Confidential Information.** Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, 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, except as permitted under Section 9.4.3.

## **Section 10 MISCELLANEOUS PROVISIONS.**

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

**10.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

**10.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

**10.7 Contract Administrator.** This Agreement shall be administered by 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

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

Todd Bailey  
TRB and Associates  
3180 Crow Canyon Place, Suite 216  
San Ramon, CA 94583

With a copy to:

Michael Krueger  
Bowles & Verna LLP  
2121 North California Blvd., Suite 875  
Walnut Creek, CA 94596

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:

Michael F. Dean  
General Counsel  
Northern California Power Agency  
Meyers Nave  
555 Capitol Mall, Suite 1200  
Sacramento, CA 95814

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

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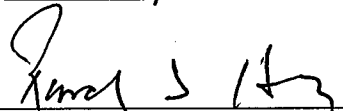
Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's Proposal, the Exhibits shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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

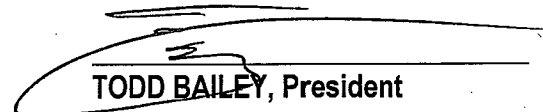
NORTHERN CALIFORNIA POWER AGENCY

Date 6/1/15


  
RANDY S. HOWARD, General Manager

TRB AND ASSOCIATES

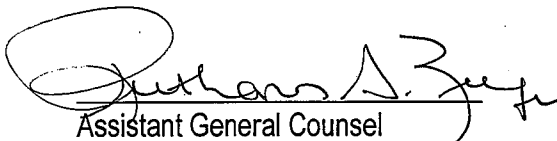
Date MAY 18, 2015

  
TODD BAILEY, President

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Assistant General Counsel

2417337.8

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Multi-Task Consulting Services Agreement between  
Northern California Power Agency and TRB and Associates.

6/25/12  
1926712.1



## **EXHIBIT A**

### **SCOPE OF SERVICES**

TRB and Associates ("Consultant") shall provide consulting services as requested by the Northern California Power Agency ("Agency").

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

- Plan Review
- Construction Inspections
- Engineering Review
- Special Inspector Qualifications to Verify Conformance

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

#### Schedule of Hourly Rates and Reimbursables

<u>Position</u>	<u>Rate</u>
Principal/ Project Manager	\$175.00
Building Official	\$165.00
Senior Plan Review Engineer/Architect	\$165.00
Plan Review Engineer/Architect	\$150.00
Senior Plans Examiner	\$145.00
Plans Examiner	\$135.00
Permit Coordinator	\$ 85.00
Clerical/Admin	\$ 65.00
Civil Project Engineer	\$165.00
Civil Senior Engineer	\$155.00
Civil Associate Engineer	\$135.00
Health Safety Engineer	\$150.00
Building Inspection Task Leader	\$165.00
Supervising Inspector	\$145.00
Senior Inspector	\$125.00
Inspector	\$115.00

\*Overtime will be billed at the rates shown above plus an additional 25 percent (Note that no overtime will be charged without client authorization)

- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus fifteen (15) percent.
- Reimbursement for employee-owned vehicles used in connection with the work will be at the rate of \$0.60 per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

Rates are in effect until December 31, 2015. At least thirty (30) days prior to that date, Consultant may request, in writing, to pass through any changes to Agency.

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

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EXHIBIT C  
CERTIFICATION

Affidavit of Compliance for Consultants

I, TODD BAILEY, PRESIDENT

(Name of person signing affidavit)(Title)

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

TRB AND ASSOCIATES

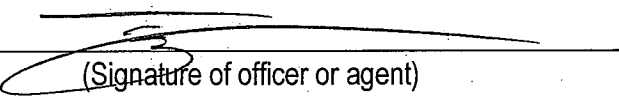
(Company name)

for contract work at

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

(Project name and location)

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

  
(Signature of officer or agent)

Dated this 18<sup>TH</sup> day of MAY, 20 15.

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.

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## FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND TRB AND ASSOCIATES

This First Amendment ("Amendment") to Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and TRB and Associates ("Consultant") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2017.

WHEREAS, the Parties entered into a five year Multi-Task Consulting Services Agreement dated effective June 1, 2015, (the "Agreement") for TRB and Associates to provide consulting services (Plan Review, Construction Inspections, Engineering Review and Special Inspector Qualifications to Verify Conformance) services at all NCPA facilities; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$200,000 to a 'NOT TO EXCEED' amount of \$500,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 2—Compensation** of the Agreement is amended and restated to read as follows:

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000) 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.

The remainder of Section 2 of the Agreement is unchanged.

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

**SIGNATURES ON FOLLOWING PAGE**

Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

\_\_\_\_\_  
RANDY S. HOWARD, General Manager

Date: \_\_\_\_\_

TRB AND ASSOCIATES

\_\_\_\_\_  
TODD BAILEY, President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT B

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$500,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

### Schedule of Hourly Rates and Reimbursables

<u>Position</u>	<u>Rate</u>
Principal/ Project Manager	\$175.00
Building Official	\$165.00
Senior Plan Review Engineer/Architect	\$165.00
Plan Review Engineer/Architect	\$150.00
Senior Plans Examiner	\$145.00
Plans Examiner	\$135.00
Permit Coordinator	\$ 85.00
Clerical/Admin	\$ 65.00
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Civil Senior Engineer	\$155.00
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Health Safety Engineer	\$150.00
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Inspector	\$115.00

\*Overtime will be billed at the rates shown above plus an additional 25 percent (Note that no overtime will be charged without client authorization)

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Rates are in effect until December 31, 2017. At least thirty (30) days prior to that date, Consultant may request, in writing, to pass through any changes to Agency.

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