



12745 N. Thornton Road  
Lodi, CA 95242

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

## LEC PPC Agenda

---

**Date:** November 8, 2021

**Subject:** November 15, 2021 Lodi Energy Center Project Participant Committee Meeting

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

**Time:** 10:00 AM

---

\*\*\*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.

.....

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 1002 Cooper Ave Glenwood Springs, CO 81601
CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702	CITY OF LODI 1331 South Ham Lane Lodi, CA 95242	CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482

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

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

**1. Review Safety Procedures**

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

**PUBLIC FORUM**

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

**3. Meeting Minutes – Approval of October 11, 2021 Regular Meeting Minutes**

**MONTHLY REPORTS**

**4. Operational Report for October 2021 – (Rafael Santana)**

**5. Market Data Report for October 2021 – Verbal Report (Michael Maltese)**

**6. Monthly Asset Report for September 2021 – (Michael DeBortoli)**

**7. Bidding Strategies Report – Verbal Report and update regarding bidding strategies and regulation down revenues (Jesse Shields/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.

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

**9. Financial Report for September 2021 – Approve by all Participants**

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

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

- 11. Contra Costa Electric, Inc. First Amendment to MTGSA** – Staff is seeking a recommendation for approval of the First Amendment to the five-year Multi-Task General Services Agreement with Contra Costa Electric, Inc. for electrical maintenance services, increasing the not-to-exceed amount to \$1,500,000, with no other changes to the contract terms, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 12. Airgas Specialty Products, Inc. MTEMS** – Staff is seeking a recommendation for approval of the five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc. for chemical purchases, with a not-to-exceed of \$1,000,000, for use at all facilities owned and/or operated by NCPA.
- 13. FY2021 Annual Billing Settlements** – Staff is seeking a recommendation for approval of the FY2021 Annual Billing Settlements for the period of July 1, 2020 through June 30, 2021.

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

### **BUSINESS ACTION ITEMS**

None.

### **INFORMATIONAL/ DISCUSSION ITEMS**

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

### **ADJOURNMENT**

Next Regular Meeting: December 6, 2021 at 10:00 AM.

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



651 Commerce Drive  
Roseville, CA 95678

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

# LEC PPC Meeting Minutes

**Date:** October 11, 2021

**Time:** 10:00am

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

**Subject:** Lodi Energy Center Project Participant Committee Meeting

## 1. Review Safety Procedures

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

## 2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:03 am by Chairman Basil Wong. He asked that roll be called for the Project Participants as listed below. Note: PWRPA arrived later in the meeting, and was not present to vote on the Meeting Minutes.

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



Meeting Date:

October 11, 2021

**Public Forum**

Chairman Wong asked if any members of the public were on the phone who would like to address the PPC on any agenda items or on any item within the jurisdiction of the LEC PPC and not listed on the agenda. No members of the public were present.

**3. Meeting Minutes**

The draft minutes from the September 13, 2021 meeting were considered. The LEC PPC considered the following motion:

**Date:** 10/11/2021

**Motion:** The PPC approves the minutes from the September 13, 2021 regular LEC PPC meeting.

**Moved by:**

**CDWR**

**Seconded by:**

**Lodi**

**Discussion:** There was no further discussion

<b>Vote Summary on Motion</b>		
<b>Participant</b>	<b>Vote</b>	<b>Particulars / GES</b>
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Absent	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	7	84.4822%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	15.5178%
<b>Result:</b>	<b>Motion Passes</b>	

## **MONTHLY REPORTS**

### **4. Operational Reports for September 2021**

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

The operational report reflected monthly production of 199,045 MWH, 720 service hours, and equivalent operating availability of 100%. The report set for the Capacity Factor @ 302MW Pmax of 91.5%. There were 0 hot starts, 0 warm starts, and 0 cold starts during the month.

### **5. Market Data Report for September 2021**

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

### **6. Monthly Asset Report**

Michael DeBortoli presented the monthly asset report for August 2021. Michael mentioned the revenues were not as strong in 2021 than previous years in August. Expenses were up with more run time. The budget is in line with expectations for August 2021.

### **7. Bidding Strategies Report**

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

### **Consent Calendar (Items 8-15)**

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

**Date:** 10/11/2021

**Motion:** The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for August 2021; **9.** Financial Report for August 2021; **10.**

GHG Reports (excerpted from the Monthly ARB); **11.** ACCO Engineered Systems Inc. First Amendment to MTGSA for HVAC maintenance services, extending the contract expiration date to January 21, 2022, for continued use at all NCPA facilities and Members/SCPPA; **12.** CH2M Hill Engineers, Inc. First Amendment to MTPSA for compliance support services including biological monitoring, increasing the not to exceed from \$200,000 to \$500,000, for continued use at all NCPA facilities and Members/SCPPA; **13.** Black & Veatch Corporation Second Amendment to MTPSA for consulting services related to project support and plant operations, extending the contract expiration date to January 31, 2022, for continued use at all NCPA facilities and Members/SCPPA; **14.** Evoqua Water Technologies, LLC First Amendment to MTGSA for modifying Sections 12.2, 12.2, and Exhibit B of the original agreement, for continued use at all NCPA facilities and Members/SCPPA; **15.** Hometown Connections, Inc. First Amendment to MTCSA for various consulting related tasks, increasing the not to exceed amount from \$250,000 to \$1,000,000, for continued use at all NCPA facilities and Members/SCPPA.

**Moved by:**  
**Seconded by:**

**Lodi**  
**SVP**

Discussion: There was no further discussion.

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

## **BUSINESS ACTION ITEMS**

### **16. 2022 Major Insurance Renewal**

Monty Hanks presented an update on the insurance renewal for FY2022. Monty reviewed the goals, the long-term strategy and the new insurance markets with the Committee. Alan Pearson from FM Global presented an overview on their insurance company's approach to the markets. Monty asked for approval in advance for the General Manager to negotiate coverage not to exceed \$1,201,671 for the Lodi Energy Center. Monty will provide an update at the next LEC PPC meeting on November 15, 2021. We will have a special PPC meeting if the insurance rates exceed this amount. The LEC PPC considered the following motion:

<b>Date:</b>	10/11/2021		
<b>Motion:</b>	The PPC approves the 2022 Major Insurance renewals as presented by NCPA Staff. Staff requests the LEC PPC recommend the Commission delegate authority to the General Manager to negotiate and bind Property and Casualty coverage amounts as presented (or better) and a not-to-exceed proposed premiums of \$1,201,671 for the LEC.  \$3,700,000 for Property (\$2,690,890 NCPA, \$1,001,671 LEC) \$2,000,000 for Casualty (\$1,800,000 NCPA, \$200,000 LEC)		
<b>Moved by:</b>		<b>MID</b>	
<b>Seconded by:</b>		<b>CDWR</b>	
<b>Discussion:</b>	There was no further discussion.		
	<b>Vote Summary on Motion</b>		
	<b>Participant</b>	<b>Vote</b>	<b>Particulars / GES</b>
	Azusa	Yes	2.7857%
	BART	Absent	6.6000%
	Biggs	Yes	0.2679%
	CDWR	Yes	33.5000%
	Gridley	Absent	1.9643%
	Healdsburg	Absent	1.6428%
	Lodi	Yes	9.5000%
	Lompoc	Absent	2.0357%
	Modesto	Yes	10.7143%
	Plumas-Sierra	Absent	0.7857%
	PWRPA	Yes	2.6679%
	Silicon Valley Power	Yes	25.7500%
	Ukiah	Absent	1.7857%
	<b>Vote Summary</b>		
	Total Ayes	7	85.1858%

		Total Noes	0	0.0000%
		Total Abstain	0	0.0000%
		Total Absent	6	14.8142%
		Result:	Motion Passes	

## **INFORMATIONAL ITEMS**

### **17. FY2021 Annual Billing Settlements Review**

Sondra Ainsworth presented information on the FY2021 annual billing statement results. The preliminary results indicate a deficit. The Committee was presented with details to O&M, Labor, Other Costs and Projects. Sondra shared projected misc. December invoicing amounts for all LEC participants. Sondra shared the next steps with the Committee. Accounting will bring this back for approval at the November 15th LEC PPC Meeting. It will then be presented for approval at the December 2nd Commission Meeting.

### **18. Additional Operational Updates**

Michael DeBortoli informed the Committee about the backlog of cargo ships in the Los Angeles Port, which are delaying shipments. All supplies for the Major outage are expected to deliver before the March 1, 2022 outage.

### **Adjournment**

The next regular meeting of the PPC is scheduled for Monday, November 15, 2021 at 10:00am.

The meeting was adjourned at 11:51 am.

Submitted by: Melissa Conrad

# **Lodi Energy Center Project Participant Committee**

## **Operational Report**

**Agenda Item No.: 4**

---

**Date:** 11/15/2021

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

---

### **Safety**

- OSHA Recordable: 0 Accidents.

### **Notice of Violations**

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

### **Outage Summaries:**

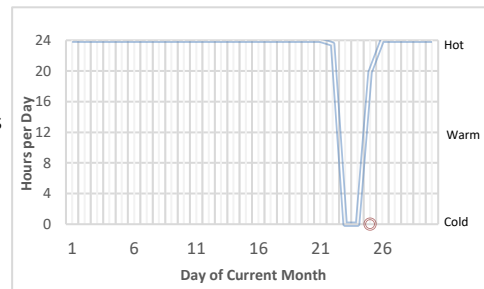
- 10/23 @ 00:00 - 10/24 @23:59; CT intake air filter replacement; OMS 10884486

### **Planned Outage Summaries:**

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

**Generating Unit Statistics:****Date:** 10/1/2021

1. Monthly Production	189,958	MWh
2. Productivity Factor		
a. Service Hours	691	Hours
b. Service Factor	92.9%	%
c. Capacity Factor @ 302MW Pmax	84.5	%
3. Equivalent Operating Availability (EOA)	93.2	%
4. Forced Outage Rate (FOR)	6.9	%



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

MW Range	PMOA HR BTU/kW-Hr	Average HR BTU/kW-Hr	Deviation %	Production MWh	Cost \$
Seg. 1 296 +	6850	6,943	1.36%	9,255	\$3,439
Seg. 2 284 - 296	6870	6,951	1.17%	86,698	\$27,927
Seg. 3 275 - 284	6971	6,955	-0.23%	36,936	-\$2,365
Seg. 4 250 - 275	7081	6,964	-1.66%	34,029	-\$15,953
Seg. 5 225 - 250	7130	6,999	-1.84%	13,184	-\$6,920
Seg. 6 200 - 225	7200	7,099	-1.41%	4,567	-\$1,850
Seg. 7 175 - 225	7450	7,285	-2.22%	1,835	-\$1,212
Seg. 8 165 - 175	7760	7,540	-2.83%	42	-\$36
	7,164	7,092	-1.70%	186,545	\$3,030

## 6. AGC Control Deviation

MW Range	High Dev MWh	Low Dev MWh	Total Dev MWh	Cost \$
Seg. 1 296 +	0	0	0	\$0
Seg. 2 284 - 296	0	-4	4	\$106
Seg. 3 275 - 284	0	-2	2	\$56
Seg. 4 250 - 275	1	-1	1	\$37
Seg. 5 225 - 250	0	0	1	\$26
Seg. 6 200 - 225	0	0	0	\$12
Seg. 7 175 - 225	0	0	0	\$0
Seg. 8 165 - 175	0	0	0	\$0
	2	-7	8	\$236

## 7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	0	2
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	0	0	240
Start Time Deviation (%)	0%	0%	20%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,300	0	3,324
Fuel Deviation (%)	0%	0%	-5%
Costs of Fuel Deviations (\$)	\$0	\$0	-\$1,409







# **LEC PPC Meeting**

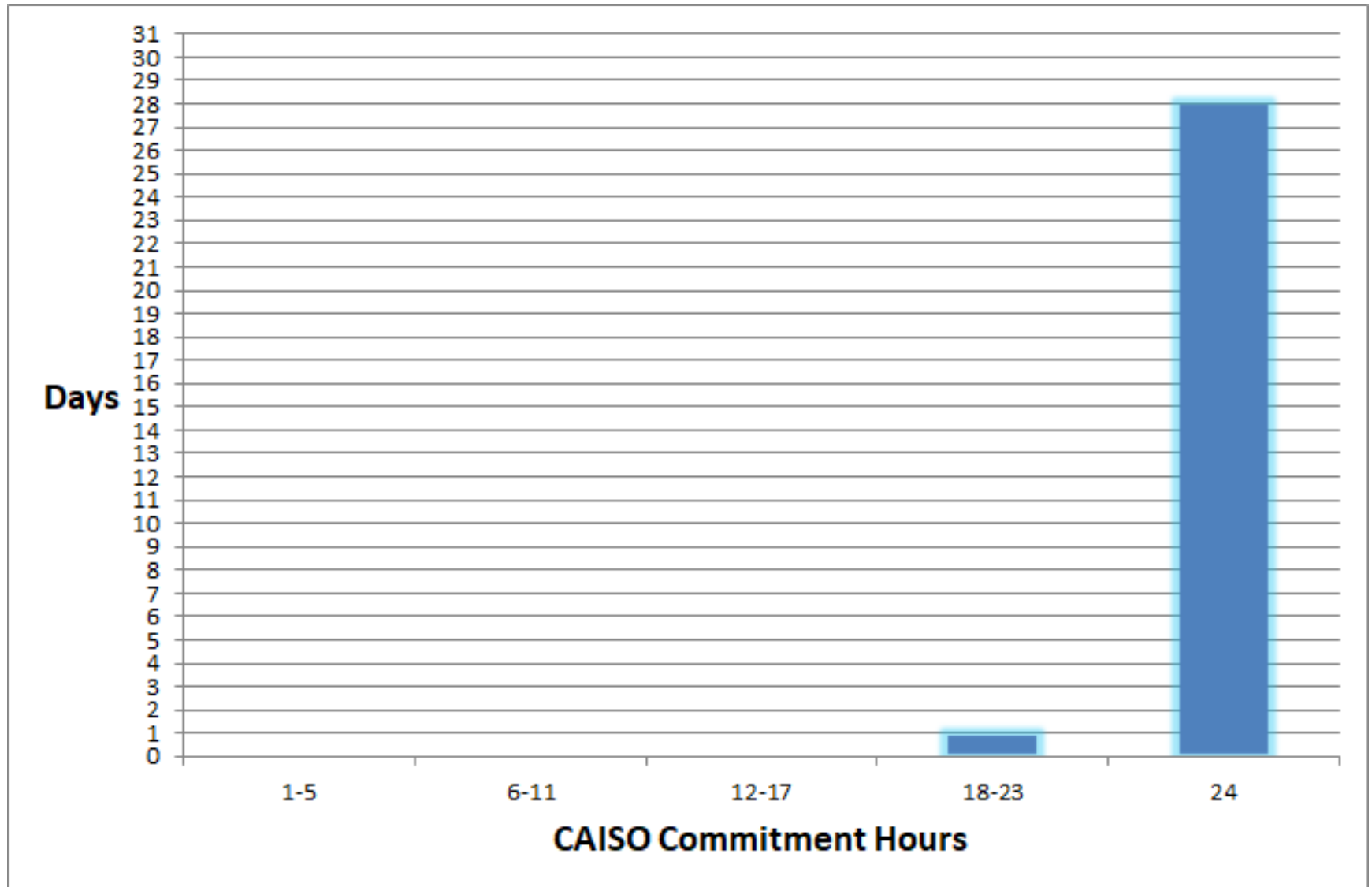
**November 15, 2021**

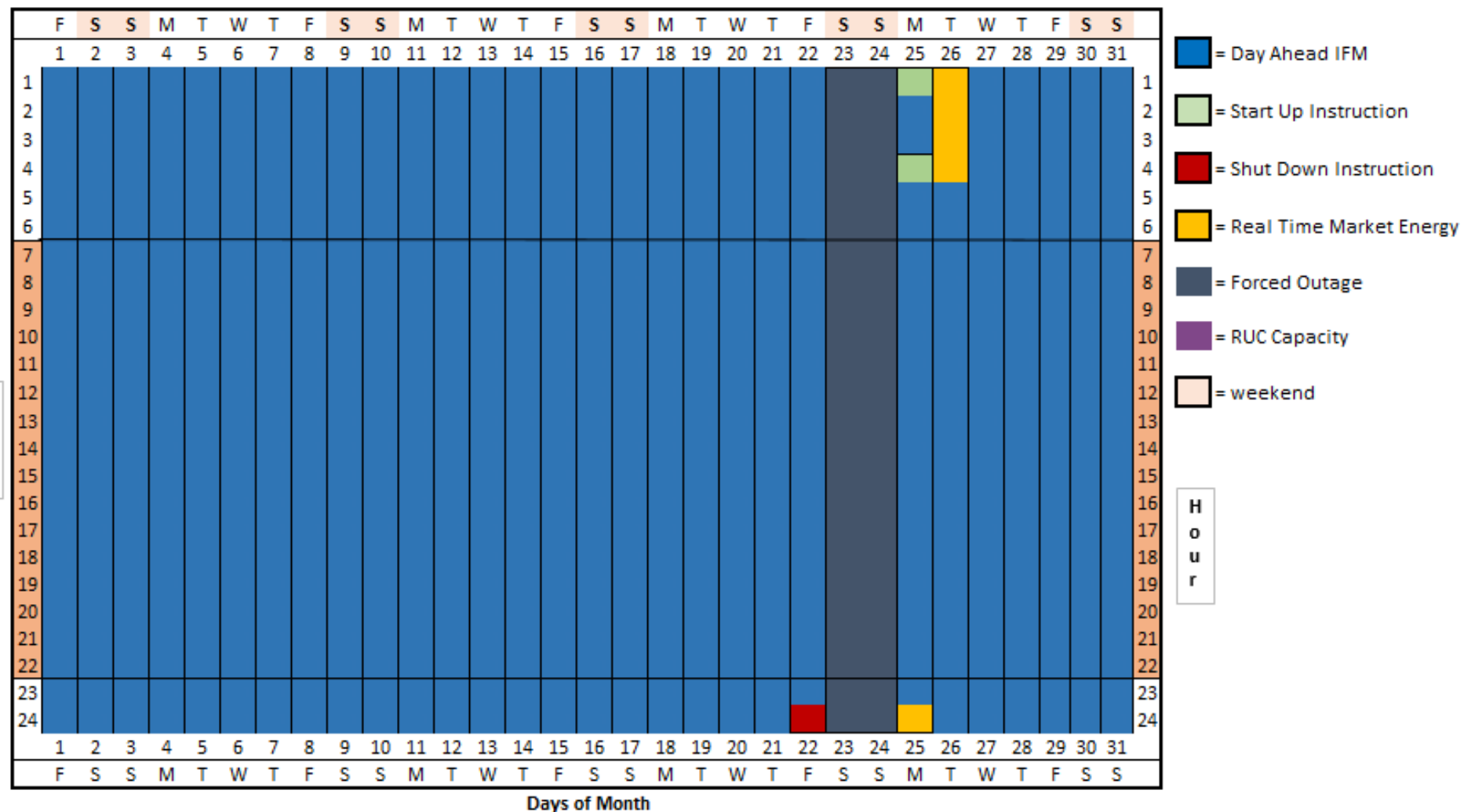
**October 2021 Market Financial Results**

## LEC Operational Results for October 2021

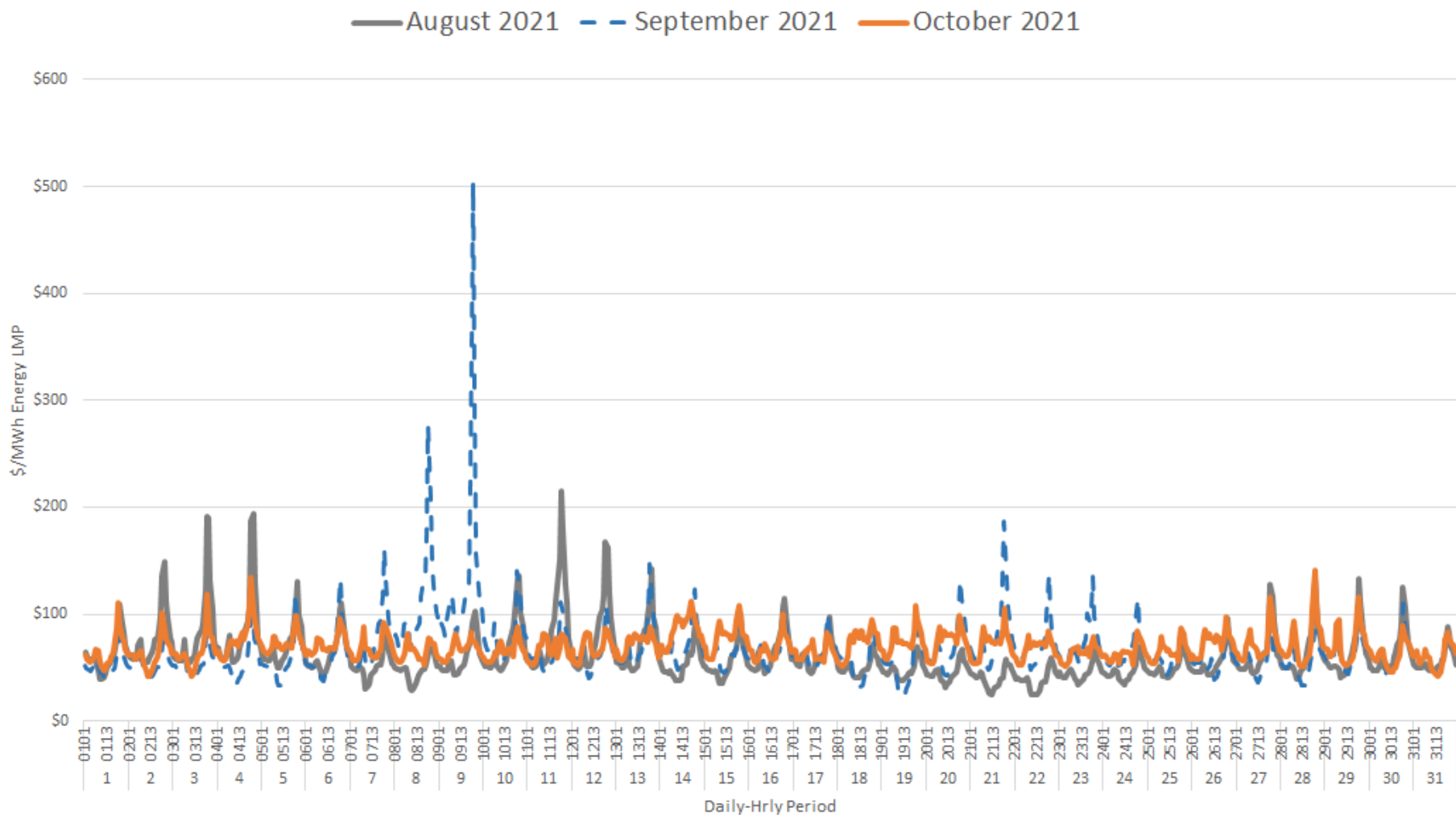
- Resource Adequacy Availability Metrics:
  - 100% - Monthly Assessment Generic Performance
  - 100% - Monthly Assessment Flexible Performance Vs
  - 96.5% Availability Standard
- Estimated RAAIM Net Incentive **Payment** Amount:
  - \$5k - \$16k (depending on CAISO's RAAIM rate) for Generic RA based on claimed 93.07 MW
  - \$3k - \$10k (depending on CAISO's RAAIM rate) for Flexible RA based on claimed 62.32 MW
- LEC was committed by CAISO for Market energy 29 days of 31 available days
  - 2 days on forced outage to replace filters

# Frequency Tabulation of Daily CAISO commitment hours for October 2021

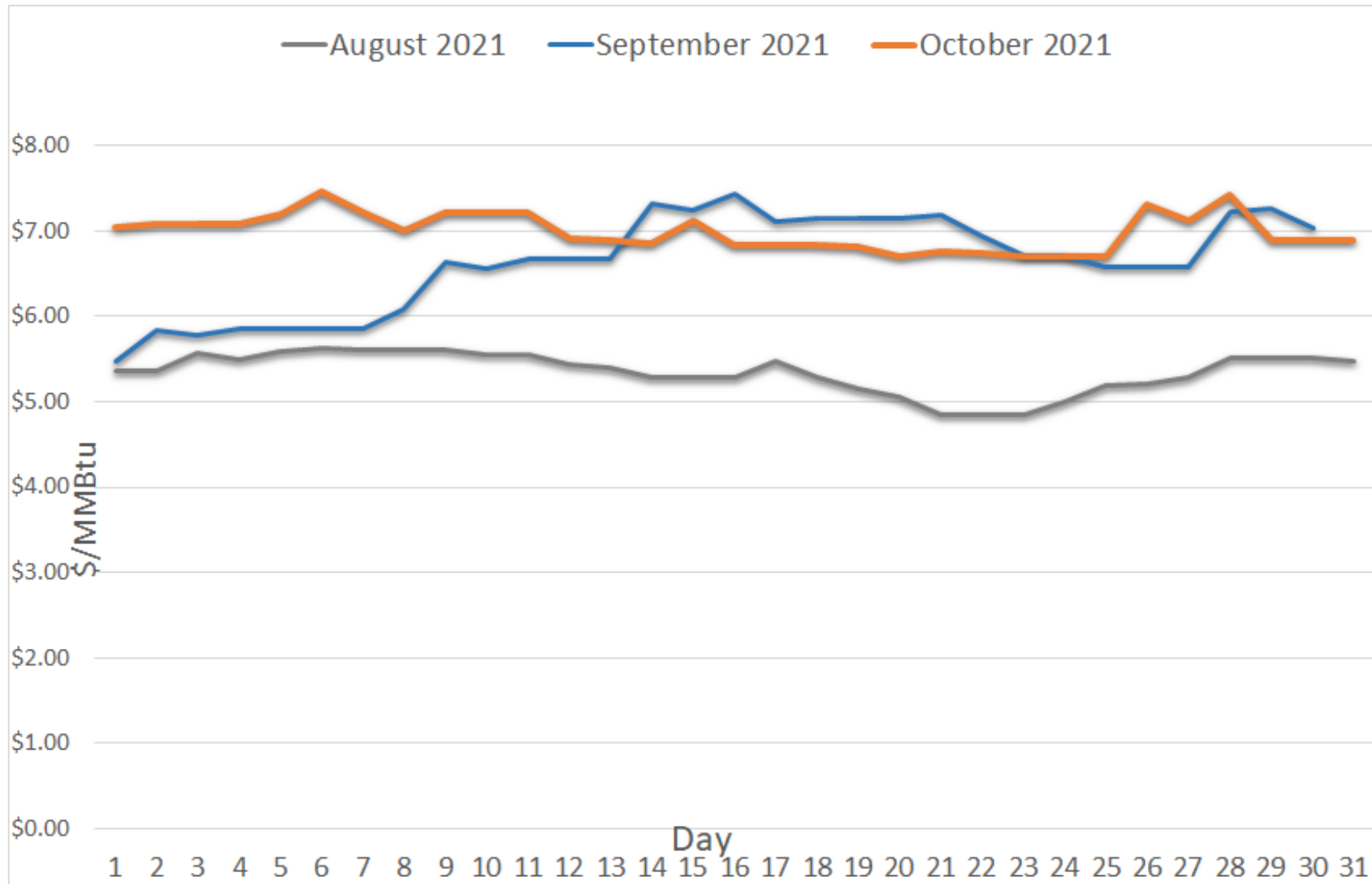




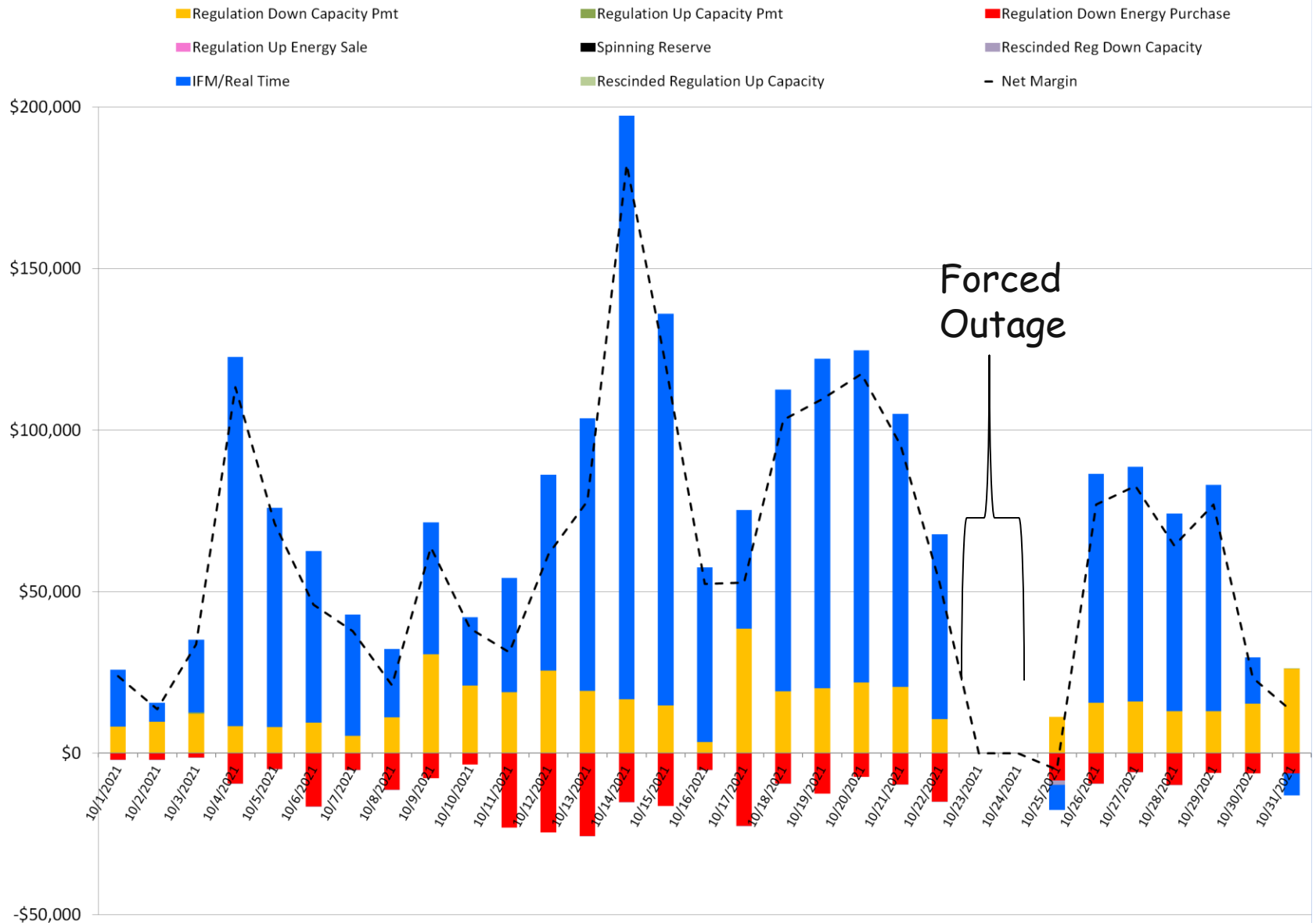
# DA Energy LMP values by Month



# October 2021 Daily PG&E City Gate Gas Index



# October 2021 LEC Daily October Profile by Product



## October 2021 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$ 13,996,400	
Regulation Up Capacity	\$ 300	
Regulation Down Capacity	\$ 463,400	
Spinning Reserve	\$ -	
<b>Total Gross LEC Revenue</b>		<b>\$ 14,460,100</b>
LEC CAISO GMC Costs	\$ (74,100)	
CAISO Energy & Capacity Buyback Costs	\$ (658,700)	
Total Monthly LEC Fuel Cost	\$ (9,610,100)	
Total Monthly GHG Obligation	\$ (2,044,600)	
Variable Operations & Maintenance Cost	\$ (212,800)	
<b>Total Gross Costs</b>		<b>\$ (12,600,300)</b>
<b>Cumulative Monthly Margin</b>		<b>\$ 1,859,800</b>
<b>28 Days of Accrued LT Maintenance Costs</b>	\$ (425,060)	
<b>Net Cumulative Monthly Margin</b>		<b>\$ 1,434,740</b>
<b>Average Net Margin \$/MWh</b>	\$	<b>7.6</b>



# Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net\_Amount by Day

October 2021 Cost of Congestion Component

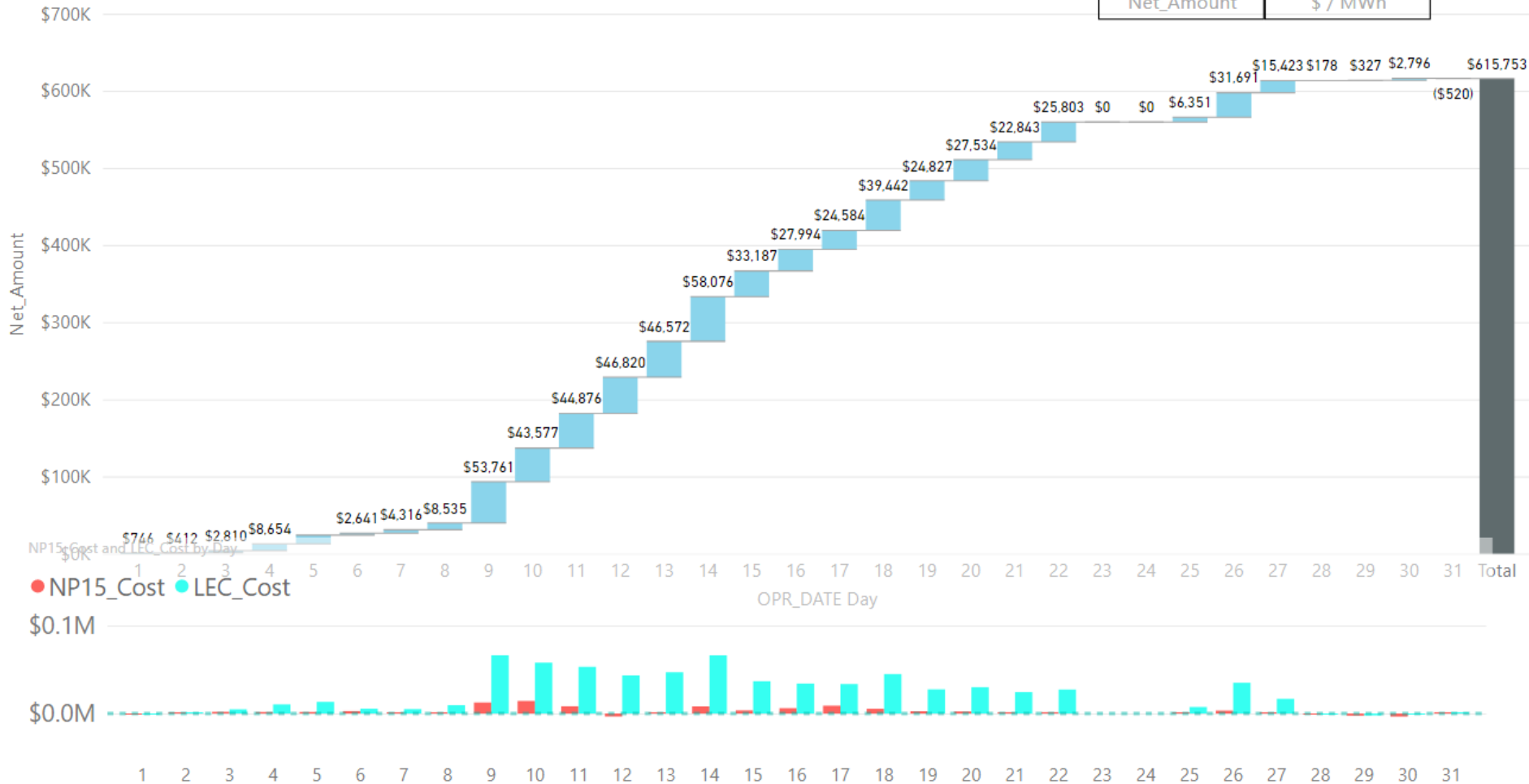
● Increase ● Decrease ● Total

**\$615,753**

Net\_Amount

**\$3.24**

\$ / MWh



# Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

Net\_Amount by Day

October 2021 Cost of Loss Component

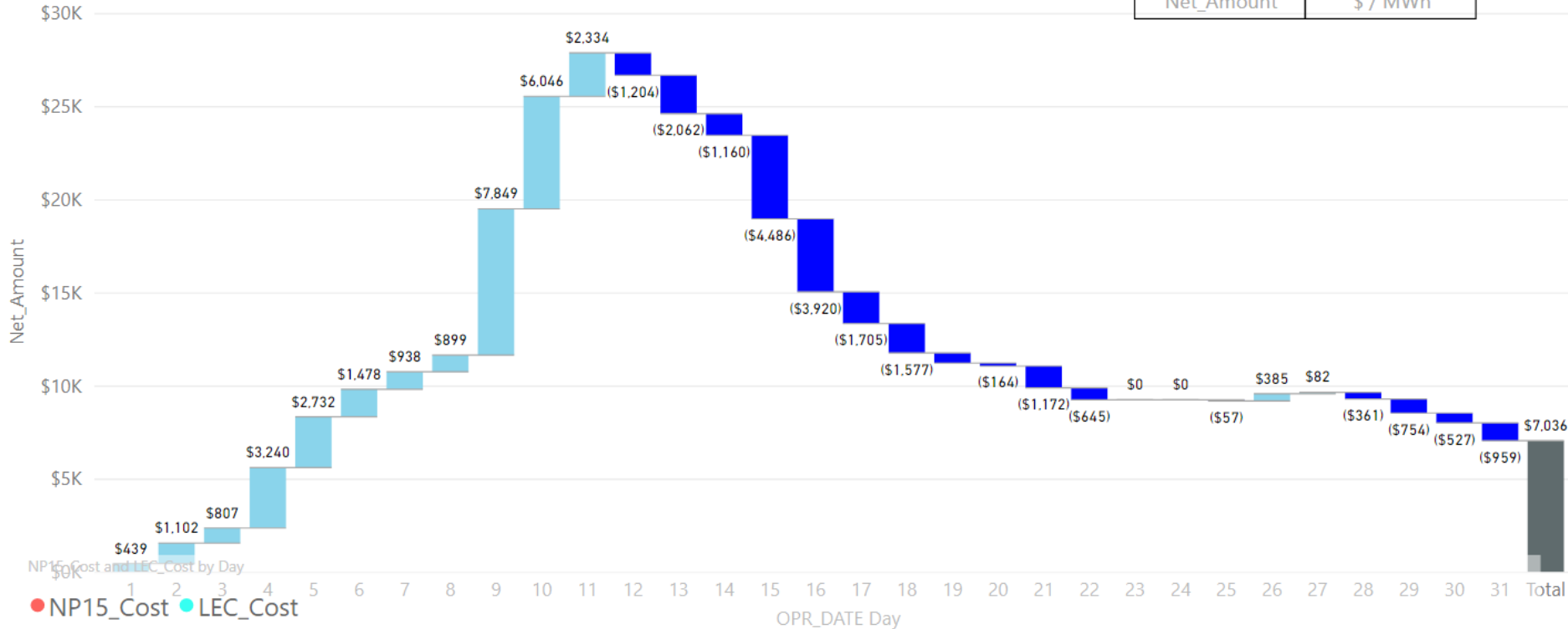
**\$7,036**

**\$0.04**

Net\_Amount

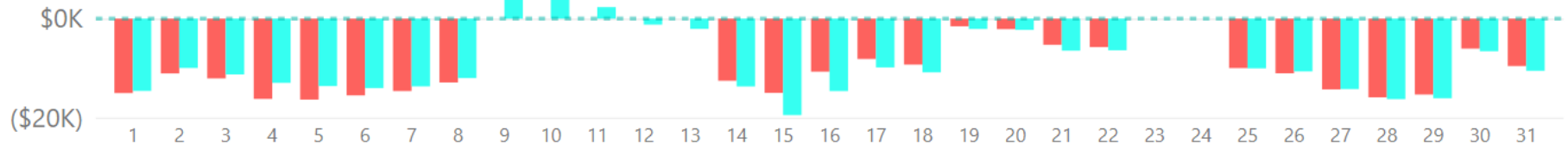
\$ / MWh

● Increase ● Decrease ● Total



NP15\_Cost and LEC\_Cost by Day

● NP15\_Cost ● LEC\_Cost



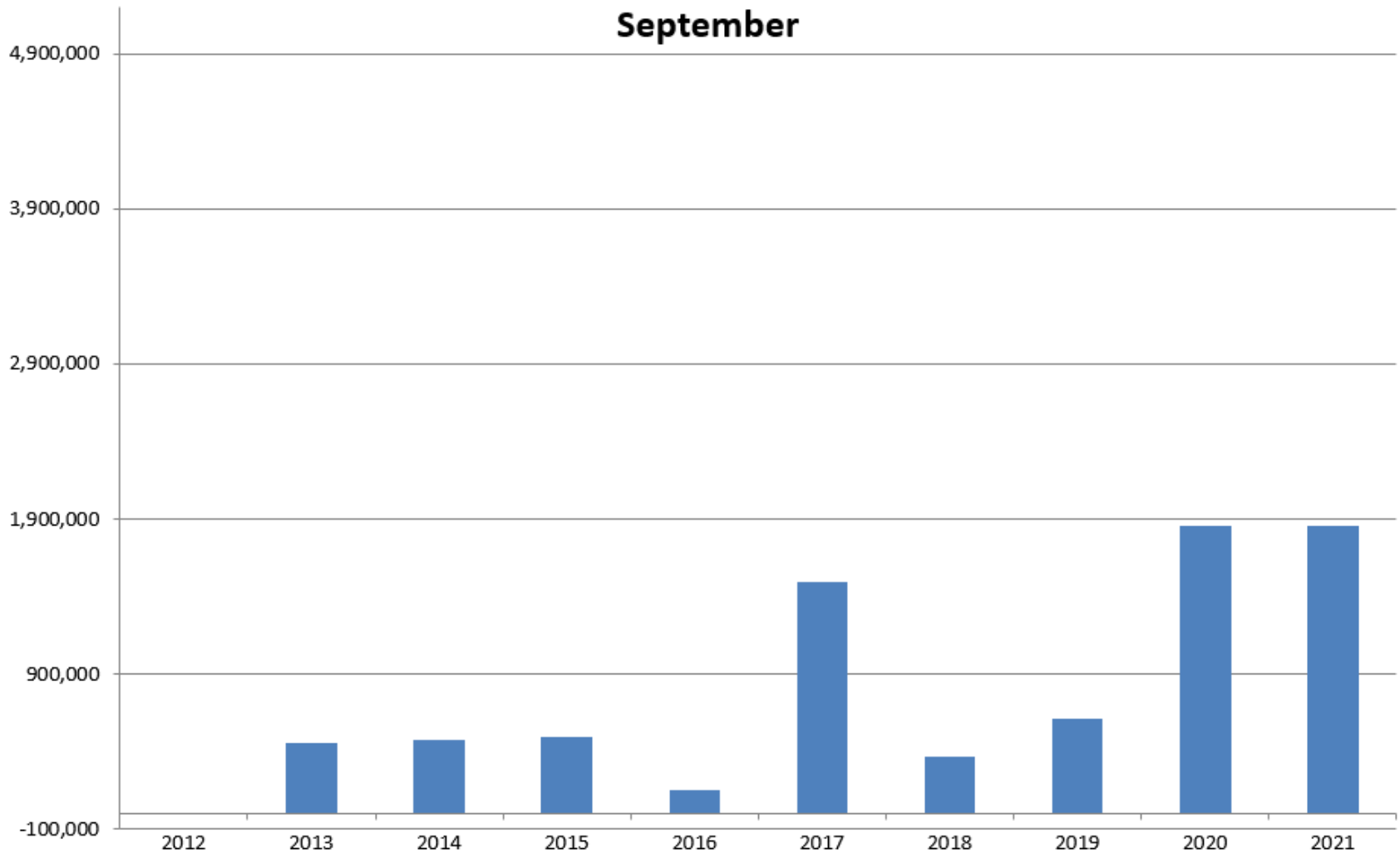
Lodi Energy Center  
Monthly Budget Analysis  
Expenditures  
Report Date: 10/28/2021

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2021 Budget	Percent Used	Comments
VOM	9,973,134	10,171,044	11,917,713	10,138,513	8,542,443	9,356,134	10,704,183	7,894,579	21,232	835,849	21,261	7,252,476	86,828,560	44,037,328	197.2%	
Capacity Factor	91%	89%	92%	93%	91%	94%	94%	84%	0%	0%	0%	79%	67%	65%	103.0%	
Fuel Consumed (mmBTU, estimated)	1,420,025	1,389,734	1,383,289	1,501,564	1,424,445	1,515,859	1,513,864	1,264,362	0	0	0	1,233,982	12,647,124	6,475,833	195.3%	
Avg Fuel Cost (\$/mmBTU)	5.29	5.56	6.85	4.46	4.49	4.61	4.63	4.59	0.00	0.00	0.00	3.86	4.93	4.72	104.5%	Fuel Price 54% Higher
Power Produced (MWhr, estimated)	204,130	200,395	199,055	208,551	197,840	210,536	210,259	175,606	0	0	0	171,386	1,777,757	945,377	188.0%	
Avg Power Price (\$/MWhr)	72.84	66.18	71.56	53.93	50.01	54.11	55.68	55.55	0.00	0.00	0.00	47.12	58.75	52.25	112.4%	
Operations / Variable / LTSA	208,331	139,261	176,151	1,348,276	185,969	197,875	1,487,111	165,641	21,232	835,849	21,261	540,812	5,327,769	3,601,753	147.9%	
Fuel (estimated)	7,516,063	7,721,496	9,476,215	6,692,116	6,400,632	6,987,872	7,008,376	5,800,522	0	0	0	4,766,786	62,370,077	31,029,301	201.0%	
AB32 GHG Offset (estimated)	1,754,343	1,752,725	1,893,734	1,765,011	1,674,362	1,781,813	1,779,469	1,486,192	0	0	0	1,450,482	15,338,130	6,268,971	244.7%	
CA ISO Charges (estimated)	494,397	557,562	371,613	333,110	281,481	388,574	429,227	442,224	0	0	0	494,397	3,792,585	3,137,303	120.9%	
Routine O&M (Fixed)	1,370,254	1,247,653	878,388	1,107,031	1,005,030	970,163	1,218,484	978,161	973,162	1,112,528	978,663	981,398	12,820,914	12,766,299	100.4%	
Maintenance / Fixed	410,514	180,863	155,734	350,000	250,000	216,134	216,134	216,134	216,134	350,000	216,134	216,134	2,993,914	2,989,071	100.2%	
Administration	4,749	2,109	4,458	18,023	18,023	18,023	18,023	18,023	18,023	18,023	18,023	18,024	173,524	216,277	80.2%	
Mandatory Costs	32,768	120,740	14,347	7,000	5,000	4,000	20,000	12,000	7,000	12,500	12,500	15,245	263,100	312,245	84.3%	
Inventory Stock	13,076	253,650	0	0	0	0	0	0	0	0	0	0	266,726	-	0.0%	
Labor	652,467	426,770	446,181	464,645	464,645	464,645	696,967	464,645	464,645	464,645	464,645	464,645	5,939,545	6,040,384	98.3%	
Insurance	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,368	1,576,482	1,576,482	100.0%	
Power Management & Settlements	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,303	1,503,669	1,503,669	100.0%	
Other Costs	0	6,841	988	10,683	10,682	10,681	10,680	10,679	10,680	10,680	10,681	10,679	103,954	128,171	81.1%	
Projects	163,427	206,099	197,649	417,244	417,244	417,244	417,244	417,244	417,244	417,244	417,244	417,226	4,322,353	5,006,910	86.3%	
Maintenance Reserve	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,253	1,875,102	1,875,102	100.0%	
Operations & Maintenance Projects	7,168	49,840	41,390	114,610	114,610	114,610	114,610	114,610	114,610	114,610	114,610	114,598	1,129,876	1,375,308	82.2%	
Capital Projects	0	0	0	146,375	146,375	146,375	146,375	146,375	146,375	146,375	146,375	146,375	1,317,375	1,756,500	75.0%	
A&G	159,749	229,105	235,597	208,180	208,180	208,180	208,180	208,180	208,180	208,180	208,180	208,174	2,498,065	2,498,154	100.0%	
Administrative & General (Allocated)	134,398	198,391	200,472	177,777	177,777	177,777	177,777	177,777	177,777	177,777	177,777	177,774	2,133,251	2,133,321	100.0%	
Generation Services Shared	25,351	30,714	35,125	30,403	30,403	30,403	30,403	30,403	30,403	30,403	30,403	30,400	364,814	364,833	100.0%	
Total O&M Cost	11,666,564	11,853,901	13,229,347	11,870,968	10,172,897	10,951,721	12,548,090	9,498,164	1,619,818	2,573,801	1,625,347	8,859,274	106,469,892	64,308,691	165.6%	
Debt Service	2,197,050	2,197,050	2,197,050	5,008,658	-673,947	2,167,356	2,167,355	2,167,357	2,167,354	2,167,355	2,167,357	2,167,355	26,097,350	26,008,267	100.3%	
Revenues	14,889,851	13,271,811	14,285,186	11,890,181	10,623,424	12,652,265	13,233,415	10,842,782	32,153	32,153	32,152	8,307,334	110,092,708	57,033,857	193.0%	
ISO Energy Sales (estimated)	14,868,316	13,262,248	14,244,822	11,246,945	9,893,919	11,391,116	11,706,949	9,754,139	0	0	0	8,075,393	104,443,848	49,394,211	211.4%	
Other Income	21,535	9,563	40,364	643,236	729,505	1,261,149	1,526,466	1,088,643	32,153	32,153	32,152	231,941	5,648,860	7,639,646		
Net	\$1,026,237	(\$779,140)	(\$1,141,211)	(\$4,989,444)	\$1,124,474	(\$466,812)	(\$1,482,030)	(\$822,738)	(\$3,755,019)	(\$4,709,003)	(\$3,760,552)	(\$2,719,295)	(\$22,474,534)	(\$33,283,101)	Below budget by 32.47%	

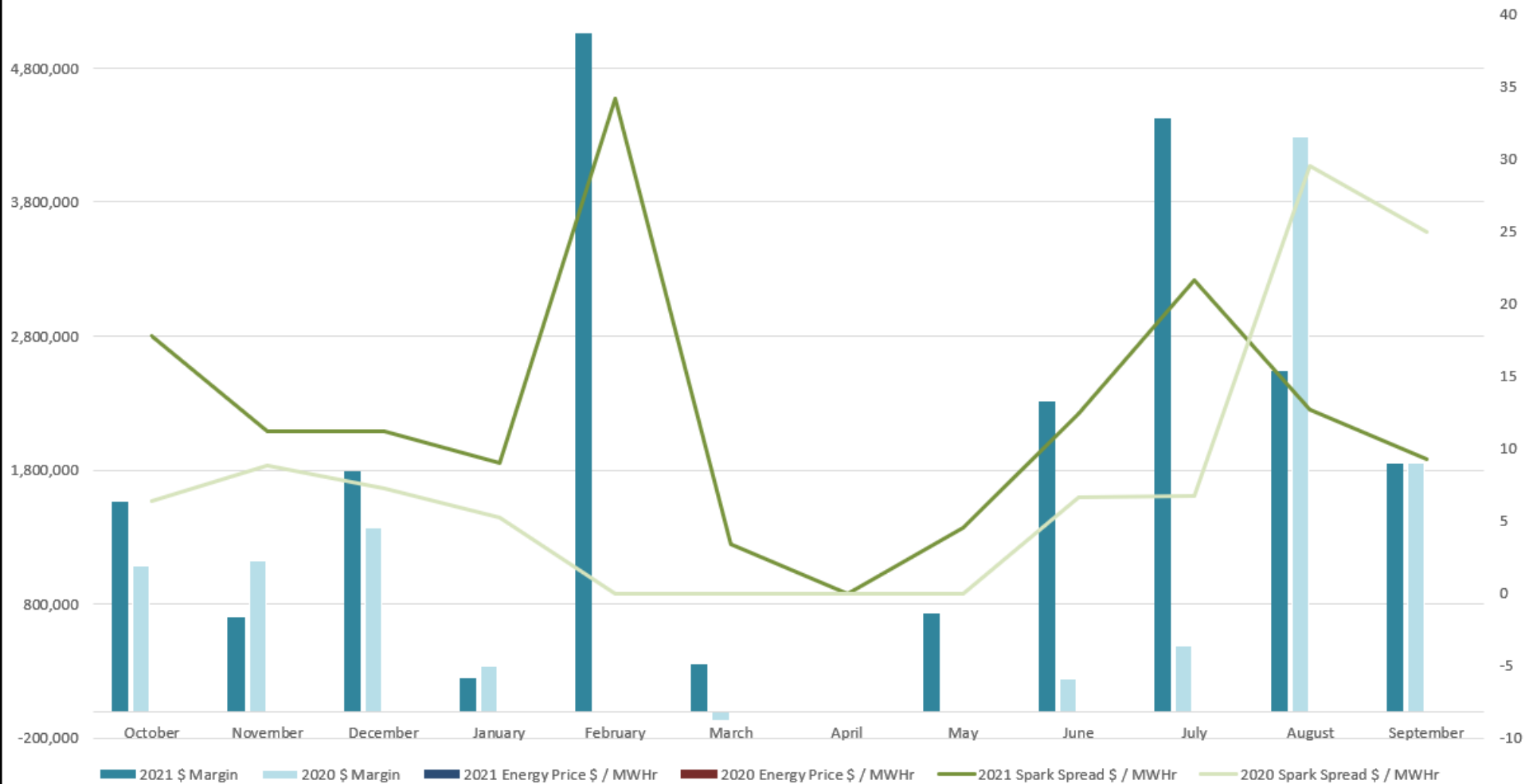
# September Asset Report

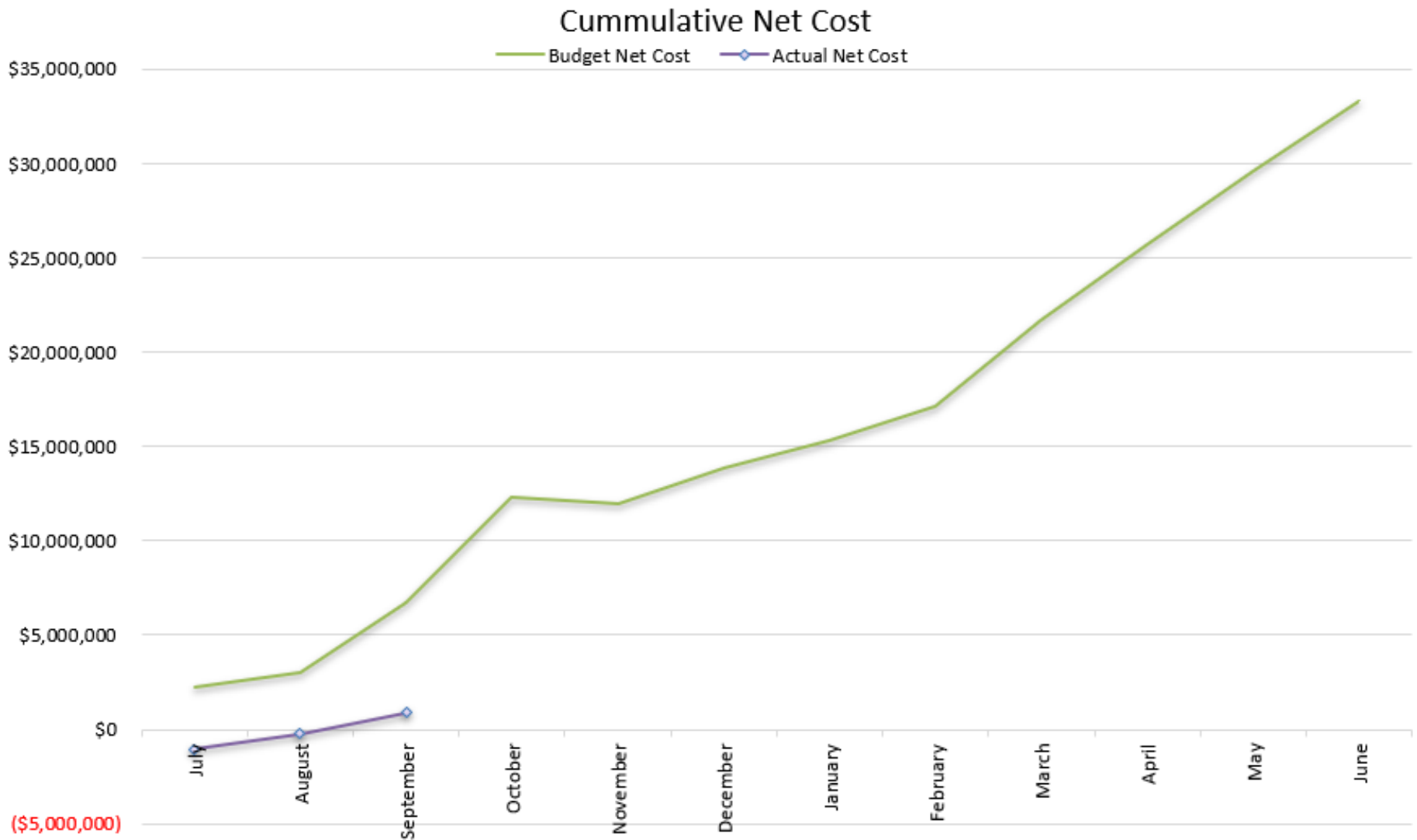
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	14,285,186	14,210,905	3,708,871	74,281	1%	
VOM	11,917,713	8,856,094	3,644,118	3,061,619	35%	High fuel price
Fixed	878,388	981,164	981,164	(102,776)	-10%	
Projects	197,649	417,244	417,244	(219,595)	-53%	
A&G	235,597	208,180	208,180	27,417	13%	
Debt	2,197,050	2,167,356	2,167,356	29,694	1.37%	
Net Cost	(1,141,211)	1,580,867	(3,709,191)	(2,722,078)	-172%	
Net Annual Cost		(22,474,534)	(33,283,101)	\$10,808,567		
				Below budget by 32.47%		

# Historical Margins



Historical Monthly Comparison







651 Commerce Drive  
Roseville, CA 95678

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

# LEC Treasurer's Report

AGENDA ITEM NO.: 8

---

**Date:** November 15, 2021  
**To:** LEC Project Participant Committee  
**Subject:** Treasurer's Report for the Month Ended September 30, 2021

---

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

Cash - At month end cash totaled \$612.

Investments - The carrying value of the LEC's investment portfolio totaled \$38,082,639 at month end. The current market value of the portfolio totaled \$38,064,113.

The overall portfolio had a combined weighted average interest rate of 0.691% with a bond equivalent yield (yield to maturity) of 0.563%. Investments with a maturity greater than one year totaled \$13,065,000. During the month \$4,561,360 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 2 basis points from 0.05% to 0.03% and rates on one year T-Bills increased 1 basis point from 0.07% to 0.08%.

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

## Environmental Analysis

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

Respectfully submitted,

MONTY HANKS  
Assistant General Manager/CFO  
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH  
Treasurer-Controller

Attachments



# **LODI ENERGY CENTER**

## **TREASURER'S REPORT**

**SEPTEMBER 30, 2021**

### **TABLE OF CONTENTS**

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

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

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
<b>MANDATORY FUNDS</b>					
Debt Service Account	\$ 612	\$ 13,599,107	\$ 13,599,719	35.71%	\$ 13,598,892
Debt Service Reserve	-	12,730,744	12,730,744	33.43%	12,759,413
O & M Reserve	-	11,667,643	11,667,643	30.64%	11,620,663
	<b>612</b>	<b>37,997,494</b>	<b>37,998,106</b>	<b>99.78%</b>	<b>37,978,968</b>
<b>ADDITIONAL PROJECT FUNDS</b>					
GHG Cash Account	-	85,145	85,145	0.22%	85,145
Participant Deposit Account	-	-	-	-	-
	<b>\$ 612</b>	<b>\$ 38,082,639</b>	<b>\$ 38,083,251</b>	<b>100.00%</b>	<b>\$ 38,064,113</b>

NOTE A -Investment amounts shown at book carrying value.

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

	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	\$ -	\$ -	\$ 328	\$ -	\$ (2,167,924)	\$ 2,167,444	\$ (152)
Debt Service Reserve	-	18,620	2,368,907	-	(2,387,527)	-	-
O & M Reserve	-	3,765	2,144	-	(5,909)	-	-
	-	22,385	2,371,379	-	(4,561,360)	2,167,444	(152)
<b>ADDITIONAL PROJECT FUNDS</b>							
GHG Cash Account	-	-	-	-	-	-	-
Participant Deposit Account	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 22,385</b>	<b>\$ 2,371,379</b>	<b>\$ -</b>	<b>\$ (4,561,360)</b>	<b>\$ 2,167,444</b>	<b>\$ (152)</b>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

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

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>						
Debt Service Account	\$ 2,167,924	\$ (328)	\$ 298	\$ -	\$ -	\$ 2,167,894
Debt Service Reserve	2,387,527	(2,368,907)	(1,147)	-	-	17,473
O & M Reserve	5,909	(2,144)	(2,743)	-	-	1,022
	<u>4,561,360</u>	<u>(2,371,379)</u>	<u>(3,592)</u>	<u>-</u>	<u>-</u>	<u>2,186,389</u>
<b>ADDITIONAL PROJECT FUNDS</b>						
GHG Cash Account	-	-	-	-	-	-
Participant Deposit Acct.	-	-	-	-	-	-
<b>TOTAL</b>	<u>\$ 4,561,360</u>	<u>\$ (2,371,379)</u>	<u>\$ (3,592)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,186,389</u>

**Less Non- Cash Activity**

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

Net Change in Investment --Before Non-Cash Activity

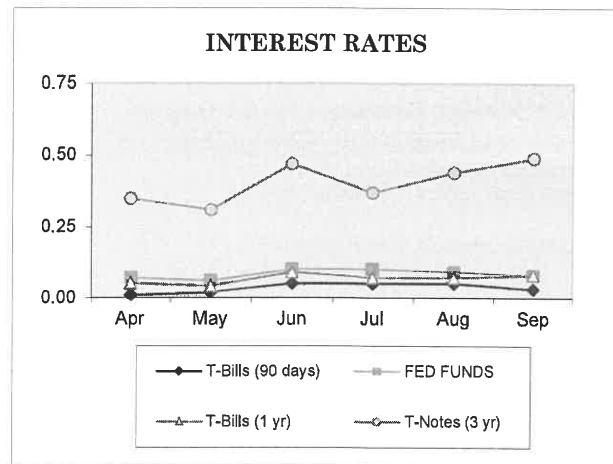
<u>3,592</u>
<u>\$ 2,189,981</u>

NOTE A -Investment amounts shown at book carrying value.

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

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>0.691%</b>	<b>0.563%</b>
Debt Service Account	0.029%	0.030%
Debt Service Reserve	0.997%	0.878%
O & M Reserve	1.132%	0.841%
GHG Cash Account	0.322%	0.322%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Funds (Overnight)	0.08%	0.09%
T-Bills (90da.)	0.03%	0.10%
Agency Disc (90da.)	0.07%	0.09%
T-Bills (1yr.)	0.08%	0.12%
Agency Disc (1yr.)	0.11%	0.15%
T-Notes (3yr.)	0.49%	0.15%



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
September 30, 2021**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ -	\$ -	\$ 4,100	\$ -	\$ 10,000	\$ -	\$ 14,100	37.06%
Corporate Bonds (MTN)	495	-	-	595	-	1,565	-	2,655	6.98%
Municipal Bonds	-	500	-	-	-	1,500	-	2,000	5.26%
US Bank Trust Money Market	21	-	-	-	-	-	-	21	0.06%
Commercial Paper	-	-	-	-	-	-	-	-	0.01%
Investment Trusts (LAIF)	1,643	-	-	-	-	-	-	1,643	4.31%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	0.00%
U.S.Treasury Market Acct. *	4	-	-	-	-	-	-	4	0.01%
U.S.Treasury Bill/Note	-	17,110	-	509	-	-	-	17,619	46.31%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 2,163	\$17,610	\$0	\$5,204	\$ -	\$13,065	\$0	\$ 38,042	100.00%
Total Percents	5.68%	46.29%	0.00%	13.68%	0.00%	34.34%	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 US Bank 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

09/30/2021

LEC Issue #1 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	119	0.010		119		1	0.010	119	SYS79004	79004	119
U.S. Treasury	USBT	4,988,000	0.030	07/23/2021	4,987,476	11/26/2021	56	0.030	4,987,701	912796H77	27240	4,987,767
U.S. Treasury	USBT	722,000	0.035	09/27/2021	721,936	11/26/2021	56	0.035	721,957	912796H77	27266	721,961
U.S. Treasury	USBT	721,000	0.019	09/28/2021	720,975	11/30/2021	60	0.020	720,950	912796N88	27283	720,976
Fund Total and Average		\$ 6,431,119	0.029		\$ 6,430,506		56	0.030	\$ 6,430,727			\$ 6,430,823

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	610	0.010		610		1	0.010	610	SYS79012	79012	610
U.S. Treasury	USBT	2,940,000	0.030	07/23/2021	2,939,691	11/26/2021	56	0.030	2,939,824	912796H77	27241	2,939,863
U.S. Treasury	USBT	780,000	0.035	08/27/2021	779,931	11/26/2021	56	0.035	779,953	912796H77	27267	779,958
U.S. Treasury	USBT	780,000	0.020	09/28/2021	779,973	11/30/2021	60	0.020	779,945	912796N88	27284	779,974
Fund Total and Average		\$ 4,500,610	0.029		\$ 4,500,205		57	0.030	\$ 4,500,332			\$ 4,500,405

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	1,334,000	0.030	07/23/2021	1,333,860	11/26/2021	56	0.030	1,333,920	912796H77	27242	1,333,938
U.S. Treasury	USBT	667,000	0.034	09/27/2021	666,941	11/26/2021	56	0.035	666,960	912796H77	27268	666,964
U.S. Treasury	USBT	667,000	0.019	09/28/2021	666,977	11/30/2021	60	0.020	666,953	912796N88	27285	666,978
Fund Total and Average		\$ 2,668,000	0.029		\$ 2,667,778		57	0.029	\$ 2,667,833			\$ 2,667,860
GRAND TOTALS:		\$ 13,599,729	0.029		\$ 13,598,489		57	0.030	\$ 13,598,892			\$ 13,599,108

\*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 09/30/2021





Northern California Power Agency  
Treasurer's Report

LEC Issue #1 2010 DSR Fund

09/30/2021

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	18,873	0.010		18,873		1	0.010	18,873	SYS79005	79005	18,873
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	252	1.760	4,158,302	313379Q69	26463	4,109,877
U.S. Treasury	USBT	509,000	0.035	07/23/2021	508,835	06/16/2022	258	0.036	508,771	912796J42	27244	508,870
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,613	0.840	4,411,438	3133EWSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,715	0.799	149,517	3130AN4T4	27270	150,518
Fund Total and Average		\$ 9,207,873	1.367		\$ 9,276,542		930	1.203	\$ 9,246,901			\$ 9,218,138

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	902	0.010	07/01/2021	902		1	0.010	902	SYS79006	79006	902
U.S. Treasury	USBT	2,369,000	0.019	09/28/2021	2,368,917	11/30/2021	60	0.020	2,368,834	912796N88	27287	2,368,921
Fund Total and Average		\$ 2,369,902	0.020		\$ 2,369,819		60	0.020	\$ 2,369,736			\$ 2,369,823

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	845	0.010		845		1	0.010	845	SYS79013	79013	845
U.S. Treasury	USBT	1,142,000	0.035	08/27/2021	1,141,899	11/26/2021	56	0.035	1,141,931	912796H77	27271	1,141,938
Fund Total and Average		\$ 1,142,845	0.035		\$ 1,142,744		56	0.035	\$ 1,142,776			\$ 1,142,783
GRAND TOTALS:		\$ 12,720,620	0.997		\$ 12,789,105		689	0.878	\$ 12,759,413.			\$ 12,730,744

\*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 09/30/2021

Callable Dates:

Inv #  
27199 FFCB Anytime



Northern California Power Agency  
Treasurer's Report

LEC O & M Reserve

09/30/2021

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		1,557,826	0.322		1,557,826		1	0.322	1,557,826	SYS70047	70047	1,557,826
First American Govt.	USBGC	3,763	0.002		3,763		1	0.002	3,763	SYS70041	70041	3,763
Toyota Motor Credit	USBGC	495,000	1.800	02/03/2020	496,995	10/07/2021	6	1.555	495,054	89236TGJ8	26953	495,020
Memphis Center City	USBGC	500,000	5.530	04/27/2020	533,890	11/01/2021	31	1.000	502,015	58607ECD4	26986	501,868
US Bank, N.A.	USBGC	595,000	2.650	05/31/2019	598,290	05/23/2022	234	2.456	603,169	90331HPC1	26822	595,712
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	466,569	12/01/2024	1,157	1.776	502,930	14912LG1	26952	485,707
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,369	0.610	496,070	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,397	0.579	992,260	3136G4D75	27047	1,000,766
Federal Farm Credit	USBGC	2,000,000	0.670	09/04/2020	2,000,000	08/04/2025	1,403	0.670	1,993,340	3133EL2S2	27054	2,000,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,417	0.600	995,700	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,459	0.530	738,990	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,459	0.530	664,620	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,591	0.699	494,835	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,672	1.200	491,215	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/18/2026	1,749	1.050	990,910	57629WDE7	27250	1,006,981
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,790	1.250	97,966	06048WV22	27259	100,000
Fund Total and Average		\$ 11,636,589	1.132		\$ 11,715,543		1086	0.841	\$ 11,620,663			\$ 11,667,643
GRAND TOTALS:		\$ 11,636,589	1.132		\$ 11,715,543		1086	0.841	\$ 11,620,663.			\$ 11,667,643

\*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 09/30/2021

Callable Dates:

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



Northern California Power Agency  
Treasurer's Report

Page 1

09/30/2021

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		85,145	0.322		85,145		1	0.322	85,145	SYS70046	70046	85,145
Fund Total and Average		\$ 85,145	0.322		\$ 85,145		1	0.322	\$ 85,145			\$ 85,145
GRAND TOTALS:		\$ 85,145	0.322		\$ 85,145		1	0.322	\$ 85,145.			\$ 85,145

\*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 09/30/2021



**Lodi Energy Center Project Participant Committee**

**LEC Financial Reports**

AGENDA ITEM NO.: 9

---

**Date:** November 15, 2021

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

**Subject:** September 30, 2021 Financial Reports (Unaudited)

---

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

	September	
	2021	2020
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 85,145	\$ 86,964
Accounts receivable		
Interest receivable	85	236
Inventory and supplies - at average cost	2,451,616	2,220,087
Prepaid insurance	255,262	154,060
Due from (to) Agency, net	43,507,226	22,644,418
<b>TOTAL CURRENT ASSETS</b>	<b>46,299,334</b>	<b>25,105,765</b>
<b>RESTRICTED ASSETS</b>		
Cash and cash equivalents	8,716,695	4,241,811
Investments	29,287,862	30,376,559
Interest receivable	68,194	70,889
<b>TOTAL RESTRICTED ASSETS</b>	<b>38,072,751</b>	<b>34,689,259</b>
<b>ELECTRIC PLANT</b>		
Electric plant in service	410,208,081	409,933,948
Less: accumulated depreciation	(112,555,694)	(98,412,063)
<b>TOTAL ELECTRIC PLANT</b>	<b>297,652,387</b>	<b>311,521,885</b>
<b>OTHER ASSETS</b>		
Regulatory assets	26,348,992	29,035,465
<b>TOTAL OTHER ASSETS</b>	<b>26,348,992</b>	<b>29,035,465</b>
<b>TOTAL ASSETS</b>	<b>408,373,464</b>	<b>400,352,374</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Unamortized excess cost on advance refunding of debt, net	1,102,860	1,426,839
Asset retirement obligations	188,700	183,952
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>1,291,560</b>	<b>1,610,791</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 409,665,024</b>	<b>\$ 401,963,165</b>

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

	September	
	2021	2020
<b>LIABILITIES &amp; NET POSITION</b>		
<b>CURRENT LIABILITIES</b>		
Accounts and retentions payable	\$ 9,480,470	\$ 2,040,040
Operating reserves	16,462,916	15,635,119
Current portion of long-term debt	12,880,000	12,515,000
Accrued interest payable	4,375,597	4,488,732
<b>TOTAL CURRENT LIABILITIES</b>	<b>43,198,983</b>	<b>34,678,891</b>
<b>NON-CURRENT LIABILITIES</b>		
Operating reserves and other deposits	99,006	86,937
Asset retirement obligations	188,700	183,952
Long-term debt, net	293,655,000	306,535,000
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>293,942,706</b>	<b>306,805,889</b>
<b>TOTAL LIABILITIES</b>	<b>337,141,689</b>	<b>341,484,780</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	39,884,860	40,208,499
<b>NET POSITION</b>		
Invested in capital assets, net of related debt	(2,192,197)	1,125,321
Restricted	20,966,410	17,571,871
Unrestricted	13,864,262	1,572,694
<b>TOTAL NET POSITION</b>	<b>32,638,475</b>	<b>20,269,886</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 409,665,024</b>	<b>\$ 401,963,165</b>

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

	<b>Three Months Ended September</b>	
	<b>2021</b>	<b>2020</b>
<b>SALES FOR RESALE</b>		
Participants	\$ 18,595,705	\$ 17,801,092
Other	42,498,786	16,846,393
<b>TOTAL SALES FOR RESALE</b>	<b>61,094,491</b>	<b>34,647,485</b>
<b>OPERATING EXPENSES</b>		
Operations	32,575,177	9,137,686
Depreciation	3,537,511	3,534,531
Purchased power	1,161,909	523,772
Maintenance	1,152,300	941,517
Administrative and general	1,492,704	1,377,983
Transmission	261,559	165,590
Intercompany (sales) purchases	91,190	77,900
<b>TOTAL OPERATING EXPENSES</b>	<b>40,272,350</b>	<b>15,758,979</b>
<b>NET OPERATING REVENUES</b>	<b>20,822,141</b>	<b>18,888,506</b>
<b>OTHER REVENUES (EXPENSES)</b>		
Interest expense	(3,356,829)	(3,450,142)
Interest income	78,501	(96,413)
Other	2,092,247	(637,848)
<b>TOTAL OTHER REVENUES (EXPENSES)</b>	<b>(1,186,081)</b>	<b>(4,184,403)</b>
<b>FUTURE RECOVERABLE AMOUNTS</b>	<b>(3,458,611)</b>	<b>(94,154)</b>
<b>INCREASE IN NET POSITION</b>	<b>16,177,449</b>	<b>14,609,949</b>
<b>NET POSITION</b>		
Beginning of year	16,461,026	5,659,937
End of period	\$ 32,638,475	\$ 20,269,886

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

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
<b>Variable Costs</b>					
<b>Variable</b>	\$ 3,601,753	\$ 523,743	\$ 3,078,010	85%	
<b>Fuel &amp; LDC Costs</b>	31,029,301	24,828,427	6,200,874	20%	<b>A</b>
<b>GHG Allowance Costs</b>	6,268,971	5,535,991	732,980	12%	<b>B</b>
<b>CA ISO Charges</b>	470,645	261,559	209,086	44%	<b>B</b>
<b>CA ISO Energy Purchases</b>	2,666,658	1,161,909	1,504,749	56%	
<b>Total Variable Costs</b>	44,037,328	32,311,629	11,725,699	27%	
<b>Routine O&amp;M Costs</b>					
<b>Fixed O&amp;M</b>	2,989,071	747,111	2,241,960	75%	
<b>Administration</b>	216,277	11,316	204,961	95%	
<b>Mandatory Costs</b>	312,245	167,854	144,391	46%	<b>C</b>
<b>Inventory Stock</b>	-	266,726	(266,726)	0%	<b>D</b>
<b>Routine O&amp;M Costs without Labor</b>	3,517,593	1,193,007	2,324,586	66%	
<b>Labor</b>	6,040,384	1,525,320	4,515,064	75%	
<b>Total Routine O&amp;M Cost</b>	9,557,977	2,718,327	6,839,650	72%	
<b>Other Plant Costs</b>					
<b>Debt Service</b>	26,008,267	6,591,149	19,417,118	75%	
<b>Insurance</b>	1,576,482	394,121	1,182,361	75%	
<b>Other Costs</b>	128,171	7,829	120,342	94%	
<b>Generation Services Shared</b>	364,833	91,190	273,643	75%	
<b>Administrative &amp; General (Allocated)</b>	2,133,321	533,262	1,600,059	75%	
<b>Power Management Allocated Costs</b>	1,503,669	375,917	1,127,752	75%	
<b>Total Other Plant Costs</b>	31,714,743	7,993,468	23,721,275	75%	
<b>Total O&amp;M Costs</b>	85,310,048	43,023,424	42,286,624	50%	
<b>Projects</b>					
<b>Operations &amp; Maintenance</b>	1,375,308	98,398	1,276,910	93%	
<b>Capital</b>	1,756,500	-	1,756,500	100%	
<b>Maintenance Reserve</b>	1,875,102	468,776	1,406,326	75%	
<b>Total Projects</b>	5,006,910	567,174	4,439,736	89%	
<b>Annual Cost</b>	90,316,958	43,590,598	46,726,360	52%	
<b>Less: Third Party Revenue</b>					
<b>Interest Income</b>	385,845	71,460	314,385	81%	
<b>ISO Energy Sales</b>	49,394,211	40,673,126	8,721,085	18%	<b>E</b>
<b>Ancillary Services Sales</b>	1,152,080	1,825,661	(673,581)	0%	<b>E</b>
<b>GHG Allowance Credits</b>	6,101,721	5,419,491	682,230	11%	<b>E</b>
	57,033,857	47,989,738	9,044,119	16%	
<b>Net Annual Cost to Participants</b>	\$ 33,283,101	\$ (4,399,140)	\$ 37,682,241	113%	

<b>Total Variable Costs</b>	44,037,328	32,311,629	11,725,699
<b>Total Fixed Costs</b>	46,279,630	11,278,969	35,000,661
	<u>\$ 90,316,958</u>	<u>\$ 43,590,598</u>	<u>\$ 46,726,360</u>

Net Cumulative Generation (MWh)		945,377		602,374
Total O&M Cost Per MWh	\$	90.24	\$	71.42
Net Annual Cost Per MWh	\$	35.21	\$	(7.30)

**Footnotes:**

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

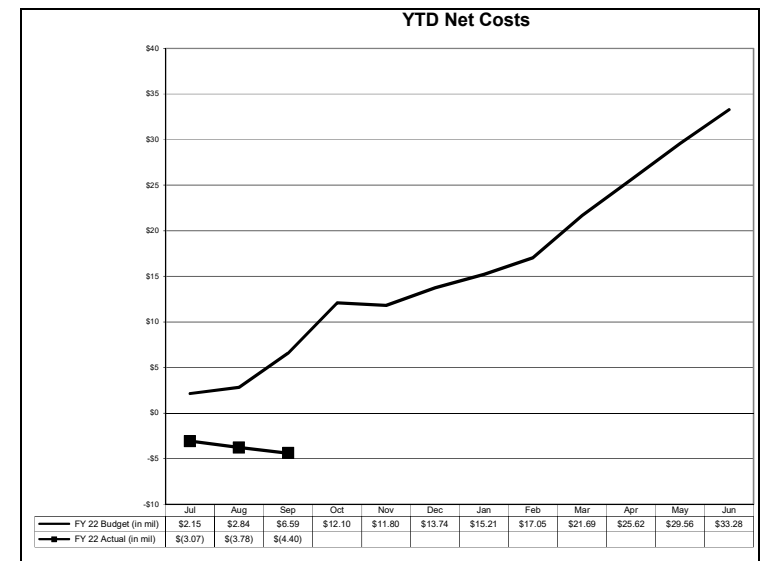
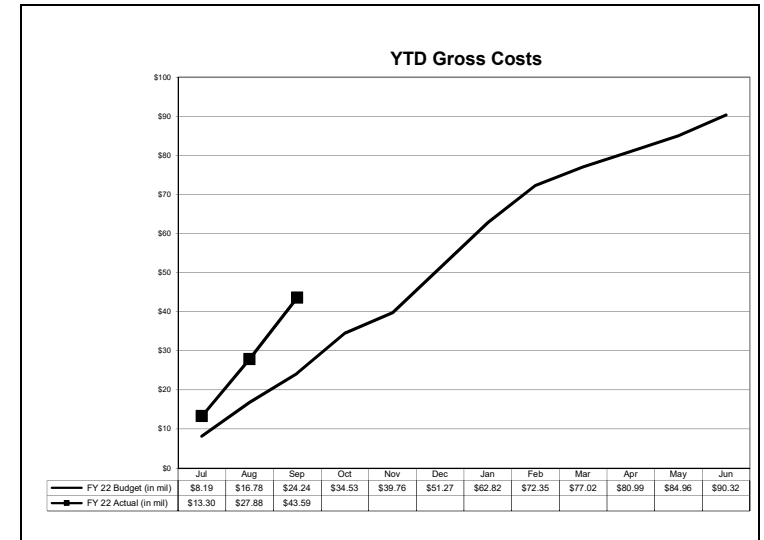
**A** - Higher than budget fuel and GHG costs due to higher generation; actual YTD of 602,374 MWh vs budget of 263,704 MWh.

**B - Higher CAISO costs due to higher generation.**

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

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

**E** - Higher than expected revenue due to higher generation.

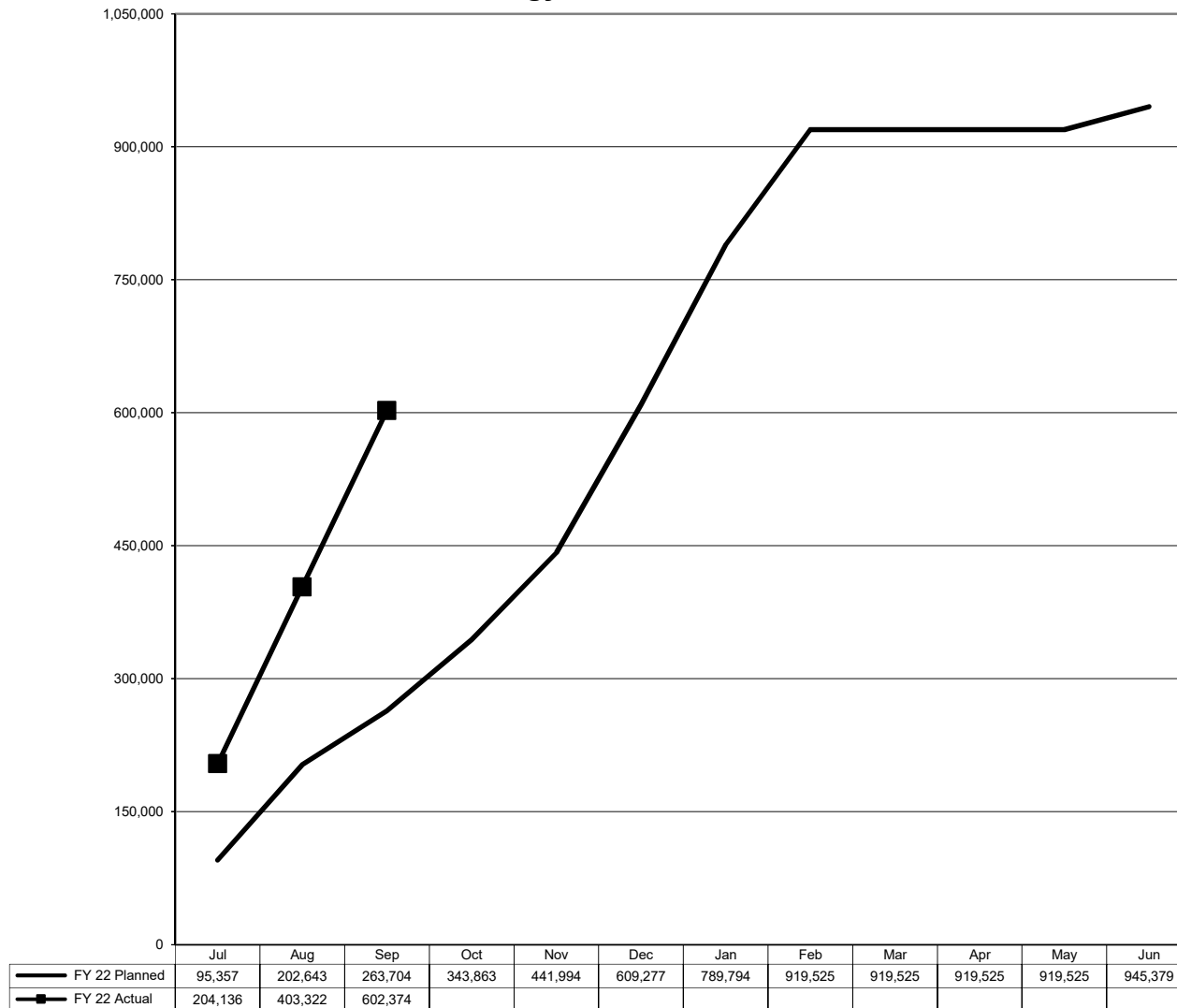




**Annual Budget  
LEC Generation Analysis  
Planned vs. Actual  
FY 2022**

In MWh

## Lodi Energy Center





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

### **LEC GHG Reports**

AGENDA ITEM NO.: 10

---

**Date:** November 15, 2021

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

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

---

NCPA All Resources Bill Imports GHG Obligation Report (Cumulative)														
November 2021														
IDENTIFIER	AZU L&P	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas	PWR	SVP	Ukiah	Total
Allocation Percentages														
Generation Entitlement Share(%)	2.79%	6.60%	0.27%	33.50%	1.96%	1.64%	9.50%	2.04%	10.71%	0.79%	2.67%	25.75%	1.79%	100.00%
Obligation Accounts														
Current MT Compliance Obligation (MTO) Balance (MT)	44,798	106,143	4,310	538,743	31,591	26,420	152,649	32,705	172,301	12,637	42,905	414,108	28,714	1,608,024
Current MT Compliance Instrument Account (MTA) Balance (MT)	44,798	106,154	4,461	619,667	31,610	26,632	152,742	32,893	195,443	12,832	40,934	414,108	28,891	1,711,165
MTA Shortfall (MT)	0	(11)	(151)	(80,924)	(19)	(212)	(93)	(188)	(23,142)	(195)	1,971	0	(177)	(103,141)
Monthly GHG Price \$/MT	31.87	31.87	31.87	31.87	31.87	31.87	31.87	31.87	31.87	31.87	31.87	31.87	31.87	
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	62,816	0	0	62,816
Current Month CCA Balance (\$)*	66,202	0	155	0	1,197	5,188	841	0	0	0	64,819	0	2,879	141,281
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Advance Funding for Allowances Auction Purchase (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total GHG Obligation and Advance Funding (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

	CY 2021 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual									Estimated			CY 2021	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	27,128	148,103	104,725	0	161,261	185,843	204,136	200,391	199,052	208,562	198,120	210,556	1,847,877	10,505,784
Gas Schedule (MMBtu)	202,597	1,035,991	736,486	0	1,134,237	1,299,690	1,425,158	1,393,256	1,379,841	1,618,444	1,537,409	1,633,912	13,397,021	75,935,883
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		
HVAC/Water Heater (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	10,933	55,907	39,744	0	61,209	70,138	76,909	75,187	74,463	87,339	82,966	88,174	722,969	4,105,930
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	983,067	1,038,974	1,078,718	1,078,718	1,139,927	1,210,065	1,286,974	1,362,161	1,436,624	1,523,963	1,606,929	1,695,103	1,695,103	1,695,103
Compliance Instrument Participant Transfers														
Carryover Allowances	37,000	0	0	0	0	0	0	0	0	0	0	0	37,000	69,263
Auction Allowances	7,406	0	14,000	2,216	6,923	128,666	178,486	49,089	40,720	65,380	0	0	492,886	3,988,804
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)	44,406	0	14,000	2,216	6,923	128,666	178,486	49,089	40,720	65,380	0	0	529,886	4,058,067
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	2,405,361
Total Monthly Activity (MT)	44,406	0	14,000	2,216	6,923	128,666	178,486	49,089	40,720	65,380	0	0	529,886	4,104,389
Cumulative MT Account Balance (MTA)	1,214,226	1,214,226	1,228,226	1,230,442	1,237,365	1,366,031	1,544,517	1,593,606	1,634,326	1,699,706	1,699,706	1,699,706	1,699,706	1,699,706
MTA Shortfall (MT)	(231,159)	(175,252)	(149,508)	(151,724)	(97,438)	(155,966)	(257,543)	(231,445)	(197,702)	(175,743)	(92,777)	(4,603)	(4,603)	(4,603)
Current Month CCA Balance (\$)	0	0	0	0	0	0	0	0	0	0	141,282	0	0	141,282
Monthly GHG Price	30.79	30.90	33.61	31.11	31.22	33.93	31.44	31.55	34.26	31.76	31.87	34.58		



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

AGENDA ITEM NO.: 11

---

**Meeting Date:** November 15, 2021

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

**Subject:** Contra Costa Electric, Inc. – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

---

### Proposal

Approve the First Amendment to the Multi-Task General Services Agreement with Contra Costa Electric, Inc. for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$500,000 to \$1,500,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

### Background

Electrical maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with Contra Costa Electric, Inc. effective December 6, 2019, for an amount not to exceed \$500,000, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

Contra Costa was recently awarded the LEC Motor Cable Replacements Project (pending December Commission approval) totaling \$467,762. In order to avoid using up the entire agreement funds available, NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to increase the not-to-exceed amount from \$500,000 to \$1,500,000. NCPA has agreements in place for similar services with Eaton Corporation, Electrical Maintenance Consultants, GE Energy and Schneider Electric

### Selection Process

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

Fiscal Impact

Upon execution, the total cost of the agreement will be not to exceed \$1,500,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

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:

Assistant General Manager  
Generation Services

Attachments: (2)

- Multi-Task General Services Agreement with Contra Costa Electric, Inc.
- First Amendment to Multi-Task General Services Agreement with Contra Costa Electric, Inc.



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
CONTRA COSTA ELECTRIC, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Contra Costa Electric, Inc., a corporation with its office located at 825 Howe Road, Martinez, CA 94553 ("Contractor") (together sometimes referred to as the "Parties") as of December 6, 2019 ("Effective Date") in Roseville, California.

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

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

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

**Section 2. COMPENSATION.** Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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

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

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



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

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

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

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

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

**4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability. Contra Costa Electric is responsible for the \$500,000 deductible. No endorsement shall be attached limiting the coverage.

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

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

**4.3 Professional Liability Insurance.** Not Applicable.

**4.4 Pollution Insurance.** Not Applicable.

**4.5 All Policies Requirements.**

**4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

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

**4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor with a cap limited to \$10,000,000.00.

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

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

**4.6 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the

provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

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

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

## **Section 6. STATUS OF CONTRACTOR.**

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

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of

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

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

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

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

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

**Section 7. LEGAL REQUIREMENTS.**

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



State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

- 8.4.1 Immediately terminate the Agreement;
- 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

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

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

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

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

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

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

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

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

**9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are



necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

## **Section 10. PROJECT SITE.**

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

## **Section 11. WARRANTY.**

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

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

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

be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

### **Section 13. MISCELLANEOUS PROVISIONS.**

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

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

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

- 13.7 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:
- Contra Costa Electric, Inc.  
Attention: Joey Ramirez  
825 Howe Road  
Martinez, CA 94553

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

## **SIGNATURES ON NEXT PAGE**

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

NORTHERN CALIFORNIA POWER AGENCY

CONTRA COSTA ELECTRIC, INC.

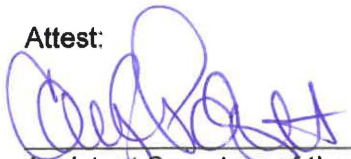
Date 12/4/19

Date December 05, 2019

  
RANDY S. HOWARD,  
General Manager

  
JOEY RAMIREZ,  
Vice President

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

Contra Costa Electric, Inc. ("Contractor") shall provide electrical maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Electrical Maintenance
- Instrumentation
- High Voltage

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



## **EXHIBIT B**

### **COMPENSATION SCHEDULE AND HOURLY FEES**

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

## NCPA Inside Wireman

### Rates Effective June 1st, 2019 Through May 31st, 2020

Normal Day Shift - Rates		St	Ot	Dt
Craft Classification	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman	EGF	\$ 154.59	\$ 204.73	\$ 254.86
Elec Cable Splicer	ECS	\$ 141.76	\$ 186.10	\$ 230.44
Elec Certified Welder	EJCW	\$ 141.76	\$ 186.10	\$ 230.44
Elec Foreman	EF	\$ 141.76	\$ 186.10	\$ 230.44
Elec Journeyman	EJ	\$ 128.86	\$ 167.45	\$ 206.03
Elec Apprentice - 85%	EA85	\$ 113.01	\$ 145.80	\$ 178.57
Elec Apprentice - 80%	EA80	\$ 107.73	\$ 138.56	\$ 169.41
Elec Apprentice - 75%	EA75	\$ 102.42	\$ 131.36	\$ 160.29
Elec Apprentice - 70%	EA70	\$ 97.10	\$ 124.11	\$ 151.10
Elec Apprentice - 65%	EA65	\$ 91.85	\$ 116.93	\$ 142.00
Elec Apprentice - 60%	EA60	\$ 86.55	\$ 109.69	\$ 132.82
Elec Apprentice - 55%	EA55	\$ 81.27	\$ 102.49	\$ 123.70
Elec Apprentice - 50%	EA50	\$ 75.97	\$ 95.25	\$ 107.73
Elec Apprentice - 45%	EA45	\$ 61.64	\$ 79.02	\$ 96.38
Elec Apprentice - 40%	EA40	\$ 57.37	\$ 72.80	\$ 88.24

Swing Shift - Rates		St	Ot	Dt
Craft Classifications	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman_ss	EGF_ss	\$ 176.79	\$ 235.62	\$ 256.97
Elec Cable Splicer_ss	ECS_ss	\$ 161.69	\$ 213.75	\$ 232.32
Elec Certified Welder_ss	EJCW_ss	\$ 161.69	\$ 213.75	\$ 232.32
Elec Foreman_ss	EF_ss	\$ 161.69	\$ 213.75	\$ 232.32
Elec Journeyman_ss	EJ_ss	\$ 146.61	\$ 191.87	\$ 207.68
Elec Apprentice - 85%_ss	EA85_ss	\$ 128.29	\$ 166.78	\$ 181.04
Elec Apprentice - 80%_ss	EA80_ss	\$ 122.15	\$ 158.37	\$ 171.72
Elec Apprentice - 75%_ss	EA75_ss	\$ 116.11	\$ 150.07	\$ 162.49
Elec Apprentice - 70%_ss	EA70_ss	\$ 110.00	\$ 141.67	\$ 153.18
Elec Apprentice - 65%_ss	EA65_ss	\$ 103.89	\$ 133.34	\$ 143.90
Elec Apprentice - 60%_ss	EA60_ss	\$ 97.79	\$ 124.95	\$ 134.59
Elec Apprentice - 55%_ss	EA55_ss	\$ 91.70	\$ 116.57	\$ 125.31
Elec Apprentice - 50%_ss	EA50_ss	\$ 85.59	\$ 108.23	\$ 122.15
Elec Apprentice - 45%_ss	EA45_ss	\$ 69.89	\$ 90.25	\$ 97.14
Elec Apprentice - 40%_ss	EA40_ss	\$ 64.86	\$ 82.94	\$ 88.91

Grave Shift - Rates		St	Ot	Dt
Craft Classifications	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman_gs	EGF_gs	\$ 195.81	\$ 261.69	\$ 258.71
Elec Cable Splicer_gs	ECS_gs	\$ 178.93	\$ 237.23	\$ 233.88
Elec Certified Welder_gs	EJCW_gs	\$ 178.93	\$ 237.23	\$ 233.88
Elec Foreman_gs	EF_gs	\$ 178.93	\$ 237.23	\$ 233.88
Elec Journeyman_gs	EJ_gs	\$ 161.98	\$ 212.68	\$ 209.04
Elec Apprentice - 85%_gs	EA85_gs	\$ 141.64	\$ 184.74	\$ 183.45
Elec Apprentice - 80%_gs	EA80_gs	\$ 134.86	\$ 175.41	\$ 174.01
Elec Apprentice - 75%_gs	EA75_gs	\$ 128.08	\$ 166.12	\$ 164.62
Elec Apprentice - 70%_gs	EA70_gs	\$ 121.29	\$ 156.77	\$ 155.17
Elec Apprentice - 65%_gs	EA65_gs	\$ 114.53	\$ 147.48	\$ 145.77
Elec Apprentice - 60%_gs	EA60_gs	\$ 107.73	\$ 138.16	\$ 136.31
Elec Apprentice - 55%_gs	EA55_gs	\$ 100.95	\$ 128.82	\$ 126.89
Elec Apprentice - 50%_gs	EA50_gs	\$ 94.19	\$ 119.52	\$ 134.86
Elec Apprentice - 45%_gs	EA45_gs	\$ 77.09	\$ 99.92	\$ 97.76

## NCPA Linemen

### Local 47 & 1245 - Western Line Construction

Rates Effective June 1st, 2019 Through December 31st, 2019

Day Shift Rates		St	Or	Dr
Craft Classification	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Line Superintendent	LSGF	\$ 153.78	N/A	\$ 248.59
Line General Foreman	LGF	\$ 152.11	N/A	\$ 245.41
Line Cable Splicer Foreman	LFCS	\$ 141.55	N/A	\$ 226.31
Line Foreman	LF	\$ 141.55	N/A	\$ 226.31
Lineman Welder	LW	\$ 136.26	N/A	\$ 216.77
Line Jym Cable Splicer - Technician	LCS	\$ 131.08	N/A	\$ 207.39
Line Journeyman	LJ	\$ 131.08	N/A	\$ 207.39
Line Powderman	LPDM	\$ 119.55	N/A	\$ 186.73
Line Equipment Man	LES	\$ 110.18	N/A	\$ 169.35
Line Groundman-Truck Driver	LGMN	\$ 91.59	N/A	\$ 134.73
Underground Foreman ( Civil Work PG&E )	ULFrm	\$ 118.08	N/A	\$ 184.04
Line Substation Technician Foreman	LSTF	\$ 141.55	N/A	\$ 226.31
Line Substation Technician	LST	\$ 131.08	N/A	\$ 207.39
Line Substation Technician Trainee 1st/Yr	LSTT1	\$ 86.17	N/A	\$ 128.42
Line Substation Technician Trainee 2nd/Yr	LSTT2	\$ 103.04	N/A	\$ 158.07
Line Substation Technician Trainee 3rd/Yr	LSTT3	\$ 119.86	N/A	\$ 187.65
Line Fabricator Tech	LFT	\$ 100.97	N/A	\$ 156.78
Line Fabricator Tech Trainee	LFTT	\$ 95.34	N/A	\$ 146.34
Line Apprentice - 90%	LApr90	\$ 120.19	N/A	\$ 187.98
Line Apprentice - 85%	LApr85	\$ 115.27	N/A	\$ 178.77
Line Apprentice - 80%	LApr80	\$ 110.28	N/A	\$ 169.56
Line Apprentice - 75%	LApr75	\$ 105.38	N/A	\$ 160.41
Line Apprentice - 70%	LApr70	\$ 100.40	N/A	\$ 151.18
Line Apprentice - 65%	LApr65	\$ 95.47	N/A	\$ 141.99
Line Apprentice - 60%	LApr60	\$ 90.52	N/A	\$ 132.77

**NOTE:** CCE RESERVES THE RIGHT TO ISSUE CHANGES WITHIN THE RATE STRUCTURE AS NEGOTIATED WITH THE LOCAL AND OR CHANGES RELATED TO ALL VARIABLES WITHIN THE RATE COMPUTATION

## NCPA Plumbers and Steamfitters

### Rates Effective July 1st, 2019 Through June 30th, 2020

Day Shift Rates			St	Ot	Dt
Craft Classification	Abrv.		Hrly Rate	Hrly Rate	Hrly Rate
Steamfitter Sr. Gen Foreman	SFSGF		\$ 170.15	\$ 230.18	\$ 290.23
Steamfitter Gen Foreman	SFGF		\$ 161.06	\$ 216.83	\$ 272.60
Steamfitter Foreman	SFF		\$ 153.87	\$ 205.58	\$ 257.28
Steamfitter Alloy Welder / Crew	SFW		\$ 149.80	\$ 199.56	\$ 249.34
Steamfitter Journeyman	SFJ		\$ 142.55	\$ 188.89	\$ 235.24
Steamfitter Apprentice 10th	SFA85		\$ 128.92	\$ 168.85	\$ 208.77
Steamfitter Apprentice 9th	SFA80		\$ 124.39	\$ 162.15	\$ 199.96
Steamfitter Apprentice 8th	SFA75		\$ 119.84	\$ 155.48	\$ 191.14
Steamfitter Apprentice 7th	SFA70		\$ 115.30	\$ 148.83	\$ 182.35
Steamfitter Apprentice 6th	SFA65		\$ 110.75	\$ 142.16	\$ 173.52
Steamfitter Apprentice 5th	SFA60		\$ 106.23	\$ 135.48	\$ 164.68
Steamfitter Apprentice 4th	SFA55		\$ 101.68	\$ 128.80	\$ 155.89
Steamfitter Apprentice 3rd	SFA50		\$ 97.14	\$ 122.12	\$ 147.08
Steamfitter Apprentice 2nd	SFA45		\$ 71.56	\$ 91.43	\$ 111.27
Steamfitter Apprentice 1st	SFA40		\$ 67.03	\$ 84.75	\$ 102.48

Swing & Grave Shift Rates			St	Ot	Dt
Craft Classifications	Abrv.		Hrly Rate	Hrly Rate	Hrly Rate
Steamfitter Sr. Gen Foreman	SFSGFsg		\$ 188.11	\$ 256.62	\$ 325.14
Steamfitter Gen Foreman	SFGFsg		\$ 177.69	\$ 241.28	\$ 304.87
Steamfitter Foreman	SFFsg		\$ 169.20	\$ 228.12	\$ 287.02
Steamfitter Alloy Welder / Crew	SFWsg		\$ 164.51	\$ 221.22	\$ 277.92
Steamfitter Journeyman	SFJsg		\$ 156.15	\$ 208.93	\$ 261.68
Steamfitter Apprentice 10th	SFA85sg		\$ 140.49	\$ 185.89	\$ 231.26
Steamfitter Apprentice 9th	SFA80sg		\$ 135.26	\$ 178.18	\$ 221.12
Steamfitter Apprentice 8th	SFA75sg		\$ 130.07	\$ 170.54	\$ 211.02
Steamfitter Apprentice 7th	SFA70sg		\$ 124.85	\$ 162.87	\$ 200.86
Steamfitter Apprentice 6th	SFA65sg		\$ 119.60	\$ 155.15	\$ 190.69
Steamfitter Apprentice 5th	SFA60sg		\$ 114.38	\$ 147.49	\$ 180.58
Steamfitter Apprentice 4th	SFA55sg		\$ 109.17	\$ 139.81	\$ 170.44
Steamfitter Apprentice 3rd	SFA50sg		\$ 103.95	\$ 132.13	\$ 160.29
Steamfitter Apprentice 2nd	SFA45sg		\$ 77.80	\$ 100.60	\$ 123.37
Steamfitter Apprentice 1st	SFA40sg		\$ 72.61	\$ 92.94	\$ 113.26

NOTE: CCE RESERVES THE RIGHT TO ISSUE CHANGES WITHIN THE RATE  
STRUCTURE AS NEGOTIATED WITH THE LOCAL AND OR CHANGES RELATED  
TO ALL VARIABLES WITHIN THE RATE COMPUTATION

<b>Rolling Stock Description</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Weekly Rate</b>	<b>Monthly Rate</b>
Pickup Truck	\$ 13.23	\$ 99.00	\$ 330.00	\$ 1,320.00
Service Truck/Van	\$ 14.33	\$ 105.00	\$ 386.00	\$ 1,598.00
Bucket Truck @ ( 25 Ft )	\$ 44.10	\$ 291.00	\$ 1,251.00	\$ 4,141.00
Bucket Truck @ ( 50 Ft )	\$ 62.84	\$ 415.00	\$ 1,668.00	\$ 5,955.00
Bucket Truck @ ( 60 Ft )	\$ 65.05	\$ 436.00	\$ 1,818.00	\$ 6,254.00
Bucket Truck @ ( 65 Ft )	\$ 73.87	\$ 473.00	\$ 2,062.00	\$ 7,093.00
42 Passenger Bus	\$ 19.85	\$ 165.00	\$ 495.00	\$ 2,010.00
17 Passenger Bus	\$ 16.54	\$ 127.00	\$ 442.00	\$ 1,494.00
12 Passenger Bus	\$ 14.33	\$ 105.00	\$ 498.00	\$ 1,384.00
Line Truck	\$ 63.95	\$ 422.00	\$ 1,671.00	\$ 5,965.00
Boom Truck @ ( 7 Ton )	\$ 37.49	\$ 291.00	\$ 1,164.00	\$ 4,365.00
Boom Truck @ ( 18 Ton )	\$ 60.64	\$ 424.00	\$ 1,696.00	\$ 6,173.00
Golf Cart	\$ 9.27	\$ 75.00	\$ 250.00	\$ 625.00
Highway Digger	\$ 37.49	\$ 291.00	\$ 1,164.00	\$ 4,365.00
Pole Dolly	\$ 4.12	\$ 27.00	\$ 110.00	\$ 411.00
Reel Truck @ ( 1 ton )	\$ 30.87	\$ 233.00	\$ 932.00	\$ 3,495.00
5th Wheel - Reel Trailer	\$ 15.45	\$ 131.00	\$ 523.00	\$ 1,961.00
Single Drum U/G Cable Puller ( 6,000 lb )	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Single Drum O/H Cable Puller ( 6,000 lb )	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Four Drum Distribution Puller ( 1,500 lb )	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Wash Trailer	\$ 75.19	\$ 544.00	\$ 2,176.00	\$ 8,160.00
Winch Truck @ ( 5 ton )	\$ 44.10	\$ 326.00	\$ 1,304.00	\$ 4,890.00
Tractor Truck	\$ 44.10	\$ 350.00	\$ 1,400.00	\$ 5,250.00
5th Wheel Trailer	\$ 6.18	\$ 38.00	\$ 151.00	\$ 569.00
Highway Van	\$ 2.06	\$ 20.00	\$ 78.00	\$ 292.00
Connex	\$ 2.06	\$ 8.00	\$ 33.00	\$ 99.00
Stakebed Truck @ ( 1 ton )	\$ 16.54	\$ 140.00	\$ 559.00	\$ 2,096.00
Office Trailer @ ( 30 ft )	\$ 4.12	\$ 27.00	\$ 110.00	\$ 411.00
Office Trailer @ ( 50 ft )	\$ 6.18	\$ 38.00	\$ 151.00	\$ 814.00
Instrument Calibration Trailer @ 32 ft )	\$ 38.11	\$ 229.00	\$ 916.00	\$ 3,435.00
Instrument Calibration Trailer @ 20 ft )	\$ 32.96	\$ 196.00	\$ 784.00	\$ 2,940.00
Bending/Threading Trailer @ ( 1/2" thru 2" )	\$ 13.39	\$ 76.00	\$ 304.00	\$ 1,231.00
Hydraulic Bending Trailer @ ( 5" - 6" )	\$ 14.42	\$ 88.00	\$ 350.00	\$ 1,313.00
Hand Trencher	\$ 14.33	\$ 82.00	\$ 328.00	\$ 1,230.00
Ride On Trencher	\$ 50.72	\$ 349.00	\$ 1,396.00	\$ 5,235.00
Bobcat Trencher ( small )	\$ 37.49	\$ 240.00	\$ 946.00	\$ 2,914.00
Bobcat Trencher ( large )	\$ 48.51	\$ 306.00	\$ 1,239.00	\$ 4,374.00
Welding Machine - Electric @ ( 200 amp )	\$ 8.24	\$ 57.00	\$ 175.00	\$ 656.00
Welding Machine - Gas @ ( 200 amp )	\$ 19.85	\$ 140.00	\$ 559.00	\$ 2,096.00
50 amp Plasma Cutter w/Compressor	\$ 12.13	\$ 87.00	\$ 349.00	\$ 1,309.00
Welding Truck w/ 200 amp Welder	\$ 26.46	\$ 204.00	\$ 814.00	\$ 3,053.00
Air Compressor - Gas @ ( 160 cfm )	\$ 20.95	\$ 152.00	\$ 605.00	\$ 2,269.00
Forklift	\$ 36.38	\$ 200.00	\$ 400.00	\$ 900.00

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

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



**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, Joey Ramirez, VP / Industrial Mgr.

(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

CONTRA COSTA ELECTRIC, INC.

(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 05 day of December, 20 19.

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: December 05, 2019

Name of Employer

Contra Costa Electric, Inc.

  
(Authorized Officer & Title)

Joey Ramirez, VP/Indust Mgr.

(Address)

825 Howe Road, Martinez, CA 94553





**FIRST AMENDMENT TO MUTLI-TASK GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND CONTRA COSTA ELECTRIC, INC.**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Contra Costa Electric, Inc. ("Contractor") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2021.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective December 6, 2019, (the "Agreement") for Contractor to provide electrical maintenance services; 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 \$500,000.00 to a 'NOT TO EXCEED' amount of \$1,500,000.00; 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 ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

SIGNATURES ON FOLLOWING PAGE

///

///

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

NORTHERN CALIFORNIA POWER AGENCY

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

CONTRA COSTA ELECTRIC, INC.

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

\_\_\_\_\_  
**TOM TATRO, COO - Vice President**

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel



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

AGENDA ITEM NO.: 12

---

**Meeting Date:** November 15, 2021

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

**Subject:** Airgas Specialty Products, Inc. – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities.

---

### Proposal

Approve the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc. for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at any facilities owned and/or operated by NCPA.

### Background

Chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar purchases with Apex Engineering Products, Brenntag Pacific, Hill Brothers, Northstar Chemical, Thatcher Chemical and Univar USA, Inc.

### Selection Process

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

### Fiscal Impact

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

### Environmental Analysis

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

Submitted by:

Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc.



**MULTI-TASK  
AGREEMENT FOR PURCHASE OF  
EQUIPMENT, MATERIALS AND SUPPLIES  
BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
AIRGAS SPECIALTY PRODUCTS, INC.**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Airgas Specialty Products, Inc., ("Supplier"), whose office is located at 2530 Sever Road, Suite 300, Lawrenceville, GA 30043 (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2021 (the "Effective Date").

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

**Section 2. PROJECT SITE.** Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency. The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP at a facility owned and/or operated by Agency.

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

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

**Section 5. COMPENSATION.** Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

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

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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

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

- 6.1 **Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of one million dollars (\$1,000,000) per accident.
- 6.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, resulting from the operation, maintenance or use of Supplier's owned, non-owned and hired vehicles, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with \$6,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$2,000,000/\$6,000,000 aggregate for bodily injury and property damage, on an

occurrence basis. No endorsement shall be attached materially limiting the coverage.

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

**6.5 All Policies Requirements.**

**6.5.1 Verification of Coverage.** Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy including the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas' said indemnification obligation.

**6.5.2 Notice of Reduction in or Cancellation of Coverage.** Supplier agrees to provide prior written notice of any cancellation or material change of the insurance required under this Agreement.

**6.5.3 Waiver of Subrogation.** Supplier agrees to waive subrogation, up to the policy limits specified herein, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas' said indemnification obligation.

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

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

**Section 7. WARRANTY.** Supplier warrants that, at the time of delivery, all gas or liquid Goods furnished hereunder will comply with Compressed Gas Association (CGA) or applicable industry guidelines. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with the terms of this Agreement applicable to such Goods. SUPPLIER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE . SUPPLIER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SUPPLIER TO AGENCY AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF GOODS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT AGENCY'S SOLE RISK.

**Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.**

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

**8.2 Scope.** Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all third party claims for injury (including death), loss or damage to the person or property of any third party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action caused by any negligent acts or omissions by Supplier, its officers, officials, agents, and employees in performing their duties under the contract, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency. For avoidance of doubt, third party includes Agency's employees.

In the event that Agency becomes a supplier as in provides products for sale to Supplier, Agency shall indemnify, defend with counsel reasonably acceptable to the Supplier, and hold harmless Supplier, and its officials, commissioners, officers, employees, agents and volunteers from and against all third party claims for injury (including death), loss or damage to the person or property of any third party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation),



judgments and causes of action caused by any negligent acts or omissions by Supplier, its officers, officials, agents, and employees in performing their duties under the contract, except as caused by the sole or gross negligence of Supplier. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Supplier. For avoidance of doubt, third party includes Supplier's employees.

- 8.3 Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

## **Section 9. MISCELLANEOUS PROVISIONS.**

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.

- 9.7 **Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in federal or state courts located in Sacramento County, California.
- 9.8 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.9 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.10 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.11 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 9.12 **Conflict of Interest.** Supplier may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Supplier in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Supplier shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 9.13 **Contract Administrator.** This Agreement shall be administered by 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.
- 9.14 **Notices.** Any written notice to Supplier shall be sent to:

Airgas Specialty Products, Inc.  
2530 Sever Road, Suite 300  
Lawrenceville, GA 30043

Any written notice to Agency shall be sent to:

Randy S. Howard  
General Manager

Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

With a copy to:

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

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

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

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

the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.

- 9.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.
- 9.20 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 9.21 Excuse of Performance.** Supplier shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control.
- 9.22 Allocation.** If sufficient Goods are not available from Supplier's normal source of supply for any reason, Supplier may allocate Goods among its own requirements and its customers. Supplier will make reasonable efforts to obtain additional Goods from other sources if and only if confirmed in writing by Agency, that Agency will pay a higher fee to cover all additional costs associated with such Goods.
- 9.23 Remedies; Limitation of Liability.** SUPPLIER'S SOLE LIABILITY AND AGENCY'S SOLE REMEDY FOR ANY DAMAGES CAUSED BY DELIVERY OF NON-CONFORMING PRODUCTS AND/OR SUPPLIER'S FAILURE TO DELIVER PRODUCTS SHALL BE LIMITED TO, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION.

SIGNATURES FOLLOW ON NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

AIRGAS SPECIALTY PRODUCTS, INC.

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

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

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

\_\_\_\_\_  
**FRANK BURKUS,**  
Vice President, Sales

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A PURCHASE LIST**

Supplier shall provide Goods as requested by the Northern California Power Agency ("Agency"), at any facilities owned and/or operated by Agency and in accordance with the Rates set forth below:

Anhydrous Ammonia (R-grade) - \$950.00 / Ton

Aqueous Ammonia (19%) - \$0.65 / Solution Lb.

Additional products not listed above to be provided as requested in writing by NCPA facilities. Pricing for additional products not listed above will be quoted by Supplier at the time product is requested.

\*NCPA acknowledges that Supplier's pricing for ammonia may be subject to change every six to twelve (6 - 12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all products delivered under this Agreement, shall not exceed the amount set forth in Section 4 (Compensation) of this Agreement.

**EXHIBIT B**  
**CERTIFICATION**

**Affidavit of Compliance for Suppliers**

I, \_\_\_\_\_

(Name of person signing affidavit)(Title)

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

AIRGAS SPECIALTY PRODUCTS, INC.

(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

AIRGAS SPECIALTY PRODUCTS, INC.

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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





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

### **Staff Report**

AGENDA ITEM NO.: 13

---

**Date:** November 15, 2021

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

**Subject:** FY 2020-2021

---

#### Proposal

The FY21 Annual Billing Settlement Summary for the period July 1, 2020 through June 30, 2021 is presented for approval and recommendation to the Agency Commission for its approval.

#### Background

Total Annual Costs to Participants were approximately \$99.9 million. The plant actual generation of 1,231,541 MWh was slightly lower than planned generation of 1,316,988 MWh.

Third Party Revenues for the year totaled \$80.9 million, which was \$1.0 million higher than credited during collections. The increase was primarily related to funding transfers from the maintenance reserve to fund land annexation and annual outage costs.

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

This year's Total Annual Net Costs were \$19.0 million. Adjusted net collections from participants totaled approximately \$18.5 million, which consists of participants collections of \$15.5 million and participants' transfer gas credits of \$3.0 million. The net collection amount due from LEC participants at fiscal year-end is \$459,473 or 3.0% of total collections.

During FY21, LEC participants received budgeted Power Management Service Revenue of \$168,620. Final Power Management Service Revenue to LEC participants was \$186,563, resulting in a refund of \$17,943. This refund is due to customer revenue that was not included in the FY21 budget.

#### Fiscal Impact

Upon approval by this Committee and the Agency Commission, the net deficit of \$441,530 (under collection of \$459,473 offset by the \$17,943 Power Management service revenue refund) will be invoiced. NCPA member amounts will be included with their Agency's annual billing settlements. Member refunds will be deposited into their GOR accounts. Members will have the option to fund any net collections from their GOR balances. The Agency will generate miscellaneous invoices for non-member participants in accordance with Agency policy.

#### Environmental Analysis

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

Recommendation

NCPA staff recommends the Committee approve the Annual Billing Settlement Summary for fiscal year ended June 30, 2021 as well as recommend Commission approval.

Respectfully Submitted:

Prepared by:

MONTY HANKS  
Assistant General Manager/CFO  
Administrative Services/Finance

SONDRA AINSWORTH  
Treasurer-Controller

Attachments: (3)

- Billing Settlement Summary FY2021
- Allocation of Project Costs – Actual FY2021
- Settlement Analysis for the Year Ended June 30, 2021

LODI ENERGY CENTER  
Billing Settlement Summary  
FY 2021

	Total	Azusa	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas-Sierra	PWRPA	SVP	Ukiah
<b>Collections per All Resources Bill (ARB)</b>	\$ 15,537,845	\$ 618,778	\$ 1,427,869	\$ (1,878)	\$ 6,920,094	\$ 268,579	\$ 81,349	\$ 558,926	\$ (115,609)	\$ (794,164)	\$ 116,722	\$ 670,816	\$ 5,667,164	\$ 119,199
<b>Transfer Gas Credit in ARB</b>	\$ 2,953,670	\$ -	\$ 39,384	\$ 60,555	\$ -	\$ 162,461	\$ 278,789	\$ 1,522,980	\$ 561,485	\$ -	\$ 55,661	\$ -	\$ -	\$ 272,355
<b>Total Adjusted ARB Collections</b>	\$ 18,491,515	\$ 618,778	\$ 1,467,253	\$ 58,677	\$ 6,920,094	\$ 431,040	\$ 360,138	\$ 2,081,906	\$ 445,876	\$ (794,164)	\$ 172,383	\$ 670,816	\$ 5,667,164	\$ 391,554
<b>Net Project Costs</b>	\$ 18,950,988	\$ 633,818	\$ 1,502,886	\$ 60,122	\$ 7,046,781	\$ 441,647	\$ 369,008	\$ 2,133,195	\$ 456,866	\$ (762,557)	\$ 176,625	\$ 685,218	\$ 5,806,184	\$ 401,194
<b>O&amp;M Reserve Charge</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Adjusted Costs</b>	\$ 18,950,988	\$ 633,818	\$ 1,502,886	\$ 60,122	\$ 7,046,781	\$ 441,647	\$ 369,008	\$ 2,133,195	\$ 456,866	\$ (762,557)	\$ 176,625	\$ 685,218	\$ 5,806,184	\$ 401,194
<b>Net Project Charge</b>	\$ (459,473)	\$ (15,040)	\$ (35,633)	\$ (1,445)	\$ (126,687)	\$ (10,607)	\$ (8,870)	\$ (51,289)	\$ (10,990)	\$ (31,607)	\$ (4,242)	\$ (14,402)	\$ (139,020)	\$ (9,640)
<b>Excess of PM Service Revenue to LEC</b>	\$ 17,943	\$ 500	\$ 1,184	\$ 48	\$ 6,011	\$ 352	\$ 295	\$ 1,705	\$ 365	\$ 1,923	\$ 141	\$ 478	\$ 4,621	\$ 320
<b>Adjusted Net (Charge)/Refund</b>	\$ (441,530)	\$ (14,540)	\$ (34,449)	\$ (1,397)	\$ (120,676)	\$ (10,255)	\$ (8,575)	\$ (49,584)	\$ (10,625)	\$ (29,684)	\$ (4,101)	\$ (13,924)	\$ (134,399)	\$ (9,320)

LODI ENERGY CENTER  
Allocation of Project Actual  
FY 2021

Allocated by	Total	Azusa	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas-Sierra	PWRPA	SVP	Ukiah
ALLOCATION PERCENTAGES:														
Generation Entitlement Share <sup>(1)</sup>	GES	100.0000%	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	1.7857%
Indenture Cost Share A	ICS A	100.0000%	4.9936%	11.8310%	0.4802%	0.0000%	3.5212%	2.9448%	17.0295%	3.6491%	0.0000%	1.4084%	4.7824%	3.2010%
Indenture Cost Share B	ICS B	100.0000%	0.000%	0.000%	0.000%	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
ACTUAL MWH		1,231,541	34,311	81,281	3,299	412,564	24,191	20,232	116,996	25,070	131,951	9,676	32,856	21,992
PROJECT COSTS:														
Fuel & LDC Costs		\$ 36,282,388	\$ 1,010,968	\$ 2,395,231	\$ 97,048	\$ 12,157,603	\$ 712,427	\$ 595,420	\$ 3,442,451	\$ 737,425	\$ 3,888,364	\$ 284,913	\$ 968,219	\$ 647,296
GHG Allowance Costs		\$ 10,371,574	\$ 288,950	\$ 684,553	\$ 27,799	\$ 3,474,472	\$ 203,734	\$ 170,390	\$ 985,296	\$ 211,163	\$ 1,111,204	\$ 81,481	\$ 276,716	\$ 185,187
Additional GHG Costs for Allocation	GES	\$ 77,724	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,724	\$ -
Labor	GES	\$ 5,753,140	\$ 160,265	\$ 379,707	\$ 15,413	\$ 1,927,302	\$ 113,009	\$ 94,513	\$ 546,548	\$ 117,117	\$ 616,409	\$ 45,202	\$ 153,488	\$ 102,734
Variable O&M	GES	\$ 4,869,036	\$ 135,636	\$ 321,357	\$ 13,047	\$ 1,631,124	\$ 95,630	\$ 79,996	\$ 462,567	\$ 99,122	\$ 521,675	\$ 38,254	\$ 129,894	\$ 86,956
Fixed O&M	GES	\$ 3,838,426	\$ 106,927	\$ 253,336	\$ 10,283	\$ 1,285,873	\$ 75,398	\$ 63,058	\$ 364,650	\$ 78,139	\$ 411,260	\$ 30,159	\$ 102,405	\$ 68,543
Administration	GES	\$ 89,194	\$ 2,485	\$ 5,887	\$ 239	\$ 29,880	\$ 1,752	\$ 1,465	\$ 8,473	\$ 1,816	\$ 9,557	\$ 701	\$ 2,380	\$ 1,593
Mandatory Costs	GES	\$ 465,292	\$ 12,962	\$ 30,709	\$ 1,247	\$ 155,873	\$ 9,140	\$ 7,644	\$ 44,203	\$ 9,472	\$ 49,853	\$ 3,656	\$ 12,414	\$ 8,309
Inventory Stock	GES	\$ 147,992	\$ 4,123	\$ 9,767	\$ 396	\$ 49,577	\$ 2,907	\$ 2,431	\$ 14,059	\$ 3,013	\$ 15,856	\$ 1,163	\$ 3,948	\$ 2,643
O&M and Capital Projects Costs	GES	\$ 1,483,470	\$ 41,325	\$ 97,909	\$ 3,974	\$ 496,962	\$ 29,140	\$ 24,370	\$ 140,930	\$ 30,199	\$ 158,943	\$ 11,656	\$ 39,577	\$ 26,490
Maintenance Reserve	GES	\$ 1,838,332	\$ 51,210	\$ 121,330	\$ 4,925	\$ 615,841	\$ 36,110	\$ 30,200	\$ 174,642	\$ 37,423	\$ 196,964	\$ 14,444	\$ 49,045	\$ 32,827
Insurance	GES	\$ 1,434,101	\$ 39,951	\$ 94,650	\$ 3,839	\$ 480,427	\$ 28,182	\$ 23,552	\$ 136,231	\$ 29,191	\$ 153,662	\$ 11,270	\$ 38,267	\$ 25,599
Other Costs	GES	\$ 27,761	\$ 773	\$ 1,832	\$ 74	\$ 9,300	\$ 545	\$ 456	\$ 2,637	\$ 565	\$ 2,974	\$ 218	\$ 741	\$ 496
Generation Services Shared	GES	\$ 389,178	\$ 10,841	\$ 25,686	\$ 1,043	\$ 130,375	\$ 7,645	\$ 6,393	\$ 36,972	\$ 7,922	\$ 41,698	\$ 3,058	\$ 10,383	\$ 6,950
Transmission (CAISO)		\$ 878,922	\$ 24,484	\$ 58,009	\$ 2,355	\$ 294,439	\$ 17,265	\$ 14,439	\$ 83,498	\$ 17,892	\$ 94,170	\$ 6,906	\$ 23,449	\$ 15,695
Energy Purchases (CAISO)		\$ 2,152,803	\$ 64,112	\$ 153,909	\$ 5,069	\$ 800,256	\$ 37,488	\$ 31,085	\$ 179,762	\$ 38,520	\$ 218,179	\$ 14,866	\$ 62,228	\$ 33,788
Debt Service Cost:														
Indenture Group A Cost	ICS A	\$ 20,912,486	\$ 1,044,286	\$ 2,474,156	\$ 100,422	\$ -	\$ 736,370	\$ 615,831	\$ 3,561,292	\$ 763,118	\$ -	\$ 294,531	\$ 1,000,119	\$ 9,652,953
BAB's Subsidy (Group A)	ICS A	\$ (4,252,914)	\$ (212,374)	\$ (503,162)	\$ (20,422)	\$ -	\$ (149,754)	\$ (125,240)	\$ (724,250)	\$ (155,193)	\$ -	\$ (59,898)	\$ (203,391)	\$ (1,963,094)
Debt and Trustee Fees (Group A)	ICS A	\$ 37,531	\$ 1,874	\$ 4,440	\$ 180	\$ -	\$ 1,322	\$ 1,105	\$ 6,391	\$ 1,370	\$ -	\$ 529	\$ 1,795	\$ 1,201
Indenture Group B Cost	ICS B	\$ 11,320,079	\$ -	\$ -	\$ -	\$ 11,320,079	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BAB's Subsidy (Group B)	ICS B	\$ (1,955,816)	\$ -	\$ -	\$ -	\$ (1,955,816)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt and Trustee Fees (Group B)	ICS B	\$ 12,607	\$ -	\$ -	\$ -	\$ 12,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative & General	GES	\$ 2,126,466	\$ 59,237	\$ 140,347	\$ 5,697	\$ 712,366	\$ 41,770	\$ 34,934	\$ 202,014	\$ 43,288	\$ 227,836	\$ 16,708	\$ 56,732	\$ 37,972
Power Management Allocated Costs	GES	\$ 1,565,802	\$ 43,619	\$ 103,343	\$ 4,195	\$ 524,544	\$ 30,757	\$ 25,723	\$ 148,751	\$ 31,875	\$ 167,765	\$ 12,303	\$ 41,774	\$ 27,961
<b>Total Project Costs</b>		<b>\$ 99,865,574</b>	<b>\$ 2,891,654</b>	<b>\$ 6,852,997</b>	<b>\$ 276,822</b>	<b>\$ 34,153,084</b>	<b>\$ 2,030,838</b>	<b>\$ 1,697,766</b>	<b>\$ 9,817,118</b>	<b>\$ 2,103,436</b>	<b>\$ 7,886,369</b>	<b>\$ 812,118</b>	<b>\$ 2,847,907</b>	<b>\$ 26,649,955</b>
<b>Estimated price per MWh</b>		<b>\$ 81.09</b>	<b>\$ 84.28</b>	<b>\$ 84.31</b>	<b>\$ 83.90</b>	<b>\$ 82.78</b>	<b>\$ 83.95</b>	<b>\$ 83.92</b>	<b>\$ 83.91</b>	<b>\$ 83.90</b>	<b>\$ 59.77</b>	<b>\$ 83.93</b>	<b>\$ 86.68</b>	<b>\$ 84.04</b>
Third Party Revenue														
ISO Energy Sales		\$ 65,099,126	\$ 1,815,321	\$ 4,301,727	\$ 174,133	\$ 21,834,664	\$ 1,277,172	\$ 1,067,808	\$ 6,174,932	\$ 1,323,188	\$ 6,966,236	\$ 510,699	\$ 1,738,901	\$ 1,160,692
Ancillary Services Sales		\$ 4,008,657	\$ 111,670	\$ 264,572	\$ 10,739	\$ 1,342,901	\$ 78,743	\$ 65,853	\$ 380,822	\$ 81,603	\$ 429,499	\$ 31,496	\$ 106,948	\$ 71,583
GHG Allowance Credits	GES	\$ 10,371,574	\$ 288,950	\$ 684,553	\$ 27,799	\$ 3,474,472	\$ 203,734	\$ 170,390	\$ 985,296	\$ 211,163	\$ 1,111,204	\$ 81,481	\$ 276,716	\$ 185,187
Insurance Receipts	GES	\$ (34,342)	\$ (957)	\$ (2,267)	\$ (92)	\$ (11,505)	\$ (675)	\$ (564)	\$ (3,262)	\$ (699)	\$ (3,680)	\$ (270)	\$ (916)	\$ (613)
Interest & Other Income	GES	\$ 1,359,552	\$ 37,873	\$ 89,730	\$ 3,642	\$ 455,450	\$ 26,706	\$ 22,335	\$ 129,157	\$ 27,676	\$ 145,666	\$ 10,682	\$ 36,271	\$ 24,278
Interest Income (Group A)	ICS A	\$ 99,699	\$ 4,979	\$ 11,795	\$ 479	\$ -	\$ 3,511	\$ 2,936	\$ 16,978	\$ 3,638	\$ -	\$ 1,404	\$ 4,768	\$ 3,191
Interest Income (Group B)	ICS B	\$ 10,320	\$ -	\$ -	\$ -	\$ 10,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 80,914,586	\$ 2,257,836	\$ 5,350,111	\$ 216,700	\$ 27,106,303	\$ 1,589,191	\$ 1,328,758	\$ 7,683,923	\$ 1,646,570	\$ 8,648,926	\$ 635,493	\$ 2,162,689	\$ 1,444,318
<b>Annual Project Costs, net</b>		<b>\$ 18,950,988</b>	<b>\$ 633,818</b>	<b>\$ 1,502,886</b>	<b>\$ 60,122</b>	<b>\$ 7,046,781</b>	<b>\$ 441,647</b>	<b>\$ 369,008</b>	<b>\$ 2,133,195</b>	<b>\$ 456,866</b>	<b>\$ (762,557)</b>	<b>\$ 176,625</b>	<b>\$ 685,218</b>	<b>\$ 5,806,184</b>
<b>Actual Price per Mwh, net</b>		<b>\$ 15.39</b>	<b>\$ 18.47</b>	<b>\$ 18.49</b>	<b>\$ 18.22</b>	<b>\$ 17.08</b>	<b>\$ 18.26</b>	<b>\$ 18.24</b>	<b>\$ 18.23</b>	<b>\$ 18.22</b>	<b>\$ (5.78)</b>	<b>\$ 18.25</b>	<b>\$ 20.86</b>	<b>\$ 18.31</b>
Summary of Variable and Fixed Project Costs:														
Variable Costs		\$ 54,554,723	\$ 1,524,150	\$ 3,613,059	\$ 145,319	\$ 18,357,894	\$ 1,066,544	\$ 891,330	\$ 5,153,574	\$ 1,104,122	\$ 5,833,592	\$ 426,420	\$ 1,460,506	\$ 968,923
Fixed Costs		\$ 45,233,127	\$ 1,367,504	\$ 3,239,937	\$ 131,504	\$ 15,795,190	\$ 964,294	\$ 806,436	\$ 4,663,544	\$ 999,314	\$ 2,052,777	\$ 385,697	\$ 1,309,676	\$ 876,589
		<b>\$ 99,787,850</b>	<b>\$ 2,891,654</b>	<b>\$ 6,852,997</b>	<b>\$ 276,822</b>	<b>\$ 34,153,084</b>	<b>\$ 2,030,838</b>	<b>\$ 1,697,766</b>	<b>\$ 9,817,118</b>	<b>\$ 2,103,436</b>	<b>\$ 7,886,369</b>	<b>\$ 812,118</b>	<b>\$ 2,770,183</b>	<b>\$ 1,845,512</b>
<b>Unfunded/(Excess)</b>		<b>\$ 459,473</b>	<b>\$ 15,040</b>	<b>\$ 35,633</b>	<b>\$ 1,445</b>	<b>\$ 126,687</b>	<b>\$ 10,607</b>	<b>\$ 8,870</b>	<b>\$ 51,289</b>	<b>\$ 10,990</b>	<b>\$ 31,607</b>	<b>\$ 4,242</b>	<b>\$ 14,402</b>	<b>\$ 139,020</b>
		<b>2.485%</b>												
JPA Assessment (per PMOA)		\$ 88,606	\$ 4,970	\$ -	\$ -	\$ 59,763	\$ -	\$ -	\$ -	\$ -	\$ 19,114	\$ -	\$ 4,759	\$ -
PM Service Revenue		\$ (168,620)	\$ (4,697)	\$ (11,129)	\$ (452)	\$ (56,488)	\$ (3,312)	\$ (2,770)	\$ (16,019)	\$ (3,433)	\$ (18,066)	\$ (1,325)	\$ (4,499)	\$ (3,011)

**Note:** 1 Generation Entitlement Share (GES) is synonymous with commonly used terms of Project Entitlement Share, Project Percentage, Project Share, Third Phase share.

NORTHERN CALIFORNIA POWER AGENCY  
LODI ENERGY CENTER  
SETTLEMENT ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2021

	Collections	Actual Costs	Refund/(Deficit)	Explanations and Comments
<b>COLLECTIONS/COSTS ANALYSIS:</b>				
<b>Variable Costs</b>				
Variable O&M	\$ 5,436,363	\$ 4,869,036	\$ 567,327	<b>General:</b> Lodi Energy Center (LEC) operates as a business plant designed to meet electric generation demand and reliability as determined by CAISO.
Fuel & LDC Costs	36,282,388	36,282,388	-	
GHG Allowance Costs	10,371,574	10,371,574	-	<b>Variable Costs:</b> Variable O&M costs were lower than collections due to lower variable maintenance costs resulting from new turbine generator.
Additional GHG Costs for Auction	77,724	77,724	-	
CA ISO Charges	878,922	878,922	-	The costs of Fuel & LDC, GHG Allowances, and ISO Energy Purchases and Charges are settled with participants in the ARB month when charged.
CA ISO Energy Purchases	2,152,803	2,152,803	-	
<b>Total Variable Costs</b>	<b>55,199,774</b>	<b>54,632,447</b>	<b>567,327</b>	
<b>Routine O&amp;M</b>				
Fixed O&M	2,717,063	3,838,426	(1,121,363)	<b>Routine O&amp;M:</b> Routine O&M costs were higher than collections by \$1.3 million primarily due to increase in filters, equipment and supplies, outside services and local permit fees.
Administration	211,377	89,194	122,183	
Mandated Costs	309,455	465,292	(155,837)	
Inventory Stock	-	147,992	(147,992)	
<b>Routine O &amp; M Costs without Labor</b>	<b>3,237,895</b>	<b>4,540,904</b>	<b>(1,303,009)</b>	
Labor	5,789,039	5,753,140	35,899	
<b>Total Routine O &amp; M Costs</b>	<b>9,026,934</b>	<b>10,294,044</b>	<b>(1,267,110)</b>	
<b>Other Plant Costs</b>				
Debt Service	26,023,835	26,023,835	-	<b>Other Plants Costs -</b>
Insurance	898,336	1,434,101	(535,765)	
Other Costs	106,547	77,899	28,648	<b>Insurance:</b> Insurance costs were higher than collection due to uptick in California market due to continuing wildfires and LEC turbine loss claim in FY 2020.
Administrative & General	2,317,930	2,126,466	191,464	
Generation Services Shared	353,712	389,178	(35,466)	<b>Other Costs</b> A&G, Generation Shared, Power Management, and other net costs were less than collections due to lower allocated costs based on person years and program costs.
Power Management Allocated Costs	1,523,860	1,565,802	(41,942)	
<b>Total Other Plant Costs</b>	<b>31,224,220</b>	<b>31,617,281</b>	<b>(393,061)</b>	
<b>Total O &amp; M Costs</b>	<b>95,450,928</b>	<b>96,543,772</b>	<b>(1,092,844)</b>	
<b>Projects</b>				
Operations & Maintenance	1,060,957	1,500,274	(439,317)	<b>Projects:</b> Operations & Maintenance costs for Projects were \$439K higher than collections due to additional equipment and scaffolding to ensure worker safety.
Capital Projects	6,500	(16,804)	23,304	
Maintenance Reserve	1,838,332	1,838,332	-	
<b>Total Projects</b>	<b>2,905,789</b>	<b>3,321,802</b>	<b>(416,013)</b>	
<b>Annual Collections/Costs</b>	<b>98,356,717</b>	<b>99,865,574</b>	<b>(1,508,857)</b>	
<b>THIRD PARTY REVENUE ANALYSIS:</b>				
ISO Energy Sales	65,099,126	65,099,126	-	<b>Third Party Revenues:</b> Third party revenue exceeded collections by \$1.0 million primarily due to funding transfer from Maintenance Reserve to fund partial Annex costs and Annual Outage costs. Total of the funding transfer was \$1.1 million.
Ancillary Services Sales	4,008,657	4,008,657	-	
GHG Allowance Credits	10,371,574	10,371,574	-	Revenues from ISO Energy Sales and Ancillary Services are credited to participants in the ARB when received.
Interest Income - Operations	94,945	127,130	(32,185)	
Interest Income (NCPA)	242,355	99,699	142,656	
Interest Income (CDWR)	48,545	10,320	38,225	
Insurance Receipts	-	(34,342)	34,342	
Other Income	-	1,232,422	(1,232,422)	
<b>Total Third Party Revenue</b>	<b>79,865,202</b>	<b>80,914,586</b>	<b>(1,049,384)</b>	
<b>Net Plant Collections/Costs <sup>(A)</sup></b>	<b>\$ 18,491,515</b>	<b>\$ 18,950,988</b>	<b>\$ (459,473)</b>	
<b>OTHER ITEMS:</b>				
Natural Gas Transfer Credit <sup>(A)</sup>	(2,953,670)	(2,953,670)	-	
<b>Net Project Collections/Costs</b>	<b>\$ 15,537,845</b>	<b>\$ 15,997,318</b>	<b>\$ (459,473)</b>	

LODI ENERGY CENTER  
Billing Settlement Summary  
FY 2021

	Total	Azusa	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas-Sierra	PWRPA	SVP	Ukiah
Collections per All Resources Bill (ARB)	\$ 15,537,845	\$ 618,778	\$ 1,427,869	\$ (1,878)	\$ 6,920,094	\$ 268,579	\$ 81,349	\$ 558,926	\$ (115,609)	\$ (794,164)	\$ 116,722	\$ 670,816	\$ 5,667,164	\$ 119,199
Transfer Gas Credit in ARB	\$ 2,953,670	\$ -	\$ 39,384	\$ 60,555	\$ -	\$ 162,461	\$ 278,789	\$ 1,522,980	\$ 561,485	\$ -	\$ 55,661	\$ -	\$ -	\$ 272,355
<b>Total Adjusted ARB Collections</b>	<b>\$ 18,491,515</b>	<b>\$ 618,778</b>	<b>\$ 1,467,253</b>	<b>\$ 58,677</b>	<b>\$ 6,920,094</b>	<b>\$ 431,040</b>	<b>\$ 360,138</b>	<b>\$ 2,081,906</b>	<b>\$ 445,876</b>	<b>\$ (794,164)</b>	<b>\$ 172,383</b>	<b>\$ 670,816</b>	<b>\$ 5,667,164</b>	<b>\$ 391,554</b>
Net Project Costs	\$ 18,950,988	\$ 633,818	\$ 1,502,886	\$ 60,122	\$ 7,046,781	\$ 441,647	\$ 369,008	\$ 2,133,195	\$ 456,866	\$ (762,557)	\$ 176,625	\$ 685,218	\$ 5,806,184	\$ 401,194
O&M Reserve Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Adjusted Costs</b>	<b>\$ 18,950,988</b>	<b>\$ 633,818</b>	<b>\$ 1,502,886</b>	<b>\$ 60,122</b>	<b>\$ 7,046,781</b>	<b>\$ 441,647</b>	<b>\$ 369,008</b>	<b>\$ 2,133,195</b>	<b>\$ 456,866</b>	<b>\$ (762,557)</b>	<b>\$ 176,625</b>	<b>\$ 685,218</b>	<b>\$ 5,806,184</b>	<b>\$ 401,194</b>
<b>Net Project Charge</b>	<b>\$ (459,473)</b>	<b>\$ (15,040)</b>	<b>\$ (35,633)</b>	<b>\$ (1,445)</b>	<b>\$ (126,687)</b>	<b>\$ (10,607)</b>	<b>\$ (8,870)</b>	<b>\$ (51,289)</b>	<b>\$ (10,990)</b>	<b>\$ (31,607)</b>	<b>\$ (4,242)</b>	<b>\$ (14,402)</b>	<b>\$ (139,020)</b>	<b>\$ (9,640)</b>
<b>Excess of PM Service Revenue to LEC</b>	<b>\$ 17,943</b>	<b>\$ 500</b>	<b>\$ 1,184</b>	<b>\$ 48</b>	<b>\$ 6,011</b>	<b>\$ 352</b>	<b>\$ 295</b>	<b>\$ 1,705</b>	<b>\$ 365</b>	<b>\$ 1,923</b>	<b>\$ 141</b>	<b>\$ 478</b>	<b>\$ 4,621</b>	<b>\$ 320</b>
<b>Adjusted Net (Charge)/Refund</b>	<b>\$ (441,530)</b>	<b>\$ (14,540)</b>	<b>\$ (34,449)</b>	<b>\$ (1,397)</b>	<b>\$ (120,676)</b>	<b>\$ (10,255)</b>	<b>\$ (8,575)</b>	<b>\$ (49,584)</b>	<b>\$ (10,625)</b>	<b>\$ (29,684)</b>	<b>\$ (4,101)</b>	<b>\$ (13,924)</b>	<b>\$ (134,399)</b>	<b>\$ (9,320)</b>

LODI ENERGY CENTER  
Allocation of Project Actual  
FY 2021

Allocated by	Total	Azusa	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas-Sierra	PWRPA	SVP	Ukiah
ALLOCATION PERCENTAGES:														
Generation Entitlement Share <sup>(1)</sup>	GES	100.0000%	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	1.7857%
Indenture Cost Share A	ICS A	100.0000%	4.9936%	11.8310%	0.4802%	0.0000%	3.5212%	2.9448%	17.0295%	3.6491%	0.0000%	1.4084%	4.7824%	3.2010%
Indenture Cost Share B	ICS B	100.0000%	0.000%	0.000%	0.000%	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
ACTUAL MWH		1,231,541	34,311	81,281	3,299	412,564	24,191	20,232	116,996	25,070	131,951	9,676	32,856	21,992
PROJECT COSTS:														
Fuel & LDC Costs		\$ 36,282,388	\$ 1,010,968	\$ 2,395,231	\$ 97,048	\$ 12,157,603	\$ 712,427	\$ 595,420	\$ 3,442,451	\$ 737,425	\$ 3,888,364	\$ 284,913	\$ 968,219	\$ 647,296
GHG Allowance Costs		\$ 10,371,574	\$ 288,950	\$ 684,553	\$ 27,799	\$ 3,474,472	\$ 203,734	\$ 170,390	\$ 985,296	\$ 211,163	\$ 1,111,204	\$ 81,481	\$ 276,716	\$ 185,187
Additional GHG Costs for Allocation	GES	\$ 77,724	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,724	\$ -
Labor	GES	\$ 5,753,140	\$ 160,265	\$ 379,707	\$ 15,413	\$ 1,927,302	\$ 113,009	\$ 94,513	\$ 546,548	\$ 117,117	\$ 616,409	\$ 45,202	\$ 153,488	\$ 102,734
Variable O&M	GES	\$ 4,869,036	\$ 135,636	\$ 321,357	\$ 13,047	\$ 1,631,124	\$ 95,630	\$ 79,996	\$ 462,567	\$ 99,122	\$ 521,675	\$ 38,254	\$ 129,894	\$ 86,956
Fixed O&M	GES	\$ 3,838,426	\$ 106,927	\$ 253,336	\$ 10,283	\$ 1,285,873	\$ 75,398	\$ 63,058	\$ 364,650	\$ 78,139	\$ 411,260	\$ 30,159	\$ 102,405	\$ 68,543
Administration	GES	\$ 89,194	\$ 2,485	\$ 5,887	\$ 239	\$ 29,880	\$ 1,752	\$ 1,465	\$ 8,473	\$ 1,816	\$ 9,557	\$ 701	\$ 2,380	\$ 1,593
Mandatory Costs	GES	\$ 465,292	\$ 12,962	\$ 30,709	\$ 1,247	\$ 155,873	\$ 9,140	\$ 7,644	\$ 44,203	\$ 9,472	\$ 49,853	\$ 3,656	\$ 12,414	\$ 8,309
Inventory Stock	GES	\$ 147,992	\$ 4,123	\$ 9,767	\$ 396	\$ 49,577	\$ 2,907	\$ 2,431	\$ 14,059	\$ 3,013	\$ 15,856	\$ 1,163	\$ 3,948	\$ 2,643
O&M and Capital Projects Costs	GES	\$ 1,483,470	\$ 41,325	\$ 97,909	\$ 3,974	\$ 496,962	\$ 29,140	\$ 24,370	\$ 140,930	\$ 30,199	\$ 158,943	\$ 11,656	\$ 39,577	\$ 26,490
Maintenance Reserve	GES	\$ 1,838,332	\$ 51,210	\$ 121,330	\$ 4,925	\$ 615,841	\$ 36,110	\$ 30,200	\$ 174,642	\$ 37,423	\$ 196,964	\$ 14,444	\$ 49,045	\$ 32,827
Insurance	GES	\$ 1,434,101	\$ 39,951	\$ 94,650	\$ 3,839	\$ 480,427	\$ 28,182	\$ 23,552	\$ 136,231	\$ 29,191	\$ 153,662	\$ 11,270	\$ 38,267	\$ 25,599
Other Costs	GES	\$ 27,761	\$ 773	\$ 1,832	\$ 74	\$ 9,300	\$ 545	\$ 456	\$ 2,637	\$ 565	\$ 2,974	\$ 218	\$ 741	\$ 496
Generation Services Shared	GES	\$ 389,178	\$ 10,841	\$ 25,686	\$ 1,043	\$ 130,375	\$ 7,645	\$ 6,393	\$ 36,972	\$ 7,922	\$ 41,698	\$ 3,058	\$ 10,383	\$ 6,950
Transmission (CAISO)		\$ 878,922	\$ 24,484	\$ 58,009	\$ 2,355	\$ 294,439	\$ 17,265	\$ 14,439	\$ 83,498	\$ 17,892	\$ 94,170	\$ 6,906	\$ 23,449	\$ 15,695
Energy Purchases (CAISO)		\$ 2,152,803	\$ 64,112	\$ 153,909	\$ 5,069	\$ 800,256	\$ 37,488	\$ 31,085	\$ 179,762	\$ 38,520	\$ 218,179	\$ 14,866	\$ 62,228	\$ 33,788
Debt Service Cost:														
Indenture Group A Cost	ICS A	\$ 20,912,486	\$ 1,044,286	\$ 2,474,156	\$ 100,422	\$ -	\$ 736,370	\$ 615,831	\$ 3,561,292	\$ 763,118	\$ -	\$ 294,531	\$ 1,000,119	\$ 9,652,953
BAB's Subsidy (Group A)	ICS A	\$ (4,252,914)	\$ (212,374)	\$ (503,162)	\$ (20,422)	\$ -	\$ (149,754)	\$ (125,240)	\$ (724,250)	\$ (155,193)	\$ -	\$ (59,898)	\$ (203,391)	\$ (1,963,094)
Debt and Trustee Fees (Group A)	ICS A	\$ 37,531	\$ 1,874	\$ 4,440	\$ 180	\$ -	\$ 1,322	\$ 1,105	\$ 6,391	\$ 1,370	\$ -	\$ 529	\$ 1,795	\$ 1,201
Indenture Group B Cost	ICS B	\$ 11,320,079	\$ -	\$ -	\$ -	\$ 11,320,079	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BAB's Subsidy (Group B)	ICS B	\$ (1,955,816)	\$ -	\$ -	\$ -	\$ (1,955,816)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt and Trustee Fees (Group B)	ICS B	\$ 12,607	\$ -	\$ -	\$ -	\$ 12,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative & General	GES	\$ 2,126,466	\$ 59,237	\$ 140,347	\$ 5,697	\$ 712,366	\$ 41,770	\$ 34,934	\$ 202,014	\$ 43,288	\$ 227,836	\$ 16,708	\$ 56,732	\$ 37,972
Power Management Allocated Costs	GES	\$ 1,565,802	\$ 43,619	\$ 103,343	\$ 4,195	\$ 524,544	\$ 30,757	\$ 25,723	\$ 148,751	\$ 31,875	\$ 167,765	\$ 12,303	\$ 41,774	\$ 27,961
<b>Total Project Costs</b>		<b>\$ 99,865,574</b>	<b>\$ 2,891,654</b>	<b>\$ 6,852,997</b>	<b>\$ 276,822</b>	<b>\$ 34,153,084</b>	<b>\$ 2,030,838</b>	<b>\$ 1,697,766</b>	<b>\$ 9,817,118</b>	<b>\$ 2,103,436</b>	<b>\$ 7,886,369</b>	<b>\$ 812,118</b>	<b>\$ 2,847,907</b>	<b>\$ 26,649,955</b>
<b>Estimated price per MWh</b>		<b>\$ 81.09</b>	<b>\$ 84.28</b>	<b>\$ 84.31</b>	<b>\$ 83.90</b>	<b>\$ 82.78</b>	<b>\$ 83.95</b>	<b>\$ 83.92</b>	<b>\$ 83.91</b>	<b>\$ 83.90</b>	<b>\$ 59.77</b>	<b>\$ 83.93</b>	<b>\$ 86.68</b>	<b>\$ 84.04</b>
Third Party Revenue														
ISO Energy Sales		\$ 65,099,126	\$ 1,815,321	\$ 4,301,727	\$ 174,133	\$ 21,834,664	\$ 1,277,172	\$ 1,067,808	\$ 6,174,932	\$ 1,323,188	\$ 6,966,236	\$ 510,699	\$ 1,738,901	\$ 1,160,692
Ancillary Services Sales		\$ 4,008,657	\$ 111,670	\$ 264,572	\$ 10,739	\$ 1,342,901	\$ 78,743	\$ 65,853	\$ 380,822	\$ 81,603	\$ 429,499	\$ 31,496	\$ 106,948	\$ 71,583
GHG Allowance Credits	GES	\$ 10,371,574	\$ 288,950	\$ 684,553	\$ 27,799	\$ 3,474,472	\$ 203,734	\$ 170,390	\$ 985,296	\$ 211,163	\$ 1,111,204	\$ 81,481	\$ 276,716	\$ 185,187
Insurance Receipts	GES	\$ (34,342)	\$ (957)	\$ (2,267)	\$ (92)	\$ (11,505)	\$ (675)	\$ (564)	\$ (3,262)	\$ (699)	\$ (3,680)	\$ (270)	\$ (916)	\$ (613)
Interest & Other Income	GES	\$ 1,359,552	\$ 37,873	\$ 89,730	\$ 3,642	\$ 455,450	\$ 26,706	\$ 22,335	\$ 129,157	\$ 27,676	\$ 145,666	\$ 10,682	\$ 36,271	\$ 24,278
Interest Income (Group A)	ICS A	\$ 99,699	\$ 4,979	\$ 11,795	\$ 479	\$ -	\$ 3,511	\$ 2,936	\$ 16,978	\$ 3,638	\$ -	\$ 1,404	\$ 4,768	\$ 3,191
Interest Income (Group B)	ICS B	\$ 10,320	\$ -	\$ -	\$ -	\$ 10,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 80,914,586	\$ 2,257,836	\$ 5,350,111	\$ 216,700	\$ 27,106,303	\$ 1,589,191	\$ 1,328,758	\$ 7,683,923	\$ 1,646,570	\$ 8,648,926	\$ 635,493	\$ 2,162,689	\$ 1,444,318
<b>Annual Project Costs, net</b>		<b>\$ 18,950,988</b>	<b>\$ 633,818</b>	<b>\$ 1,502,886</b>	<b>\$ 60,122</b>	<b>\$ 7,046,781</b>	<b>\$ 441,647</b>	<b>\$ 369,008</b>	<b>\$ 2,133,195</b>	<b>\$ 456,866</b>	<b>\$ (762,557)</b>	<b>\$ 176,625</b>	<b>\$ 685,218</b>	<b>\$ 5,806,184</b>
<b>Actual Price per Mwh, net</b>		<b>\$ 15.39</b>	<b>\$ 18.47</b>	<b>\$ 18.49</b>	<b>\$ 18.22</b>	<b>\$ 17.08</b>	<b>\$ 18.26</b>	<b>\$ 18.24</b>	<b>\$ 18.23</b>	<b>\$ 18.22</b>	<b>\$ (5.78)</b>	<b>\$ 18.25</b>	<b>\$ 20.86</b>	<b>\$ 18.31</b>
Summary of Variable and Fixed Project Costs:														
Variable Costs		\$ 54,554,723	\$ 1,524,150	\$ 3,613,059	\$ 145,319	\$ 18,357,894	\$ 1,066,544	\$ 891,330	\$ 5,153,574	\$ 1,104,122	\$ 5,833,592	\$ 426,420	\$ 1,460,506	\$ 968,923
Fixed Costs		\$ 45,233,127	\$ 1,367,504	\$ 3,239,937	\$ 131,504	\$ 15,795,190	\$ 964,294	\$ 806,436	\$ 4,663,544	\$ 999,314	\$ 2,052,777	\$ 385,697	\$ 1,309,676	\$ 876,589
		<b>\$ 99,787,850</b>	<b>\$ 2,891,654</b>	<b>\$ 6,852,997</b>	<b>\$ 276,822</b>	<b>\$ 34,153,084</b>	<b>\$ 2,030,838</b>	<b>\$ 1,697,766</b>	<b>\$ 9,817,118</b>	<b>\$ 2,103,436</b>	<b>\$ 7,886,369</b>	<b>\$ 812,118</b>	<b>\$ 2,770,183</b>	<b>\$ 1,845,512</b>
<b>Unfunded/(Excess)</b>		<b>\$ 459,473</b>	<b>\$ 15,040</b>	<b>\$ 35,633</b>	<b>\$ 1,445</b>	<b>\$ 126,687</b>	<b>\$ 10,607</b>	<b>\$ 8,870</b>	<b>\$ 51,289</b>	<b>\$ 10,990</b>	<b>\$ 31,607</b>	<b>\$ 4,242</b>	<b>\$ 14,402</b>	<b>\$ 139,020</b>
		<b>2.485%</b>												
JPA Assessment (per PMOA)		\$ 88,606	\$ 4,970	\$ -	\$ -	\$ 59,763	\$ -	\$ -	\$ -	\$ -	\$ 19,114	\$ -	\$ 4,759	\$ -
PM Service Revenue		\$ (168,620)	\$ (4,697)	\$ (11,129)	\$ (452)	\$ (56,488)	\$ (3,312)	\$ (2,770)	\$ (16,019)	\$ (3,433)	\$ (18,066)	\$ (1,325)	\$ (4,499)	\$ (3,011)

**Note:** 1 Generation Entitlement Share (GES) is synonymous with commonly used terms of Project Entitlement Share, Project Percentage, Project Share, Third Phase share.

NORTHERN CALIFORNIA POWER AGENCY  
LODI ENERGY CENTER  
SETTLEMENT ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2021

	Collections	Actual Costs	Refund/(Deficit)	Explanations and Comments
<b>COLLECTIONS/COSTS ANALYSIS:</b>				
<b>Variable Costs</b>				
Variable O&M	\$ 5,436,363	\$ 4,869,036	\$ 567,327	<b>General:</b> Lodi Energy Center (LEC) operates as a business plant designed to meet electric generation demand and reliability as determined by CAISO.
Fuel & LDC Costs	36,282,388	36,282,388	-	
GHG Allowance Costs	10,371,574	10,371,574	-	<b>Variable Costs:</b> Variable O&M costs were lower than collections due to lower variable maintenance costs resulting from new turbine generator.
Additional GHG Costs for Auction	77,724	77,724	-	
CA ISO Charges	878,922	878,922	-	The costs of Fuel & LDC, GHG Allowances, and ISO Energy Purchases and Charges are settled with participants in the ARB month when charged.
CA ISO Energy Purchases	2,152,803	2,152,803	-	
<b>Total Variable Costs</b>	<b>55,199,774</b>	<b>54,632,447</b>	<b>567,327</b>	
<b>Routine O&amp;M</b>				
Fixed O&M	2,717,063	3,838,426	(1,121,363)	<b>Routine O&amp;M:</b> Routine O&M costs were higher than collections by \$1.3 million primarily due to increase in filters, equipment and supplies, outside services and local permit fees.
Administration	211,377	89,194	122,183	
Mandated Costs	309,455	465,292	(155,837)	
Inventory Stock	-	147,992	(147,992)	
<b>Routine O &amp; M Costs without Labor</b>	<b>3,237,895</b>	<b>4,540,904</b>	<b>(1,303,009)</b>	
Labor	5,789,039	5,753,140	35,899	
<b>Total Routine O &amp; M Costs</b>	<b>9,026,934</b>	<b>10,294,044</b>	<b>(1,267,110)</b>	
<b>Other Plant Costs</b>				
Debt Service	26,023,835	26,023,835	-	<b>Other Plants Costs -</b>
Insurance	898,336	1,434,101	(535,765)	
Other Costs	106,547	77,899	28,648	<b>Insurance:</b> Insurance costs were higher than collection due to uptick in California market due to continuing wildfires and LEC turbine loss claim in FY 2020.
Administrative & General	2,317,930	2,126,466	191,464	
Generation Services Shared	353,712	389,178	(35,466)	<b>Other Costs</b> A&G, Generation Shared, Power Management, and other net costs were less than collections due to lower allocated costs based on person years and program costs.
Power Management Allocated Costs	1,523,860	1,565,802	(41,942)	
<b>Total Other Plant Costs</b>	<b>31,224,220</b>	<b>31,617,281</b>	<b>(393,061)</b>	
<b>Total O &amp; M Costs</b>	<b>95,450,928</b>	<b>96,543,772</b>	<b>(1,092,844)</b>	
<b>Projects</b>				
Operations & Maintenance	1,060,957	1,500,274	(439,317)	<b>Projects:</b> Operations & Maintenance costs for Projects were \$439K higher than collections due to additional equipment and scaffolding to ensure worker safety.
Capital Projects	6,500	(16,804)	23,304	
Maintenance Reserve	1,838,332	1,838,332	-	
<b>Total Projects</b>	<b>2,905,789</b>	<b>3,321,802</b>	<b>(416,013)</b>	
<b>Annual Collections/Costs</b>	<b>98,356,717</b>	<b>99,865,574</b>	<b>(1,508,857)</b>	
<b>THIRD PARTY REVENUE ANALYSIS:</b>				
ISO Energy Sales	65,099,126	65,099,126	-	<b>Third Party Revenues:</b> Third party revenue exceeded collections by \$1.0 million primarily due to funding transfer from Maintenance Reserve to fund partial Annex costs and Annual Outage costs. Total of the funding transfer was \$1.1 million.
Ancillary Services Sales	4,008,657	4,008,657	-	
GHG Allowance Credits	10,371,574	10,371,574	-	Revenues from ISO Energy Sales and Ancillary Services are credited to participants in the ARB when received.
Interest Income - Operations	94,945	127,130	(32,185)	
Interest Income (NCPA)	242,355	99,699	142,656	
Interest Income (CDWR)	48,545	10,320	38,225	
Insurance Receipts	-	(34,342)	34,342	
Other Income	-	1,232,422	(1,232,422)	
<b>Total Third Party Revenue</b>	<b>79,865,202</b>	<b>80,914,586</b>	<b>(1,049,384)</b>	
<b>Net Plant Collections/Costs <sup>(A)</sup></b>	<b>\$ 18,491,515</b>	<b>\$ 18,950,988</b>	<b>\$ (459,473)</b>	
<b>OTHER ITEMS:</b>				
Natural Gas Transfer Credit <sup>(A)</sup>	(2,953,670)	(2,953,670)	-	
<b>Net Project Collections/Costs</b>	<b>\$ 15,537,845</b>	<b>\$ 15,997,318</b>	<b>\$ (459,473)</b>	