



12745 N. Thornton Road
Lodi, CA 95242

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LEC PPC Agenda

Date: December 2, 2020

Subject: December 7, 2020 Lodi Energy Center Project Participant Committee Meeting

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

Time: 10:00 a.m.

***This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, Governor Newsom's Emergency Declaration related to COVID-19, and Governor Newsom's Executive Order N-29-20 issued on March 17, 2020 that allows attendance by LEC PPC Members, staff, and the public to participate and conduct the meeting by teleconference.

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In compliance with the Executive Department, State of California, Executive Order N-29-20, and the Brown Act, you may participate in the meeting via teleconference by:

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

Dial: 1-872-240-3212

Access Code: 327-912-613

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

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

1. Review Safety Procedures

2. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

3. Meeting Minutes – Approval of November 9, 2020 Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for November 2020 – *(Rafael Santana)*

5. Market Data Report for November 2020 – Verbal Report *(Zakary Liske)*

6. Monthly Asset Report for October 2020 – *(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 October 2020 – Accept by all Participants

9. Financial Report for October 2020 – 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. Utility System Efficiencies, Inc. MTPSA** – Staff is seeking a recommendation for approval of a Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc., for consulting services related to WECC and NERC reliability criteria, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 12. Lodi Energy Center Spring 2021 Outage** – Staff is seeking a recommendation for approval of the Lodi Energy Center April 2021 Spring Outage.

INFORMATIONAL/ DISCUSSION ITEMS

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

ADJOURNMENT

Next Regular Meeting: January 11, 2021 at 10:00 a.m.

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



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
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LEC PPC Meeting Minutes

Date: November 9, 2020

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 10:01am by Chairman Jiayo Chiang. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Manny	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Alqaser	Present	33.5000%
Gridley - Eckert	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Singh	Present	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	87.2215%
Absent	5	12.7785%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

November 9, 2020

Public Forum

Chairman Chiang 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 October 12, 2020 were considered. The LEC PPC considered the following motion:

Date: 11/9/2020

Motion: The PPC approves the minutes from the October 12, 2020 regular LEC PPC meeting.

Moved by:

CDWR

Seconded by:

Lodi

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Abstain	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	85.1858%
Total Noes	0	0.0000%
Total Abstain	1	2.0357%
Total Absent	5	12.7785%
Result:		Motion Passes

MONTHLY REPORTS

4. Operational Reports for October 2020

Rafael Santana presented the Operational Report for October 2020. There were no OSHA recordable accidents and no NERC/WECC violations. There were forced outages in October by PG&E gas supply maintenance, and a steam leak repair. The next planned outage is April 2021. Planning continues for the steam turbine and generator six-week major outage in 2022 and is on schedule.

The operational report reflected monthly production of 87,957 MWH, 344 service hours, and equivalent operating availability of 88.4%. The report set for the Capacity Factor @ 302MW Pmax of 39.1%. There were 8 hot starts, 8 warm starts, and 2 cold starts during the month.

5. Market Data Report for October 2020

Zackary Liske mentioned the operating and financial settlement results for the month. LEC was committed to CAISO 21 out of 31 available days. Most runs were between 6-11 hours and 18-23 hours in the afternoons and evenings, and 3 days straight runs in the month of October. There were 3 days not committed due to economics and 7 days for forced outages. Zackary will look into PG&E's gas supply maintenance outage in October 2020, to see if it affected LEC's numbers, per Mike Whitney's question.

6. Monthly Asset Report

Michael DeBortoli presented the monthly asset report for September 2020. Michael mentioned September was a good month driven by economics, the forecast was up and down and the fixed costs tracked with LEC's forecast. LEC continues to track with the budget. This is a stronger September than last year for LEC.

7. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for October 2020. 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 8-14)

The consent calendar was considered. Chairman Chiang 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: 11/9/2020

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.:
8. Treasurer's Report for September 2020; **9.** Financial Report for September

2020; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** ORR Protection Systems, Inc. First Amendment to MTGSA, increasing the not to exceed amount from \$1,500,000 to \$3,000,000, with no change to the contract term, for continued use at all NCPA facilities and Members/SCPPA; **12.** Process Innovations, Inc. First Amendment to MTCSA transferring assignment to Brandenburg Holdings, LLC dba Process Innovations/Process Plugins and approval of related Standard Software License Agreement, for use at all NCPA facilities and Members/SCPPA; **13.** Tesco Controls, Inc. MTGSA for integrated electrical and process control systems services, not to exceed \$1,000,000, for use at all NCPA facilities and Members/SCPPA; **14.** FY2020 Annual Billing Settlements for the period of July 1, 2019 through June 30, 2020.

Moved by:
Seconded by:

SVP
CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	87.2215%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.7785%
Result:	Motion Passes	

BUSINESS ACTION ITEMS

15. 2021 Insurance Renewal

Rui Dai reviewed a PowerPoint presentation explaining the reasons for insurance increases between the property and liability coverages for 2021. Monty Hanks reviewed the proposal for the Committee to delegate authority to the General Manager to negotiate the 2021 insurance coverages with a not-to-exceed \$1,005,550 between the two coverages as negotiations continue into December 2020. Brock Costalupes confirmed with Monty Hanks the liability coverages is separate from LEC and the property coverage is combined with NCPA's other assets. Monty explained the wildfire risk is under liability coverage if LEC creates the fire. Fires started by others, falls under the property insurance coverage. Chairman Chiang wanted to know if insurance pools were available to help lower premiums. Monty's goal is to locate and strategize a long term insurance solution to protect NCPA at a reasonable cost as he continues to look into pools, funds and bond options for the future.

Date: 11/9/2020

Motion: The LEC PPC approves and recommends the Commission delegate authority to the General Manager to negotiate and bind 2021 property damage and liability coverage amounts as presented (or better) and a not-to-exceed proposed premiums of approximately \$796,450 for property and \$209,100 for excess liability.

Moved by:

CDWR

Seconded by:

SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	87.2215%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.7785%
Result:	Motion Passes	

16. APPA DEED Grant Agreement

Before Joel Ledesma presented his PowerPoint presentation recommendation on the Black & Veatch Green Hydrogen Electrolyzer Feasibility Study supporting clean energy, Jane Luckhardt mentioned her husband is a casual employee of Black & Veatch and removed herself from the call and the Black & Veatch project. Michael DeBortoli's son is a student employed by Black & Veatch and he removed himself from the call and the Black & Veatch project. Joel requested approval to use LEC's operation and maintenance budget to cover the remaining balance not covered by the Demonstration of Energy & Efficiency Developments (DEED) Grant Agreement with the American Public Power Association (APPA) for the feasibility study with Black & Veatch.

Date: 11/9/2020

Motion: Staff seeking a recommendation for approval of a Demonstration of Energy & Efficiency Developments (DEED) Grant Agreement with the American Public Power Association (APPA), with any non-substantial changes recommended and approved by the NCPA General Counsel, to accept a grant of \$48,450 to be used toward completing a Green Hydrogen Electrolyzer Feasibility Study. And grant APPA non-exclusive, royalty-free, perpetual, worldwide, irrevocable license to use, copy, publish, create derivative works, distribute, market and support, in all mediums including APPA's website, all information, materials and work product, including reports, abstracts, videos, guidebooks, software programs, documentation, and other deliverables, created pursuant to this Grant (collectively, the "Work").

Moved by:

MID

Seconded by:

Lompoc

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%

Vote Summary		
Total Ayes	8	87.2215%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.7785%
Result:	Motion Passes	

17. Appointment of a New Chairperson for LEC PPC Committee

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

Date: 11/9/2020

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

Moved by:

Lodi

Seconded by:

Lompoc

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Abstain	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	61.4715%
Total Noes	0	0.0000%
Total Abstain	1	25.7500%
Total Absent	5	12.7785%
Result:	Motion Passes	

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18. Appointment of a New Vice Chair for LEC PPC Committee

The new Vice Chair for LEC PPC Committee is Jiayo Chiang with City of Lodi.

Date: 11/9/2020

Motion: The PPC approves the election of Jiayo Chang to serve as the new Vice Chairperson of the LEC Project Participant Committee to conduct the business of the PPC pursuant to the Power Sales Agreement and the Project Management and Operations Agreement.

Moved by:

Azusa

Seconded by:

Lompoc

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Abstain	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	77.7215%
Total Noes	0	0.0000%
Total Abstain	1	9.5000%
Total Absent	5	12.7785%
Result:	Motion Passes	

INFORMATIONAL ITEMS

19. Additional Operational Updates

None.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, December 7, 2020 at 10:00am.

The meeting was adjourned at 11:27 pm.

Submitted by: Melissa Conrad

DRAFT

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 12/07/2020

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

- Permits: 1 Violation Issued. San Joaquin Valley Air Pollution Control District issued an NOV for the following reason: On October 7, 2020 LEC exceeded the permit's 3 hour rolling average of 2.0 ppm NOx limit by 0.1 ppm for one hour starting at 12:00am. The NOV was issued on October 30, 2020 at 4:12pm.
- NERC/WECC: 0 Violations Issued.

Outage Summaries:

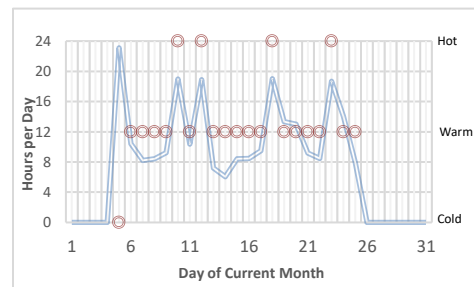
- 10/17 @ 00:13 - 10/19 @ 14:22: PG&E Gas Supply Outage, OMS 9271927
- 10/28 @ 00:00 - 23:59: Steam Leak Repair, OMS 9335388

Planned Outage Summaries:

- April 1-30, 2021 Planned Outage
- 2022/2023 ST and Gen – Major Inspection (6 weeks outage)

Generating Unit Statistics:**Date:** 11/1/2020

1. Monthly Production	62,410	MWH
2. Productivity Factor		
a. Service Hours	251	Hours
b. Service Factor	34.8%	%
c. Capacity Factor @ 302MW Pmax	28.7	%
3. Equivalent Operating Availability (EOA)	86.4	%
4. Forced Outage Rate (FOR)	28.1	%



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	6,915	0.95%	5,131	\$1,331
Seg. 2 284 - 296	6870	6,925	0.80%	23,389	\$5,122
Seg. 3 275 - 284	6971	6,937	-0.49%	5,899	-\$802
Seg. 4 250 - 275	7081	6,949	-1.87%	14,530	-\$7,689
Seg. 5 225 - 250	7130	7,062	-0.95%	6,124	-\$1,662
Seg. 6 200 - 225	7200	7,204	0.06%	2,008	\$36
Seg. 7 175 - 225	7450	7,567	1.56%	1,787	\$833
Seg. 8 165 - 175	7760	7,792	0.41%	533	\$68
	7,164	7,169	-0.21%	59,400	-\$2,763

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	0	0	\$6
Seg. 3 275 - 284	0	0	0	\$6
Seg. 4 250 - 275	0	0	0	\$13
Seg. 5 225 - 250	0	-1	1	\$23
Seg. 6 200 - 225	0	-4	4	\$117
Seg. 7 175 - 225	0	-2	2	\$72
Seg. 8 165 - 175	0	0	0	\$9
	0	-8	8	\$247

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	4	16	1
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	66	86	165
Start Time Deviation (%)	-12%	-22%	-18%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,262	1,421	3,421
Fuel Deviation (%)	-3%	-21%	-2%
Costs of Fuel Deviations (\$)	-\$607	-\$24,234	-\$316



LEC PPC Meeting

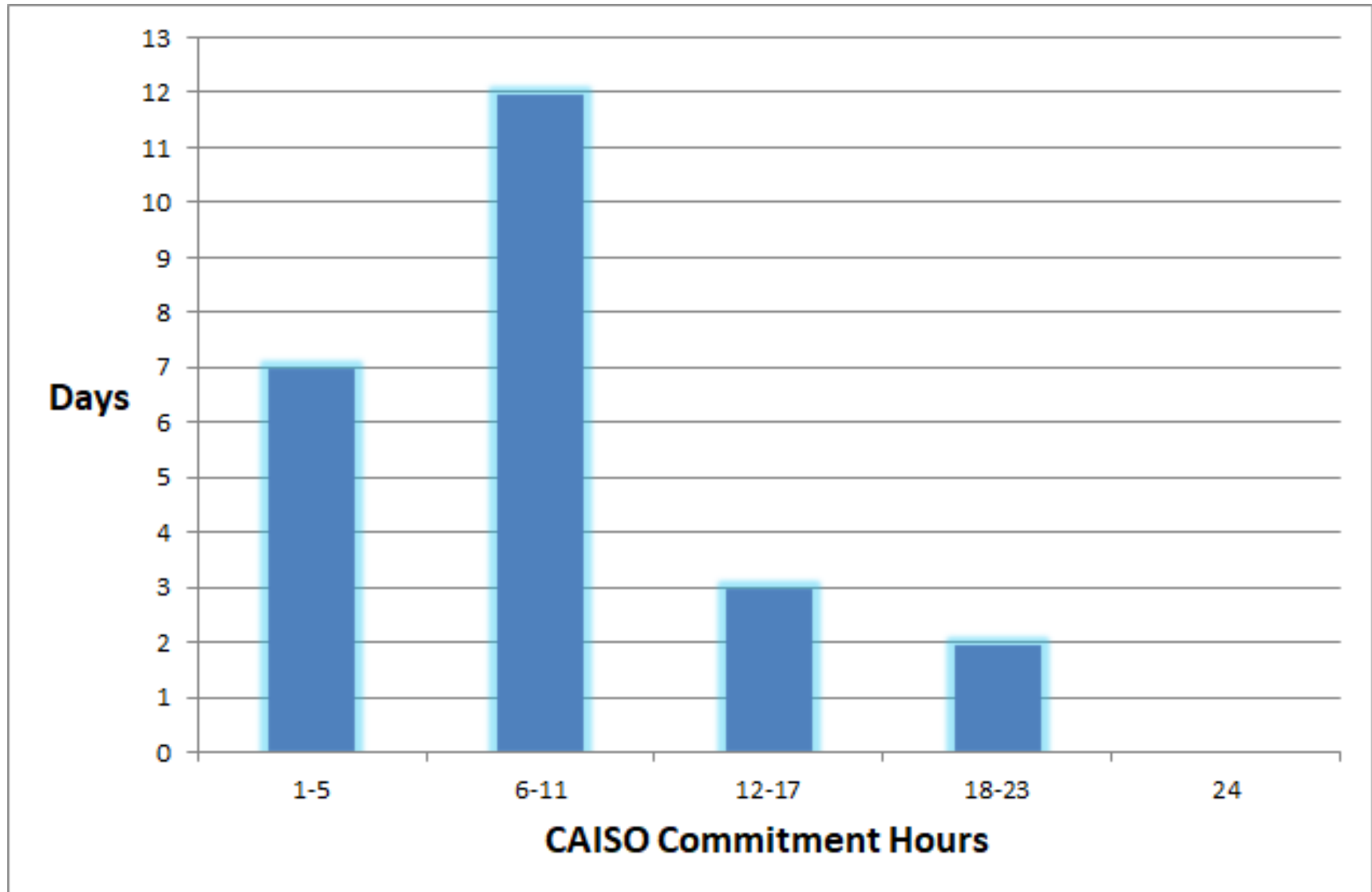
December 7, 2020

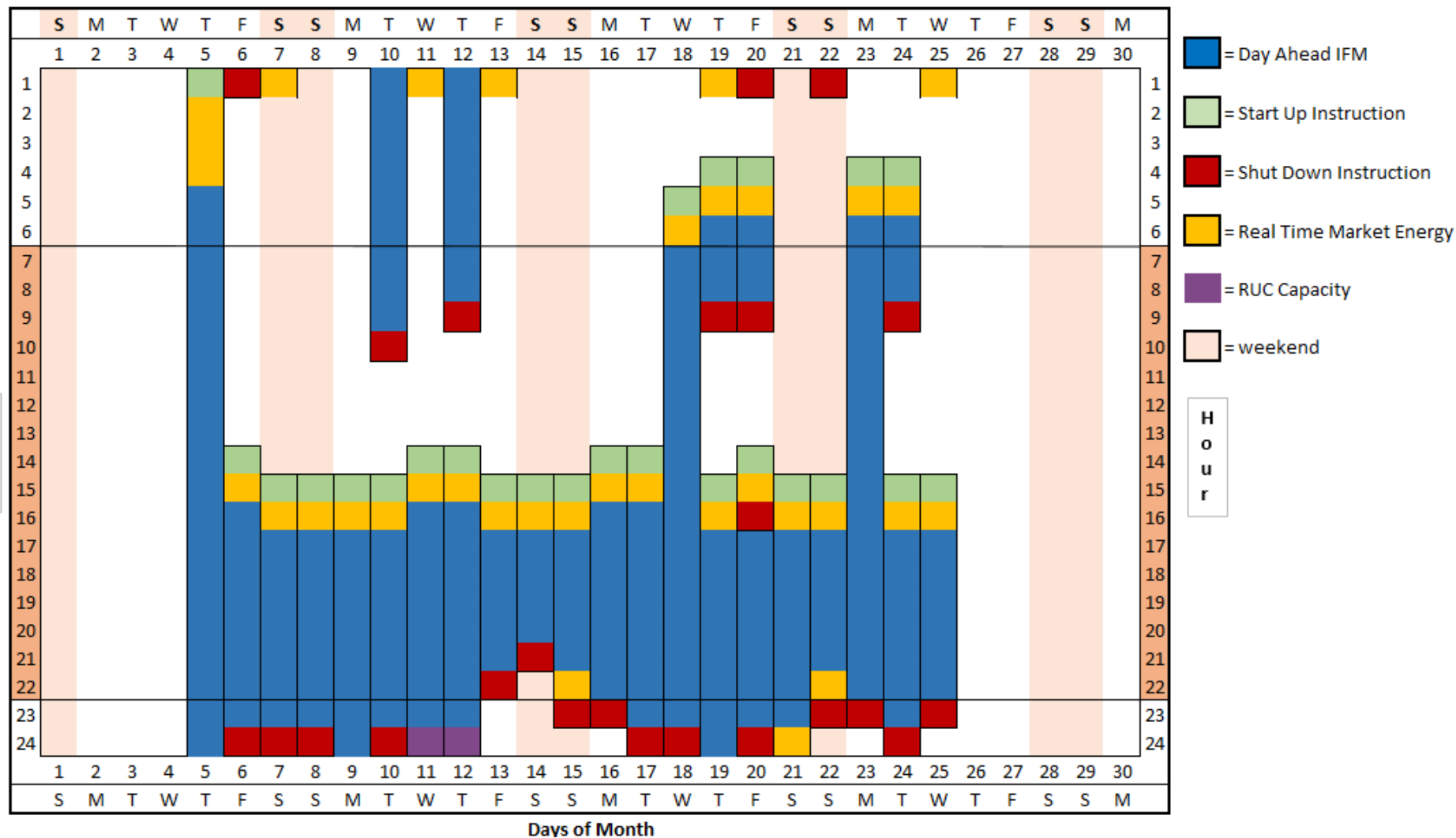
**November 2020 Market Financial
Results**

LEC Operational Results for November 2020

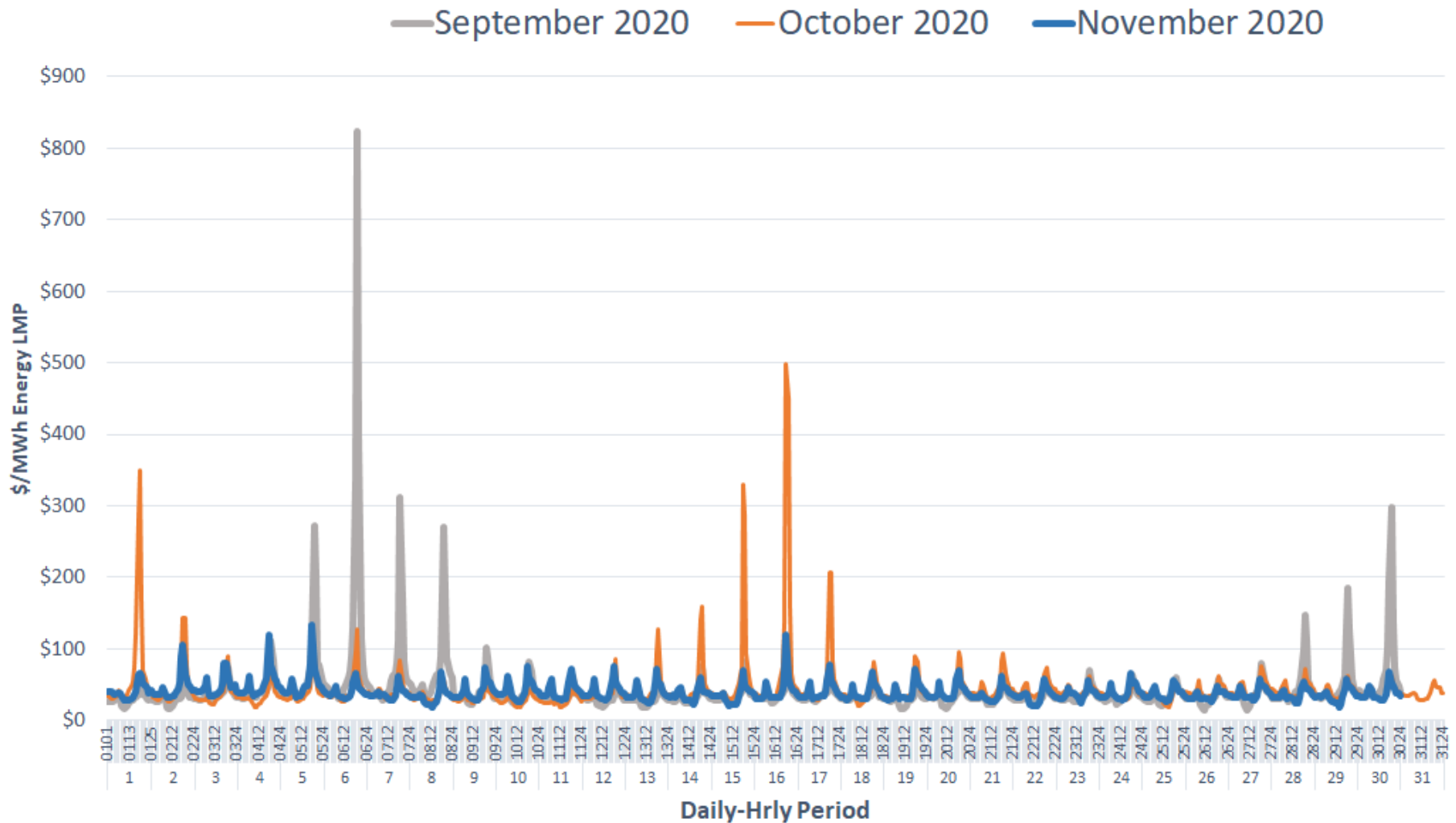
- Resource Adequacy Availability Metrics:
 - 83.18% - Monthly Assessment Generic Performance
 - 86.67% - Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- RAAIM Non-Availability Charge Amount:
 - \$58,825 for Generic RA based on claimed 146.22 mw
 - \$ 4,887 for Flexible RA based on claimed 16.48 mw
- LEC was committed by CAISO for Market energy 21 days of 26 available days
 - LEC Plant cycled 24 times during the month
 - 3 days involved two start-ups and shut-downs per day
 - 4 days unavailable due to forced outage from turbine steam leaks
 - 5 days not committed due to economics

Frequency Tabulation of Daily CAISO commitment hours for November 2020





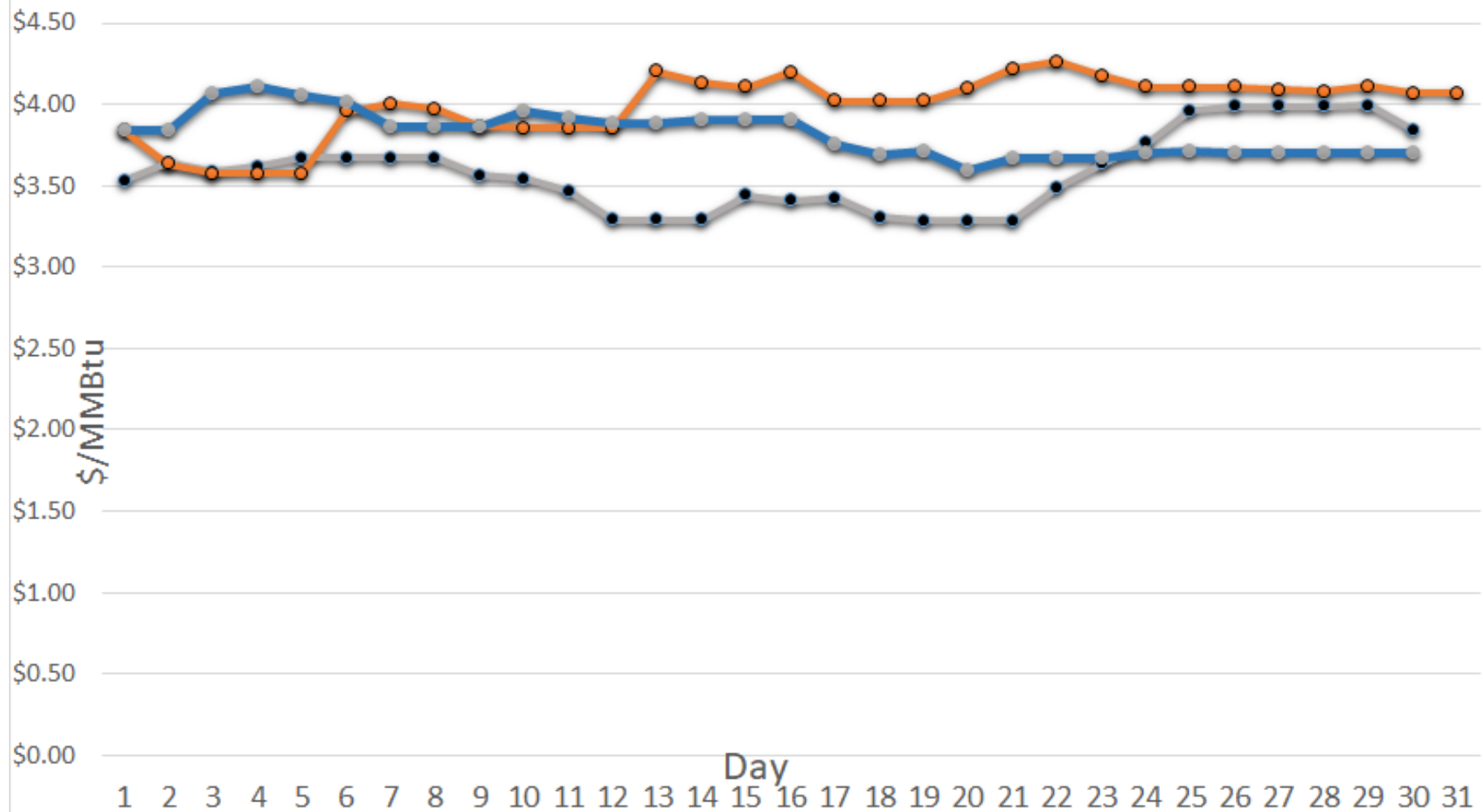
DA Energy LMP values by Month



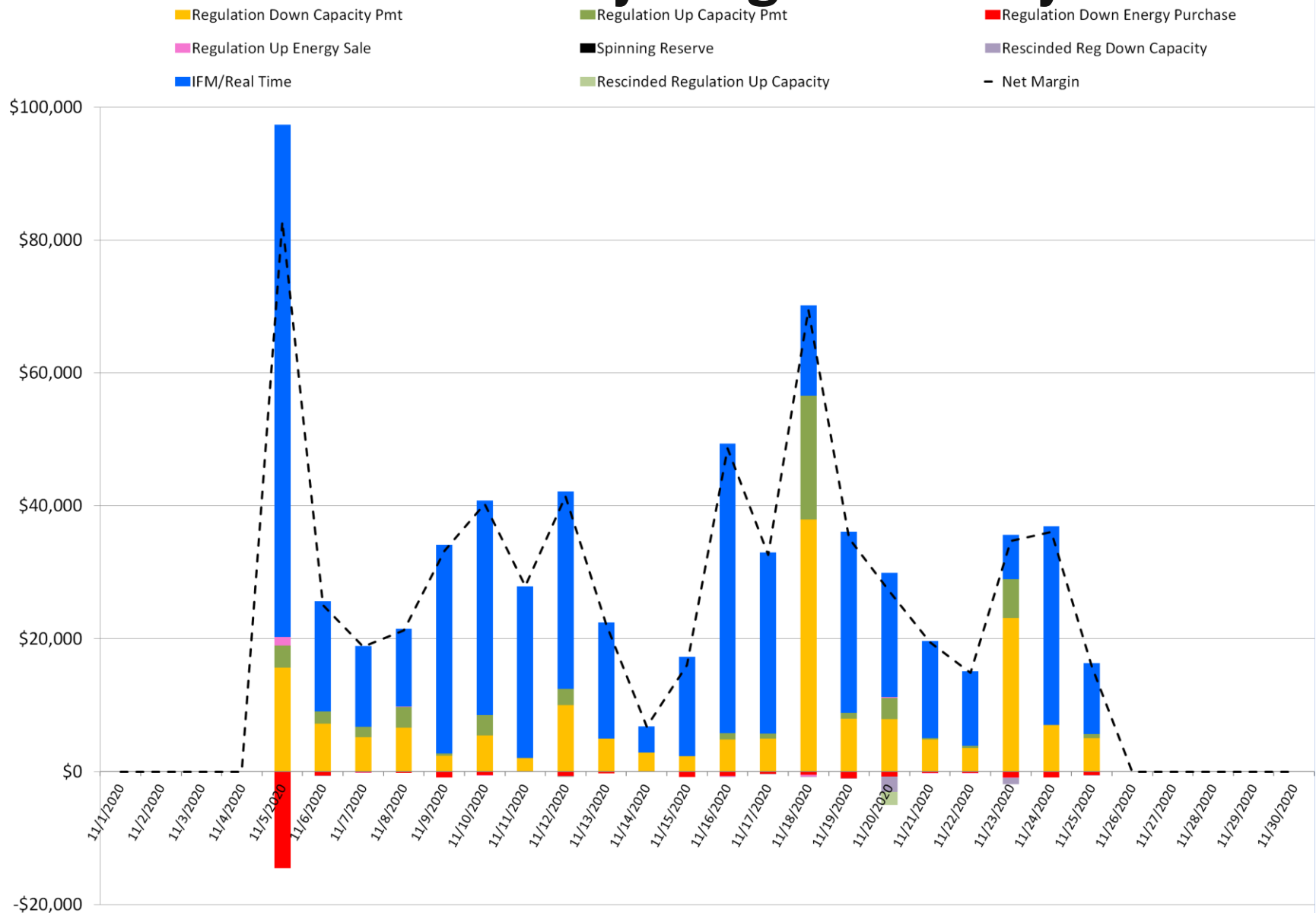
November 2020 Daily PG&E City Gate Gas Index

Daily PG&E CityGate Index Prices by Month

September 2020 October 2020 November 2020



November 2020 LEC Daily Margin Profile by Product



November 2020 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$ 3,025,200	
Regulation Up Capacity	\$ 47,200	
Regulation Down Capacity	\$ 171,400	
Spinning Reserve	\$ -	
Total Gross LEC Revenue		\$ 3,243,800
LEC CAISO GMC Costs	\$ (25,200)	
CAISO Energy & Capacity Buyback Costs	\$ (144,000)	
Total Monthly LEC Fuel Cost	\$ (1,752,400)	
Total Monthly GHG Obligation	\$ (424,500)	
Variable Operations & Maintenance Cost	\$ (199,100)	
Total Costs		\$ (2,545,200)
Net Cumulative Monthly Margin		\$ 698,600
Average Margin \$/MWh	\$	11.2

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

November 2020 Cost of Congestion Component

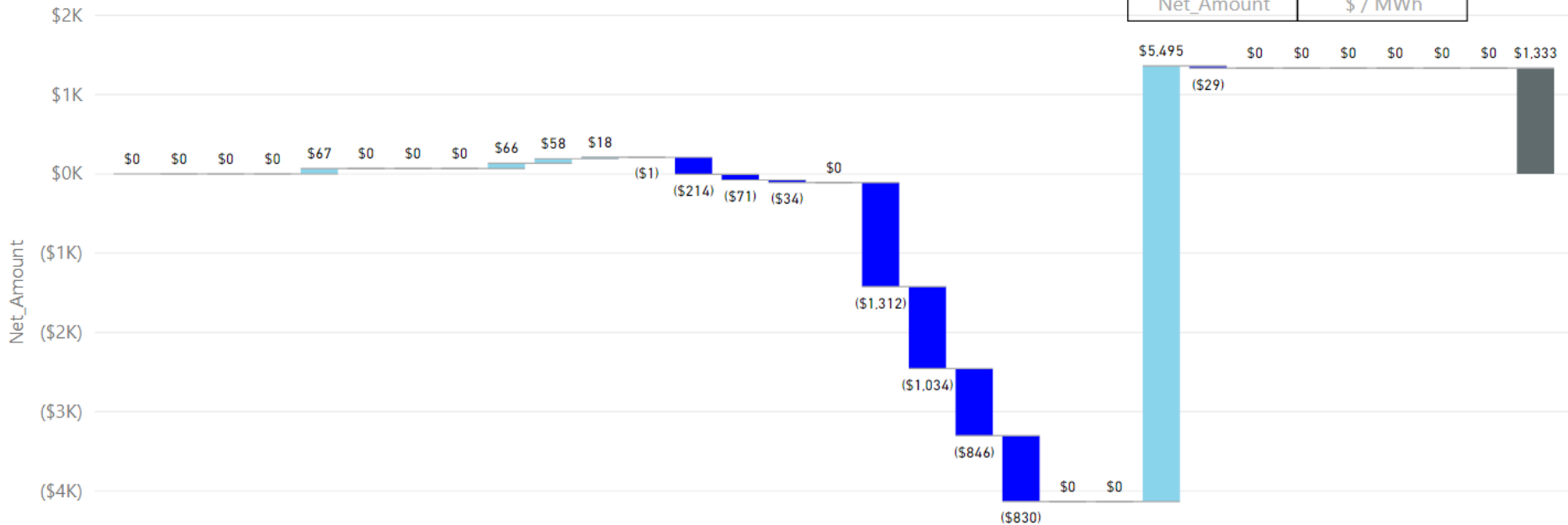
● Increase ● Decrease ● Total

\$1,333

Net_Amount

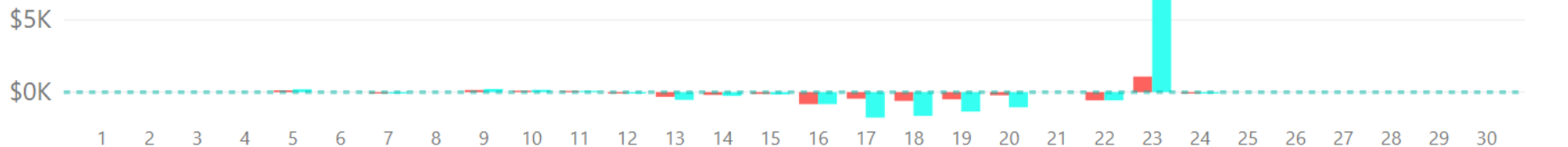
\$0.02

\$ / MWh



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost

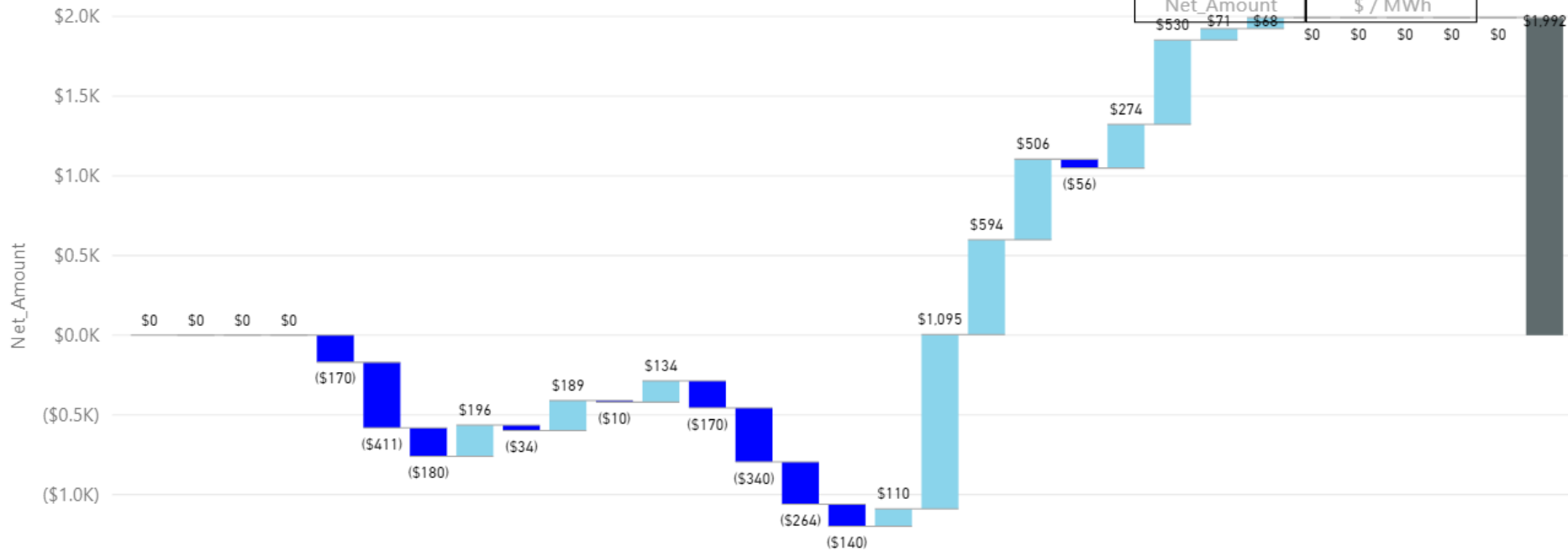


Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

Net_Amount by Day

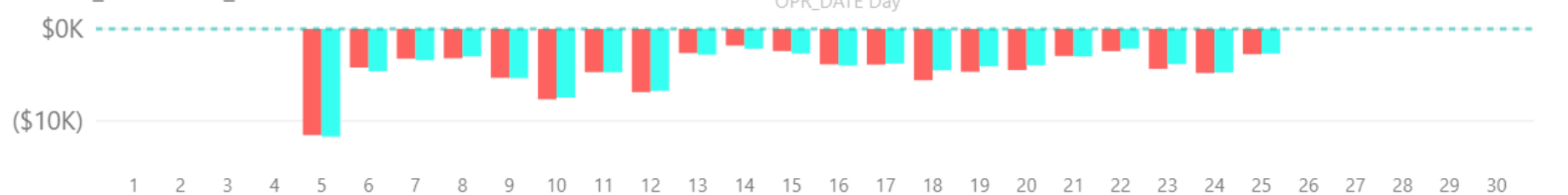
November 2020 Cost of Loss Component

● Increase ● Decrease ● Total



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



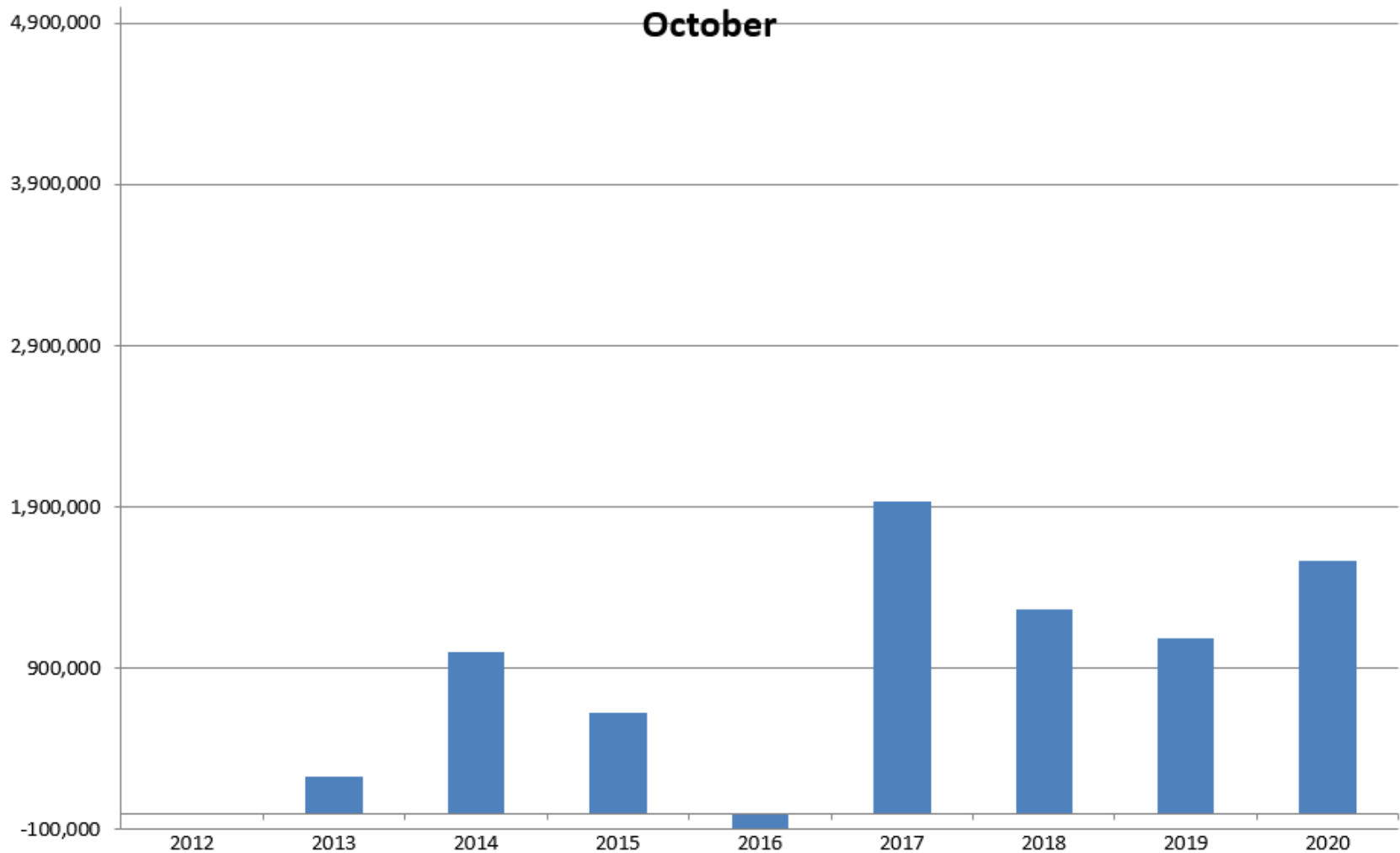
Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 11/24/2020

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2020 Budget	Percent Used	Comments
VOM	2,100,250	4,745,364	2,926,963	3,423,662	5,076,434	5,577,916	8,095,046	5,160,787	1,761,731	10,000	1,841,269	4,043,444	44,762,866	50,918,015	87.9%	
Capacity Factor	32%	65%	65%	39%	62%	63%	80%	60%	17%	0%	19%	53%	46%	54%	86.3%	
Fuel Consumed (mmBTU, estimated)	553,447	1,035,000	548,358	637,443	925,175	976,858	1,225,931	857,743	260,745	0	297,338	787,140	8,105,178	9,021,368	89.8%	Frequent, short runs. Less Efficient.
Avg Fuel Cost (\$/mmBTU)	2.51	3.21	3.71	4.08	3.89	4.19	4.25	4.41	5.19	0.00	4.77	3.96	3.94	3.65	107.8%	
Power Produced (MWhr, estimated)	75,067	145,066	73,991	87,952	135,062	142,607	178,968	125,218	38,065	0	43,407	114,911	1,160,314	1,316,988	88.1%	
Avg Power Price (\$/MWhr)	37.12	64.43	64.82	58.46	43.51	47.03	48.36	46.44	49.46	0.00	51.94	45.04	50.36	49.94	100.9%	
Operations / Variable / LTSA	32,219	107,731	197,945	73,568	127,187	139,509	1,243,505	119,648	10,000	10,000	10,000	10,000	2,081,311	5,436,362	38.3%	
Fuel (estimated)	1,387,262	3,318,378	2,035,385	2,601,505	3,602,399	4,097,430	5,210,970	3,779,126	1,353,735	0	1,419,448	3,116,476	31,922,115	32,955,703	96.9%	
AB32 GHG Offset (estimated)	508,424	950,218	508,995	598,684	833,873	880,456	1,159,713	811,413	246,661	0	281,277	744,623	7,524,336	8,695,359	86.5%	
CA ISO Charges (estimated)	172,345	369,037	184,638	149,905	512,975	460,522	480,858	450,600	151,334	0	130,544	172,345	3,235,104	3,830,591	84.5%	
Routine O&M (Fixed)	1,026,632	1,427,542	964,942	882,496	1,048,356	898,343	898,343	891,343	916,957	979,970	1,061,957	1,116,957	12,113,840	11,555,680	104.8%	
Maintenance / Fixed	311,545	463,173	282,367	282,612	300,000	205,000	205,000	205,000	205,000	205,000	350,000	205,000	3,219,697	2,717,065	118.5%	Aux Power
Administration	2,729	13,600	10,296	2,260	17,615	17,615	17,615	17,615	17,615	17,615	17,615	17,615	169,803	211,377	80.3%	
Mandatory Costs	36,623	190,530	25,662	9,311	7,000	15,000	15,000	8,000	33,614	33,614	33,614	33,614	441,581	309,455	142.7%	
Inventory Stock	0	0	7,434	50	0	0	0	0	0	0	0	0	7,484	-	0.0%	
Labor	482,419	566,447	439,117	393,381	513,013	450,000	450,000	450,000	450,000	513,013	450,000	650,000	5,807,390	5,789,039	100.3%	
Insurance	66,328	66,328	66,328	66,328	74,862	74,862	74,862	74,862	74,862	74,862	74,862	74,862	864,204	898,338	96.2%	
Power Management & Settlements	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	1,523,859	1,523,860	100.0%	
Other Costs	0	476	6,750	1,566	8,879	8,879	8,879	8,879	8,879	8,879	8,879	8,879	79,823	106,546	74.9%	
Projects	352,616	277,393	153,194	161,920	253,194	159,694	278,194	278,194	278,194	403,194	424,150	153,194	3,173,134	2,905,788	109.2%	
Maintenance Reserve	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	1,838,331	1,838,332	100.0%	
Operations & Maintenance Projects	-287,312	36,453	0	4,600	100,000	0	125,000	125,000	125,000	250,000	270,956	0	749,697	1,060,956	70.7%	
Capital Projects	486,734	87,746	0	4,126	0	6,500	0	0	0	0	0	0	585,106	6,500	9001.6%	
A&G	183,752	208,363	197,156	188,760	222,637	222,637	222,637	222,637	222,637	222,637	222,637	222,637	2,559,126	2,671,642	95.8%	
Administrative & General (Allocated)	160,659	198,558	152,153	153,613	193,161	193,161	193,161	193,161	193,161	193,161	193,161	193,161	2,210,270	2,317,930	95.4%	
Generation Services Shared	23,093	9,805	45,003	35,147	29,476	29,476	29,476	29,476	29,476	29,476	29,476	29,476	348,856	353,712	98.6%	
Total O&M Cost	3,663,250	6,658,662	4,242,255	4,656,838	6,600,622	6,858,590	9,494,220	6,552,962	3,179,519	1,615,801	3,550,014	5,536,233	62,608,966	68,051,125	92.0%	
Debt Service	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	26,023,835	26,023,835	100.0%	
Revenues	2,786,992	9,389,288	4,797,711	5,141,732	5,909,015	6,738,272	8,686,733	5,847,799	1,914,803	32,154	2,286,542	5,207,295	58,738,335	66,151,457	88.8%	
ISO Energy Sales (estimated)	2,786,450	9,346,750	4,796,399	5,141,732	5,876,861	6,706,119	8,654,580	5,815,645	1,882,649	0	2,254,388	5,175,141	58,436,713	65,765,612	88.9%	
Other Income	542	42,538	1,312	0	32,154	32,154	32,154	32,154	32,154	32,154	32,154	32,154	301,622	385,845		
Net	(\$3,044,911)	\$561,973	(\$1,613,197)	(\$1,683,759)	(\$2,860,260)	(\$2,288,971)	(\$2,976,140)	(\$2,873,816)	(\$3,433,369)	(\$3,752,301)	(\$3,432,124)	(\$2,497,591)	(\$29,894,466)	(\$27,923,503)	Above budget by 7.06%	

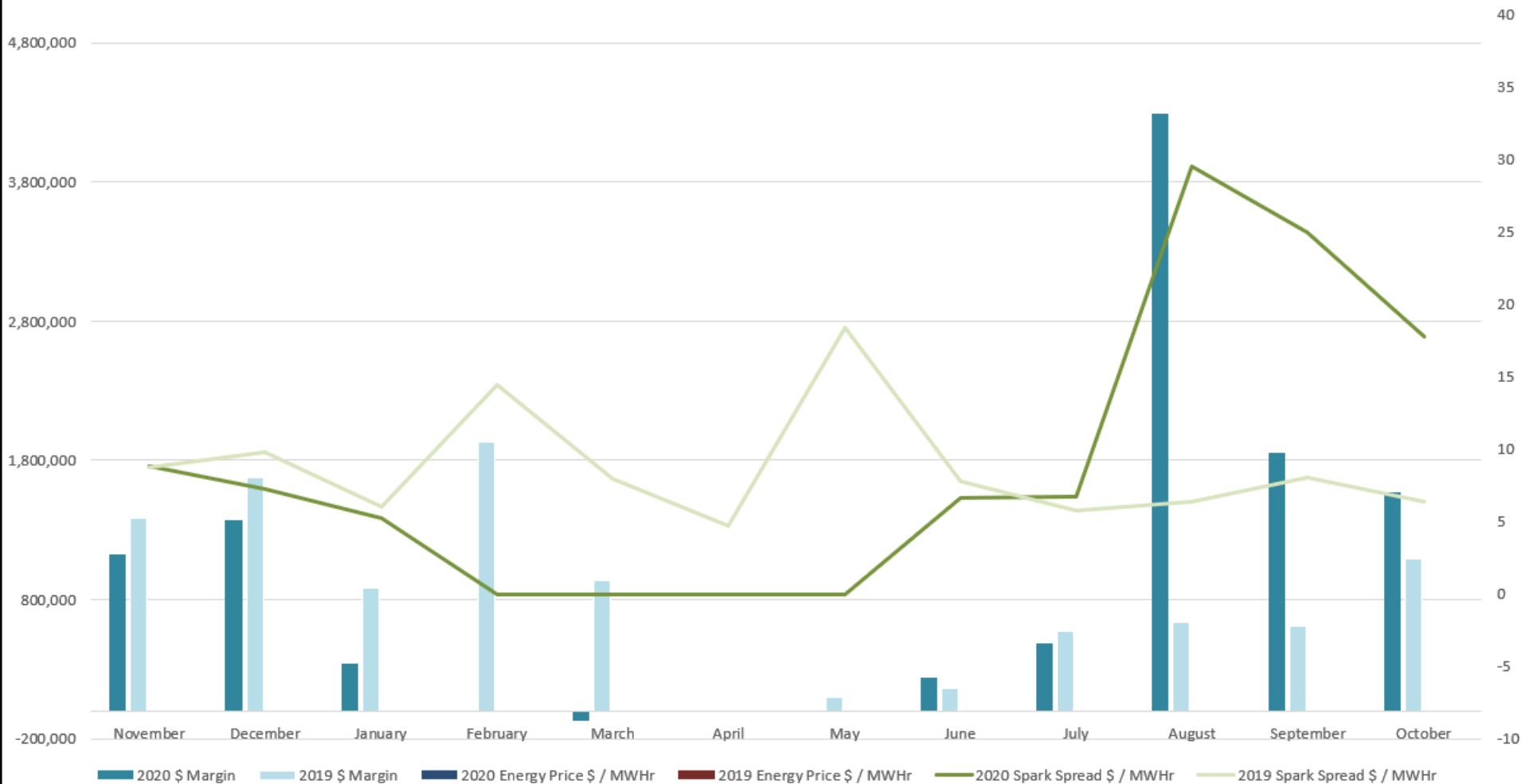
October Asset Report

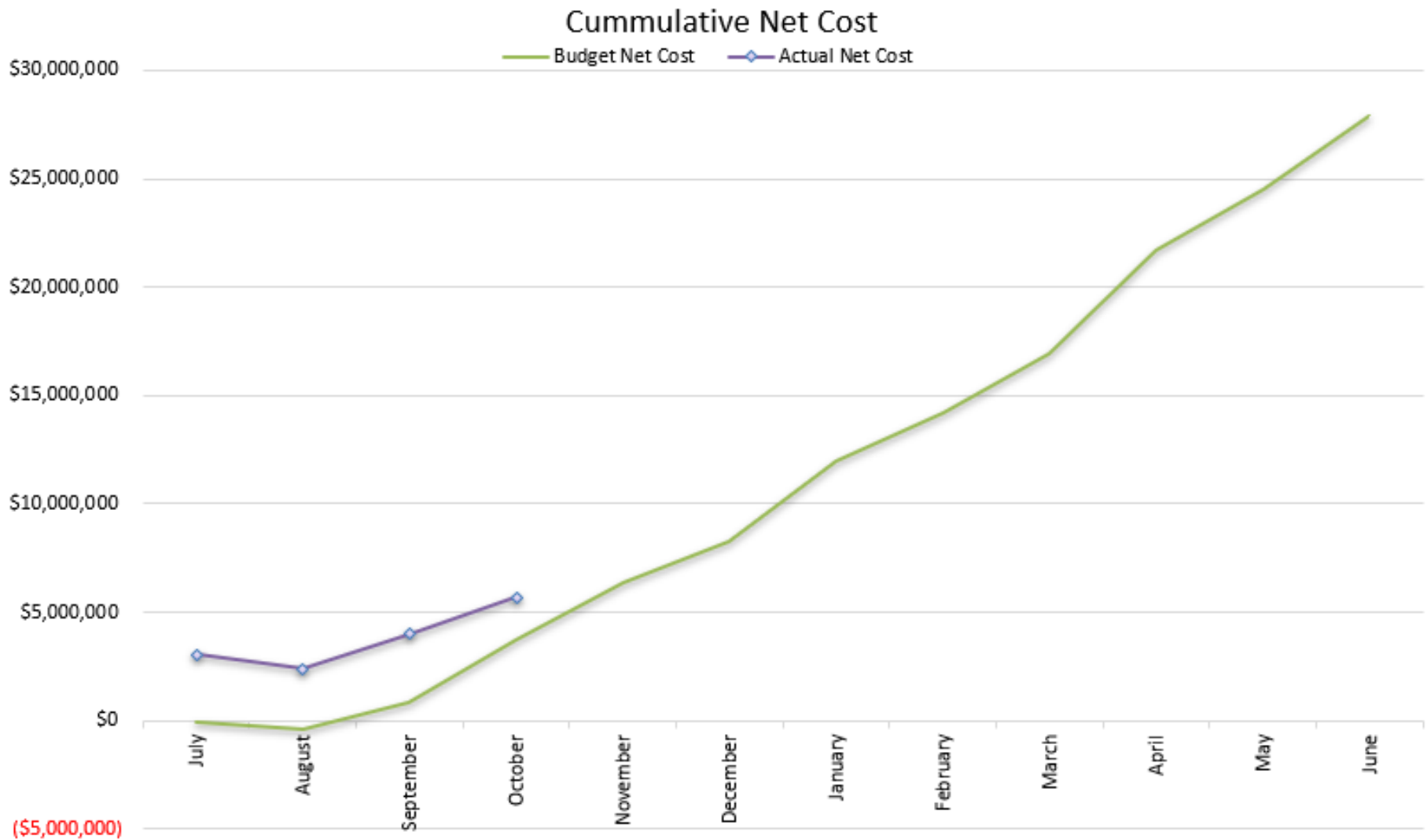
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	5,141,732	3,709,360	6,566,596	1,432,372	39%	
VOM	3,423,662	4,243,374	6,128,984	(819,713)	-19%	More Cycles, Less Efficient
Fixed	882,496	893,343	818,482	(10,847)	-1%	Aux Power
Projects	161,920	153,194	153,194	8,726	6%	
A&G	188,760	222,637	222,637	(33,877)	-15%	
Debt	2,168,653	2,168,653	2,168,653	0	0.00%	
Net Cost	(1,683,759)	(3,971,842)	(2,925,353)	2,288,083	-58%	
Net Annual Cost		(29,894,466)	(27,923,503)	(\$1,970,964)		
				Above budget by 7.06%		

Historical Margins



Historical Monthly Comparison







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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: December 7, 2020
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended October 31, 2020

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 \$667,591.

Investments - The carrying value of the LEC's investment portfolio totaled \$36,727,907 at month end. The current market value of the portfolio totaled \$36,868,090.

The overall portfolio had a combined weighted average interest rate of 0.718% with a bond equivalent yield (yield to maturity) of 0.590%. Investments with a maturity greater than one year totaled \$12,960,000. During the month \$2,031,825 was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills remained unchanged at 0.10% and rates on one year T-Bills also remained unchanged at 0.12%.

To the best of my knowledge and belief, all securities held by LEC as of October 31, 2020 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

OCTOBER 31, 2020

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DETAIL REPORT OF INVESTMENTS	APPENDIX

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
October 31, 2020

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 667,591	\$ 12,429,357	\$ 13,096,948	35.02%	\$ 12,429,321
Debt Service Reserve	-	12,628,692	12,628,692	33.77%	12,736,934
O & M Reserve	-	11,582,731	11,582,731	30.98%	11,614,708
	667,591	36,640,780	37,308,371	99.77%	36,780,963
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	87,127	87,127	0.23%	87,127
Transmission Upgrade Escrow ¹	-	-	-	0.00%	-
Participant Deposit Account	-	-	-	0.00%	-
	\$ 667,591	\$ 36,727,907	\$ 37,395,498	100.00%	\$ 36,868,090

NOTE A -Investment amounts shown at book carrying value.

¹ Amount held in escrow

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
October 31, 2020

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST	INVESTMENTS	OPS/CONSTR	INVESTMENTS	INTER-COMPANY/ FUND TRANSFERS	
		(NOTE B)	(NOTE A)		(NOTE B)		
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 1	\$ -	\$ -	\$ (2,020,156)	\$ 2,686,756	\$ 666,601
Debt Service Reserve	-	12	-	-	(12)	-	-
O & M Reserve	-	11,493	-	-	(11,493)	-	-
	-	11,506	-	-	(2,031,661)	2,686,756	666,601
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	164	-	-	(164)	-	-
Transmission Upgrade Escrow ¹	-	-	-	-	-	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 11,670	\$ -	\$ -	\$ (2,031,825)	\$ 2,686,756	\$ 666,601

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

¹ Amount held in escrow

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
October 31, 2020

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 2,020,156	-	\$ 748	\$ -	\$ -	\$ 2,020,904
Debt Service Reserve	12	-	25	-	-	37
O & M Reserve	11,493	-	(2,584)	-	-	8,909
	<u>2,031,661</u>	<u>-</u>	<u>(1,811)</u>	<u>-</u>	<u>-</u>	<u>2,029,850</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	164	-	-	-	-	164
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 2,031,825</u>	<u>\$ -</u>	<u>\$ (1,811)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,030,014</u>

Less Non- Cash Activity

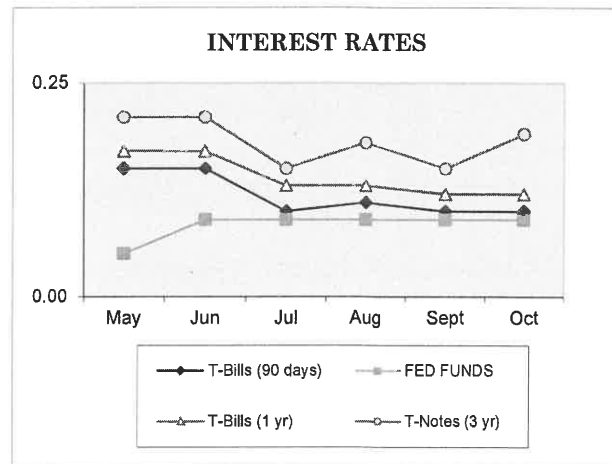
Disc/(Prem) Amortization & Gain/(Loss) on Sale	<u>1,811</u>
Net Change in Investment --Before Non-Cash Activity	<u>\$ 2,031,825</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
October 31, 2020**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	0.718%	0.590%
Debt Service Account	0.167%	0.168%
Debt Service Reserve	0.863%	0.752%
O & M Reserve	1.150%	0.865%
GHG Cash Account	0.843%	0.843%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	0.09%	1.83%
T-Bills (90da.)	0.10%	1.59%
Agency Disc (90da.)	0.12%	1.47%
T-Bills (1yr.)	0.12%	1.57%
Agency Disc (1yr.)	0.11%	1.45%
T-Notes (3yr.)	0.19%	1.59%



**Lodi Energy Center
Total Portfolio
Investment Maturities Analysis
October 31, 2020**

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	\$ -	\$ 15,258	\$500	\$ 3,128	\$ 150	\$ 11,900	\$ -	\$ 30,936	84.39%
Corporate Bonds (MTN)	-	-	-	-	495	1,060	-	1,555	4.24%
Municipal Bonds	-	-	-	-	500	-	-	500	1.36%
US Bank Trust Money Market	2,024	-	-	-	-	-	-	2,024	5.52%
Commercial Paper	-	-	-	-	-	-	-	-	0.00%
Investment Trusts (LAIF)	1,634	-	-	-	-	-	-	1,634	4.46%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	0.00%
U.S.Treasury Market Acct.	8	-	-	-	-	-	-	8	0.03%
U.S.Treasury Bill/Note	-	-	-	-	-	-	-	-	0.00%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 3,666	\$15,258	\$500	\$3,128	\$1,145	\$12,960	\$0	\$ 36,657	100.00%
Total Percents	10.02%	41.62%	1.36%	8.53%	3.12%	35.35%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency
Treasurer's Report
10/31/2020

LEC Issue#1 2010A DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	132	0.600	07/01/2013	132	11/19/2020	1	0.600	132	SYS79003	79003	132
Federal Home Loan Ba	USBT	485,000	0.129	06/26/2020	484,744	11/19/2020	18	0.131	484,981	313384Q28	27020	484,988
Fund Total and Average		\$ 485,132	0.130		\$ 484,876		18	0.132	\$ 485,113			\$ 485,100

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	1,076,542	0.600	07/01/2013	1,076,542		1	0.600	1,076,542	SYS79004	79004	1,076,542
Federal Home Loan Ba	USBT	660,000	0.130	06/26/2020	659,652	11/19/2020	18	0.131	659,974	313384Q28	27021	659,957
Federal Home Loan Ba	USBT	1,076,000	0.070	07/29/2020	1,075,738	12/01/2020	30	0.070	1,075,925	313384R66A	27036	1,075,937
Federal Home Loan Ba	USBT	1,077,000	0.080	08/28/2020	1,076,773	12/01/2020	30	0.081	1,076,925	313384R66A	27067	1,076,928
Federal Home Loan Ba	USBT	1,076,000	0.060	09/29/2020	1,075,887	12/01/2020	30	0.060	1,075,925	313384R66A	27093	1,075,946
Fund Total and Average		\$ 4,965,542	0.193		\$ 4,964,592		22	0.194	\$ 4,965,291			\$ 4,965,310

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	944,304	0.600	07/01/2013	944,304		1	0.600	944,304	SYS79012	79012	944,304
Federal Home Loan Ba	USBT	1,134,000	0.130	06/26/2020	1,133,402	11/19/2020	18	0.131	1,133,955	313384Q28	27022	1,133,926
Federal Home Loan Ba	USBT	944,000	0.069	07/29/2020	943,771	12/01/2020	30	0.070	943,934	313384R66A	27037	943,945
Federal Home Loan Ba	USBT	944,000	0.080	08/28/2020	943,801	12/01/2020	30	0.081	943,934	313384R66A	27068	943,937
Federal Home Loan Ba	USBT	945,000	0.060	09/29/2020	944,901	12/01/2020	30	0.060	944,934	313384R66A	27094	944,953
Fund Total and Average		\$ 4,911,304	0.186		\$ 4,910,179		22	0.187	\$ 4,911,061			\$ 4,911,065

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	68,000	0.115	06/26/2020	67,968	11/19/2020	18	0.117	67,997	9127963A5	27023	67,996
Federal Home Loan Ba	USBT	667,000	0.070	07/29/2020	666,838	12/01/2020	30	0.070	666,953	313384R66A	27038	666,961
Federal Home Loan Ba	USBT	667,000	0.080	08/28/2020	666,859	12/01/2020	30	0.081	666,953	313384R66A	27069	666,956
Federal Home Loan Ba	USBT	666,000	0.060	09/29/2020	665,930	12/01/2020	30	0.060	665,953	313384R66A	27095	665,967
Fund Total and Average		\$ 2,068,000	0.071		\$ 2,067,595		30	0.073	\$ 2,067,856			\$ 2,067,880
GRAND TOTALS:		\$ 12,429,978	0.167		\$ 12,427,242		23	0.168	\$ 12,429,321.			\$ 12,429,365

*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 10/31/2020



Northern California Power Agency
Treasurer's Report
10/31/2020

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	1,917	0.600	07/01/2013	1,917		1	0.600	1,917	SYS79005	79005	1,917
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	75	1.537	419,912	313385AQ9A	26943	418,688
Federal Home Loan Ba	USBT	4,429,000	0.110	07/29/2020	4,426,510	01/29/2021	89	0.111	4,427,937	313385BE5	27040	4,427,796
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	284	1.699	151,157	3137EAE9	26454	149,352
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	08/10/2022	586	1.760	4,228,043	313379Q69	26463	4,122,967
Fund Total and Average		\$ 9,100,917	1.101		\$ 9,157,204		316	0.948	\$ 9,228,966			\$ 9,120,720

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	804	0.600	07/01/2013	804		1	0.600	804	SYS79006	79006	804
U.S. Treasury	USBT	2,369,000	0.070	09/29/2020	2,367,669	07/15/2021	256	0.071	2,367,247	9127963S6	27099	2,367,821
Fund Total and Average		\$ 2,369,804	0.070		\$ 2,368,473		256	0.071	\$ 2,368,051			\$ 2,368,625

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	578	0.600	07/01/2013	578		1	0.600	578	SYS79013	79013	578
U.S. Treasury	USBT	759,000	0.069	09/29/2020	758,573	07/15/2021	256	0.071	758,438	9127963S6	27100	758,622
Federal Home Loan Mt	USBT	380,000	1.650	01/31/2020	380,190	07/28/2023	999	1.635	380,901	3134GU6D7	26945	380,149
Fund Total and Average		\$ 1,139,578	0.597		\$ 1,139,341		504	0.593	\$ 1,139,917			\$ 1,139,349
GRAND TOTALS:		\$ 12,610,299	0.863		\$ 12,665,018		322	0.752	\$ 12,736,934.			\$ 12,628,694

*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 10/31/2020
Investment #26945 FHLMC Callable on 1/28/2021 only



LEC O & M Reserve

Northern California Power Agency
Treasurer's Report
10/31/2020

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		1,546,543	0.842	07/01/2013	1,546,543		1	0.842	1,546,543	SYS70047	70047	1,546,543
Union Bank of Calif	UBOC	8,484	0.002	07/18/2013	8,484		1	0.002	8,484	SYS70041	70041	8,484
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	165	1.590	503,210	3133EY83	26892	499,798
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	340	1.555	502,039	89236TGJ8	26953	496,110
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	365	1.000	525,105	58607ECD4	26986	522,421
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	568	2.456	615,641	90331HPC1	26822	596,725
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	999	0.375	998,410	3134GWDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,491	1.776	513,123	14912L6G1	26952	491,701
Federal Farm Credit	UBOC	1,000,000	0.640	07/30/2020	1,000,000	01/27/2025	1,548	0.639	993,700	3133ELZ64	27048	1,000,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,731	0.579	993,730	3136G4D75	27047	1,000,949
Federal Farm Credit	UBOC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,737	0.670	2,001,540	3133EL2S2	27054	2,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,751	0.500	997,880	3136G4G72	27057	1,000,000
Federal Farm Credit	UBOC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,793	0.530	748,095	3133EMB84	27083	750,000
Federal Farm Credit	UBOC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,793	0.530	666,208	3133EMB30	27084	670,000
Fund Total and Average		\$ 11,530,027	1.150		\$ 11,601,096		1171	0.865	\$ 11,614,708			\$ 11,582,731
GRAND TOTALS:		\$ 11,530,027	1.150		\$ 11,601,096		1171	0.865	\$ 11,614,708.			\$ 11,582,731

*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 10/31/2020

Investment #26822	USB	Callable anytime starting 4/22/2022
Investment #27046	PHLMC	Callable on 7/28/2021 only
Investment #27047	PHLMC	Callable quarterly starting 7/29/2022
Investment #27048	FFCB	Callable anytime
Investment #27054	FFCB	Callable anytime starting 2/4/2021
Investment #27057	FNMA	Callable quarterly starting 8/18/2022
Investment #27083	FFCB	Callable anytime starting 9/29/2021
Investment #27084	FFCB	Callable anytime starting 12/29/2020



Northern California Power Agency
Treasurer's Report
10/31/2020

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		87,127	0.842	07/01/2013	87,127		1	0.842	87,127	SYS70046	70046	87,127
Fund Total and Average		\$ 87,127	0.843		\$ 87,127		1	0.843	\$ 87,127			\$ 87,127
GRAND TOTALS:		\$ 87,127	0.843		\$ 87,127		1	0.843	\$ 87,127			\$ 87,127

*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 10/31/2020



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: December 7, 2020

To: Lodi Energy Center Project Participant Committee

Subject: October 31, 2020 Financial Reports (Unaudited)

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

	October	
	2020	2019
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 87,127	\$ 75,103
Interest receivable	135	178
Inventory and supplies - at average cost	2,220,138	2,202,632
Prepaid insurance	87,733	67,928
Due from (to) Agency, net	22,695,147	24,729,599
TOTAL CURRENT ASSETS	25,090,280	27,075,440
RESTRICTED ASSETS		
Cash and cash equivalents	6,940,211	4,130,513
Investments	30,374,609	30,848,972
Interest receivable	78,549	138,300
TOTAL RESTRICTED ASSETS	37,393,369	35,117,785
ELECTRIC PLANT		
Electric plant in service	409,938,075	423,879,333
Less: accumulated depreciation	(99,590,274)	(101,043,456)
	310,347,801	322,835,877
Construction work-in-progress	-	182,398
TOTAL ELECTRIC PLANT	310,347,801	323,018,275
OTHER ASSETS		
Regulatory assets	28,669,158	25,088,648
TOTAL OTHER ASSETS	28,669,158	25,088,648
TOTAL ASSETS	401,500,608	410,300,148
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	1,399,993	1,717,375
Asset retirement obligations	184,345	179,706
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,584,338	1,897,081
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 403,084,946	\$ 412,197,229

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

	October	
	2020	2019
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 2,601,254	\$ 4,199,179
Operating reserves	15,788,314	15,098,492
Current portion of long-term debt	12,515,000	12,040,000
Accrued interest payable	5,611,933	5,826,231
TOTAL CURRENT LIABILITIES	36,516,501	37,163,902
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	86,937	1,158,830
Asset retirement obligations	184,345	179,706
Long-term debt, net	306,535,000	319,050,000
TOTAL NON-CURRENT LIABILITIES	306,806,282	320,388,536
TOTAL LIABILITIES	343,322,783	357,552,438
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	39,662,193	38,132,111
NET POSITION		
Invested in capital assets, net of related debt	(171,780)	(4,632,167)
Restricted	19,152,743	16,870,004
Unrestricted	1,119,007	4,274,843
TOTAL NET POSITION	20,099,970	16,512,680
TOTAL LIABILITIES AND NET POSITION	\$ 403,084,946	\$ 412,197,229

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

		Four Months Ended October	
		2020	2019
SALES FOR RESALE			
Participants	\$	17,604,393	\$ 14,772,288
Other		22,008,669	18,358,770
TOTAL SALES FOR RESALE		39,613,062	33,131,058
OPERATING EXPENSES			
Operations		12,447,962	12,803,208
Depreciation		4,712,742	4,872,995
Purchased power		603,521	351,197
Maintenance		1,261,419	1,312,262
Administrative and general		1,737,268	1,581,221
Transmission		334,545	258,296
Intercompany (sales) purchases		113,047	145,651
TOTAL OPERATING EXPENSES		21,210,504	21,324,830
NET OPERATING REVENUES		18,402,558	11,806,228
OTHER REVENUES (EXPENSES)			
Interest expense		(4,600,189)	(4,763,281)
Interest income		(63,421)	369,657
Other		1,160,861	1,191,318
TOTAL OTHER REVENUES (EXPENSES)		(3,502,749)	(3,202,306)
FUTURE RECOVERABLE AMOUNTS		(459,776)	407,082
REFUNDS TO PARTICIPANTS		-	(33)
INCREASE IN NET POSITION		14,440,033	9,010,971
NET POSITION			
Beginning of year		5,659,937	7,501,709
End of period	\$	20,099,970	\$ 16,512,680



Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: December 7, 2020

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

NCPA All Resources Bill Imports GHG Obligation Report (Cumulative)														
December 2020														
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)	27,973	66,276	2,692	336,393	19,722	16,498	95,266	20,410	107,584	7,891	26,789	258,572	17,930	1,003,996
Current MT Compliance Instrument Account (MTA) Balance (MT)	28,417	66,742	2,961	425,667	20,210	16,532	95,742	20,793	135,443	8,082	26,534	311,311	18,191	1,176,625
MTA Shortfall (MT)	(444)	(466)	(269)	(89,274)	(488)	(34)	(476)	(383)	(27,859)	(191)	255	(52,739)	(261)	(172,629)
Monthly GHG Price \$/MT	22.17	22.17	22.17	22.17	22.17	22.17	22.17	22.17	22.17	22.17	22.17	22.17	22.17	22.17
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	5,653	0	0	5,653
Current Month CCA Balance (\$)*	65,948	0	155	0	1,193	5,168	838	0	0	0	10,795	0	2,868	86,965
Net GHG Obligation (\$)	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 2020 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual										Estimated		CY 2020	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	64,890	0	0	0	0	36,730	75,070	145,066	74,001	87,952	135,066	142,604	761,379	8,713,184
Gas Schedule (MMBtu)	466,226	7	6	2	0	274,035	552,145	1,023,854	543,986	625,635	1,048,110	1,106,605	5,640,611	63,108,981
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)	25,160	0	0	0	0	14,788	29,796	55,252	29,356	33,762	56,561	59,718	304,393	3,413,728
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)	861,044	861,044	861,044	861,044	861,044	875,832	905,628	960,880	990,236	886,622	943,183	1,002,901	1,002,901	1,002,901
Compliance Instrument Participant Transfers														
Carryover Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	32,263
Auction Allowances	1,568	0	0	2,000	0	0	16,813	90,849	120,292	4,998	36,500	0	273,020	3,491,264
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)	1,568	0	0	2,000	0	0	16,813	90,849	120,292	4,998	36,500	0	273,020	3,523,527
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	137,376	0	0	137,376	2,405,361
Total Monthly Activity (MT)	1,568	0	0	2,000	0	0	16,813	90,849	120,292	4,998	36,500	0	273,020	3,569,849
Cumulative MT Account Balance (MTA)	1,031,090	1,031,090	1,031,090	1,033,090	1,033,090	1,033,090	1,049,903	1,140,752	1,261,044	1,128,666	1,165,166	1,165,166	1,165,166	1,165,166
MTA Shortfall (MT)	(170,046)	(170,046)	(170,046)	(172,046)	(172,046)	(157,258)	(144,275)	(179,872)	(270,808)	(242,044)	(221,983)	(162,265)	(162,265)	(162,265)
Current Month CCA Balance (\$)	0	0	0	0	0	0	0	0	0	0	0	86,964	86,964	86,964
Monthly GHG Price	18.16	18.24	21.37	18.38	18.45	21.64	18.60	18.67	21.90	18.82	18.89	22.17		



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Date: December 3, 2020

Meeting Date: December 7, 2020

To: Lodi Energy Center Project Participant Committee

Subject: Utility System Efficiencies, Inc. – Five Year Multi-Task Professional 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 General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc. for WECC and NERC reliability related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

Background

WECC and NERC reliability related consulting services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. NCPA had a previous agreement in place with Utility System Efficiencies, Inc., which is running low on funds. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA does not have any other agreements for similar services with additional vendors at this time.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. 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 \$500,000 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:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc.



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND UTILITY SYSTEM EFFICIENCIES, INC.

This Professional 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 Utility System Efficiencies, Inc., a corporation with its office located at 2814 Freeport Blvd., Sacramento, CA 95818 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

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

specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

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

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

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

- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, 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. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific

Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. 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, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel

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

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

Consultant 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 Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Consultant 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, Consultant 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 Consultant.

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the

performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.

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

8.4.1 Immediately terminate the Agreement;

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

8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

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

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; 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, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

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

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

9.4.4 Handling of Confidential Information. 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. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

10.7 Contract Administrator. This Agreement shall be administered by 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.

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

Utility System Efficiencies, Inc.
Attention: Daniel M. Wood, CFO
2814 Freeport Blvd.
Sacramento, CA 95818

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

10.9 Professional Seal. Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

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

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

10.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;

10.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

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

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

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

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

10.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services 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 Services relating to such Member.

///

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

NORTHERN CALIFORNIA POWER AGENCY

UTILITY SYSTEM EFFICIENCIES, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

DANIEL M. WOOD,
Chief Financial Officer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Utility System Efficiencies, Inc. ("Consultant") shall provide assistance related to WECC and NERC reliability criteria as requested by the Northern California Power Agency ("Agency") at any Facilities owned and/or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA), or SCPPA Members.

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

- Conduct necessary transmission and other studies for impact and Critical Assets;
- Conduct preparatory Compliance Audits;
- Review and comment on NCPA procedures and processes for compliance;
- Provide compliance related documentation as necessary; and
- Represent NCPA, NCPA Members, SCPPA or SCPPA Members before WECC, NERC, etc. regulatory bodies.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Billing rates may be based on the tasks performed and not necessarily on the individual performing the work. Notwithstanding, our general professional engineering and other services will be provided at the following rates:

Executive Power Systems Engineering	EPSE	\$ 280.00
Principal Power Systems Engineering	PPSE	\$ 250.00
Senior Power Systems Engineering	SPSE	\$ 230.00
Environmental and Geographic Info. Specialist	EGIS	\$ 185.00
Geographic Information System Specialist	GISS	\$ 125.00

Rates for testimony in a regulatory proceeding will be negotiated on a case-by-case basis.

Other professional staff and/or sub-consultant rates may be added to the project with the concurrence of the Client.

All general and administrative costs and benefits are included in the direct labor rate.

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 Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

Utility System Efficiencies, 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.



2021 LEC Spring Outage Project

Michael DeBortoli
Dec 7, 2021

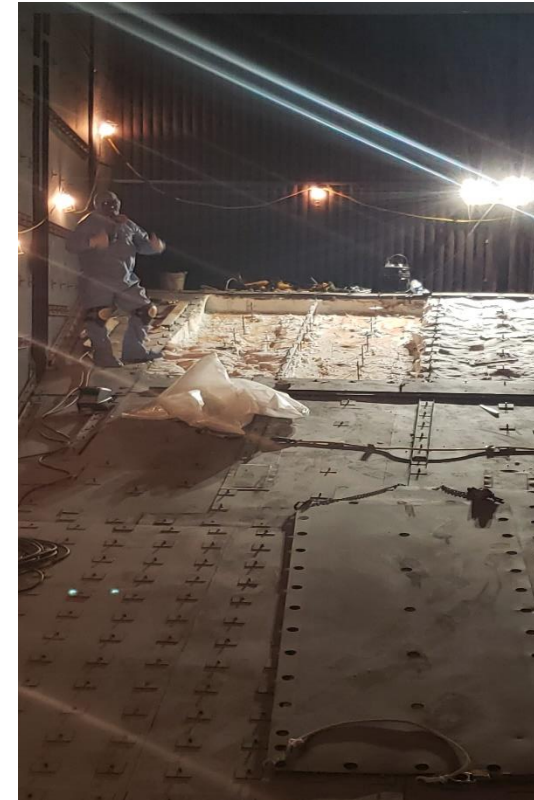
2021 LEC Spring Outage Projected Costs

April 2021 Outage Costs

Gas Turbine Gen	✓	\$316,000
Steam Turbine	✓	\$125,000
Water Treatment		\$53,000
Electrical Systems	✓	\$55,000
HRSG / Steam	✓	\$930,000
Balance of Plant		\$354,000
Incidentals		\$223,000
Contingency		\$344,000
Total		\$2,400,000

LEC – Scope of Work

- HRSG Maintenance
- HRSG Liner
- High Energy Pipe Survey
- HRSG Hot Spots
- Condenser Maintenance
- CT/ST Generator CB's testing
- Service Water Piping
- Water Plant Maintenance



LEC Funding

FY21 Budget

Fixed Maintenance	\$400,000
O&M Project Annual Outage	\$944,956
Asphalt / Water Project	\$116,000
Maintenance Reserve	\$1,095,000
	\$2,555,956

Funding and Maintenance Reserve

Maintenance Reserve Balance (8/31)	\$3,890,944
Remaining FY21 Contributions	\$1,531,943
Spare Parts Purchase	(\$2,500,000)
Land Improvements	(\$300,000)
Other Planned work	(\$1,095,000)
End of FY21 Balance	\$1,527,887

5-Year Maintenance Reserve Projections

	FY21	FY22	FY23	FY24	FY25
Project Spending	\$3,895,000	\$2,845,000	\$1,765,000	\$1,785,000	\$1,660,000
Annual Contribution	\$1,838,332	\$1,875,102	\$1,912,754	\$1,951,310	\$1,998,142
End of FY Balance	\$1,527,887	\$557,988	\$705,743	\$872,053	\$1,210,194

Recommendation

- Staff recommends that the Lodi Energy Center Project Participant Committee approve the LEC 2021 Spring Outage Project and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$2,400,000.



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Date: Nov 18, 2020

Meeting Date: Dec 7, 2020

To: Lodi Energy Center Project Participant Committee

Subject: Lodi Energy Center 2021 Spring Outage

Proposal

Staff recommends that the Lodi Energy Center Project Participant Committee approve the LEC 2021 Spring Outage Project and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$2,400,000.

Background

The Lodi Energy Center has a planned outage scheduled for April 1-30 for work related to the 2021 Spring outage. During the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2021 Spring outage.

Listed below are highlights of major work to be performed as a part of the 2021 Spring outage:

1. Gas Turbine
 - a. Borescope Inspection
 - b. Gas Valve(s) Maintenance
2. Steam Turbine
 - a. Condenser Maintenance
 - b. Insulation repairs
3. Water Treatment
 - a. General Maintenance
 - b. Overhaul
4. HRSG / Steam
 - a. HRSG Maintenance
 - b. HRSG Liner Replacement
 - c. High Energy Pipe Survey
 - d. Valve Maintenance
5. Balance of Plant
 - a. Bypass Valve(s) Maintenance
 - b. Service Water Piping

6. Incidentals
 - a. Crane
 - b. Toilets
 - c. Trailers / Guard
 - d. Forklift / Manlift
 - e. Scaffold
 - f. Confined Space

Selection Process

All of the work has been put out for bid to qualified contractors and the lowest priced qualified contractors will be awarded the work.

Fiscal Impact

April 2021 Outage Costs

Gas Turbine Gen	\$316,000
Steam Turbine	\$125,000
Water Treatment	\$53,000
Electrical Systems	\$55,000
HRSB / Steam	\$930,000
Balance of Plant	\$354,000
Incidentals	\$223,000
Contingency	\$344,000
Total	\$2,400,000

The budgetary funds to complete the 2021 Spring outage include \$1,095,000 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$400,000 were anticipated in the Fixed Maintenance and \$944,956 in the O&M Project Annual Outage Project. All items are a part of the FY21 Routine O&M budget.

The expenditures from maintenance reserve are part of the maintenance cost plan. The five year projected expenditures and balances are shown in the table below.

5-Year Maintenance Reserve Projections

	FY21	FY22	FY23	FY24	FY25
Project Spending	\$3,895,000	\$2,845,000	\$1,765,000	\$1,785,000	\$1,660,000
Annual Contribution	\$1,838,332	\$1,875,102	\$1,912,754	\$1,951,310	\$1,998,142
End of FY Balance	\$1,527,887	\$557,988	\$705,743	\$872,053	\$1,210,194

Environmental Analysis

These activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA

Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County.

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services