



NOTICE OF REGULAR MEETING  
CITY OF ALAMEDA PUBLIC UTILITIES BOARD  
Alameda Municipal Power Service Center  
2000 Grand Street, Conference Room A/B  
(Corner of Clement Avenue)  
Alameda, CA 94501

**Monday, December 14, 2020 at 6:00 P.M.**

**Notice: Due to Governor Executive Order N-29-20, Board members can attend the meeting via teleconference. Members of the public can follow the meeting via [web](https://bit.ly/2IW7apm) (<https://bit.ly/2IW7apm>) and teleconference (+1 510-358-3865 Conference ID: 863 926 887#) and address the Public Utilities Board during the meeting via email ([pub@alamedamp.com](mailto:pub@alamedamp.com)) or text (510-715-9930). Comments submitted during the meeting will be read into the record (subject to speaker time limits). Comments submitted prior to the meeting will be included in the meeting record. Comments submitted through the Microsoft Teams meeting chat window will not be monitored. Any requests for reasonable accommodations from individuals with disabilities should be made by contacting Alameda Municipal Power at [wise@alamedamp.com](mailto:wise@alamedamp.com).**

**The Alameda Municipal Power Service Center will be NOT be open to the public during the meeting**

1. ROLL CALL
2. ORAL COMMUNICATIONS - NONAGENDA (PUBLIC COMMENT)  
Members of the public are invited to address the Board on any subject related to the activities of Alameda Municipal Power not otherwise appearing on the Agenda.
3. SPECIAL PRESENTATION
4. CONSENT CALENDAR  
Consent Calendar items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the Board or a member of the public.
- 4.I. A. Minutes Of The November 16, 2020 Regular Meeting Of The City Of Alameda Public Utilities Board

Documents:

[CONSENT CALENDAR ITEM A.PDF](#)

- 4.II. B. Listing Of Bills Paid – November 2020

Documents:

[CONSENT CALENDAR ITEM B.PDF](#)

4.III. C. Financial Report – October 2020

Documents:

[CONSENT CALENDAR ITEM C.PDF](#)

4.IV. D. Treasurer's Report For The Month Ending October 31, 2020

Documents:

[CONSENT CALENDAR ITEM D.PDF](#)

4.V. E. By Motion, Accept The Work Performed By National High Voltage Services, Inc., For The Installation Of Three Units Of Sulfur Hexafluoride Circuit Breakers At Cartwright Substation Under Contractor Agreement CS 04-19-02

Documents:

[CONSENT CALENDAR ITEM E.PDF](#)

5. AGENDA ITEMS

5.I. A. For Information Only, Update On The Otis/Broadway Underground Utility District Project

Documents:

[AGENDA ITEM A.PDF](#)

5.II. B. By Motion, Recommend That City Council Approve A 30-Year Renewal Of The Base Resource Contract With Western Area Power Administration For Alameda Municipal Power's Allocation Of Carbon-Free Hydroelectric Power From The Central Valley Project, Beginning In Calendar Year 2025, And Authorize The General Manager To Execute The Base Resource Contract

Documents:

[AGENDA ITEM B.PDF](#)

6. GENERAL MANAGER'S REPORT

6.I. A. General Manager's Report – November 2020

Documents:

[GENERAL MANAGERS REPORT.PDF](#)

7. COUNCIL COMMUNICATIONS

8. BOARD COMMUNICATIONS

9. ORAL COMMUNICATIONS - NON AGENDA (PUBLIC COMMENT)

Members of the public are invited to address the Board on any subject related to the activities of Alameda Municipal Power not otherwise appearing on the Agenda.

10. ADJOURNMENT

- Each member of the public who wishes to speak is afforded up to 5 minutes per

- agenda item, which may be increased or limited by the presiding officer.
- Sign language interpreters will be available on request. Please contact Hayley Wise at 748-3908 or 522-7538 (TDD number) or [EMAIL](#) at least 72 hours before the meeting to request an interpreter.
  - Accessible seating for persons with disability (including those using wheelchairs) is available.
  - Minutes of the meeting are available in enlarged print.
  - Audiotapes of the meeting are available upon request.
  - Please contact Hayley Wise at 748-3908 or 522-7538 (TDD number) or [EMAIL](#) at least 72 hours prior to the meeting to request agenda materials in an alternative format, or any other reasonable accommodation that may be necessary to participate in and enjoy the benefits of the meeting.

Documents related to this agenda are available for public inspection and copying at Alameda Municipal Power's Service Center – 2000 Grand Street during office hours.

### **Know Your Rights Under the Sunshine Ordinance**

Government's duty is to serve the public, reaching its decisions in full view of the public.

Commissions, boards, councils and other agencies of the City of Alameda exist to conduct the citizen of Alameda's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

For more information on your rights under the sunshine ordinance or to report a violation of the ordinance, contact the Open Government Commission:

- 2263 Santa Clara Avenue  
Room 380  
Alameda, CA, 94501
- Phone: 510-747-4800
- Fax: 510-865-4048
- [EMAIL CITY CLERK LARA WEISIGER](#)

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City accommodate these individuals.

[Section 2-91.13 (d) - Sunshine Ordinance]

## 11. ELECTION OF OFFICERS

**DRAFT MINUTES OF THE REGULAR MEETING**  
**CITY OF ALAMEDA PUBLIC UTILITIES BOARD MEETING**

November 16, 2020

1. ROLL CALL

President McCormick called the meeting to order at 6 p.m. On roll call, the following commissioners were present: President McCormick, Commissioner Serventi, Commissioner Gould, Commissioner Giuntini and City Manager Levitt.

2. ORAL COMMUNICATIONS – NON-AGENDA (Public Comment)

None

3. SPECIAL PRESENTATION

None

4. CONSENT CALENDAR

A. Minutes–Regular Meeting–Oct. 19, 2020

B. Listing of Bills Paid–October 2020

C. Financial Report–September 2020

D. Treasurer’s Report for the Month Ending September 30, 2020

E. By Resolution, Commend Jim McRory for His Long and Distinguished Service to Alameda Municipal Power

F. By Motion, Approve the Public Utilities Board’s 2021 Regular Meeting Schedule

G. By Motion, Authorize the General Manager to Transfer Funds from Capital Improvement Budget Funds to Make Payment on the Previously Authorized Purchase Order to the County of Alameda in an Amount Not to Exceed \$166,500 for the Purchase of New Time Division Multiple Access Radios and Associated Equipment

H. By Motion, Authorize the General Manager to Issue a Purchase Order to Cooper Power Systems in an Amount Not to Exceed \$73,300 Per Material Specification No. MS 02-19-01

With a motion from Commissioner Serventi and a second from Commissioner Giuntini, the Board unanimously approved the consent calendar.

## 5. AGENDA ITEMS

A. By Motion, Approve Alameda Municipal Power's Revised Renewable Energy Resources Procurement Plan and Enforcement Program for the Renewable Energy Resources Procurement Plan

Following a staff presentation, President McCormick said she appreciates the good position that AMP is in, and the good value that Alameda's electric utility can pass on to its customers.

Commissioner Serventi asked a clarifying question about potential uses of AMP's renewable energy credits (RECs). Staff responded that if there is an event that makes AMP's generation unavailable, the utility can apply excess RECs.

Referring to slide 6, Commissioner Serventi asked for more information about cost limitations. General Manager Procos said the measures on the slide, including cost limitations and excess procurement, are standard provisions that POU's add to the plan. It is highly unlikely that they would be triggered, he said. Staff added that if any of the measures on the slide were triggered, AMP would bring the topic to the Board.

President McCormick noted that AMP had effectively leveraged its excess RECs over the years by selling some of them on a short-term basis and then using the funds for carbon-reducing projects.

Commissioner Gould asked for more about the mention of "cost-effective distributed energy resources" in exhibit B, page 11. Staff responded that the language in the exhibit refers to reasonable measures to evaluate before triggering the optional compliance measures.

With a motion from City Manager Levitt and a second from Commissioner Serventi, the Board unanimously approved the item.

B. By Resolution, Approve and Adopt Schedule EV-TOU, an Optional Time-of-Use Rate Schedule for Residential EV Customers

Following a staff presentation, President McCormick opened public comment. Sara Rafalson of Alameda said she was pleased that AMP was considering residential time-of-use TOU rates, and she recommended that the utility pursue commercial TOU rates as a next step.

President McCormick thanked staff for being responsive to the Board's previous comments and questions, and for providing education and outreach efforts to customers.

She said that AMP has taken a thoughtful and measured approach with residential TOU.

AMP's tiered rates are not intuitive to many people, she said, and there are many different use patterns that can make a big difference. There could be continued confusion moving forward but waiting longer does not make sense.

AMP can make changes to the TOU rate plan to address any unintended consequences or make improvements, she said. She requested that the Board receive regular updates on TOU data in the General Manager's report.

City Manager Levitt said he concurred with President McCormick's statements. The outreach and research created a better product, he said.

Commissioner Gould expressed the view that the proposed TOU rate would not promote EV adoption and would not compare favorably with TOU rates offered by PG&E and community choice electricity providers.

Citing additional reasons for opposing the item, Commissioner Gould said that AMP's TOU rate does not have seasonal adjustments, and the monthly EV discount program will end. Further, Commissioner Gould disagreed with the proposal to make net energy metering (NEM) customers ineligible for the TOU rate plan.

President McCormick asked staff to confirm that AMP anticipates that it will keep the average rate differential (lower prices than surrounding areas) for customers who select this rate. Staff confirmed.

On the topic of PG&E TOU rates, staff said that PG&E has two different rate designs for EV customers: the whole house rate, and the EV-only rate.

Commissioner Serventi asked how many EV households are tapping into tier 2 and 3. Staff responded that the figure was 70-80%.

General Manager Procos said he thinks AMP will see positive results from the TOU rate plan. At the same time, AMP will monitor the data from the implementation of the program and can come back to the Board and make adjustments as needed, he said.

The TOU rate will help promote EVs, General Manager Procos said, and EV promotion is one of the key elements of AMP's strategic plan and the city's Climate Action and Resiliency Plan.

With a motion from City Manager Levitt and a second from Commissioner Giuntini, the Board approved the item in a 4-1 vote, with Commissioner Gould dissenting.

## **6. GENERAL MANAGER'S REPORT**

### **A. General Manager's Report–October 2020**

General Manager Procos updated the Board that Fitch Ratings decided to maintain AMP's AA-rating outlook. He also noted that customer signups for AMP's customer portal and e-billing option have increased 98% and 425% since a year ago.

7. COUNCIL COMMUNICATIONS

City Manager Levitt provided updates on COVID-19 and the city's work on policing.

8. BOARD COMMUNICATIONS

Commissioner Serventi updated the Board on the Northern California Power Agency (NCPA)'s modification of the Lodi Energy Center's turbines, which allows them to burn 45% hydrogen. NCPA recently received a grant to work with the city of Lodi's water treatment plant to develop hydrogen. NCPA's work to use hydrogen in Lodi may be applicable to discussions on the future of Alameda's combustion turbines.

9. ORAL COMMUNICATIONS – NON-AGENDA (PUBLIC COMMENT)

Ruth Abbe of Community Action for a Sustainable Alameda (CASA) said five interns at her organization will present their research on Dec. 9. The interns' research covered topics including electrification communication, electrification policy and resilience hubs.

10. ADJOURNMENT

President McCormick adjourned the meeting at 7:18 p.m.



Alameda, California

From Check Date: 11/01/2020 - To Check Date: 11/30/2020

The following bills payable out of the Alameda Municipal Power funds were approved for payment.

SUPPLIER	DESCRIPTION	AMOUNT
NO CALIF POWER AGENCY	ALL POWER BILL-NOVEMBER(P)	2,503,715.00
ALAMEDA, CITY OF	PAYROLL(A)	987,112.26
ALAMEDA, CITY OF	COST ALLOCATION(A)	744,039.00
ALAMEDA, CITY OF	TRANSFER TO GENERAL FUNDS(A)	401,200.00
ALAMEDA, CITY OF	UTILITY TAX(A)	343,990.23
U S BANK TRUST NA	2010A&B SERIES REVENUE BOND(A)	217,829.56
DEVELOPMENT CARMEL PARTNERS	DEVELOPER REFUND(A)	100,000.00
CLEAN TECH LIGHTING & POWER	LIGHTING RETROFIT(P)	65,429.00
ABB INC	ELECTRICAL SPLYS(I)	39,824.98
HOWARD INDUSTRIES, INC.	ELECTRICAL SPLYS(I)	36,283.36
3 DEGREES, INC.	ALAMEDA GREEN PGM(P)	28,917.60
DATAPROSE, LLC.	PRINTING SVCS(A)	26,448.73
1835 ALAMEDA PROPERTY LLC	LEASE-BLDG(A)	26,204.23
ALTEC INDUSTRIES, INC.	ELECTRICAL SPLY(O)	21,192.24
LAW OFFICES OF SUSIE BERLIN	PROFESSIONAL SVCS(A)	21,021.00
GRAYBAR ELECTRIC COMPANY	ELECTRICAL SPLYS(I)	20,932.27
GRANICUS	COMMUNICATIONS CLOUD(G)	18,885.31
SEAMLESS DOCS	SOFTWARE(M)	12,610.00
CLEARRESULT CONSULTING,INC.	REBATES(P)	10,308.29
E-HAZARD MANAGEMENT LLC	TRAINING(O)	10,007.95
PLATT ELECTRIC	ELECTRICAL SPLYS(I)	8,437.58
SOFTNET SOLUTIONS, INC.	CONTRACT RENEWAL	8,309.38
WEST COAST ARBORISTS, INC	TREE TRIMMING(O)	8,179.22
SHPIGLER CONSULTING INC	CONSULTING SVCS(A)	8,000.00
THE CREATIVE GROUP	TEMP SVCS(M)	7,500.00
CIVIC PLUS, INC.	SUPPORT SERVICES(M)	7,283.92
SPIEGAL & MCDIARMID LLP	PROFESSIONAL SVCS(A)	6,896.16
POWER MONITORS INC.	WIRELESS RECORDER(E)	6,614.30
FARWEST LINE SPECIALTIES	ELECTRICAL SPLY(O)	5,263.23
BURLINGTON SAFETY LABORATORY	TESTING SVCS(O)	5,001.95
CENTURY LINK	TRANSPORT CIRCUIT(A)	4,420.88
ONE SOURCE DISTRIBUTORS	ELECTRICAL SPLYS(I)	4,053.66
BENNETT,SAMUELSEN,ET AL.	LEGAL SVCS(A)	3,924.34
LANDIS+GYR TECHNOLOGY, INC	DATA SVCS(A)	3,652.34
UNIVERSAL BLDG.SVCS.SPLY CO.	JANITORIAL SVCS(A)	3,220.00
ANIXTER INC.	ELECTRICAL SPLYS(I)	3,219.25
COOPER COMPLIANCE CORP	CONSULTING SVCS(A)	3,020.00
U.S. BANK IMPAC GOV. SVCS	CAL CARD PAYMENT(V)	2,827.67
AT&T	PHONE SVCS(A)	2,801.90
EVERGREEN JOB & SAFE TRAIN INC	TRAINING(O)	2,250.00
CSL SILICONES, INC.	ELECTRICAL SPLYS(I)	2,172.68
AMERICAN REVENUE	COMMISSIONS(C)	1,756.85
TVC COMMUNICATIONS	ELECTRICAL SPLYS(O)	1,525.57
MARIE NITAFAN	METER SOCKET REBATE(O)	1,500.00
GREAT AMERICA FINANCIAL SVCS.	COPIER LEASE(A)	1,469.77
SILVER & BLACK TELECOM	COPPER CABLE REPAIRS(A)	1,350.00
PATSY DOAML	METER SOCKET REBATE(O)	1,344.41
DLT SOLUTIONS	RENEWAL(A)	1,260.64
LI LUO	METER SOCKET REBATE(O)	1,250.00



Alameda, California

From Check Date: 11/01/2020 - To Check Date: 11/30/2020

The following bills payable out of the Alameda Municipal Power funds were approved for payment.

SUPPLIER	DESCRIPTION	AMOUNT
FORSTER & KROEGER LANDSCAPE	LANDSCAPING SVCS(A)	1,200.00
SMART UTILITY SOLUTIONS	SYSTEM ADDITION(O)	1,180.00
BAY AREA AIR QUALITY MGMT	PERMIT FEE(O)	1,125.00
360 SANICLEAN	ELECTROSTATIC SPRAYING(O)	1,099.86
MARILYN POMEROY	RESIDENTIAL EV CHARGER(P)	1,000.00
100 K TREES FOR HUMANITY	SPONSORSHIP(P)	1,000.00
HARRIS	CONSULTING SVCS(A)	999.00
ELECTROMARK	ELECTRICAL SPLYS(I)	934.36
E B M U D	WATER CHARGES(A)	882.70
INTELLI-TECH.	MAINTENANCE(A)	857.01
ION SCIENCE, INC.	ELECTRICAL SPLYS(I)	822.20
ALAMEDA OPTOMETRIC GROUP	EYEGLASSES(O)	795.00
BLAISDELLS	OFFICE SPLYS(V)	786.38
THYSSENKRUPP ELEVATOR	MAINTENANCE(A)	762.57
ALAMEDA ELECTRICAL DISTR.	ELECTRICAL SPLYS(O)	659.54
NORTHWEST LINEMAN COLLEGE	TRAINING(O)	616.00
OFFICE1	OFFICE SPLYS(A)	566.01
GRAINGER INC	ELECTRICAL SPLYS(I)	565.40
AIRGAS	CYLINDER RENTAL(O)	506.91
UNITED PARCEL SERVICES	SHIPPING (A,M)	504.63
CAROLINE ODABACHIAN	RESIDENTIAL EV CHARGER(P)	500.00
JM TEST SYSTEMS, INC.	ELECTRICAL SPLYS(O)	468.33
ALAMEDA MARINA	RENTAL PARKING SPACES(A)	433.00
BAYAREA NEWS GROUP EAST BAY	ADS(G)	420.00
EXPERIAN INFORMATION SOLUTIONS	CONSULTING SVCS(A)	375.00
EAST BAY BLUEPRINT & SUPPLY	PRINTING SPLYS(O)	344.40
RAINBOW TECHNOLOGY CORP	ELECTRICAL SPLYS(I)	317.36
ZONES, INC	COMPUTER SPLYS(A)	282.17
BLACKBURN MFG CO	ELECTRICAL SPLYS(I)	251.94
ROSALINDA FORTUNA	METER SOCKET REBATE(O)	250.00
MICHAEL RICH	METER SOCKET REBATE(O)	200.00
CARLOS GASCA	MEALS(O)	194.85
JOHNSON CONTROLS SECURITY SOL.	ALARM MONITORING(A)	178.25
AMERICAN SAFETY	ELECTRICAL SPLYS(O)	178.20
PAGANO'S HARDWARE MART	HARDWARE(V)	176.23
MOOD MEDIA	MONTHLY COST(M)	164.04
DILLON BALLINGER	SHOE ALLOWANCE(O)	135.00
ADVANCED INTEGRATED PEST MGMT	PEST CONTROL(A)	125.00
ALAMEDA MAIL BOXES PLUS	COMMISSIONS(C)	117.30
KAISER FOUNDATION HEALTH PLAN	PHYSICALS(O)	115.00
JACKSON LEWIS	PROFESSIONAL SVCS(A)	74.00
NO CALIFORNIA JT POLE ASSO	MONTHLY ASSESSMENT(E)	65.92
ROSS NATON	MEALS(O)	41.64
		<u>5,776,726.91</u>

The above claims in the amount of \$5,776,726.91 have been examined, certified correct, and approved for payment by the secretary of the Public Utilities Board.

**/S/**

Secretary of the Public Utilities Board



**ALAMEDA  
MUNICIPAL POWER**

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*A Department of the City of Alameda*

# **Monthly Financial Report**

with data through  
**October 2020**  
(Unaudited)

**The data contained in this report has not been independently audited.**

**Alameda Municipal Power  
Financial Report  
With Supporting Documentation  
For the Month of October 2020**

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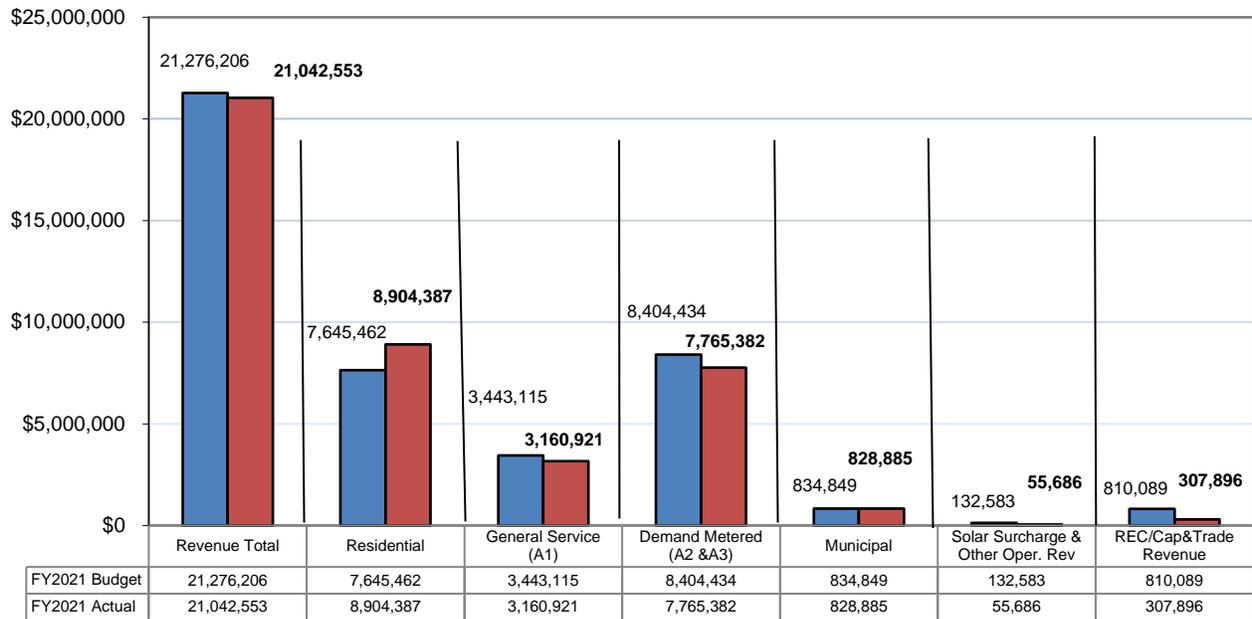
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## **MANAGEMENT SUMMARY**

Alameda Municipal Power  
Financial Summary of Selected Totals  
For Fiscal Year (FY) 2021 Year to Date as of October 2020

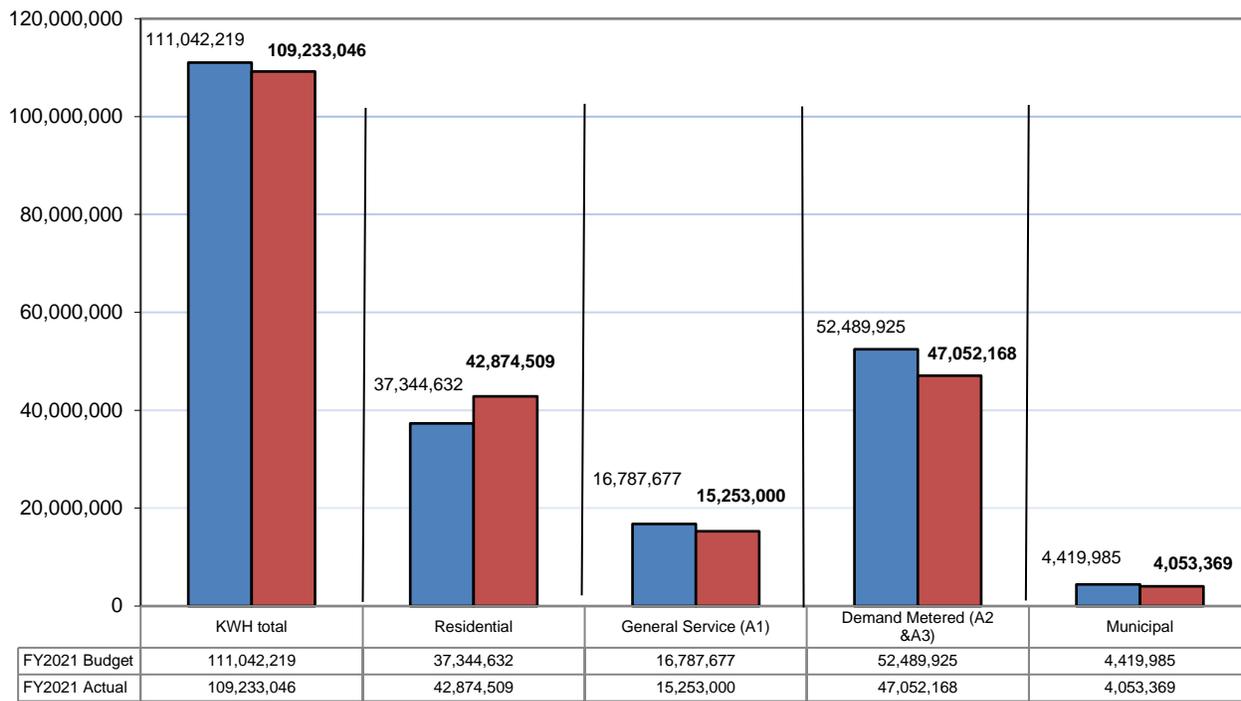
	<u>YTD Actual</u>	<u>FY2021 Budget</u>	<u>Over/Under</u> <u>Budget</u>	<u>% Change</u> <u>with Budget</u>	<u>Prior Year</u> <u>YTD Actual</u>	<u>Over/Under</u> <u>Prior Yr</u>	<u>% Change</u> <u>with Prior Yr</u>
<b>Electric Sales (KWH):</b>	<b>109,233,046</b>	<b>111,042,219</b>	<b>(1,809,173)</b>	<b>-1.6%</b>	<b>114,941,953</b>	<b>(5,708,907)</b>	<b>-5.0%</b>
Residential (D1 & D2)	42,874,509	37,344,632	5,529,877	14.8%	39,432,865	3,441,644	8.7%
General Service (A1)	15,253,000	16,787,677	(1,534,677)	-9.1%	19,087,706	(3,834,706)	-20.1%
Demand Metered (A2 & A3)	47,052,168	52,489,925	(5,437,757)	-10.4%	51,570,080	(4,517,912)	-8.8%
Municipal & Other ( M1, M2, M3, OL & CT)	4,053,369	4,419,985	(366,616)	-8.3%	4,851,302	(797,933)	-16.4%
<b>Commercial &amp; Industrial</b>	<b>62,305,168</b>	<b>69,277,602</b>	<b>(6,972,434)</b>	<b>-10.1%</b>	<b>70,657,786</b>	<b>(8,352,618)</b>	<b>-11.8%</b>
<b>Electric Revenue - see 4.C.13 &amp; 14 for Income Statement</b>	<b>21,042,553</b>	<b>21,276,206</b>	<b>(233,652)</b>	<b>-1.1%</b>	<b>23,410,677</b>	<b>(2,368,124)</b>	<b>-10.1%</b>
Residential (D1 & D2)	8,904,387	7,645,462	1,258,925	16.5%	8,147,902	756,485	9.3%
General Service (A1)	3,160,921	3,443,115	(282,194)	-8.2%	3,852,194	(691,273)	-17.9%
Demand Metered (A2 & A3)	7,765,382	8,404,434	(639,052)	-7.6%	8,407,274	(641,892)	-7.6%
Municipal & Other ( M1, M2, M3, OL & CT)	828,885	834,849	(5,964)	-0.7%	907,419	(78,534)	-8.7%
Solar Rebate Surcharge	-	-	-	N/A	-	-	N/A
Energy Adjustment Revenue	-	-	-	N/A	5,943	(5,943)	N/A
Other Operating Revenue	55,686	132,583	(76,898)	-58.0%	131,515	(75,830)	-57.7%
Revenue from REC*, Cap&Trade & LCFS** Credit Sale	307,896	810,089	(502,193)	-62.0%	1,935,346	(1,627,450)	-84.1%
Alameda Point Telephone	19,397	5,674	13,723	241.9%	23,083	(3,686)	-16.0%
<b>Electric Sales</b>	<b>20,659,574</b>	<b>20,327,860</b>	<b>331,714</b>	<b>1.6%</b>	<b>21,314,789</b>	<b>(655,215)</b>	<b>-3.1%</b>
<b>Electric Operating &amp; Non-Operating expenses - see 4.C.13 &amp; 14 for Income Statement</b>	<b>(16,866,364)</b>	<b>(20,688,209)</b>	<b>3,816,855</b>	<b>-18.4%</b>	<b>(17,592,423)</b>	<b>726,059</b>	<b>-4.1%</b>
Purchased Power	(8,502,675)	(9,536,388)	1,033,713	-10.8%	(8,836,342)	333,667	-3.8%
Customer Programs & Services	(1,281,749)	(1,872,628)	590,879	-31.6%	(1,226,554)	(55,195)	4.5%
Operations & Maintenance	(1,593,253)	(2,488,232)	894,978	-36.0%	(1,551,350)	(41,904)	2.7%
Administration	(2,305,347)	(3,292,858)	987,510	-30.0%	(2,973,838)	668,491	-22.5%
Expenses Funded by Special Revenue	(124,377)	(637,448)	513,071	-80.5%	(201,224)	76,847	-38.2%
Depreciation & Amortization	(1,303,892)	(1,133,333)	(170,559)	15.0%	(1,278,910)	(24,982.70)	2.0%
Other Nonoperating Revenue (Expenses)-Net	359,591	531,946	(172,356)	-32.4%	596,031	(236,441)	-39.7%
Debt Related Charges	(399,719)	(399,795)	77	0.0%	(424,596)	24,877	-5.9%
PILOT*** & City Transfer	(1,714,933)	(1,854,474)	139,541	-7.5%	(1,692,674)	(22,259)	N/A
Alameda Point Telephone	(9)	(5,000)	4,990	-99.8%	(2,967)	2,957.96	N/A
<i>Operating expenses excluding Purch power, depreciation</i>	<i>(5,304,726)</i>	<i>(8,291,165)</i>	<i>2,986,439</i>	<i>-36.0%</i>	<i>(5,952,966)</i>	<i>648,239</i>	<i>-10.9%</i>
<b>Electric Net Income (Loss) - See 4.C.13 &amp; 14</b>	<b>4,176,189</b>	<b>587,996</b>	<b>3,588,193</b>	<b>610.2%</b>	<b>5,818,254</b>	<b>(1,642,065)</b>	<b>-28.2%</b>

\* REC - Renewable Energy Credits  
\*\* LCFS - Low Carbon Fuel Standard  
\*\*\* PILOT - Payment in Lieu of Taxes



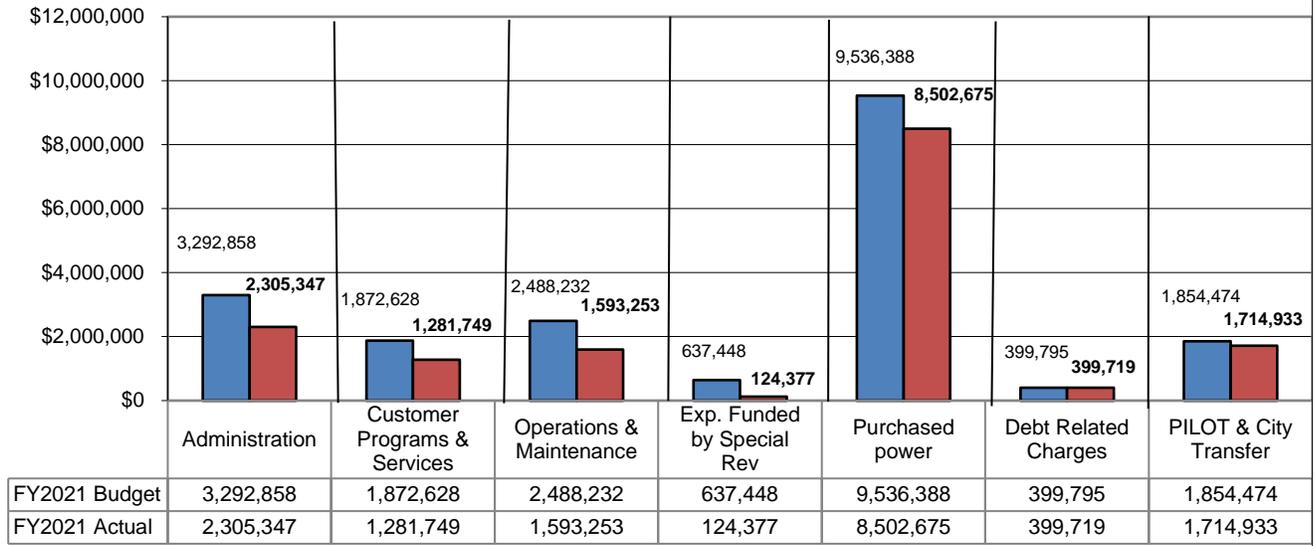
**Electric Revenue through October 2020**

■ FY2021 Budget ■ FY2021 Actual



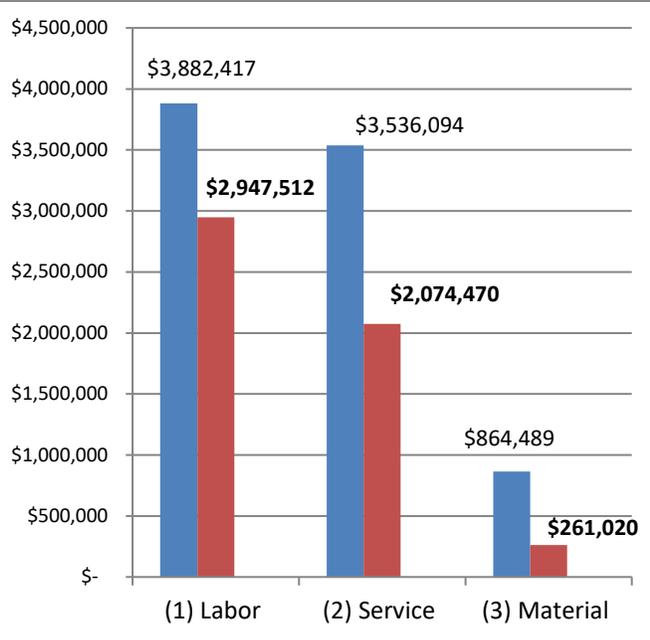
**Electric Sales (KWh) through October 2020**

■ FY2021 Budget ■ FY2021 Actual

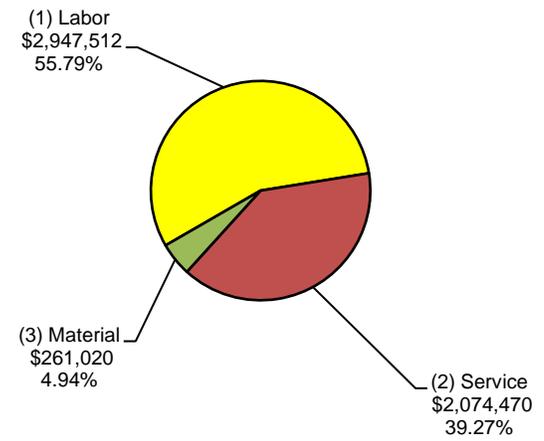


**Electric Expense through October 2020**

■ FY2021 Budget ■ FY2021 Actual

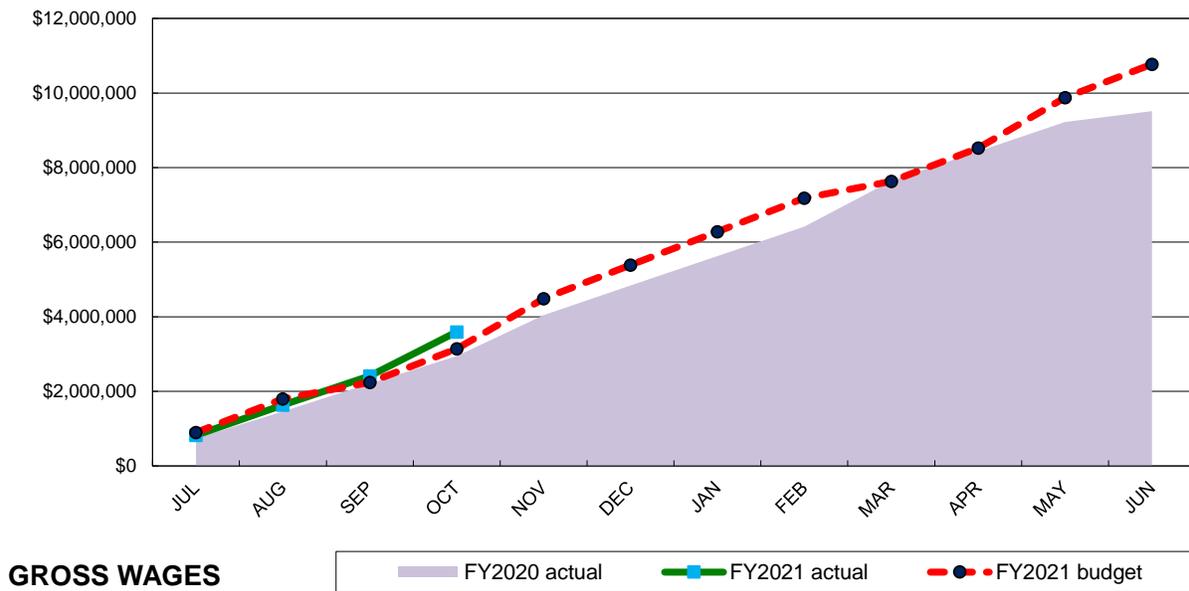
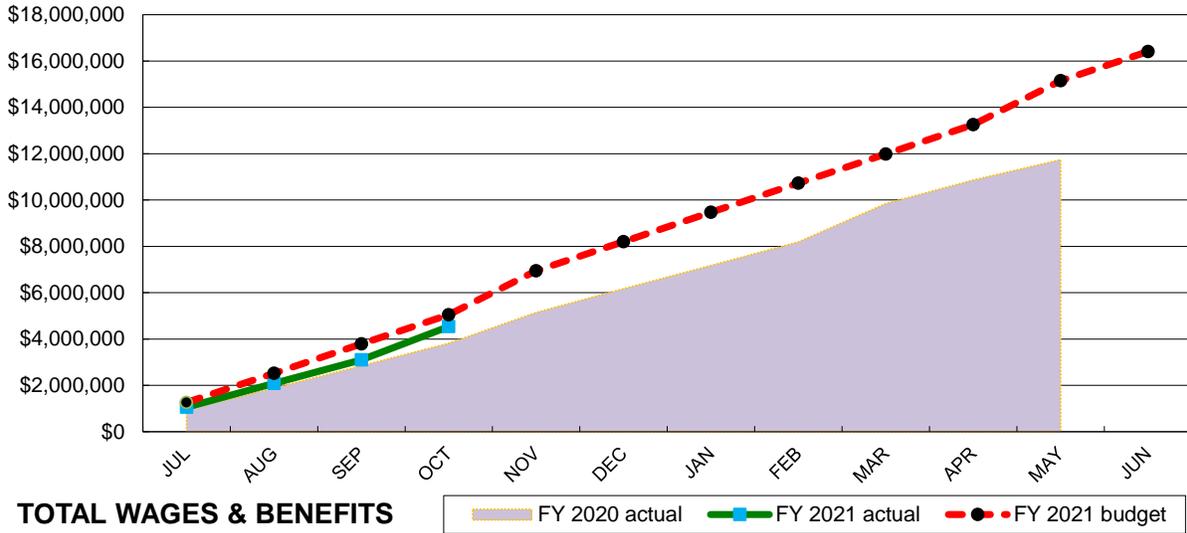


(1) Labor - Wages  
 (2) Service - Benefits & Other Services Provided by Outside Vendors  
 (3) Material - Purchased Supplies & Energy Efficiency



Electric Operating Expenses Through October 2020 (Purchased Power & Depreciation Excluded)

**Alameda Municipal Power  
 Fiscal Year (FY) 2021 Total Wages & Benefits  
 Through October 2020**



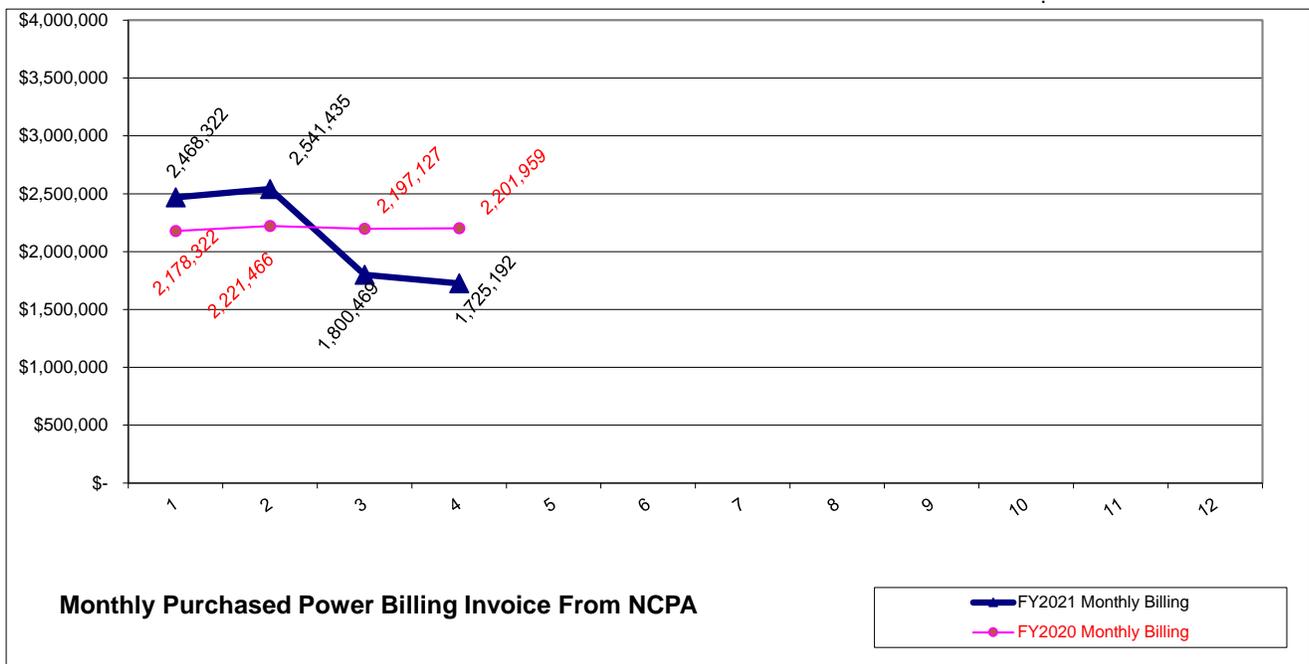
Budgeted Employees: 92  
 Actual Employees: 84 + 1 Temp

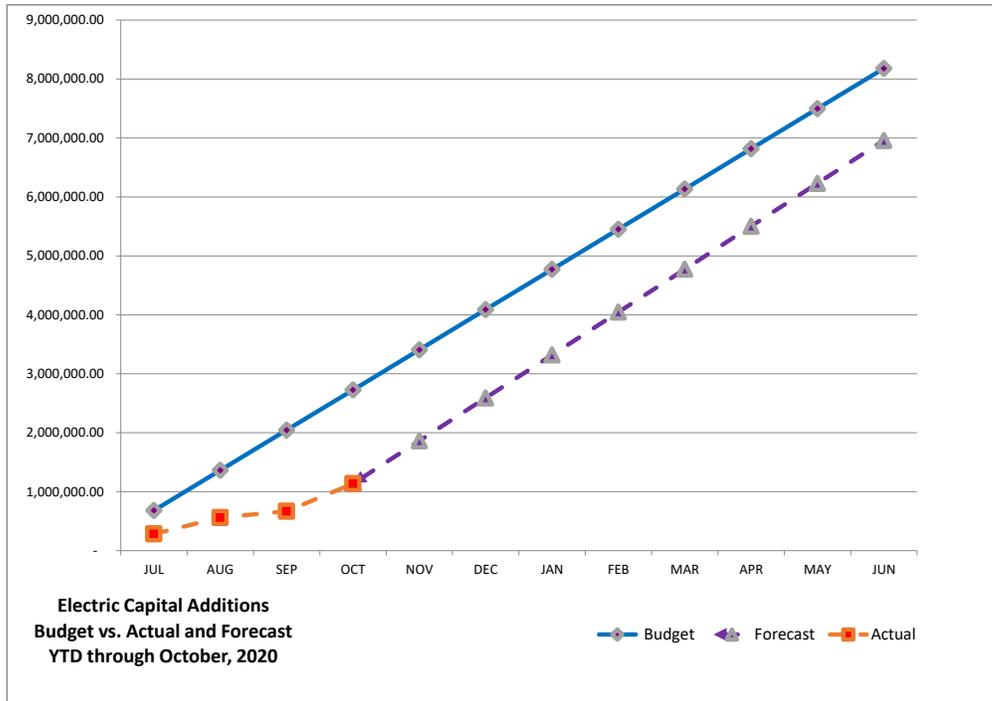
Alameda Municipal Power  
Selected Information - Purchased Power Billing From NCPA  
for the Month of October 2020

AMP pays purchase power invoices through Northern California Power Agency (NCPA). Generally, the monthly purchased power cost consists of NCPA's estimated power billing invoice for the current month, and an adjustment for the preceding months.

The monthly gross purchased power billing is listed below:

Power Cost per bill/ Mo.	Fiscal Year (FY) 2021		FY 2020		
	Monthly	Year-to-Date	Monthly	Year-to-Date	
July	2,468,322	2,468,322	2,178,322	2,178,322	
August	2,541,435	5,009,757	2,221,466	4,399,788	
September	1,800,469	6,810,226	2,197,127	6,596,915	
October	1,725,192	8,535,418	2,201,959	8,798,874	
November					
December		-		-	
January		-		-	
February		-		-	
March		-		-	
April		-		-	
May		-		-	
June		-		-	
Oct./Prior Year	Net Metering Purchase - Solar	3,115	17,510	8,405	10,330
Oct./Prior Year	Payment to NCPA for Energy Efficiency Programs & Other	-	-	-	26,595
Oct./Prior Year	Miscellaneous	-	(50,253)	-	543
Prior Year	NCPA Refund for Prior Year Settlement	-	-	-	-
		<u>1,728,307</u>	<u>8,502,675</u>	<u>2,210,364</u>	<u>8,836,342</u>





	Total Budget	This Month	YTD Actual
<b>Utility System Capital Projects</b>			
System Replacements	626,500	(18,137)	277,577
System Additions	0	0	0
New Loads	3,083,307	154,204	146,666
Underground Conversions	1,531,000	10,600	98,400
Funded by Cap & Trade	306,550	317,838	558,892
Funded by REC	1,955,800	0	0
<i>AMI Deployment - Rates Funding</i>	<i>0</i>	<i>0</i>	<i>0</i>
	<b>\$7,503,157</b>	<b>\$464,505</b>	<b>\$1,081,534</b>
<b>System Enhancements (Capitalized)</b>			
Transmission	0	0	0
Distribution	0	0	0
Substation Equipment	290,650	0	44,193
<b>Subtotal - System Enhancements Projects</b>	<b>\$290,650</b>	<b>\$0</b>	<b>\$44,193</b>
<b>Information Systems Capital Projects</b>			
IT Equip (Monitors, tablets, workstations)	0	0	0
IT Security	0	0	0
Network & Storage	0	0	0
IT Additions & Expansion	200,000	0	0
All Others - unplanned	0	0	0
<b>Subtotal - Information Systems Projects</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$0</b>
<b>Admin Capital Projects</b>			
Financial & CIS System Upgrades	\$185,000	0	0
<b>Subtotal - Admin Services Projects</b>	<b>\$185,000</b>	<b>\$0</b>	<b>\$0</b>
<b>Support Services Capital Projects</b>			
Security Upgrades	0	0	0
<b>Subtotal - Support Services Capital Projects</b>	<b>\$0</b>	<b>\$4,009</b>	<b>\$10,354</b>
<b>Total Capital Projects for FY 2021</b>	<b>\$8,178,807</b>	<b>\$468,514</b>	<b>\$1,136,081</b>
	Collected	This Month	YTD Actual
<b>Total Outside Billing Projects for FY 2021</b>	<b>\$ (2,049,973.14)</b>	<b>(\$138,215)</b>	<b>(\$2,030,654)</b>



## **FINANCIAL REPORT DETAIL**

**Alameda Municipal Power  
Financial Notes  
For the Month of October 2020**

1. **Sales of Electricity:** Electricity sales for the month were 2.8 percent under budget and 9.7 percent lower than the same month last year. Residential sales were 15.8 percent over budget for the month and 2.8 percent higher than the same month last year. General Service A1 sales were 16.3 percent under budget for the month and 25.1 percent lower than the same month last year. Demand Metered Services A2 & A3 sales were 4.7 percent under budget for the month and 8.7 percent lower than the same month last year. Municipal and Other Service sales were 2.6 percent under budget for the month and 6.2 percent lower than the same month last year.

Overall KWh sales were 2.4 percent under budget for the month and 9.0 percent lower than the same month last year. Residential KWh sales were 13.9 percent over budget for the month and 2.1 percent higher than the same month last year. General Service A1 KWh sales were 17.2 percent under budget for the month and 26.6 percent lower than the same month last year. Demand Metered Services A2 & A3 KWh sales were 8.1 percent under budget for the month and 10.3 percent lower than the same month last year. Municipal and Other Service KWh sales were 15.8 percent under budget for the month and 20.0 percent lower than the same month last year.

2. **Purchased Power:** Purchased power costs for the month were \$1,304,286 under budget and \$482,058 lower than the same month last year (see 4.C.13 & 4.C.14 Income Statement) due to prior month negative adjustments of \$1,755,733. The NCPA monthly billing includes estimates for the current month and adjustments for preceding months.
3. **Operating Expenses:** Monthly operating expenses, excluding purchased power and depreciation, were 47.5 percent under budget and 36.6 percent lower than the same month last year. For year to date, Labor was 24.1 percent under budget, Service was 41.3 percent under budget, and Material was 69.8 percent under budget.

**Non-Operating Revenues and Expenses:** Net non-operating revenue/expenses were 28.2 percent over budget due to LAIF quarterly interest earned on investment and 55.3 percent lower than the same month last year due to lower interest income on investments.



Alameda Municipal Power FY21  
 Comparative Income Statement  
 For October 1, 2020 through October 31, 2020

	Current Month Amount	Last Year Curr Month	Current Less Last Yr Curr		YTD Actual Amount	Last Year YTD	YTD Less Last Yr YTD	
Operating Revenues								
Sale of Electricity	5,271,239.78	5,668,024.76	396,784.98-	7.0-	20,659,574.49	21,314,789.29	655,214.80-	3.1-
Electric Operating Sales	17,889.40	27,726.75	9,837.35-	35.5-	55,685.61	137,458.80	81,773.19-	59.5-
Cap & Trade Net Revenue					307,896.12	269,635.08	38,261.04	14.2
REC Sales Net Revenue		160,258.00	160,258.00-	100.0-		676,961.00	676,961.00-	100.0-
Low Carbon Fuel Credit Sale						988,750.00	988,750.00-	100.0-
Telephone Revenues	3,763.24	5,471.42	1,708.18-	31.2-	19,397.07	23,083.01	3,685.94-	16.0-
<b>Total Operating Revenue</b>	<b>5,292,892.42</b>	<b>5,861,480.93</b>	<b>568,588.51-</b>	<b>9.7-</b>	<b>21,042,553.29</b>	<b>23,410,677.18</b>	<b>2,368,123.89-</b>	<b>10.1-</b>
Operating Expense								
Purchased Power	1,728,306.72	2,210,364.22	482,057.50-	21.8	8,502,674.82	8,836,342.07	333,667.25-	3.8
Energy Efficiency	9,896.62	17,865.92	7,969.30-	44.6	52,502.13	74,745.03	22,242.90-	29.8
Customer Assist, Solar Rebate & Other	16,612.18	10,313.59	6,298.59	61.1-	58,127.71	47,702.72	10,424.99	21.9-
Telephone Expenses		1,469.10	1,469.10-	100.0	9.35	2,967.31	2,957.96-	99.7
Operations & Maintenance	397,240.53	399,522.77	2,282.24-	0.6	1,593,253.39	1,551,349.53	41,903.86	2.7-
Customer Service	200,297.62	235,137.67	34,840.05-	14.8	1,047,571.77	883,498.67	164,073.10	18.6-
Administrative and General	378,462.37	911,013.05	532,550.68-	58.5	2,305,347.35	2,973,838.05	668,490.70-	22.5
Depreciation and Amortization	324,790.80	319,009.62	5,781.18	1.8-	1,303,892.34	1,278,909.64	24,982.70	2.0-
Customer Relations	24,840.95	42,771.67	17,930.72-	41.9	123,547.22	220,607.73	97,060.51-	44.0
Expenses Funded by Special Revenue	46,585.14	77,610.96	31,025.82-	40.0	124,376.76	201,223.81	76,847.05-	38.2
<b>Total Operating Expense</b>	<b>3,127,032.93</b>	<b>4,225,078.57</b>	<b>1,098,045.64-</b>	<b>26.0</b>	<b>15,111,302.84</b>	<b>16,071,184.56</b>	<b>959,881.72-</b>	<b>6.0</b>
Operating Income (Loss)	2,165,859.49	1,636,402.36	529,457.13	32.4	5,931,250.45	7,339,492.62	1,408,242.17-	19.2-
Nonoperating Income (Expense)								
Return on Investments	154,757.07	345,166.48	190,409.41-	55.2-	331,634.91	468,427.23	136,792.32-	29.2-
Return on restricted investments	15.98	4,090.68	4,074.70-	99.6-	68.50	19,362.08	19,293.58-	99.6-
Debt-related charges	99,929.63-	106,148.89-	6,219.26	5.9-	399,718.52-	424,595.56-	24,877.04	5.9-
Net Nonoperating Income (Exp)	15,701.57	32,524.35	16,822.78-	51.7-	27,887.09	108,242.00	80,354.91-	74.2-
Payment in Lieu of Taxes	127,833.34-	125,333.33-	2,500.01-	2.0	511,333.36-	501,333.32-	10,000.04-	2.0
Misc. Credits & Debits to Surplus								
<b>Total Nonoperating Income</b>	<b>57,288.35-</b>	<b>150,299.29</b>	<b>207,587.64-</b>	<b>138.1-</b>	<b>551,461.38-</b>	<b>329,897.57-</b>	<b>221,563.81-</b>	<b>67.2</b>
Income before Transfer to the City	2,108,571.14	1,786,701.65	321,869.49	18.0	5,379,789.07	7,009,595.05	1,629,805.98-	23.3-
Transfer to the City	401,200.00-	397,113.60-	4,086.40-	1.0	1,203,600.00-	1,191,340.80-	12,259.20-	1.0
Net Income (Loss)	1,707,371.14	1,389,588.05	317,783.09	22.9	4,176,189.07	5,818,254.25	1,642,065.18-	28.2-

Alameda Municipal Power FY21  
Consolidated Balance Sheet  
As of October 31, 2020

	Current YTD Amount	Last Year YTD Amount	Current YTD - Last YTD	
ASSETS				
Utility Plant	114,548,554.96	113,709,173.06	839,381.90	0.7
Construction Work in Progress	6,351,683.22	4,821,183.30	1,530,499.92	24.1
Accumulated Depreciation	82,666,191.85-	79,135,751.22-	3,530,440.63-	4.3
	-----	-----	-----	-----
Utility Plant Net	38,234,046.33	39,394,605.14	1,160,558.81-	3.0-
	-----	-----	-----	-----
Restricted Investments				
2010A&B Installment Fund	879,872.55	888,536.07	8,663.52-	1.0-
2010A&B Reserve Fund	2,752,731.40	2,738,774.73	13,956.67	0.5
	-----	-----	-----	-----
Restricted Investments	3,632,603.95	3,627,310.80	5,293.15	0.1
	-----	-----	-----	-----
Investments Reserved - Special Purposes				
Insurance Reserve	1,200,000.00	1,200,000.00		
Underground Cons. Reserve	12,576,789.64	11,513,340.32	1,063,449.32	9.2
Solar PV Rebate Reserve				
REC Net Revenue Reserve	19,653,155.99	19,710,251.90	57,095.91-	0.3-
CAP&Trade Net REV Reserve	2,697,162.33	3,208,529.82	511,367.49-	19.0-
Low Carbon Fuel St Rev Reserve	1,706,248.63	1,894,751.16	188,502.53-	11.0-
	-----	-----	-----	-----
Investments Reserved - Special Purposes	37,833,356.59	37,526,873.20	306,483.39	0.8
	-----	-----	-----	-----
Noncurrent Assets:				
NCPA projects and reserves	10,638,650.00	10,828,040.00	189,390.00-	1.8-
Notes Receivable				
Deposits	40,000.00	40,000.00		
Debt Issue Costs (Net)	479,593.96	541,244.56	61,650.60-	12.9-
Deferred outflows re to pension	2,657,801.00	2,657,801.00		
Deferred Outflows to OPEB	1,509.00	1,509.00		
Interfund Advances		4.67	4.67-	100.0
	-----	-----	-----	-----
Non Current Assets	13,817,553.96	14,068,599.23	251,045.27-	1.8-
	-----	-----	-----	-----
Current Assets:				
Cash and equivalents	57,187,998.42	49,911,905.92	7,276,092.50	12.7
Interest Receivable	28,696.50	23,228.06	5,468.44	19.1
Accounts Receivable	7,642,535.55	8,320,149.44	677,613.89-	8.9-
Materials and Supplies	4,399,920.46	3,929,968.80	469,951.66	10.7
Prepaid PILOT/ROI	496,026.00	1,098,426.00	602,400.00-	121.4-
Prepaid Power costs and others	26,204.00	25,441.00	763.00	2.9
	-----	-----	-----	-----
Current Assets	69,781,380.93	63,309,119.22	6,472,261.71	9.3
	-----	-----	-----	-----
Total Assets	163,298,941.76	157,926,507.59	5,372,434.17	3.3
	=====	=====	=====	=====

Alameda Municipal Power FY21  
Consolidated Balance Sheet  
As of October 31, 2020

	Current YTD Amount	Last Year YTD Amount	Current YTD - Last YTD	
CAPITALIZATION AND LIABILITIES				
Capitalization:				
Earned surplus:				
Unappropriated	26,102,084.13	20,711,112.53	5,390,971.60	20.7-
Appropriated Earnings	38,352,783.72	38,080,385.00	272,398.72	0.7-
Current Net Earnings and Expense	4,176,189.07	5,818,254.25	1,642,065.18-	39.3
	-----	-----	-----	-----
Total Earned Surplus	68,631,056.92	64,609,751.78	4,021,305.14	5.9-
	-----	-----	-----	-----
Equity in NCPA joint venture	10,572,051.00	10,673,031.00	100,980.00-	1.0
	-----	-----	-----	-----
Long Term Liabilities				
Long Term Debts	45,552,977.00	46,962,977.00	1,410,000.00-	3.1
Deferred Inflows re to pension	446,536.00	446,536.00		
Interfund Advances				
	-----	-----	-----	-----
Long Term Liabilities	45,999,513.00	47,409,513.00	1,410,000.00-	3.1
	-----	-----	-----	-----
Current Liabilities				
A/P and Accrued Payroll	1,535,788.17	1,628,463.36	92,675.19-	6.0
Litigation Judgement				
Interest Payable	379,167.70	404,044.72	24,877.02-	6.6
Purchase Power Balancing A/C	26,329,877.81	26,204,877.81	125,000.00	0.5-
Deposits	7,669,637.92	4,986,404.35	2,683,233.57	35.0-
Taxes Payable	351,842.78	372,309.69	20,466.91-	5.8
Other Accrued Liabilities	1,830,006.46	1,638,111.88	191,894.58	10.5-
	-----	-----	-----	-----
Current Liabilities	38,096,320.84	35,234,211.81	2,862,109.03	7.5-
	-----	-----	-----	-----
Total Capitalization and Liabilities	163,298,941.76	157,926,507.59	5,372,434.17	3.3-
	=====	=====	=====	=====

Alameda Municipal Power  
Electric & Alameda Point Phone Services  
Statement of Cash Flows  
For the Month of October 2020

	<u>Current Month</u>	<u>Year to Date</u>
Net Cash Flows from Operating Activities		
Net Income (Loss) - Electric	1,707,371	4,176,189
Net Income (Loss) - Alameda Point Phone	-	-
- Depreciation & Amortization expense	324,791	635,275
- Plant Asset Retirement Accum Dep. Adjustment	0	668,617
- Debt Cost Amortization	5,138	20,550
- Balancing Account Year-end Adjustment	-	-
- (Increase) Decrease in Lease Deposit	-	-
- ( Increase ) Decrease in Accounts Receivable	(188,545)	(285,000)
- ( Increase ) Decrease in Interest Receivable	-	-
- ( Increase ) Decrease in Material & Supplies Inventory	(81,416)	(1,005,280)
- ( Increase ) Decrease in Prepays	35,799	(468,742)
- Increase (Decrease) in Accounts Payable	(863,942)	336,907
- Increase (Decrease) in Interest Payable	94,792	(226,900)
- Increase (Decrease) in Customer Deposits	(37,434)	1,607,841
- Increase (Decrease) in Taxes Payable	(13,440)	26,150
- Increase (Decrease) in Other Accrued Liabilities	(26,907)	(10,317)
- Increase (Decrease) in Pension-related Liabilities	-	-
Net cash provided (used) by operating activities	956,206	5,475,291
Cash Flows From Investing Activities		
(Increase) Decrease in Utility Plant	-	-
(Increase) Decrease in Construction Work in Progress	(396,090)	(1,528,123)
2010A&B Bond Fund Debt Service Trustee A/C	(217,832)	1,144,736
2010A&B Common Reserve Account Interest Income	(14)	(55)
2010 A&B Cost Issuance - Net Funding	-	-
Plant Asset Retirement	0	668,617
Sale Proceed of Obsolete Assets	-	-
(Increase) Decrease in NCPA - GOR Value	-	(66,599)
(Increase) Decrease in NCPA - Projects Value	-	-
(Increase) Decrease in Northern California Power Agency Various Deposits	-	-
Net cash provided (used) by investing activities	(613,936)	218,577
Cash Flows From Financing Activities		
2010B Bond Principal Payment	-	(1,410,000)
Net cash provided (used) by financing activities	-	(1,410,000)
Net Increase (Decrease) in Cash	<u>342,271</u>	<u>4,283,868</u>
Appropriation for Reserves		
(Increase) Decrease in Underground Fund Reserve	(93,983)	(319,934)
(Increase) Decrease in Solar Photovoltaic Rebate Reserve	-	-
(Increase) Decrease in Renewable Energy Credits Net Revenue Reserve	151,892	384,416
(Increase) Decrease in Cap&Trade Net Revenue Reserve	449,505	922,664
(Increase) Decrease in Low Carbon Fuel St Rev Reserve	8,693	31,323
- Subtotal (Increase) Decrease in in Reserves	<u>516,107</u>	<u>1,018,469</u>
Total Increase (Decrease) in Cash	<u>858,378</u>	<u>5,302,337</u>
Cash - Jun 30, 2020		51,885,661
Cash - September 30, 2020	<u>56,329,621</u>	
Cash - October 31, 2020	<u>57,187,998</u>	<u>57,187,998</u>
Additional Information		
Reserves for Special Purposes at 6/30/2020		38,851,826
Reserves for Special Purposes at 9/30/2020	38,349,464	
Net Increase (Decrease) for the period	(516,107)	(1,018,469)
Reserves for Special Purposes at 10/31/2020	<u>37,833,357</u>	<u>37,833,357</u>

**Alameda Municipal Power  
Utility Plant Detail--Electric  
For the Month of October, 2020**

AGENDA ITEM 4.C.18

12/21/2020

		General <u>Ledger</u>		Utility <u>Plant</u>	General <u>Ledger</u>	Accumulated <u>Depreciation</u>	Net Utility <u>Plant</u>
<b><u>Transmission</u></b>							
Land & Land Rights	350.101	2501		\$69,332.79	2822	\$0.00	\$69,332.79
Structures & Improvements - West Crossing	351.101	2522		74,662.06	2822	65,778.60	8,883.46
Structures & Improvements - East Crossing	352.101	2522		68,948.27	2822	62,573.47	6,374.80
Transformer Towers & Fixtures	354.101	2522		461,706.86	2822	461,685.87	20.99
Transformer Poles & Fixtures	355.101	2522		816,565.71	2822	742,215.80	74,349.91
Overhead Conductors & Devices	356.101	2522		846,458.59	2822	637,570.87	208,887.72
Underground Conduits	357.101	2522		366,075.48	2822	353,412.43	12,663.05
Underground Conductors & Devices	358.101	2522		<u>1,359,176.41</u>	2822	<u>1,327,602.12</u>	<u>31,574.29</u>
Total Transmission				\$4,062,926.17		\$3,650,839.16	\$412,087.01
<b><u>Distribution</u></b>							
Land & Land Rights - Grand St. Station	360.101	2501		36,867.29		0.00	36,867.29
Structures & Improvements -Grand St.Cartwright & Jenny Substations	361.101	2511		2,498,155.22	2811	1,560,114.67	938,040.55
Station Equipment - Grand St. Station	362.101	2521		946,631.33	2821	445,138.52	501,492.81
Station Equipment - Cartwright Station	362.401	2521		2,610,553.90	2821	1,302,190.90	1,308,363.00
Station Equipment - Jenny Station	362.501	2521		3,961,146.84	2821	1,920,206.69	2,040,940.15
Storage Battery - Jenny Station	363.501	2521		51,194.42	2821	51,194.42	0.00
Poles Towers & Fixtures	364.101	2521		9,920,309.05	2821	7,594,214.23	2,326,094.82
Overhead Conductors & Devices	365.101	2521		9,810,070.89	2821	7,253,114.21	2,556,956.68
Underground Conduits	366.101	2521		13,362,896.17	2821	9,948,631.28	3,414,264.89
Underground Conductors & Devices	367.101	2521		22,035,317.10	2821	18,077,994.70	3,957,322.40
Line Transformers	368.101	2521		7,405,491.22	2821	5,195,779.86	2,209,711.36
Services	369.101	2521		4,137,156.18	2821	3,636,732.92	500,423.26
Meters	370.101	2521		9,187,422.57	2821	2,123,817.46	7,063,605.11
Land & Land Rights - Jenny Station (50 Years)	360.101	2501		66,500.00	2901	0.00	66,500.00
Total Distribution				<u>\$86,029,712.18</u>		<u>\$59,109,129.86</u>	<u>\$26,920,582.32</u>
<b><u>General Plant</u></b>							
Land & Land Rights - Grand St. Station	389.101	2501		\$47,443.89	2811	\$0.00	\$47,443.89
Structures & Improvements	390.101	2511		5,669,913.39	2811	3,099,915.54	2,569,997.85
Office Mechanical Equipment	391.101	2551		1,288,301.07	2851	1,170,463.69	117,837.38
Office Furniture & Other Equipment	391.201	2571		923,119.31	2871	666,667.84	256,451.47
Computer Equipment & Software	391.301	2561		3,503,773.72	2861	3,232,101.58	271,672.14
Office Equipment-System Software-Cayenta	391.306	2591		1,012,361.62	2891	927,848.06	84,513.56
Dispatch Center Equipment	391.401	2551		421,701.98	2851	253,810.61	167,891.37
Transportation Equipment	392.101	2581		42,378.98	2881	42,378.98	0.00
Transportation Vehicles	392.105	2581		40,033.70	2881	37,425.86	2,607.84
Construction Vehicles	392.106	2581		3,112,711.38	2881	2,592,678.12	520,033.26
Electric Transportaion Vehicles	392.107	2581		210,615.13	2881	97,476.04	113,139.09
Electric Construction Vehicles	392.108	2581		0.00	2881	0.00	0.00
Stores Equipment	393.101	2551		128,116.93	2851	81,335.23	46,781.70
Shop & Garage Equipment	394.101	2551		25,712.82	2851	24,148.34	1,564.48
Tools & Work Equipment	394.201	2551		804,211.53	2851	780,575.63	23,635.90
Communication Equipment	397.101	2551		6,689,744.20	2851	6,526,424.19	163,320.01
Miscellaneous Equipment	398.101	2551		<u>535,776.96</u>	2851	<u>372,973.12</u>	<u>162,803.84</u>
Total General Plant				\$24,455,916.61		\$19,906,222.83	\$4,549,693.78
Subtotal				<u>\$114,548,554.96</u>		<u>\$82,666,191.85</u>	<u>\$31,882,363.11</u>
<b>Construction Work In Progress (CWIP)</b>		2701 2704		<u>\$6,351,683.22</u>			<u>\$6,351,683.22</u>
Grand Total				<u>\$120,900,238.18</u>		<u>\$82,666,191.85</u>	<u>\$38,234,046.33</u>

**Alameda Municipal Power**  
**Calculation of Non-Power Costs for Balancing Account**  
**Fiscal Year (FY) 2021 Year To Date (YTD) through October 2020**

	FY 2020 Annual Budget	FY 2021 Annual Budget	FY 2021 Year-to-Date Budget	FY 2021 Year-to-Date Actual
<b>Revenue</b>				
Sale of Electricity - see Income Statement (4.C.13)	61,982,673	62,731,000	20,327,860	20,659,574
<b>Other Revenue</b>				
SB-1 Solar Surcharge	-	-	-	-
Other Electric Operating Sales (minus line19)	403,773	397,749	132,583	55,686
Cap&Trade Sales Income & Low Carbon Fuel Standard Credit Sale	1,787,256	2,430,266	810,089	307,896
Renewable Eenergy Credits (REC) Sales Income	1,167,720	-	-	-
Interest Income	1,200,000	1,225,000	408,333	331,703
Less Restricted Interest Income for Trustee Account	-	-	-	(69)
Non-Operating Income/Deduction Net	379,110	387,860	123,613	27,887
Reserves Reduction - Release Reserves funds for designated usages	4,550,600	5,695,850	1,898,617	1,528,699
	<b>9,488,459</b>	<b>10,136,725</b>	<b>3,373,235</b>	<b>2,251,803</b>
Retainments: Underground Utility District Reserve Funding	(1,240,000)	(1,255,000)	(418,333)	(418,333)
Retainments: Solar Surcharge	-	-	-	-
Retainments: Cap&Trade and REC Sales Net Revenue	(2,954,976)	(2,430,266)	(810,089)	(307,896)
Retainments: Low Carbon Fuel Standard	-	-	-	-
	<b>(4,194,976)</b>	<b>(3,685,266)</b>	<b>(1,228,422)</b>	<b>(726,229)</b>
<b>Adjusted Net Revenue</b>	<b>67,276,156</b>	<b>69,182,459</b>	<b>22,472,673</b>	<b>22,185,148</b>
<b>Purchased Power</b>	<b>(29,968,408)</b>	<b>(33,160,453)</b>	<b>(9,536,388)</b>	<b>(8,502,675)</b>
<b>Expense Items Included In Non-Power Costs</b>				
Total Operating Expenses - see Income Statement (4.C.13)	(56,396,068)	(61,427,374)	(18,965,886)	(15,111,303)
Remove Purchased Power included in Total Operating Expenses	29,968,408	33,160,453	9,536,388	8,502,675
<b>Non-Power Operating Expenses</b>	<b>(26,427,660)</b>	<b>(28,266,921)</b>	<b>(9,429,498)</b>	<b>(6,608,628)</b>
Remove Depreciation	3,400,000	3,400,000	1,333,333	1,303,892
Non-Power Operating Expenses Excluding Depreciation	(23,027,660)	(24,866,921)	(8,096,165)	(5,304,736)
Debt Related Charges interest	(1,274,136)	(1,199,505)	(399,835)	(399,719)
Less Debt Cost Amortization	62,000	62,000	20,667	20,550
Payment In Lieu Of Taxes /Return On Investment	(1,518,721)	(1,549,096)	(516,314)	(511,333)
<b>Non-Operating Revenue &amp; Expenses</b>	<b>(2,730,857)</b>	<b>(2,686,601)</b>	<b>(895,482)</b>	<b>(890,502)</b>
Capital Projects (see 4.C.9)	(7,009,920)	(8,178,807)	(2,726,269)	(1,136,081)
<b>Total Non-Power Costs</b>	<b>(32,768,437)</b>	<b>(35,732,329)</b>	<b>(11,717,916)</b>	<b>(7,331,318)</b>
<b>Recap of Income and Expenses</b>				
Sale of Electricity	61,982,673	62,731,000	20,327,860	20,659,574
Other Revenue Sources	9,488,459	10,136,725	3,373,235	2,251,803
Retainments	(4,194,976)	(3,685,266)	(1,228,422)	(726,229)
Purchased Power Costs	(29,968,408)	(33,160,453)	(9,536,388)	(8,502,675)
Total Non-Power Costs Excluding City Transfer	(32,768,437)	(35,732,329)	(11,717,916)	(7,331,318)
Transfer to City of Alameda General Fund	(3,990,228)	(4,014,884)	(1,338,161)	(1,203,600)
<b>Over (Under) Collection</b>	<b>549,083</b>	<b>(3,725,207)</b>	<b>(119,792)</b>	<b>5,147,554</b>



**Alameda Municipal Power**  
**INVESTMENT PORTFOLIO SUMMARY**  
**October 31, 2020**

	<u>Current Market Value</u>	<u>Book Value</u>	<u>Unrealized Gain (Loss)</u>	<u>Percent of Total</u>	<u>Average Return</u>
Local Agency Investment Fund	\$55,908,059	\$55,908,059	\$0	68.71%	0.620%
U.S. Government Agencies	1,899,667	1,871,867	27,801	2.30%	0.624%
U.S. Government Bonds	486,461	491,688	-5,227	0.60%	4.950%
Cash & Money Market	304,767	304,767	0	0.37%	0.010%
Municipal Bonds	7,656,864	7,670,805	-13,941	9.43%	1.563%
Corporate Fixed Income	7,721,130	7,613,103	108,027	9.36%	0.822%
Certificates of Deposit(s)	<u>7,603,520</u>	<u>7,507,657</u>	<u>95,863</u>	<u>9.23%</u>	<u>-0.102%</u>
<b>Total Investment Portfolio and Weighted Average Return</b>	<u><b>\$81,580,467</b></u>	<u><b>\$81,367,945</b></u>	<u><b>\$212,522</b></u>	<u><b>100.00%</b></u>	<u><b>0.684%</b></u>

Fiscal Year (FY) 2021 Budgeted Interest Income	\$1,225,000
FY2021 Year-to-date Interest Income Estimated	\$331,635
Percent of Interest Received To Date	27.1%

	<b>Actual</b>	<b>Budgeted</b>
FY 2019 Interest Income	\$1,534,102	\$300,000
FY 2018 Interest Income	\$826,098	\$300,000
FY 2017 Interest Income	\$470,818	\$120,000
FY 2016 Interest Income	\$316,332	\$101,000
FY 2015 Interest Income	\$173,594	\$105,000

**Alameda Municipal Power  
DETAIL OF INVESTMENT PORTFOLIO  
October 31, 2020**

Investment Description	Custodian / S&P Rating	Par Value	Coupon Rate	Current Market Value	Date of Investment	Date of Maturity	% of Portfolio	Yield to Maturity	Call Date	Book Value Purchase Price
<b>Local Agency Investment Fund (LAIF)</b>	LAIF		0.620%	\$ 55,908,059	10/01/20	10/31/20	68.71%	0.620%		\$ 55,908,059
<b>Cash &amp; Money Market Funds</b>		\$ 304,767	0.010%	\$ 304,767	10/01/20	10/31/20	0.37%	0.010%		\$ 304,767
	Subtotal	\$304,767		\$304,767						\$304,767
<b>U.S. Government Treasuries &amp; Agencies</b>										
Federal Agric Mtg Corp Mnts B - 2.500%, 1/30/2023	N/A	\$ 250,000	2.500%	\$ 262,715	09/03/19	01/30/23	0.32%	0.220%		\$ 259,198
FHLB 1.750% 5/20/2024	AA+	500,000	1.750%	500,275	02/18/20	05/20/24	0.62%	1.910%		502,125
Tenn Val Auth Cpn Strip - 05/01/2024	N/A	350,000	0.000%	342,734	09/29/20	05/01/24	0.43%	0.610%		347,193
US Treasury Strip 8/15/2024	N/R	500,000	0.000%	494,255	10/08/19	08/15/24	0.58%	0.280%		469,315
US Treasury Strip 5/15/2021	N/R	300,000	0.000%	299,688	10/03/19	05/15/21	0.36%	0.100%		294,036
	Subtotal	\$750,000		\$1,899,667			2.30%	0.624%		\$1,871,867
<b>U.S. Government Bonds</b>										
US Department of Housing & Urban Development 5.660%, 08/	-	\$ 480,000	5.660%	\$ 486,461	01/14/20	08/01/23	0.60%	4.950%	02/01/20	\$ 491,688
		\$480,000		\$486,461			0.60%	4.950%		\$491,688
<b>Corporate Bonds</b>										
Alabama Pwr Co - 2.80%, 04/01/2025	A	\$ 250,000	2.800%	\$ 268,568	06/26/20	04/01/25	0.33%	1.050%	01/01/25	\$ 270,233
Alibaba Group Hldg Ltd 2.800%, 06/06/2023	A+	250,000	2.800%	263,078	01/24/20	06/06/23	0.32%	0.720%	05/06/23	257,973
Alibaba Group Holding - 3.600%, 11/28/2024	A+	285,000	3.600%	311,984	10/14/20	11/28/24	0.39%	1.200%	08/28/24	315,016
Apple Inc. 2.700%, 05/13/2022	AA+	300,000	2.700%	311,130	11/16/17	05/13/22	0.38%	0.260%		305,188
Apple Inc. 3.000%, 02/09/2017	AA+	250,000	3.000%	268,310	10/14/20	02/09/24	0.33%	0.680%	12/09/24	271,225
Banco Santander S.A. 2.706%, 06/27/24	A	200,000	2.706%	211,698	09/17/19	06/27/24	0.25%	1.060%		202,780
Bank New York Mellon Corp 3.45%, 08/11/2023	A	250,000	3.450%	270,680	09/17/19	08/11/23	0.32%	0.470%		263,130
Barclays Bank Plc - 1.20%, 1/24/2024	A	250,000	1.200%	247,008	08/08/20	01/24/24	0.31%	1.570%	07/24/21	252,130
Barclays Bank PLC 2.3025% 6/19/2023	A	250,000	2.303%	266,875	02/18/20	06/19/23	0.32%	1.570%		260,743
BB&T Co Global Bk Mtn - 2.85%, 4/01/2021	A	250,000	2.850%	252,140	10/03/19	04/01/21	0.31%	0.680%	03/01/21	254,463
Bristol-Myers Squibb Co 2.000%, 8/1/2022	A+	250,000	2.000%	257,130	12/06/17	08/01/22	0.30%	0.340%		246,757
Capital Impact Partners 3.2% 3/15/2024	A	253,000	3.200%	267,740	12/05/19	03/15/24	0.32%	1.410%		261,139
Credit Suisse New York 3.625% 9/9/2024	A+	250,000	3.625%	276,593	12/05/19	09/09/24	0.33%	0.820%		266,703
International Business Machs Sr Gbl NT2 2.500%, 1/27/2022	A	75,000	2.500%	77,006	11/14/18	01/27/22	0.09%	0.260%		73,103
International Business Machs 3.625%, 02/12/2024	A	175,000	3.625%	191,637	03/10/20	02/12/24	0.23%	0.640%		189,835
Midamerican Energy Co 3.700% 9/15/23	A+	250,000	3.700%	271,348	02/18/20	09/15/23	0.33%	0.680%	06/15/23	267,110
MUFG Union Bank N.A. 3.150%, 04/01/2022	A	250,000	3.150%	259,075	03/27/20	04/01/22	0.31%	0.560%	03/01/22	252,500
One Gas Inc 3.610%, 02/01/2024	A	250,000	3.610%	271,090	09/22/20	02/01/24	0.34%	0.950%	11/01/23	274,385
Oracle Corp 1.900%, 9/15/2021	A	250,000	1.900%	253,140	12/06/17	09/15/21	0.30%	0.430%	08/15/21	247,992
Public Storage 2.370%, 9/15/2022	A	250,000	2.370%	259,113	12/06/17	09/15/22	0.31%	0.390%	08/15/22	248,476
Royal Bank of Canada 2.550% 7/16/24	A	250,000	2.550%	266,905	11/27/19	07/16/24	0.31%	0.710%		255,223
Santander UK PLC 4%, 03/13/2024	A	225,000	4.000%	248,663	06/27/19	03/13/24	0.29%	0.810%		239,735
Schlumberger Invt Sa - 3.65% 12/1/2023	A	250,000	3.650%	268,973	09/13/19	12/01/23	0.32%	1.150%	09/01/23	263,475
Schlumberger Invt Sa - 3.65% 12/1/2023	A	250,000	3.650%	268,973	09/08/20	12/01/23	0.33%	1.150%	09/01/23	272,235
Shell International Fin BV 3.400% 8/12/2023	AA-	250,000	3.400%	270,308	02/12/20	08/12/23	0.33%	0.460%		265,393
Simon Ppty Group Lp - 3.75%, 02/01/2024	A	250,000	3.750%	257,918	08/06/20	02/01/24	0.34%	1.240%	11/01/23	273,910
Simon Ppty Group LP 2.000% 9/13/2024	A	250,000	2.000%	269,770	02/12/20	09/13/24	0.31%	1.140%	06/13/24	252,118
Sumitomo Mitsui Banking Corp 3.650%, 07/23/2025	A	250,000	3.650%	279,440	09/10/20	07/23/25	0.35%	1.060%		283,238
Suntrust Bank 3.00% 2/2/2023	A	250,000	3.000%	263,413	12/10/19	02/02/23	0.32%	0.590%	01/02/23	257,990
Toyota Motor Credit Corp - 3.35% 01/08/24	A+	250,000	3.350%	271,430	05/19/20	01/08/24	0.33%	0.610%		268,910
	Subtotal	\$7,263,000		\$7,721,130			9.36%	0.822%		\$7,613,103
<b>Municipal Bonds</b>										
Bay Area Toll Auth Calif Toll - 2.254%, 04/01/2024	AA	\$ 445,000	2.254%	\$ 468,420	10/21/20	04/01/24	0.58%	0.790%		470,209
Brick Twp N J - 4.000%, 11/15/2023	-	250,000	4.000%	274,543	08/19/19	11/15/23	0.33%	2.400%		265,308
California St - GO High Speed PA 2017A 2.367%, 04/01/2022	AA-	250,000	2.367%	257,210	03/04/20	04/01/22	0.32%	0.250%		257,710
Clark Cnty Nev Sch Dist 5.51%, 6/15/2024	A+	235,000	5.510%	257,882	08/19/19	06/15/24	0.33%	3.510%		264,464
Clark Cnty Nev Sch Dist - 5.51% 6/15/2024	A+	225,000	5.510%	246,908	07/11/19	06/15/24	0.31%	3.510%		252,092
Colony Tex Loc Dev Corp 3.366% 10/01/2023	AA+	250,000	3.366%	268,730	09/24/20	10/01/23	0.33%	0.930%		268,735
Cuyahoga Cnty Ohio Ctfs Partn - 5.00%, 12/01/2023	AA-	335,000	5.000%	362,437	08/25/20	12/01/23	0.47%	1.490%		379,150
Fort WorthTX SPL Tax Rev 5% 3/1/2024	-	250,000	5.000%	284,305	07/10/20	03/01/24	0.35%	1.250%		285,153
Garfield Cnty 6%, 09/01/2024	A	250,000	6.000%	283,050	01/14/20	09/01/24	0.35%	2.970%	09/01/21	283,038
Greensboro N CLTD Oblig Tax Bds 2018 - 3.074%, 2/1/2024	AA+	250,000	3.074%	268,588	08/22/19	02/01/24	0.32%	1.360%		263,275
Laurel Cnty KY Judicial Ctr PU 5%, 3/1/2025	-	200,000	5.000%	236,840	04/17/20	03/01/25	0.28%	1.270%		231,430
Louisiana St Citizens Ppty Ins Corp Assmt Rev -2.64%, 06/01/21	AA	225,000	2.640%	232,112	09/03/19	06/01/24	0.29%	1.030%		234,950
Louisiana St Univ & Agric & Mechanical College Brd 5%, 07/01/	n/a	250,000	5.000%	283,483	08/25/20	07/01/24	0.36%	0.960%		289,088
Massachusetts St Hsg Fin Agy - 3.300%, 06/01/2024	AA	250,000	3.300%	269,708	03/19/20	06/01/24	0.32%	0.750%		257,895

**Alameda Municipal Power  
DETAIL OF INVESTMENT PORTFOLIO  
October 31, 2020**

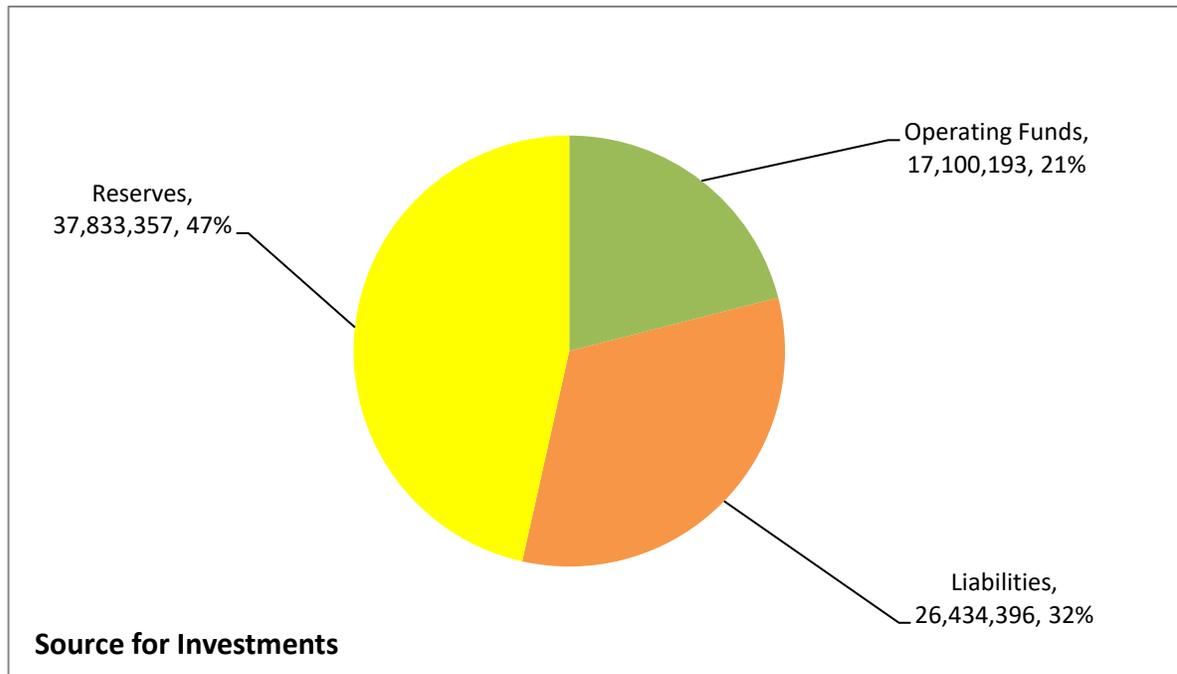
Investment Description	Custodian / S&P Rating	Par Value	Coupon Rate	Current Market Value	Date of Investment	Date of Maturity	% of Portfolio	Yield to Maturity	Call Date	Book Value Purchase Price
New York ST Dorm Auth St Pers 4.992%, 3/15/2022	AA+	225,000	4.992%	238,199	02/12/19	03/15/22	0.29%	0.640%		239,756
Oneida CNTY NY Pub Impt BDS 6.500%, 04/15/2023	AA	170,000	6.500%	190,055	11/28/18	04/15/23	0.23%	3.000%		189,329
Pasadena Calif Pension Oblig 3.34%, 5/1/2024	AAA	250,000	3.340%	275,443	08/22/19	05/01/24	0.33%	0.750%		266,780
Plum Boro PA Sch Dist GO Bds B 2.976%, 09/15/2021	AA	200,000	2.976%	204,374	02/05/19	09/15/21	0.25%	1.700%		200,876
Pomona Calif Redevel Agy Successor Agy Tax Allocation 3.406%, Portl & Ore Pension Oblig Rev 7.701%, 06/01/2022	A+	225,000	3.406%	226,247	12/07/18	02/01/21	0.28%	0.670%		228,220
Roysce City Tex - 3%, 08/15/2022	n/a	160,000	7.701%	172,291	02/20/19	06/01/22	0.22%	2.570%		178,760
Rutgers St Univ NJ - 2.161%, 05/01/2024	AA	250,000	3.000%	261,918	09/24/20	08/15/22	0.32%	0.430%		262,480
Sacramento CA Transient Occupancy Tax 3.574% 6/1/2022	A+	250,000	2.161%	256,440	10/23/20	05/01/24	0.32%	1.270%		259,285
Stockton CA Redevel Agy - 2.375%, 09/01/2022	-	250,000	3.574%	255,730	07/31/20	06/01/22	0.32%	1.910%		257,205
University Alaska Univ Revs - 4%, 10/1/2023	AA	250,000	2.375%	256,135	10/23/20	09/01/22	0.32%	1.220%		258,768
Washington Fed Hwy Grnt Anticrev - Sr 520 Corridor Prog 5%, West Covina CA Pub Fin Auth 2.168% 8/1/2024	A+	225,000	4.000%	238,127	09/03/19	10/01/23	0.30%	1.920%		247,772
West Covina CA Pub Fin Auth 2.318% 8/1/2025	AA	250,000	5.000%	259,905	03/12/20	09/01/21	0.32%	0.260%		263,888
West Covina Calif Pub Fing Auth Lease Rev 3.768%, 05/01/2021	A+	100,000	2.168%	100,451	07/24/20	08/01/24	0.12%	2.160%		100,000
Yuba Cnty Calif Ctf's Partn - Clean Renew Energy Proj 3.750%, 1	A+	250,000	5.000%	253,328	08/03/20	08/01/25	0.32%	2.340%		256,755
	A+	225,000	3.768%	234,311	12/13/18	05/01/22	0.28%	1.680%		229,500
	AA	225,000	3.750%	239,699	12/13/18	12/01/22	0.28%	1.910%		228,938
	Subtotal	\$7,170,000		\$7,656,864			9.43%	1.563%		\$7,670,805
<b>Certificates of Deposit</b>										
Allegiance BK Houston, TX		\$ 250,000	2.200%	\$ 260,400	10/26/17	11/03/22	0.31%	0.120%		\$ 250,000
Ally Bk Midvale Utah - Death Put		250,000	2.500%	259,588	05/28/19	06/06/22	0.31%	0.080%		250,000
American Express Centurion Salt Lake City, UT		72,000	3.593%	74,863	09/11/17	09/06/22	0.09%	0.230%		72,252
American Express Centurion Salt Lake City, UT		177,000	3.599%	184,091	09/08/17	09/12/22	0.22%	0.240%		177,000
BMO Harris Bank 0.55% 7/29/2024		250,000	0.550%	245,500	07/28/20	07/29/24	0.31%	1.000%	10/29/20	250,000
BMO Harris Bank 0.3% 8/28/2023		250,000	3.000%	245,645	08/12/20	08/28/23	0.31%	0.930%		250,000
BMW BK N Amer Salt Lake City, UT		250,000	1.800%	258,883	12/17/19	12/20/22	0.31%	0.130%		250,000
Capital One Bank (Usa) Nat 2.650%, 05/30/2024		250,000	2.650%	271,533	09/15/20	05/30/24	0.33%	0.230%		269,721
Capital One NA Mclean, VA		74,000	3.389%	77,075	09/19/17	09/27/22	0.09%	0.110%		74,000
Celtic Bank Salt Lake City, UT		49,000	1.750%	49,126	12/27/17	12/24/20	0.06%	-0.130%		48,503
Citibank NA Sioux Falls SD		250,000	3.550%	275,580	12/10/19	11/24/23	0.33%	0.190%		265,225
Comenity Capital Bk Draper UT		250,000	2.700%	272,203	04/27/20	06/14/24	0.33%	0.230%		266,420
Discover BK Greenwood		250,000	3.000%	250,063	10/30/18	11/02/20	0.31%	-8.910%		250,000
Enerbank USA Salt Lake City UT		225,000	1.100%	232,875	04/17/20	03/13/25	0.27%	0.290%		222,806
First National Bank Albany TX 0.2% 7/25/22		200,000	0.200%	200,304	07/07/20	07/25/22	0.25%	0.110%		200,000
Flagstar Bk Fsb Troy Mich - 1.25% 04/30/25		250,000	1.250%	260,550	05/12/20	04/30/25	0.31%	0.310%		253,122
Goldman Sachs Bk Usa - 3.3%, 8/21/2024		250,000	3.300%	273,308	08/12/20	01/31/24	0.34%	0.410%		274,881
Goldman Sachs Bk Usa - 2.45%, 08/16/24		225,000	2.450%	243,722	09/29/20	08/16/24	0.30%	0.240%		241,790
Magnolia Bk Inc KY - .40%, 04/30/2025		300,000	0.400%	300,519	10/14/20	04/30/25	0.37%	0.360%		300,000
Merrick Bank, South Jordan, UT		223,000	3.182%	227,099	10/03/17	10/12/21	0.27%	0.040%		223,000
MID MO Bk Springfield MO		250,000	0.900%	256,598	04/27/20	03/25/25	0.31%	0.300%		250,813
Morgan Stanley Bk N A - 3.4%, 12/06/2022		250,000	3.400%	267,133	09/29/20	12/06/22	0.33%	0.110%		267,061
Morgan Stanley PVT Bank Pur NY - 3.55% 11/24/23		240,000	3.550%	264,557	05/29/20	11/24/23	0.32%	0.190%		262,511
New York Community Bank - 0.150%, 11/09/2022		250,000	0.150%	250,075	10/27/20	11/09/22	0.31%	0.140%		250,000
Sallie Mae Bk Slk Lake City Ut		250,000	2.500%	259,380	05/20/19	05/23/22	0.31%	0.080%		250,000
State Bk India New York N Y - 3.25%, 9/25/2023		250,000	3.250%	270,613	03/10/20	09/25/23	0.33%	0.380%		268,571
Synchrony Bank 3.3% 1/24/2024		250,000	3.300%	273,180	07/28/20	01/24/24	0.34%	0.410%		273,563
Synchrony Bank 3.3% 2/28/2024		255,000	3.300%	279,322	07/07/20	02/28/24	0.34%	0.180%		279,842
Synchrony Bank - 3.2%, 5/18/2023		250,000	3.200%	269,305	03/04/20	05/18/23	0.33%	0.150%		266,576
Texas Exchange Bank SSB 1.9%, 02/02/2024		250,000	0.700%	250,170	05/26/20	06/07/24	0.31%	0.440%	09/08/20	250,000
Texas Exchange BK Crowley 0.45%, 08/21/2024		250,000	45.000%	250,055	08/12/20	08/21/24	0.31%	0.680%	11/21/20	250,000
UBS BK USA Salt Lake City, UT		250,000	3.050%	250,210	10/30/18	11/09/20	0.31%	-2.540%		250,000
	Total	\$7,290,000		\$7,603,520			9.23%	-0.102%		\$7,507,657
	<b>Grand Total</b>			<b>\$ 81,580,467</b>				<b>0.684%</b>		<b>\$ 81,367,945</b>

(1) Portfolio details are based on available third-party statements as of 10/31/20

**Alameda Municipal Power  
Supplemental Schedule  
Sources of Investments & Investment Portfolio  
October 31, 2020**

**SOURCES FOR INVESTMENTS**

	<u>Account</u>	
<b><u>Operating Funds</u></b>		\$17,100,193
<b><u>Liabilities</u></b>		
Balancing Account	10 3401	26,329,878
Clean Future Fund	10 3147	100,439
Donations to Alameda United School District	10 3151	4,079
<b><u>Reserves For Special Purposes</u></b>		
Insurance Reserve Special Fund	10 2107	1,200,000
Underground Fund Carryforward 09/30/2020	10 2111	\$ 12,482,806
Fiscal Year (FY) 2021 - October, 2020 Undergrounding Funding	10 2111	104,583
Underground Special Fund Used in October, 2020 - FY 2021	10 2111	(10,600)
Net - Underground Fund Available (Deficiency)		12,576,790
Renewable Energy Credits Net Revenue Reserve	10 2113	19,653,156
Cap & Trade Net Revenue Reserve	10 2114	2,697,162
Low Carbon Fuel Standards Revenue Reserve	10 2115	1,706,249
Total Sources For Investments		\$81,367,945





FINANCIAL IMPACT

The total cost of work completed by NHVSI was \$326,095, including the one change order. AMP has approved and paid one invoice submitted by NHVSI in the amount of \$309,790. The 5 percent retainage in the amount of \$16,305 will be paid to the contractor after the Board has accepted the project. The project was completed within the Board approved budget.

LINKS TO AMP STRATEGIC PLAN

None.

EXHIBIT

A. Contractor Agreement (CS 04-19-02)

**Contract CS 04-19-02**

This public works contract ("Contract") is entered into by and between Alameda Municipal Power ("AMP"), a department of the City of Alameda ("City"), acting by and through the City's Public Utilities Board ("PUB"), and National High Voltage Services Inc. ("Contractor"), for work on the Cartwright Substation 115-kV SF6 Breaker Replacement Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid to perform the Work to construct the Project. On December 16, 2019, AMP authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
  - 2.1 Notice Inviting Bids;
  - 2.2 Instructions to Bidders;
  - 2.3 Addenda, if any;
  - 2.4 Bid submittal and attachments thereto;
  - 2.5 Contract;
  - 2.6 Payment and Performance Bonds;
  - 2.7 General Conditions;
  - 2.8 Special Conditions;
  - 2.9 Project Plans and Specifications;
  - 2.10 Change Orders, if any;
  - 2.11 Notice of Intent to Award;
  - 2.12 Notice to Proceed; and
  - 2.13 The following: No other documents
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, AMP will pay Contractor \$319,000.00 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, with a 15 percent contingency in the amount of \$47,850.00 for a total not to exceed of \$366,850.00 in accordance with the payment provisions in Article 8 of the General Conditions. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by AMP.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within 60 calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, AMP will assess liquidated damages for each day of unexcused delay in completion, in the amount specified in Section 5,

Time for Completion, of the Notice Inviting Bids. The liquidated damages may be deducted from AMP's payments due or to become due to Contractor under this Contract.

**7. Labor Code Compliance.**

**7.1 General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

**7.2 Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

**7.3 DIR Registration.** AMP may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

**8. Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

**9. Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract. No officer, official, employee, or other representative of AMP or City may have or acquire any financial interest in the Contract at any time during their tenure with AMP or City and for one year thereafter.

**10. Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of AMP and are not entitled to participate in any health, retirement, or any other employee benefits from AMP.

**11. Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second business day after deposit for delivery. Notice for each party must be given as follows:

**AMP:**

Name: Alameda Municipal Power  
Address: 2000 Grand Street  
City/State/Zip: Alameda, CA 94501  
Phone: (510) 748-3986  
Attn: Tito Nagrampa – Senior Electrical Engineer  
Email: [Nagrampa@alamedamp.com](mailto:Nagrampa@alamedamp.com)  
Copy to: [Hernandez@alamedamp.com](mailto:Hernandez@alamedamp.com)

**Contractor:**

Name: National High Voltage Services Inc.  
Address: 201 Harris Ave, Suite 13  
City/State/Zip: Sacramento, CA 95838  
Phone: 916-531-5561  
Attn: Chris Lagerstrom – Vice President, Secretary/Treasurer  
Email: chris@nhvsinc.com

**12. General Provisions.**

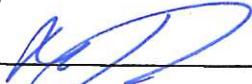
- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without AMP's written consent. This Contract is binding on Contractor's and AMP's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court for Alameda County, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Alameda County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between AMP and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. The Contract must be signed by the Contractor's authorized representative and in conformance with the following requirements for business entities.
- (A) *Signatures for Corporations.* Signatures for corporations must comply with one of the following three methods:
- (1) *Method One: Two Officers.* Pursuant to Corporations Code §§ 313 and 5314, two officers must sign, one from Group 1 and one from Group 2 as follows:
    - (a) Group 1: Chairman of the Board, President, any Vice President.
    - (b) Group 2: Secretary or any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer.

- (2) *Method Two: Certified Board Authorization.* Pursuant to Corporations Code §§ 314 and 5215, provide a copy of the corporation's bylaws, board meeting minutes, or board resolution, certified by the corporation's Secretary or Assistant Secretary, authorizing the person signing to execute documents of this type and amount on behalf of the corporation.
  - (3) *Method Three: Notarized Officer Signature.* Pursuant to Civil Code § 1190, provide the notarized signature of the corporation's president, vice president, secretary, or assistant secretary, accompanied by a notary acknowledgement in compliance with Civil Code § 1189.
- (B) *Signatures for Partnerships.* The person signing must be a general partner or must be authorized in writing to sign for and bind the partnership.
  - (C) *Signatures for Limited Liability Companies.* Provide the portion of the operating agreement that authorizes the person signing to execute documents of this type; or, if there is no operating agreement, provide articles of organization for review by the City Attorney's office.

*[Signatures are on the following page.]*

The parties agree to this Contract as witnessed by the signatures below:

AMP:

s/ 

Nicolas Procos – General Manager

Date: 2/6/2020

Approved as to form:

s/ 

Alan M. Cohen – Assistant City Attorney

Date: 1/2/20

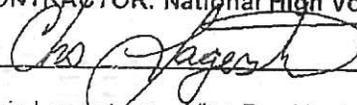
Attest:

s/ 

Andre Basler – AGM Engineering & Operations

Date: 02/04/2020

**CONTRACTOR: National High Voltage Services Inc.**

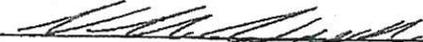
s/ 

Seal:

Chris Lagerstrom – Vice President, Secretary/Treasurer

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

Second Signature (See Section 12.8):

s/ 

William Woodard - President

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

DIR Registration 1000028059 expiration 6/30/22  
Contractor's License Number 10056 A, C-10 expiration 7/31/21

END OF CONTRACT



To: Honorable Public Utilities Board

Submitted by: \_\_\_\_\_

Andre Basler

AGM – Engineering and Operations

From: Gary Spenik  
Utility Project Manager

Approved by: \_\_\_\_\_

Nicolas Procos  
General Manager

Subject: For Information Only, Update on the Otis/Broadway Underground Utility District Project

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### RECOMMENDATION

This report is provided for *information only*; no action is required at this time. The purpose of this report is to provide the Public Utilities Board with an update on the Otis/Broadway Underground Utility District Project.

### BACKGROUND

The attached presentation shows the status and future plans for the Otis/Broadway Underground Utility District Project (UUD 38).

### DISCUSSION

The attached presentation will be presented at the meeting and will be made available on the Alameda Municipal Power (AMP) website.

### FINANCIAL IMPACT

The funds for this activity are budgeted in AMP's account for the UUD Fund.

### LINKS TO STRATEGIC PLAN AND METRICS

Key Area: Customer Experience

Strategy 3: AMP will maximize opportunities to meet customer needs

### EXHIBITS

A. Presentation: "Underground Utility District (UUD) 38 Update"

# Underground Utility District 38 Update

14 Dec 2020

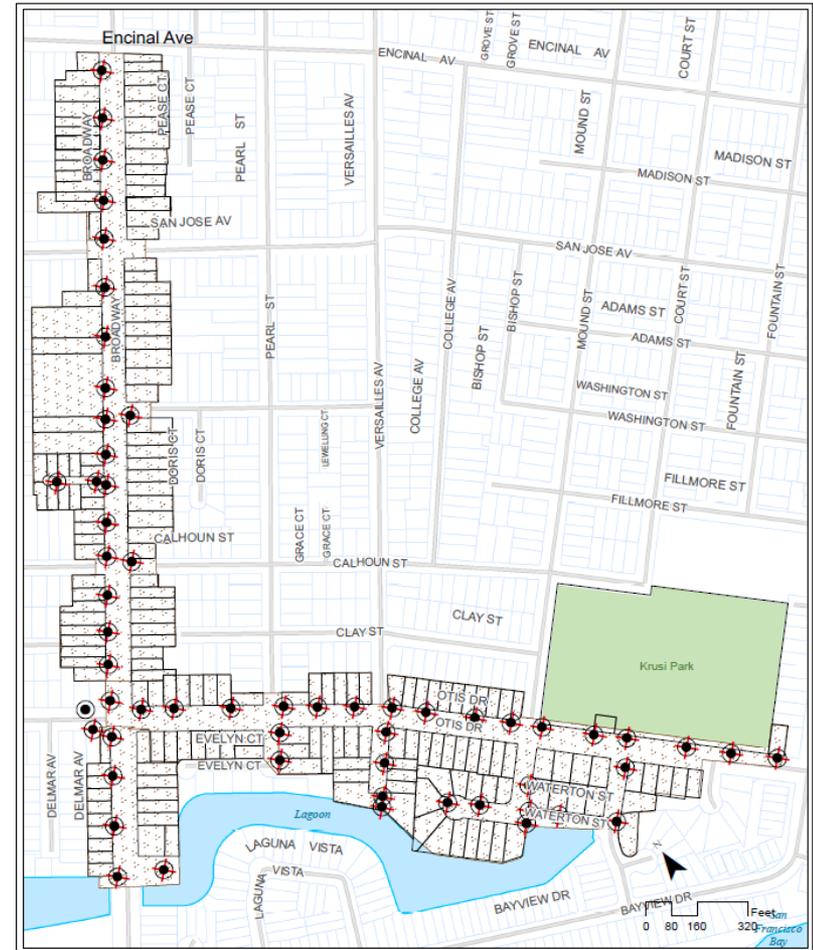
# Agenda

- I. Background
- II. Work In Progress
- III. Next Steps
- IV. Timeline

# Background

## Otis/Broadway Underground Utility District (UUD 38)

- Council approved 2/19/19
  - 205 Parcels; ~1.2 miles
- Project Staffing
  - Project Manager: Gary Spenik
  - Project Engineer: Leonard Montilla
  - Public Works: Laurie Kozisek
  - AT&T
  - Comcast



# Background

- Staff last updated Board on 16 December 2019
  - At that time, staff projected that we could be ready for construction to begin in January 2021
- Projected construction start is now
  - September 2021 for Service Laterals and
  - March 2022 for the Joint Trench
  - Reasons for delays include a halt in progress at the start of the pandemic, delayed tasks and developing a more detailed project plan

# Work in Progress

- Construction Agreement w/ AT&T, COMCAST
  - Expect AT&T, COMCAST comments by mid January
  - Needed before construction can begin
- Service lateral pre-work
  - Install service lateral conduits from electrical panel to back of sidewalk
  - Specifications under review by AT&T, COMCAST
  - Can be started before joint trench construction

# Work in Progress

- Easements – need to obtain easements for pad-mounted equipment on private property
  - 9 transformers (10' X 10') and 1 switch (10' X 25')
  - Staff to begin discussions with property owners for the proposed easements
    - Staff proposed compensating property owners who grant easements
      - Pending legal review
  - Needed before final Joint Trench Design

# Work in Progress

- Easements – easements for pad-mounted equipment must be obtained
- Subsurface equipment discouraged
  - Uncertain applicability with sea level rise
  - Installation of subsurface equipment is not consistent with current AMP standards
  - Significantly higher material and installation costs, added safety hazards, decreased reliability, and higher maintenance and replacement costs

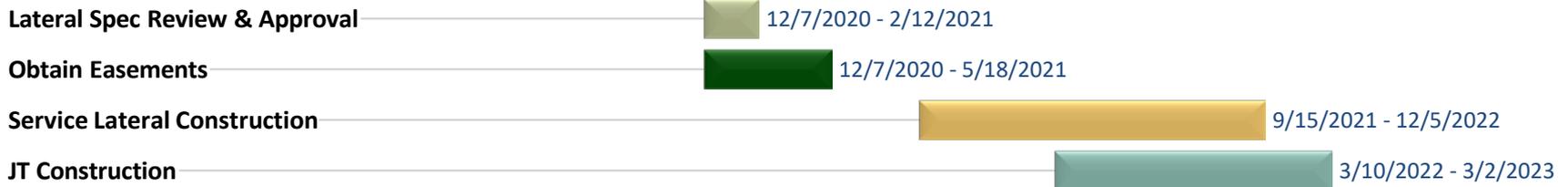
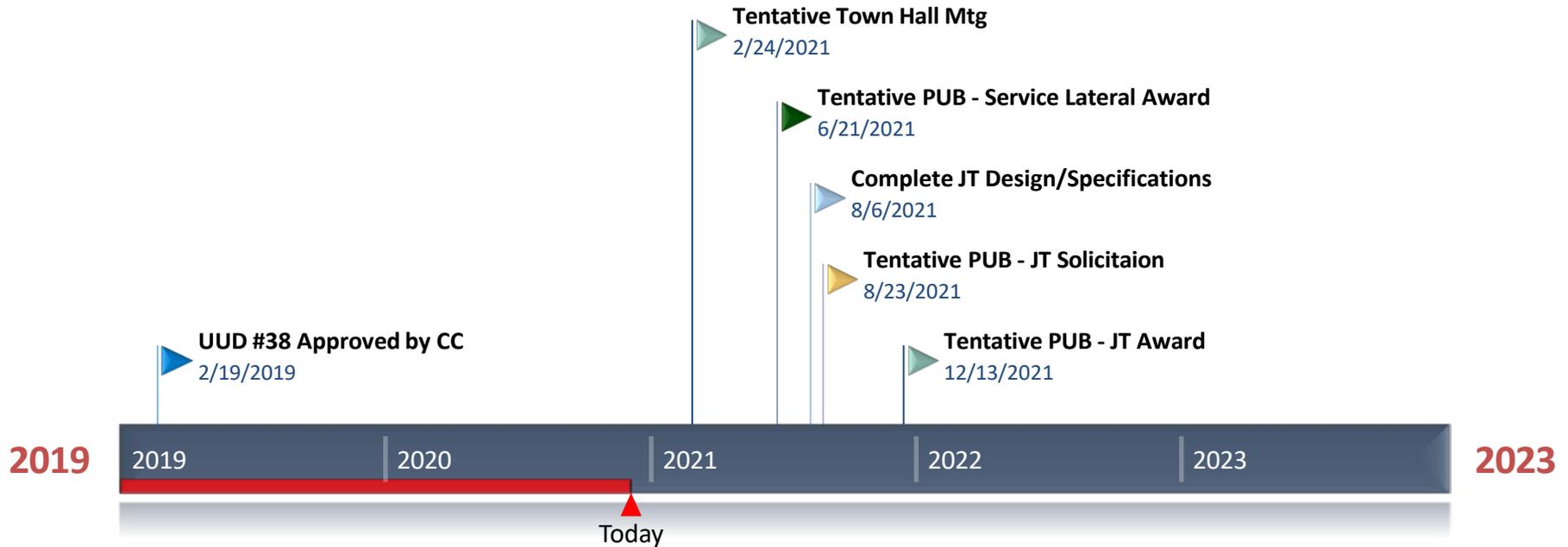
# Work in Progress

- Joint Trench
  - Preliminary Design to be completed February 2021 and submitted to Public Works, AT&T, Comcast for review and approval
  - Final Design to be completed by August 2021 if easements can be obtained

# Next Steps

- Tentative Public Utilities Board Dates:
  - 6/21/21 – seek approval of service lateral contract award
  - 12/13/21 – seek approval of joint trench contract
- Town hall meeting for those within the underground district 2/24/21 (tentative)
- Staff to begin public outreach in preparation for recommending adoption of Webster Crossings UUD

# Timeline







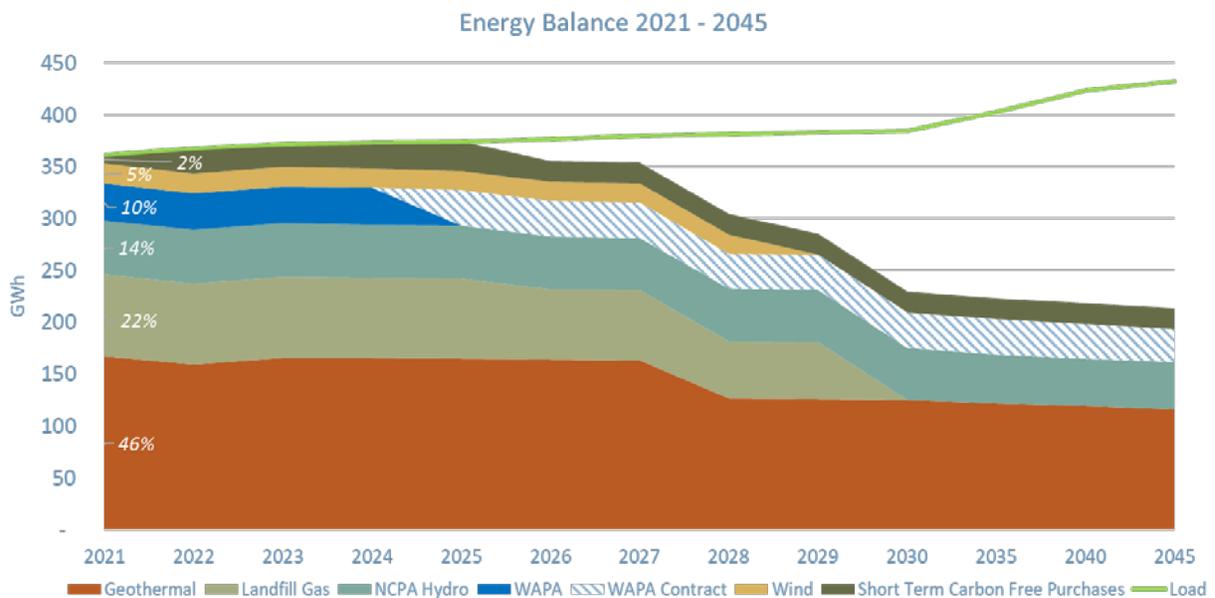
2021 through 2045, several existing resource contracts are set to expire in the next 10 years. Of AMP’s existing resources over this timeframe, the WAPA contract is the first to expire.

In addition to the energy component of the BR contract, participation in the CVP involves certain payments not directly related to hydropower generation. Congress enacted the Central Valley Project Improvement Act (CVPIA) to mandate management changes for the protection, restoration, and enhancement of fish and wildlife. To pay for these efforts, the CVPIA established the Restoration Fund (RF) which is funded by the water and power customers of CVP. The CVPIA costs are a key element of the WAPA contract because they comprise approximately a quarter of the total resource costs. These costs will be discussed in the Risk Assessment section.

**DISCUSSION**

As a part of AMP’s Integrated Resource Planning (IRP), approved in October 2020, AMP analyzed and identified a need for long-term resources. With regards to the WAPA contract, AMP staff analyzed the renewal of the BR resource without specifically analyzing resource alternatives, which was done extensively during the IRP process. This approach is due to AMP’s historic engagement with the WAPA resource, its unique customer programs, and the importance of WAPA as a public power resource. Each of these elements will be discussed in this section, along with a risk assessment of the BR contract moving forward.

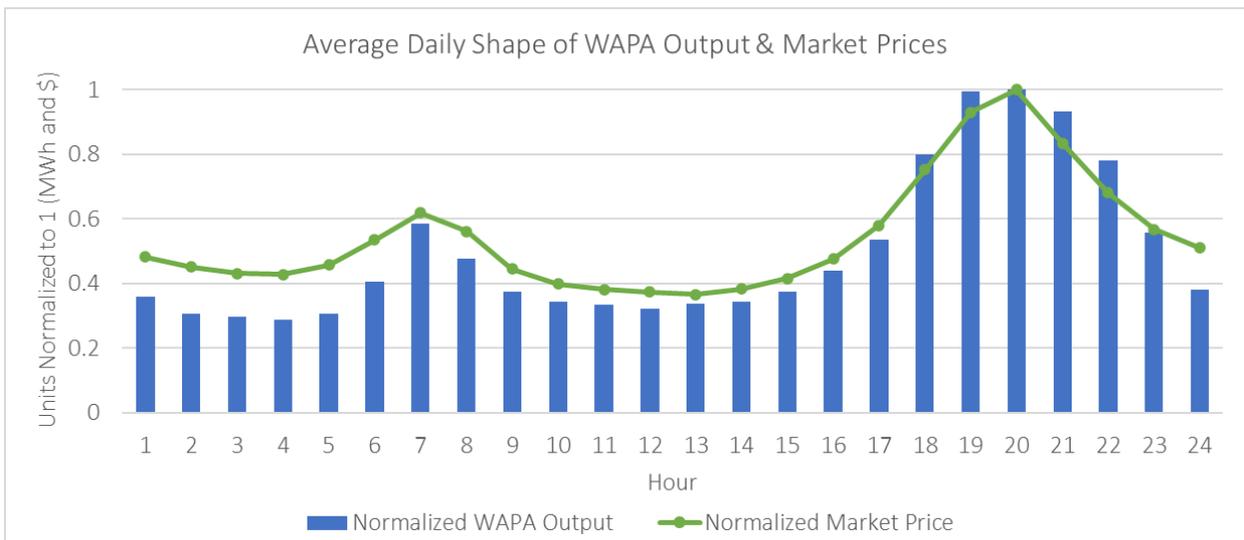
Figure 1 illustrates the forecasted energy from the renewal of the BR contract beginning in 2025 providing approximately 10 percent of AMP’s energy requirements and decreases as AMP’s load is expected to grow. While the resource need increases due to the expiration of other contracts, AMP sees the BR contract as a key long-term and low-cost asset to meet a significant portion of our overall resource need beyond 2025.



**Figure 1: Load Balance**

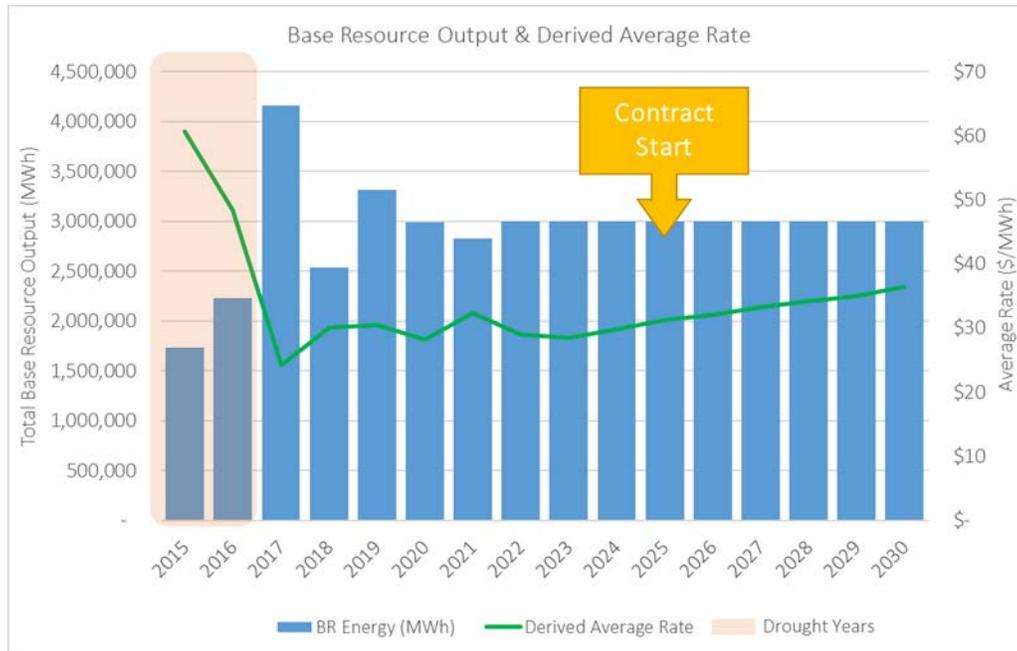
*BR Performance and Value*

Figure 2 shows the shape of the average daily generation profile for WAPA compared to the average daily market price curve. The figures illustrate the flexible capabilities of the BR because of optimization performed by WAPA and Northern California Power Agency (NCPA) staff to mimic the typical daily load shape and enhance its economic value. The CVP serves both water and power customers, meaning there are certain restrictions on its operations designed to meet the needs of water customers and which are allowable under CVPIA and other environmental regulations. WAPA enhances the economic value of the BR by operating flexibly within these restrictions and matching certain market conditions, illustrated in Figure 2.



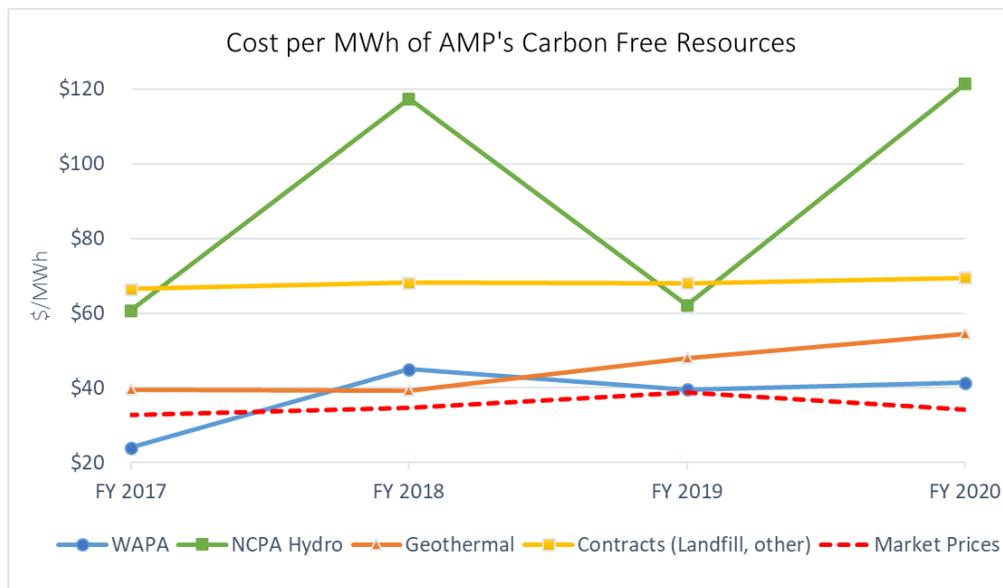
**Figure 2: Average Daily Generation, Normalized**

Figure 3 illustrates the historic and forecasted costs of the BR, as well as the annual BR energy delivered to AMP by fiscal year (FY). The forecasted energy and costs under the BR are approximately 30,000 MWh per year and range from \$32 to \$39 per MWh, making it one of AMP’s lowest cost contracts. These prices and outputs are dependent on hydrological conditions which fluctuate each year. In FY 2014 and 2015, WAPA prices and output were affected by the consecutive dry years during the California drought.



**Figure 2: WAPA's BR Energy & Average Rates**

Comparing the BR contract against AMP's other resources, Figure 4 plots the difference in cost per MWh of each resource over the last four fiscal years. The WAPA resource, as illustrated, is historically one of the lowest cost resources in AMP's resource mix, ranging from \$24 to \$45 per MWh, and slightly higher than the average market price in the last three fiscal years. The value of the resource is further improved by its performance in the energy markets, as a result of WAPA's successful marketing efforts and NCPA's ability to optimize the resource among the pool members, which are not captured in Figure 4.



**Figure 4: Average Cost of AMP's Resources**

In addition to the allocation optimization, the value of the BR is enhanced by a number of programs employed by WAPA that utilize the dispatchability of the resource, the number and location of BR customers, and the market products offered by the California Independent System Operator (CAISO) for ancillary services.

Overall, the WAPA resource offers its benefits from a longstanding delivery of carbon-neutral energy and a combination of well-managed operational programs that boost its value.

#### *NCPA Engagement with WAPA*

AMP and NCPA staff actively engage in the WAPA stakeholder process, which include quarterly to semi-annual customer meetings and special meetings related to specific WAPA programs and issues. NCPA also holds monthly meetings to actively engage with BR customers within the NCPA membership to keep them informed on WAPA-related issues such as federal & state policies, customer programs, and budget and performance statistics of the BR. NCPA employs subject matter experts who deal exclusively with the Western resource.

NCPA members collectively received a 42-percentage point share of the BR in the 2025 contracts, which provides AMP the benefit of a larger voice in the stakeholder engagement process. NCPA successfully negotiated several key contract provisions that will be covered in the next section.

#### *Key Contract Provisions*

The contract terms are similar to provisions in the existing 2005 Base Resource contracts, with some notable improvements. WAPA's contract overview is attached, and key provisions are listed below:

- Termination Allowed at least every Five Years:
  - Section 4.2 allows Alameda to reduce its Base Resource percentage or terminate the Contract for any reason through June 30, 2024.
  - Rates are subject to change by WAPA, however, under Section 12.4, even after the date of initial service, if Alameda receives notice of a new rate schedule or rate schedule extension, Alameda may reduce its Base Resource percentage or terminate subject to proper notice procedures.
  - Rate Schedule is defined under Section 5.29 to include the Rate Effective Date. It also specifies that under 18 CFR 300.1(b)(6), FERC may not approve a rate schedule for a period that exceeds five years. This means that termination is likely authorized at least every five years. Rate extensions sought for a term less than five years provide more frequent termination or reduction options.
- Base Resource Forecasts:
  - Section 6 requires WAPA to provide monthly forecasts, 12-month rolling, and five-year forecasts updated annually.
- Environmental Attributes:

- Section 5 defines environmental attributes as credits, benefits, emissions reductions, offsets, and allowances attributable to base resource and its avoided emissions of pollutants.
- Section 15 requires that WAPA to timely provide evidence (meter data) of any environmental attribute associated with the base resource product.
- Capacity:
  - Section 5 defines Base Resource to include both energy and capacity.

### *Risk Assessment*

The WAPA resource has risks that range from varying hydrological conditions to regulatory risks related to the CVPIA costs and the repayment of the CVP.

As illustrated in Figure 3, the drought years in 2014 and 2015 resulted in lower than average energy output and above average costs per MWh due to WAPA's "take-or-pay" structure. AMP and NCPA track hydrological conditions in their forecasting scenarios. There is enhanced portfolio risk for AMP due to its other hydroelectric resources owned jointly under NCPA. In addition, there are potential wildfire risks that may impact CVP's generating units and other infrastructure; however, WAPA stated that third-party liability does not pass on to CVP base resource customers, and third-party liability is governed by the Federal Tort Claims Act. While this limited liability provision exists there is still the risk of reduced output from the BR as result of these potential events.

The regulatory risks that AMP faces are related to the ongoing regulatory issues related to cost allocation of CVP costs and the Restoration Fund payments. The projects built by the federal government are intended to be repaid through the marketing of the power they produce. These costs are allocated to customers through Cost Allocation studies which determine the costs and benefits for the projects. In addition, the costs necessary to support the Restoration Fund are determined by these studies.

AMP will assess the impacts of these risks on BR costs going forward, and staff may consider the use of the termination clause to reduce or terminate its share of the BR prior to the start of the 2025 contract, or when rate schedules are provided by WAPA throughout the duration of the contract.

### *Summary*

In conclusion, staff believes that currently the benefits from participating in the BR contract outweigh its associated risks. The WAPA resource has proven to be a well-performing long-term, carbon-free resource that serves a significant portion of AMP's resource needs. Additionally, by maintaining the share of the BR, AMP is supporting Western's mission of providing clean, low-cost power to public power entities.

Despite the complex range of issues that arise from owning a share of a resource with such a longstanding history, with multiple federal agencies responsible for its operations and management, and with an extensive list of stakeholders as a multi-purpose project, AMP is confident in its assessment of the risks and mitigating factors. With the support of NCPA and other public power entities, the power customers are well represented by parties who are also interested in cost containment.

AMP is also insulated from the cost risks given the ability to reduce or terminate its share of the BR contract at least once every five years after the contract begins or prior to June 30, 2024.

### FINANCIAL IMPACT

The WAPA BR contract is “take-or-pay”, meaning that AMP’s financial obligation for BR is its allocation share multiplied by the Power Revenue Requirement (PRR), regardless of the energy output that AMP receives due to hydrological conditions. From FY 2025 to 2030, the forecasted price per MWh for BR ranges between \$33 and \$39, and the expected total gross cost per FY ranges from \$1.2 to \$1.4 million.

### LINKS TO KEY RESULT AREAS AND GOALS

2020 Strategy Plan:

Strategy 2: AMP will deliver and maintain 100% carbon-neutral energy resources by 2020 and beyond

### EXHIBIT

- A. WAPA 2025 Base Resource Contract
- B. Presentation



**Department of Energy**  
Western Area Power Administration  
Sierra Nevada Region  
114 Parkshore Drive  
Folsom, CA 95630-4710

Sent via E-Mail

Mr. Nicolas Procos  
General Manager  
City of Alameda  
2000 Grand Street  
Alameda, CA 94501-1228

Dear Mr. Procos:

The City of Avenal (Alameda) and the Western Area Power Administration (WAPA) are parties to the Base Resource Contract. Under the Contract, WAPA provides Alameda a percentage of the Base Resource. This Contract is scheduled to terminate at midnight on December 31, 2024.

WAPA published its 2025 Power Marketing Plan (Marketing Plan) in the Federal Register (82 FR 38675) on August 15, 2017. The Marketing Plan provides existing customers with 98 percent of their current Base Resource allocation beginning January 1, 2025.

Enclosed is an electronic version of Contract 20-SNR-02359 (Base Resource Contract) between Alameda and WAPA. The Base Resource Contract provides Alameda's percentage of the Base Resource and the terms and conditions for WAPA to provide the Base Resource to Alameda January 1, 2025 through December 31, 2024.

If the terms and conditions of the Base Resource Contract are acceptable, please have the appropriate official sign the Base Resource Contract, have the signature attested, and return to Mr. Joshua Blake, mail code N6205, to the address above or [jblake@wapa.gov](mailto:jblake@wapa.gov) by **March 16, 2021**. Once we have countersigned the Base Resource Contract, we will return an executed version for your files. If you have any questions regarding the above, please contact Ms. Sandee Peebles at (916) 353-4454.

Sincerely,

Arun K. Sethi

Digitally signed by Arun K.  
Sethi  
Date: 2020.09.10  
10:52:51 -07'00'

Arun K. Sethi  
Vice President of Power Marketing for  
Sierra Nevada Region

Enclosure

**WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS**

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\*Legal Citation Revised September 1, 2007

WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS

**I. APPLICABILITY.**

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

**II. DELIVERY OF SERVICE PROVISIONS.**

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or

discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

### III. RATES, BILLING, AND PAYMENT PROVISIONS.

#### 11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

#### 12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

#### 13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States

Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that

the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

#### IV. POWER SALES PROVISIONS.

##### 17. Resale of Firm Electric Service (Wholesale Sales for Resale).

The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

##### 18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

##### 19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

#### V. FACILITIES PROVISIONS.

##### 20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed,

prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission

system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

**VI. OTHER PROVISIONS.**

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing

and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Equal Opportunity Employment Practices.

Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION  
  
CONTRACT FOR ELECTRIC SERVICE  
BASE RESOURCE  
WITH  
  
ALAMEDA MUNICIPAL POWER

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

CONTRACT FOR ELECTRIC SERVICE  
BASE RESOURCE  
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ALAMEDA MUNICIPAL POWER

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UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

CONTRACT FOR ELECTRIC SERVICE  
BASE RESOURCE  
WITH

ALAMEDA MUNICIPAL POWER

1. **PREAMBLE:** This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_, pursuant to the Acts of Congress approved June 17, 1902, (32 Stat. 388); August 26, 1937, (50 Stat. 844); August 4, 1939, (53 Stat. 1187); and August 4, 1977, (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA (United States), acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, or a duly appointed successor, hereinafter called the Contracting Officer; and ALAMEDA MUNICIPAL POWER, a municipal corporation, hereinafter called the Contractor or Alameda, its successors and assigns; each sometimes hereinafter individually called the Party, and both sometimes hereinafter collectively called the Parties.

2. **EXPLANATORY RECITALS:**

2.1 WAPA markets the surplus generation from, and operates a high-voltage transmission system as a part of, the Central Valley Project (CVP).

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1 2.2 WAPA and the U.S. Department of the Interior, Bureau of Reclamation  
2 (Reclamation), have agreed to work together to efficiently serve Project Use and  
3 Preference Customer loads.

4  
5 2.3 On August 15, 2017, WAPA's final 2025 Power Marketing Plan (Marketing  
6 Plan) was published in the Federal Register (82 FR 38675). The Marketing Plan  
7 sets forth how WAPA's Sierra Nevada Region will market the power generated  
8 from the CVP and Washoe Project.

9  
10 2.4 The Marketing Plan provides that starting on January 1, 2025, WAPA will  
11 provide 98 percent of available CVP power to its existing Customers. Existing  
12 Customers will have the right to extend 98 percent of their current Base  
13 Resource percentage as provided in the Marketing Plan and under the terms and  
14 conditions of this Contract.

15  
16 2.5 Alameda desires to purchase and WAPA is willing to provide a percentage  
17 of the Base Resource consistent with the Marketing Plan and the terms and  
18 conditions of this Contract.

19  
20 2.6 Under the Marketing Plan, WAPA requires that its Customers schedule  
21 power in accordance with applicable operating requirements, including those of  
22 the balancing authority area operator and WAPA's sub-balancing authority area  
23 requirements.

24  
25 2.7 WAPA markets power to Federal Preference Customers at the lowest  
26 possible rates consistent with sound business principles pursuant to Section 1.1  
27 of Delegation Order 00-037.00B.

28 ///

1 3. **AGREEMENT:**

2 The Parties agree to the terms and conditions set forth herein.  
3

4 4. **EFFECTIVE DATE AND TERM OF CONTRACT:**

5 4.1 This Contract shall become effective on the date of execution and shall  
6 remain in effect until midnight of December 31, 2054, subject to prior termination  
7 as otherwise provided for herein.  
8

9 4.2 Alameda may reduce its Base Resource percentage or terminate this  
10 Contract for any reason through June 30, 2024.  
11

12 4.3 The date of initial service under this Contract is January 1, 2025.  
13

14 5. **DEFINITION OF TERMS:**

15 As used herein, the following terms whether singular or plural, or used with or without  
16 initial capitalization, shall have the following meanings:

17 5.1 "Ancillary Services" means those services that are necessary to support  
18 the transmission of capacity and energy from resources to loads while  
19 maintaining reliable operation of the transmission system in accordance with  
20 Good Utility Practice.  
21

22 5.2 "BANC" means the Balancing Authority of Northern California or its  
23 successor.  
24

25 5.3 "Base Resource" means CVP and Washoe Project power (capacity and  
26 energy) output determined by WAPA to be available for Customers, including the  
27 Environmental Attributes, only after meeting the requirements of Project Use and  
28

///

1 First Preference Customers, and any adjustments for maintenance, reserves,  
2 system losses, and certain ancillary services.

3  
4 5.4 “Base Resource Operating Capability” means that portion of the Maximum  
5 Operating Capability that WAPA determines to be available to Customers in any  
6 hour.

7  
8 5.5 “CAISO” means the California Independent System Operator or its  
9 successor.

10  
11 5.6 “Capacity” means the electrical capability of a generator, transformer,  
12 transmission circuit or other equipment.

13  
14 5.7 “Central Valley Project (CVP)” means the multipurpose Federal water  
15 development project extending from the Cascade Range in northern California to  
16 the plains along the Kern River, south of the City of Bakersfield.

17  
18 5.8 “Custom Product” means a combination of products and services which  
19 may be made available by WAPA per Customer request.

20  
21 5.9 “Customer” means an entity with a contract and receiving electric service  
22 from WAPA’s Sierra Nevada Region.

23  
24 5.10 “Energy” means capacity measured in terms of the work it is capable of  
25 doing over a period of time; electric energy is usually measured in kilowatthours  
26 or megawatthours.

27 ///

28 ///

1 5.11 “Environmental Attributes” means any and all credits, benefits, emissions  
2 reductions, offsets, and allowances, howsoever entitled, attributable to the Base  
3 Resource, and its avoided emission of pollutants.

4  
5 5.12 “FERC” means the Federal Energy Regulatory Commission or its  
6 successor.

7  
8 5.13 “First Preference Customer” means a Preference Customer within a  
9 county of origin (Trinity, Calaveras, and Tuolumne) as specified under the Trinity  
10 River Division Act (69 Stat. 719) and the New Melones Project provisions of the  
11 Flood Control Act of 1962 (76 Stat. 1173, 1191-1192).

12  
13 5.14 “Full Load Service Customer” means a Customer that will have its entire  
14 load at its delivery point(s) met by WAPA, and its Portfolio Manager functions for  
15 those delivery point(s) performed by WAPA.

16  
17 5.15 “Marketing Plan” means WAPA’s final 2025 Power Marketing Plan for the  
18 Sierra Nevada Region.

19  
20 5.16 “Maximum Operating Capability” means the maximum electrical capability  
21 from CVP generation available to produce energy, capacity and/or provide  
22 ancillary services in any one or more hours.

23  
24 5.17 “Minimum Base Resource” means the amount of Base Resource energy  
25 generated each hour as a result of CVP minimum water releases.

26  
27 5.18 “NERC” means the North American Electric Reliability Corporation or its  
28 successor.

1 5.19 "Operating Reserves" means the combination of spinning and non-  
2 spinning reserves required to meet WECC, NERC, and operating requirements,  
3 including those of the balancing authority area or WAPA's sub-balancing  
4 authority area.

5  
6 5.20 "Portfolio Manager" means an entity responsible for determining balanced  
7 hourly load and resource schedules for a Customer.

8  
9 5.21 "Power" means capacity and energy.

10  
11 5.22 "Preference" means the requirements of Reclamation Law that provide for  
12 preference in the sale of Federal power be given to certain entities, such as  
13 governments (state, Federal and Native American), municipalities and other  
14 public corporations or agencies, and cooperatives and other nonprofit  
15 organizations financed in whole or in part by loans made pursuant to the Rural  
16 Electrification Act of 1936 (See, e.g., Reclamation Project Act of 1939,  
17 Section 9(c), 43 USC 485h(c)).

18  
19 5.23 "Primary Marketing Area" means the area generally encompassing  
20 northern and central California, extending from the Cascade Range to the  
21 Tehachapi Mountains and west-central Nevada.

22  
23 5.24 "Project Use" means power as defined by Reclamation Law and/or used to  
24 operate CVP and Washoe Project facilities.

25  
26 5.25 "Rate" means the monetary charge or the formula for computing such a  
27 charge for any electric service provided by WAPA, including but not limited to  
28 charges for capacity (or demand), energy, or transmission service; however, it

1 does not include leasing fees, service facility charges, or other types of facility  
2 use charges. A Rate will be set forth in a Rate Schedule or in a contract.

3  
4 5.26 "Rate Adjustment" means a change in an existing Rate or Rates, or the  
5 establishment of a Rate or Rates for a new service. It does not include a change  
6 in Rate Schedule provisions or in contract terms, other than changes in the price  
7 per unit of service, nor does it include changes in the monetary charge pursuant  
8 to a formula stated in a Rate Schedule or a contract.

9  
10 5.27 "Rate Adjustment Procedures" means those procedures for Rate  
11 Adjustments developed by WAPA, Department of Energy (DOE) or FERC which  
12 include DOE Order 00-037.00B, DOE Order RA 6120-2, 10 CFR 903, and  
13 18 CFR 300, as may be amended.

14  
15 5.28 "Rate Effective Date" means the first date of the billing period to which a  
16 Rate Schedule or Rate Schedule extension applies. WAPA will provide notice to  
17 the Customers of the Rate Effective Date.

18  
19 5.29 "Rate Schedule" means a document identified such as a "Rate Schedule,"  
20 "Schedule of Rates," or "Schedule Rate" which designates the Rate or Rates  
21 applicable to a class of service specified therein and may contain other terms  
22 and conditions relating to the service. On the effective date of this Contract,  
23 18 CFR 300.1(b)(6) provides FERC may not approve a WAPA Rate Schedule for  
24 a period that exceeds five (5) years. The Rate Schedule shall include the Rate  
25 Effective Date and the effective period of the Rate Schedule.

26 ///

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1 5.30 “Regional Transmission Organization (RTO)” means an organization that  
2 meets the minimum characteristics and performs the minimum functions  
3 specified in FERC Order 2000, as that order may be amended or superseded.  
4

5 5.31 “Regulation” means the service provided by generating units equipped  
6 and operating with automatic generation control which will enable such units to  
7 respond to direct control signals in an upward or downward direction to match, on  
8 a real time basis, demand and resources, consistent with WECC, NERC, and the  
9 balancing authority area operator’s criteria.  
10

11 5.32 “Scheduling Coordinator” means an entity that is responsible for providing  
12 hourly load and resource schedules to the balancing authority area operator or  
13 WAPA’s sub-balancing authority area, in accordance with a FERC-approved tariff  
14 or WAPA’s procedures and practices.  
15

16 5.33 “Variable Resource Customer” means a Customer that is responsible for  
17 managing its own energy portfolio.  
18

19 5.34 “Washoe Project” means the Federal water project located in the  
20 Lahontan Basin in west-central Nevada and east-central California.  
21

22 5.35 “WECC” means the Western Electricity Coordinating Council or its  
23 successor.  
24

25 6. **BASE RESOURCE ESTIMATES AND AVAILABILITY FORECAST:**

26 6.1 At the beginning of each water year, WAPA will post to WAPA’s external  
27 website a five-year forecast of Base Resource Operating Capability estimated to  
28

///

1 be available, based on high, average, and low hydrological conditions. The  
2 forecast will contain the following information:

3 6.1.1 Maximum Operating Capability of the CVP for each month;

4 6.1.2 Energy required for estimated Project Use loads, First Preference  
5 Customers' loads, and ancillary service requirements.

6  
7 6.2 Each month, WAPA will post to WAPA's external website a monthly Base  
8 Resource forecast of Base Resource Operating Capability and energy estimated  
9 to be available for each month on a rolling twelve-month basis, based on high,  
10 average, and low hydrological conditions. The monthly forecast will contain the  
11 following information:

12 6.2.1 Maximum Operating Capability of the CVP for each month;

13 6.2.2 Energy required for estimated Project Use loads, First Preference  
14 Customers' loads, and ancillary service requirements.

15  
16 6.3 WAPA shall make reasonable efforts, within its control, to ensure the  
17 forecasted Base Resource will be available.

18  
19 7. **ELECTRIC SERVICE FURNISHED BY WAPA:**

20 7.1 Alameda will be entitled to receive a percentage of the Base Resource as  
21 set forth in Exhibit A.

22  
23 7.2 The estimated amount of energy available to Alameda shall be determined  
24 by multiplying its Base Resource percentage by the total amount of Base  
25 Resource energy available during that period.

26  
27 7.3 The minimum amount of energy Alameda will be required to schedule for  
28 each hour shall be determined by multiplying its Base Resource percentage by

1 the Minimum Base Resource, unless otherwise agreed to by WAPA. However, if  
2 Alameda does not have sufficient load to take its percentage of the Minimum  
3 Base Resource, any excess energy shall be made available to WAPA for the  
4 Exchange Program as described later in this Contract under Section 10 and  
5 Exhibit B.

6  
7 7.4 The maximum amount of energy Alameda may schedule in any hour shall  
8 be determined by multiplying its Base Resource percentage by the Base  
9 Resource Operating Capability. However, Alameda may schedule energy in  
10 excess of this maximum, if approved by WAPA, to accommodate purchases or  
11 exchanges from the Exchange Program.

12  
13 7.5 Alameda will be entitled to the benefit of available regulation and operating  
14 reserves from the CVP in proportion to its Base Resource percentage. The  
15 method for calculating regulation and operating reserves is set forth in Exhibit C.

16  
17 7.6 WAPA's obligation to provide Alameda's Base Resource is limited to the  
18 actual CVP generation available on a real-time basis. WAPA shall have no  
19 obligation to replace any Base Resource that is unavailable; for instance, Base  
20 Resource that is unavailable due to scheduled maintenance, system  
21 emergencies, forced outages, or other constraints. Any costs incurred by either  
22 Party as a result of deviations between actual and scheduled Base Resource  
23 energy shall be the responsibility of Alameda. WAPA will notify Alameda as soon  
24 as reasonably practicable of any situation that will impact the availability of the  
25 Base Resource, and will modify schedules accordingly, on a pro-rata basis.

26 ///

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28 ///

1 7.7 Due to the variable nature of the Base Resource, WAPA may provide a  
2 Custom Product upon a Customer's request. Any Custom Product will be the  
3 subject of a separate contractual arrangement.  
4

5 8. **DELIVERY ARRANGEMENTS:**

6 8.1 WAPA will make Alameda's Base Resource available at the generator bus  
7 or such other delivery point(s) on the CVP transmission system as the Parties will  
8 mutually agree, as specified in Exhibit A. WAPA reserves Network Integration  
9 Transmission Service for the delivery of Base Resource on the CVP transmission  
10 system under its Open Access Transmission Tariff (OATT). The rates and terms  
11 of this service shall be in accordance with WAPA's then-current rate schedule  
12 and OATT.  
13

14 8.2 If requested by WAPA, Alameda must provide written notification to WAPA  
15 by July 1, 2024, demonstrating that it has arranged for delivery of its Base  
16 Resource energy to its load. Such notification shall include both transmission  
17 and distribution level arrangements, as applicable. WAPA shall have no  
18 obligation to make Base Resource available to Alameda if delivery arrangements  
19 are not in effect. However, Alameda shall not be relieved of its obligation to pay  
20 its percentage share of the Base Resource during the time in which delivery  
21 arrangements are not in effect.  
22

23 9. **SCHEDULING PROCEDURES, BUSINESS PRACTICES AND PROTOCOLS:**

24 9.1 All energy furnished by WAPA to Alameda will be provided on a scheduled  
25 basis. Alameda agrees to abide by the scheduling procedures, business  
26 practices and protocols of the applicable balancing authority area or WAPA's  
27 sub-balancing authority area, as set forth on WAPA's website. The Parties  
28 recognize that the scheduling procedures, business practices and protocols may

1 require modification from time-to-time to reflect updated operating procedures  
2 that may become applicable to the Parties. In such event, WAPA will make such  
3 changes in accordance with Section 17 of this Contract.

4  
5 9.2 Designation of Scheduling Coordinator (SC): If Alameda is required to  
6 have a Scheduling Coordinator; Alameda shall notify WAPA of its designated  
7 Scheduling Coordinator not less than ninety (90) days prior to the date of initial  
8 service under this Contract. In the event that Alameda's Scheduling Coordinator  
9 arrangement changes, Alameda shall notify WAPA in writing, not less than thirty  
10 (30) days prior to the change, unless a shorter notification period is agreed to by  
11 WAPA.

12  
13 **9.3 If WAPA is Alameda's Portfolio Manager, as set forth in a separate**  
14 **Custom Product Contract, all scheduling activities and responsibilities will**  
15 **be performed by WAPA on behalf of Alameda.** At such time as WAPA is no  
16 longer Alameda's Portfolio Manager, then Alameda will be responsible for  
17 performance of its duties under this Section 9.

18  
19 9.4 WAPA will provide Customers with the opportunity to comment on  
20 WAPA's maintenance and operations plans. WAPA will facilitate Customer  
21 meetings with the Bureau of Reclamation regarding cost and operation planning.

22  
23 9.5 In the event that Alameda does not abide by the protocols, business  
24 practices and procedures and WAPA incurs costs as a result, Alameda is  
25 responsible for and shall pay such costs.

26 ///

27 ///

28 ///

1 10. **EXCHANGE PROGRAM:**

2 10.1 WAPA will establish and manage an Exchange Program to allow all  
3 Customers to fully and efficiently use their Base Resource percentage. The  
4 Exchange Program is a mechanism to:

5 10.1.1 Make available to WAPA, for provision to other Customers, any  
6 Base Resource energy a Customer cannot use on a pre-scheduled basis  
7 due to insufficient load; and

8 10.1.2 Help mitigate the costs incurred by a Customer for the power it is  
9 obligated to pay for, but may not be able to use.

10  
11 10.2 Under the Exchange Program, all Base Resource energy in excess of  
12 Alameda's load will be retained by WAPA and offered by WAPA for sale to other  
13 Customers. Alameda may purchase energy from the Exchange Program. While  
14 WAPA's retention of excess Base Resource is mandatory, purchasing from the  
15 Exchange Program is voluntary.

16  
17 10.3 The Exchange Program procedures are set forth in Exhibit B. WAPA may  
18 change the program and procedures of the Exchange Program in accordance  
19 with Section 17 of this Contract.

20  
21 10.4 WAPA will also offer a seasonal Exchange Program. Under the seasonal  
22 Exchange Program, Alameda may elect to make available to WAPA that portion  
23 of its Base Resource percentage that it is unable to use due to insufficient load.  
24 Alameda, through WAPA, will be able to exchange its unusable Base Resource  
25 percentage with other Customers. Any Customer may submit a request to  
26 WAPA to exchange or purchase energy through the seasonal Exchange  
27 Program. Details of a seasonal exchange will be developed with the Customer  
28 upon request by that Customer.

1 10.5 Exchanges of the Base Resource between Alameda and others outside of  
2 the WAPA-managed Exchange Programs, or other WAPA-managed programs,  
3 are prohibited.  
4

5 **11. INDEPENDENT SYSTEM OPERATOR OR REGIONAL TRANSMISSION**

6 **ORGANIZATION:**

7 11.1 WAPA is a sub-balancing authority area within BANC. WAPA operates in  
8 conformance with its sub-balancing authority area and BANC's balancing  
9 authority area protocols, business practices and procedures. In the event of  
10 changes to any protocols, business practices and procedures, WAPA may make  
11 any changes necessary to this Contract to conform to the operating and  
12 scheduling protocols, business practices and procedures in accordance with  
13 Section 17 of this Contract.  
14

15 11.2 The Parties understand that, in the future, WAPA may also change its  
16 operating configuration such as by: (1) joining an independent system operator or  
17 RTO or (2) participating in future markets such as energy imbalance markets; or  
18 (3) making system configurations to meet future operating requirements. In such  
19 an event, if WAPA is required to conform to the protocols, business practices or  
20 procedures, WAPA shall make changes to this Contract to conform to the terms  
21 and conditions required by such events in accordance with Section 17 of this  
22 Contract.  
23

24 11.3 In the event that: 1) WAPA incurs costs from the balancing authority area,  
25 WAPA's sub-balancing authority area, CAISO, an RTO, or a different balancing  
26 authority area for serving Alameda's load; or 2) Alameda does not abide by the  
27 protocols business practices, or procedures of the balancing authority area, an  
28 RTO, or other balancing authority area operator that are applicable to WAPA and

1 WAPA incurs costs as a result, Alameda agrees to pay all such costs attributable  
2 to Alameda.

3  
4 12. **WAPA RATES:**

5 12.1 The Base Resource will be provided on a take-or-pay basis. Alameda will  
6 be obligated to pay its Base Resource percentage share in accordance with the  
7 Rate Schedule attached hereto, whether or not it takes or uses its full Base  
8 Resource percentage.

9  
10 12.2 Alameda shall pay for the electric service furnished hereunder in  
11 accordance with the Rates, charges, and conditions set forth in the CVP  
12 Schedule of Rates applicable to the Base Resource, effective January 1, 2025,  
13 or any superseding Rate Schedule.

14  
15 12.3 Rates applicable under this Contract shall be subject to change by WAPA  
16 in accordance with appropriate Rate Adjustment Procedures. If, at any time,  
17 WAPA announces that it has received approval of a Rate Schedule, or extension  
18 of an existing Rate Schedule applicable to this Contract, or if a Rate Adjustment  
19 Procedure is amended, WAPA will promptly notify Alameda thereof.

20  
21 12.4 Alameda, by providing written notice to WAPA within ninety (90) days after  
22 the Rate Effective Date of a Rate Schedule or Rate Schedule extension  
23 applicable to this Contract, may elect to reduce its Base Resource percentage or  
24 terminate this Contract. Alameda shall designate a Base Resource percentage  
25 reduction or termination effective date that will be effective on the last day of the  
26 billing month not later than two (2) years after the Rate Effective Date. If the  
27 termination effective date is after the Rate Effective Date, the new or extended  
28 Rates shall apply for service taken by Alameda until the termination effective

1 date. Once Alameda provides notice to terminate or reduce its Base Resource  
2 percentage, WAPA will begin the process to reallocate the Base Resource to  
3 other Preference Customers. Alameda may not revoke its notice to terminate or  
4 reduce its Base Resource unless WAPA provides written consent.

5  
6 12.5 Rates shall become effective under this Contract on the Rate Effective  
7 Date stated in a Rate notice.

8  
9 13. **INTEGRATED RESOURCE PLAN:**

10 13.1 In accordance with the Energy Policy Act of 1992, Alameda is required to  
11 meet the requirements of WAPA's Energy Planning and Management Program  
12 (EPAMP). To fulfill the requirements of EPAMP, Alameda must develop and  
13 submit an integrated resource plan or alternative report, as applicable. Specific  
14 EPAMP requirements are set forth in the Federal Register at (64 FR 62604) and  
15 may be found on WAPA's website. Failure to comply with WAPA's EPAMP  
16 requirements may result in penalties as specified therein. Alameda understands  
17 that WAPA may re-evaluate its EPAMP requirements and change them from  
18 time-to-time as appropriate. Such changes will be subject to a public process  
19 and publication in the Federal Register.

20  
21 13.2 Should the EPAMP requirements be eliminated, Alameda shall have no  
22 responsibilities under Section 13.1.

23  
24 14. **ADJUSTMENT OF BASE RESOURCE PERCENTAGE:**

25 14.1 Prior to the date of initial service, WAPA may adjust Alameda's Base  
26 Resource percentage, as set forth in Exhibit A herein, if WAPA determines that  
27 Alameda's Base Resource percentage is greater than its actual usage, as  
28 specified in the Marketing Plan.

1 14.2 After the date of initial service, WAPA may adjust Alameda's Base  
2 Resource percentage under any of the following conditions:

3 14.2.1 Alameda sells energy associated with its Base Resource  
4 percentage to another entity for resale by that entity;

5 14.2.2 Alameda uses the energy associated with its Base Resource  
6 percentage to serve loads outside of the Sierra Nevada Region's Primary  
7 Marketing Area;

8 14.2.3 Alameda's annual energy associated with its Base Resource  
9 percentage, is ten percent or more than its actual annual energy usage.  
10

11 14.3 If WAPA determines that Alameda has met any of the conditions in  
12 Section 14.2 above, WAPA will take the following steps:

13 14.3.1 Notify Alameda of the nature of the concern;

14 14.3.2 Analyze Alameda's usage of the energy associated with its Base  
15 Resource percentage and determine if an adjustment is necessary on a  
16 case-by-case basis, with due consideration of any circumstance that may  
17 have temporarily altered Alameda's energy usage;

18 14.3.3 If an adjustment is determined to be necessary, provide a 90-day  
19 written notice of such adjustment; and

20 14.3.4 Reduce or rescind Alameda's Base Resource percentage  
21 permanently on the effective date specified in the notice.  
22

23 15. **METERING AND POWER MEASUREMENT RESPONSIBILITIES:**

24 Alameda shall be responsible for electric power metering equipment requirements and  
25 power measurement data associated with the use of WAPA power under this Contract  
26 as follows:

27 15.1 Unless previously installed and furnished by WAPA, Alameda shall  
28 furnish, install, operate, maintain, and replace, meters and associated metering

1 equipment required for deliveries of WAPA power scheduled to each delivery  
2 point on the WAPA grid, the CAISO-controlled grid, a utility distribution company  
3 grid, or other electrical system, as may be applicable. Such meters shall comply  
4 with the all applicable meter requirements. For instance, meters on:

5 15.1.1 WAPA's system must meet WAPA's meter requirements;

6 15.1.2 CAISO's system must meet CAISO's meter requirements; and/or

7 15.1.3 Pacific Gas and Electric Company's (PG&E) system must meet  
8 PG&E's meter requirements.

9  
10 15.2 Alameda shall measure power deliveries and provide certified settlement-  
11 quality metering data to WAPA as requested. It is generally contemplated that  
12 WAPA will require this data on a monthly basis.

13  
14 15.3 If WAPA previously installed and furnished a meter to Alameda, WAPA  
15 shall be allowed unrestricted, unescorted access to its revenue meter equipment.  
16 Alameda shall provide a minimum of three (3) keys or the combination to  
17 Alameda's existing locks. Alternatively, WAPA may provide a WAPA-owned  
18 padlock(s). Access shall include all gates and/or doors required to access the  
19 metering equipment.

20  
21 15.4 Upon request by Alameda, to evidence receipt of the Environmental  
22 Attributes, WAPA shall timely provide meter data or other mutually agreed upon  
23 data to Alameda measuring the amount of CVP energy that is generated and  
24 delivered to Alameda. Upon mutual agreement of Customers, WAPA and  
25 Reclamation, such meters shall be modified or replaced to meet appropriate  
26 standards or requirements to convey CVP Environmental Attributes to  
27 Customers.

28 ///

1 16. **CHANGES IN ORGANIZATIONAL STATUS:**

2 16.1 If Alameda changes its organizational status or otherwise changes its  
3 obligation to supply electric power to Preference loads, WAPA reserves the right  
4 to adjust WAPA's power sales obligations under this Contract or to terminate this  
5 Contract, as WAPA deems appropriate. Changes in organizational status  
6 include but are not limited to:

7 16.1.1 Merging with another entity;

8 16.1.2 Acquiring or being acquired by another entity;

9 16.1.3 Creating a new entity from an existing one;

10 16.1.4 Joining or withdrawing from a member-based power supply  
11 organization; or

12 16.1.5 Adding or losing members from its membership organization.

13  
14 16.2 For the purposes of this Section 16, a member is any Preference entity  
15 that is included in a membership, which has the responsibility of supplying power  
16 to the end-use consumer or Customer. Memberships include but are not limited  
17 to:

18 16.2.1 Municipality;

19 16.2.2 Cooperative;

20 16.2.3 Joint powers authority; or

21 16.2.4 Governmental agency.

22  
23 16.3 For purposes of this Section 16, participation in a State promulgated direct  
24 access program shall not be deemed to be a change in a Customer's  
25 organizational status or its obligation to supply electric power to Preference  
26 loads.

27 ///

28 ///

1 16.4 Prior to making an organizational change, Alameda may request an  
2 opinion from WAPA as to whether Alameda's proposed organizational change  
3 will result in an adjustment of Alameda's Base Resource percentage or  
4 termination under this Section 16. Alameda shall provide WAPA with all relevant  
5 documents and information regarding the proposed organizational change.  
6 Based on the documents and information furnished, WAPA will provide Alameda  
7 with an opinion.

8  
9 16.5 In addition to the above, if the change in organizational status results in a  
10 proposed transfer of the Contract, or any portion thereof, Section 37 of the  
11 General Power Contract Provisions (GPCP), "Transfer of Interest in Contract,"  
12 generally requires the Customer to obtain prior written approval from WAPA's  
13 Administrator. Organizational changes that typically propose transfer of the  
14 Contract, or a portion of the Contract, and require prior written approval from  
15 WAPA include but are not limited to:

16 16.5.1 Merging with another entity;

17 16.5.2 Acquiring or being acquired by another entity;

18 16.5.3 Joining an entity; and

19 16.5.4 Creating a new entity.

20  
21 17. **PROTOCOLS, BUSINESS PRACTICES AND PROCEDURES:**

22 WAPA reserves the right to make changes to protocols, business practices and  
23 procedures, as needed. Prior to making any changes, WAPA will provide notice to  
24 Alameda and provide Alameda with an opportunity to comment on such changes.  
25 WAPA will consider any comments made by Alameda before making any changes, and  
26 shall provide a written response to the comments. After a final decision is made by  
27 WAPA, if Alameda is not satisfied with the decision, Alameda shall have thirty (30) days  
28 from the date of WAPA's final decision to appeal the change to WAPA's Administrator.

1 WAPA will not implement a change that has been appealed until a final decision by the  
2 Administrator. Notwithstanding the provisions within this Section 17, Alameda shall  
3 retain its right to pursue other legal remedies available to it.

4  
5 18. **ENFORCEABILITY:**

6 It is not the intent of the Parties that this Contract confer any rights on third parties to  
7 enforce the provisions of this Contract except as required by law or express provision in  
8 this Contract. Except as provided in this Section 18, this Contract may be enforced, or  
9 caused to be enforced, only by WAPA or Alameda, or their successors or assigns.

10  
11 19. **GENERAL POWER CONTRACT PROVISIONS:**

12 The GPCP, effective September 1, 2007, attached hereto, are hereby made a part of  
13 this Contract, the same as if they had been expressly set forth herein; Except  
14 Section 11 shall not be applicable to this Contract. In the event of a conflict between  
15 the GPCP and the provisions in the body of this Contract, the Contract shall control.  
16 The usage of the term "Contractor" in the GPCP shall mean Alameda. The usage of the  
17 term "firm" in Articles 17 and 18 of the GPCP shall be deemed to be replaced with the  
18 words "Base Resource."

19  
20 20. **EXHIBITS MADE PART OF CONTRACT:**

21 Exhibit A (Base Resource Percentage and Point(s) of Delivery), Exhibit B (Exchange  
22 Program), Exhibit C (Regulation and Reserves), and Exhibit D (Rate Schedule) existing  
23 under this Contract may vary during the term hereof. Each of said exhibits shall  
24 become a part of this Contract during the term fixed by its provisions. Exhibits A, B, C,  
25 and D are attached hereto, and each shall be in force and effect in accordance with its  
26 terms until respectively superseded by a subsequent exhibit.

27 ///

28 ///

1 **21. EXECUTION BY COUNTERPARTS:**

2 This Contract may be executed in any number of counterparts and, upon execution and  
3 delivery by each Party, the executed and delivered counterparts together shall have the  
4 same force and effect as an original instrument as if all Parties had signed the same  
5 instrument. Any signature page of this Contract may be detached by any counterpart of  
6 the Contract without impairing the legal effect of any signatures thereon, and may be  
7 attached to another counterpart of this Contract identical in form hereto, by having  
8 attached to it one or more signature pages.

9  
10 **22. ELECTRONIC SIGNATURES:**

11 The Parties agree that this Contract may be executed by handwritten signature or  
12 digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital  
13 signature is the same as a handwritten signature and shall be considered valid and  
14 acceptable.

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**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_  
Name: Arun K. Sethi  
Title: Vice President of Power Marketing  
for Sierra Nevada Region  
Address: 114 Parkshore Drive  
Folsom, CA 95630-4710

ALAMEDA MUNICIPAL POWER

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Nicolas Procos  
Title: General Manager  
Address: 2000 Grand Street  
Alameda, CA 94501

ALAMEDA MUNICIPAL POWER  
Resolution/Certificate

EXHIBIT A

(Base Resource Percentage and Point(s) of Delivery)

1. This Exhibit A, to be effective under and as part of Contract 20-SNR-02359 (Contract), shall become effective upon execution of the Contract; and shall remain in effect until either superseded by another Exhibit A or termination of the Contract.
2. Pursuant to the Marketing Plan, Alameda's extended Base Resource percentage is 1.18210.
3. Alameda's Base Resource percentage may be adjusted by WAPA as specified in the Contract.
4. Alameda's Base Resource percentage will be adjusted effective January 1, 2040, in accordance with the Marketing Plan, to establish the 2040 Resource Pool for new power allocations.
5. The point(s) of delivery on the CVP transmission system for Alameda's Base Resource shall be either WAPA's Tracy 230-kV or Tracy 500-kV or Cottonwood 230-kV Substations, or as requested by Alameda and approved by WAPA.
6. All power deliveries provided under this Contract shall be adjusted for the applicable transformation and transmission losses on the 230-kV system. Additional transformation and/or transmission losses shall be applied to deliveries at other than the 230-kV level.
7. This Exhibit A shall be replaced by WAPA as necessary under the terms and conditions set forth in the Contract, and a signature is not required by either Party.

EXHIBIT B  
(Exchange Program)

1. This Exhibit B, to be effective under and as a part of Contract 20-SNR-02359, (Contract) shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit B or termination of the Contract.
2. Alameda is in agreement with the procedures set forth herein.
3. If necessary, WAPA retains the right to make subsequent revisions to Exhibit B after consultation with its Customers. At such time as WAPA promulgates a revision of this Exhibit B, Alameda shall have the option of either accepting the new revision to this Exhibit B or opting out of making purchases from the Exchange Program. If WAPA does not receive notice from Alameda opting out of making purchases from the Exchange Program within 30 days of Alameda's receipt of a revised Exhibit B, Alameda may automatically continue to make purchases from the Exchange Program if already participating.
4. Exchange Program:
  - 4.1 WAPA has established separate Exchange Program for the Full Load Service Customer group and the Variable Resource Customer group. A Customer cannot be in both the Full Load Service Customer group and the Variable Resource Customer group at the same time.
  - 4.2 The Exchange Program will take place on a pre-scheduled basis.
  - 4.3 Base Resource power in excess of a Customer's load in any hour will be distributed by WAPA in the applicable Exchange Program group (Full Load Service or Variable Resource).
  - 4.4 A Customer may choose whether to make purchases from the Exchange Program for its group. Participation in making purchases from the Exchange Program requires a Customer to accept Exchange Program power if it has load in that hour. However, even if a Customer chooses not to participate in making purchases, if that Customer's Base Resource amount exceeds its load in any hour, the excess will go into the Exchange Program for that Customer's group for that hour, for use by participating Customers with load not met by Base Resource power in that hour. In other words, the retention of Base Resource in excess of a Customer's load is mandatory, while participation in making purchases from the Exchange Program is voluntary.

4.5 If a Customer chooses not to make purchases from the Exchange Program, a written notice to that effect must be submitted to WAPA by November 1, 2024. Thereafter, a Customer must submit a written notice to WAPA at least one (1) month prior to changing its participation status; Except if a Customer has elected to make purchases from the Exchange Program and subsequently changes its participation status, the Customer must wait a minimum of one (1) year to again participate in the Exchange Program. Participation status will change on the first day of the month following the required notice period or the minimum one (1) year waiting period.

4.6 A Customer must use its Base Resource power prior to using any other source to meet its load, unless agreed to by WAPA in writing. A Customer participating in the Exchange Program must use Exchange Program power prior to any other source to meet its load, unless agreed to by WAPA in writing.

4.7 Each participating Customer in each group will receive an equal share in megawatts of that group's Exchange Program power available for that hour, up to the Customer's unmet load in that hour.

4.8 Any Exchange Program power that is excess to a Customer's unmet load will go back to the Exchange Program for the group to which the Customer belongs, for that same hour. This power will be reallocated to participating Customers in that group on an equal basis until either that group's Exchange Program has no remaining power in that hour, or no participating Customers in that group have unmet load in that hour.

4.9 If there is power remaining in the Full Load Service Exchange Program or the Variable Resource Exchange Program in any hour, and none of the participating Customers in that group have unmet load in that hour, the remaining power will go to the other group's Exchange Program for that same hour.

4.10 If, in any hour, no participating Customers have unmet load but there is power remaining in either group's Exchange Program, that power may be offered for sale by WAPA unless the amount of power is de minimis.

4.11 Customers' power bills will be adjusted to reflect transactions into and out of the Exchange Program.

EXHIBIT C  
(Regulation and Reserves)

1. This Exhibit C to be effective under and as a part of Contract 20-SNR-02359 (Contract), shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit C or termination of the Contract.
2. Definitions of Terms:
  - 2.1 Contingency Reserve: An additional amount of operating reserves sufficient to reduce Area Control Error (ACE) to zero in ten minutes following loss of generating capacity, which would result from the most severe single contingency. Contingency Reserves will consist of Spinning and Nonspinning Reserves.
  - 2.2 Frequency Response Reserves: Spinning Reserves which provide the required Frequency Response needed for the reliable operation of an interconnection. The energy is provided by the generator's governor's response to a frequency deviation from scheduled system frequency.
  - 2.3 Nonspinning Reserve: That operating reserve not connected to the system but capable of serving demand within ten minutes, or interruptible load that can be removed from the system within ten minutes.
  - 2.4 Spinning Reserve: Unloaded generation which is synchronized and ready to serve additional demand.
3. WAPA's Disposition of Contingency Reserves and Regulation:
  - 3.1 Contingency Reserves: WAPA will provide all Base Resource schedules with Contingency Reserves, including Spinning, Nonspinning, and Frequency Response Reserves. Contingency Reserves will be provided from CVP generation as available, or procured from other sources as necessary.
  - 3.2 Regulation: WAPA will not provide Regulation with Base Resource schedules. Any sales of Regulation by WAPA will be credited against the Power Revenue Requirement.

EXHIBIT D  
(Rate Schedule)

1. This Exhibit D to be effective under and as a part of Contract 20-SNR-02359 (Contract), shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit D or termination of the Contract.
2. The CVP Schedule of Rates for Base Resource and First Preference Power (CV-F13) begins on page 2 of this Exhibit D.
3. This Exhibit D shall be replaced by WAPA as necessary under the terms and conditions set forth in the Rate Schedule, and a signature is not required by either Party.

**UNITED STATES DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION**

**CENTRAL VALLEY PROJECT**

**SCHEDULE OF RATES FOR BASE RESOURCE AND FIRST PREFERENCE POWER**

Effective:

October 1, 2011, through September 30, 2019. [Note: This rate schedule was extended by Rate Order No. WAPA-185 through September 30, 2024.]

Available:

Within the marketing area served by the Western Area Power Administration (Western), Sierra Nevada Customer Service Region.

Applicable:

To the Base Resource (BR) and First Preference (FP) Power Customers.

Character and Conditions of Service:

Alternating current, 60-hertz, three-phase, delivered and metered at the voltages and points established by contract. This service includes the Central Valley Project (CVP) transmission (to include reactive supply and voltage control from Federal generation sources needed to support the transmission service), spinning reserve service, and supplemental reserve service.

Power Revenue Requirement (PRR):

Western will develop the PRR prior to the start of each fiscal year (FY). The PRR will be divided in two 6-month periods, October through March and April through September, based

on FP and BR percentages. The PRR for the April-through-September period will be reviewed in March of each year. The review will analyze financial data from the October-through-February period, to the extent information is available, as well as forecasted data for the March-through-September period. If there is a change of \$5 million or more, the PRR will be recalculated for the entire FY. The PRR is allocated to FP Customers and BR Customers based on formula rates, as adjusted for Hourly Exchange (HE), FP true-up calculation, and midyear adjustments.

<b>Example of PRR Allocation to FP and BR</b>		
<b>Component</b>	<b>Formula</b>	<b>Allocation</b>
Annual PRR		\$70,000,000
FP Customers' Allocation (Total FP % = 5%)	$\$70,000,000 \times 5\%$	\$3,500,000
Remaining PRR Allocated to BR	$\$70,000,000 - \$3,500,000$	\$66,500,000
Note: This example is intended to show the PRR allocation to the customer groups and is not adjusted for billing, midyear adjustments or FP true-up calculation.		

FP Power Formula Rate:

The annual FP customer allocation is equal to the annual PRR multiplied by the relevant FP percentage. The formula rate for FP power has three components.

Component 1:

$\begin{aligned} \text{FP Customer Percentage} &= \frac{\text{FP Customer Load}}{\text{Gen} + \text{Power Purchases} - \text{Project Use}} \\ &= \text{FP Customer Percentage} \times \text{MRR} \end{aligned}$
---

Where:

FP Customer Load = An FP Customer's forecasted annual load in megawatthours (MWh).

Gen = The forecasted annual CVP and Washoe generation (MWh).

Power Purchases = Power purchases for Project Use and FP loads (MWh).

Project Use = The forecasted annual Project Use loads (MWh).

MRR = Monthly PRR.

Western will develop each FP customer’s percentage prior to the start of each FY.

During March of each FY, each FP customer’s percentage will be reviewed. If, as a result of the review, there is a change in a FP customer’s percentage of more than one-half of 1 percent, the percentage will be revised for the April-through-September period and billing adjustments made for the October-through-March period to reflect the revised percentage.

<b>Table 1: Estimated and Actual Year 1 PRR Allocation Due to FP % True-up</b>					
FP Customer	Year 1 FP % (Based on estimate)	Year 1 FP and BR PRR Allocation	Year 1 Actual FP % (Determined during Year 2)	Year 1 FP and BR Actual (adjusted) PRR Allocation	Difference (Applied in Year 3)
Customer A	0.35%	\$262,500	0.38%	\$285,000	\$22,500
Customer B	0.90%	\$675,000	0.85%	\$637,500	(\$37,500)
Customer C	2.80%	\$2,100,000	2.90%	\$2,175,000	\$75,000
Customer D	0.75%	\$562,500	0.75%	\$562,500	\$0
<b>Total</b>	<b>4.80%</b>	<b>\$3,600,000</b>	<b>4.88%</b>	<b>\$3,660,000</b>	<b>\$60,000</b>
BR Customers	Contractual %	\$71,400,000	Contractual %	\$71,340,000	(\$60,000)
<b>Total PRR (Year 1)</b>		<b>\$75,000,000</b>	<b>Total PRR</b>	<b>\$75,000,000</b>	<b>\$0</b>

In addition, Western is adopting a true-up methodology for FP Customers each year in order to ensure FP Customers pay their proportionate share of the PRR. The FP percentage true-up calculation will use actual data for the FY being adjusted. Changes to the PRR based on FP percentage true-up calculations will be incorporated in the PRR at the beginning of each FY as shown in the example below. As shown in the example in Table 1, the total PRR for Year 1, on October 1, is \$75 million, and estimated revenue requirements are allocated to customers based on their estimated FP and BR percentages. A true-up of each FP percentage for Year 1 occurs in Year 2 and the difference between the estimated and actual will be reflected in the PRR in Year 3.

Beginning in Year 3, the PRR, as published on October 1, is \$73,000,000. Based on the true-up methodology, the adjustment (difference seen in Table 1) from Year 1 is factored in the PRR for Year 3, and payment obligations for both FP and BR Customers are appropriately adjusted as shown in the Table 2 below.

FP Customer	Year 3 Est. FP %	Year 3 Estimated PRR Payment	PY FP True-Up (Year 1 True-Up Amount)	Total Year 3 Bill
Customer A	0.35%	\$255,500	\$22,500	\$278,000
Customer B	0.90%	\$657,000	(\$37,500)	\$619,500
Customer C	2.85%	\$2,080,500	\$75,000	\$2,155,500
Customer D	0.77%	\$562,100	\$0	\$562,100
<b>Total</b>	<b>4.87%</b>	<b>\$3,555,100</b>	<b>\$60,000</b>	<b>\$3,615,100</b>
BR Customers	Contractual %	\$69,444,900	(\$60,000)	\$69,384,900
<b>Total PRR (Year 3)</b>		<b>\$73,000,000</b>	<b>\$0</b>	<b>\$73,000,000</b>

Based on the true-up adjustment from Year 1, the adjusted PRR for Year 3 is appropriately allocated to both FP and BR Customers.

The percentages in the table below are the maximum percentages for each FP customer that will be applied to the MRR during the rate period October 1, 2011, through September 30, 2016. The maximum percentages were determined based on a critically dry year where there are hydrologic conditions that result in low CVP generation and, consequently, low levels of BR. An FP percentage cannot exceed the maximum except in instances where individual FP customer percentages increase due to load growth. If these maximum percentages are used for determining the FP customer charges for more than one year, Western will evaluate customer percentages from the formula rate versus the maximum percentage and make adjustments as appropriate.

FP Customer	Maximum FP Customer Percentage Applied to the MRR
Sierra Conservation Center	1.58%
Calaveras Public Power Agency	3.81%
Trinity Public Utilities District	12.01%
Tuolumne Public Power Agency	3.16%
<b>Total</b>	<b>20.56%</b>

Below is a sample calculation for an FP customer's monthly charge for power.

<b>Example: FP Monthly Customer Charge Calculation</b>	
<b>Numerator</b>	
FP Customer's Load - MWh	10,000
<b>Denominator</b>	
Washoe Generation - MWh	2,500
CVP Generation - MWh	3,700,000
PU Load - MWh	(1,200,000)
PU Purchase - MWh	47,000
<b>Calculated Percentage</b>	
FP Customer's Percentage	0.39%
Monthly Power Revenue Requirement (MRR)	\$3,333,333
<b>FP Customer Monthly Charge = (FP % x MRR)</b>	<b>\$13,000</b>

Component 2:

Any charges or credits associated with the creation, termination, or modification to any tariff, contract, or rate schedule accepted or approved by the Federal Energy Regulatory Commission (FERC) or other regulatory bodies will be passed on to each relevant customer. The FERC's or other regulatory bodies' accepted or approved charges or credits apply to the service to which this rate methodology applies. When possible, Western will pass through directly to the relevant customer FERC's or other regulatory bodies' accepted or approved charges or credits in the same manner Western is charged or credited. If FERC's or other regulatory bodies' accepted or approved charges or credits cannot be passed through directly to the relevant customer in the same manner Western is charged or credited, the charges or credits will be passed through using Component 1 of the formula rate.

Component 3:

Any charges or credits from the Host Balancing Authority (HBA) applied to Western for providing this service will be passed through directly to the relevant customer in the same manner Western is charged or credited to the extent possible. If the HBA's costs or credits cannot be passed through to the relevant customer in the same manner Western is charged or credited, the charges or credits will be passed through using Component 1 of the formula rate.

BR Formula Rate:

The annual BR allocation is equal to the annual PRR less the annual FP customer allocation. The formula rate for BR has three components.

Component 1:

$$\text{BR Customer Allocation} = (\text{BR RR} \times \text{BR}\%)$$

Where:

BR RR = BR Monthly Revenue Requirement (RR)

BR% = BR percentage for each customer as indicated in the BR contract after adjustments for programs, such as HE, if applicable.

After the FP Customers' share of the annual PRR has been determined, including a prior period true-up from the FP formula rate, the remainder of the annual PRR is recovered from the BR Customers. BR Customers' allocation will also be adjusted by the amount of under- or overpayment by FP Customers. The BR RR will be collected in two 6-month periods. For October through March, 25 percent of the BR RR will be collected. For April through September, 75 percent of the BR RR will be collected. The monthly BR RR is calculated by dividing the BR 6-month RR by six. The revenues from the sale of surplus BR will be applied to the annual BR RR for the following FY.

An example of a reallocation program is the HE program. BR Customers pay for exchange energy, hourly or seasonally, by adjusting the BR percentage that is applied to the BR RR. Adjustments to a customer's BR percentage for seasonal exchanges will be reflected in the customer's BR contract.

An illustration of the adjustment to a customer's BR percentage for HE energy is shown in the example below.

<b>Example of BR Percentage Adjustments for HE Energy</b>						
BR Customer	BR % from Contract	Hourly BR = 30 MWh	Customer's BR > Load	Customers Receiving HE	BR Delivered (Adj'd for HE)	Revised BR %
Customer A	20%	6	3	0	3	10.0%
Customer B	10%	3	0	1	4	13.3%
Customer C	70%	21	0	2	23	76.7%
Total	100%	30	3	3	30	100.0%

Component 2:

Any charges or credits associated with the creation, termination, or modification to any tariff, contract, or rate schedule accepted or approved by FERC or other regulatory bodies will be passed on to each relevant customer. The FERC's or other regulatory bodies' accepted or approved charges or credits apply to the service to which this rate methodology applies. When possible, Western will pass through directly to the relevant customer FERC's or other regulatory bodies' accepted or approved charges or credits in the same manner Western is charged or credited. If FERC's or other regulatory bodies' accepted or approved charges or credits cannot be passed through directly to the relevant customer in the same manner Western is charged or credited, the charges or credits will be passed through using Component 1 of the formula rate.

Component 3:

Any charges or credits from the HBA applied to Western for providing this service will be passed through directly to the relevant customer in the same manner Western is charged or credited to the extent possible. If the HBA's costs or credits cannot be passed through to the relevant customer in the same manner Western is charged or credited, the charges or credits will be passed through using Component 1 of the formula rate.

Billing:

Billing for BR and FP power will occur monthly using the respective formula rate. Any adjustment made at midyear is applicable to the entire FY and billed over the remainder the FY.

Adjustment for Losses:

Losses will be accounted for under this rate schedule as stated in the service agreement.

Adjustment for Audit Adjustments:

Financial audit adjustments that apply to the formula rate under this rate schedule will be evaluated on a case-by-case basis to determine the appropriate treatment for repayment and cash flow management.

# Western Area Power Administration 2025 Base Resource Contract Renewal

Public Utilities Board Meeting  
December 14, 2020

# Outline



Resource  
Description



Contract  
Overview



Resource Need



Next Steps

# RESOURCE DESCRIPTION

# Western Area Power Administration Overview

## Organization

- Western Area Power Administration (WAPA)
- Established 1977
- AMP is a customer in the Sierra Nevada region

## Purpose

- Provides clean, low-cost power
- Sold exclusively to public power customers

## Project Allocation

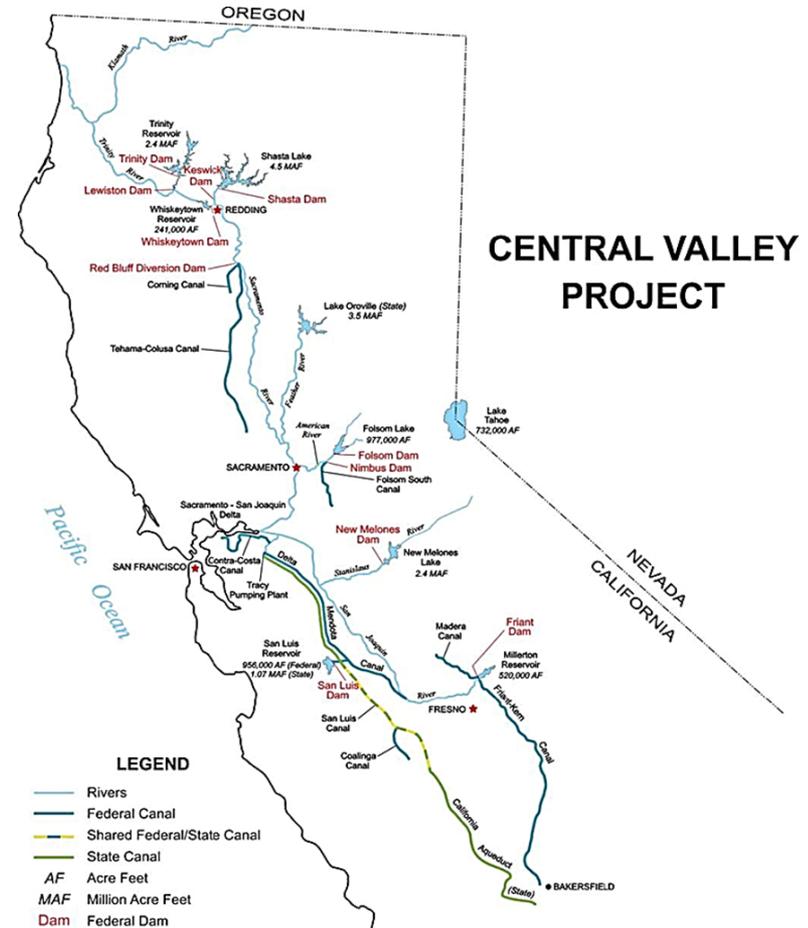
- Marketing Plan published every ten years
- 2025 share reduced by 2%

## Key Partners

- Bureau of Reclamation (USBR)
- Water and Irrigation Districts

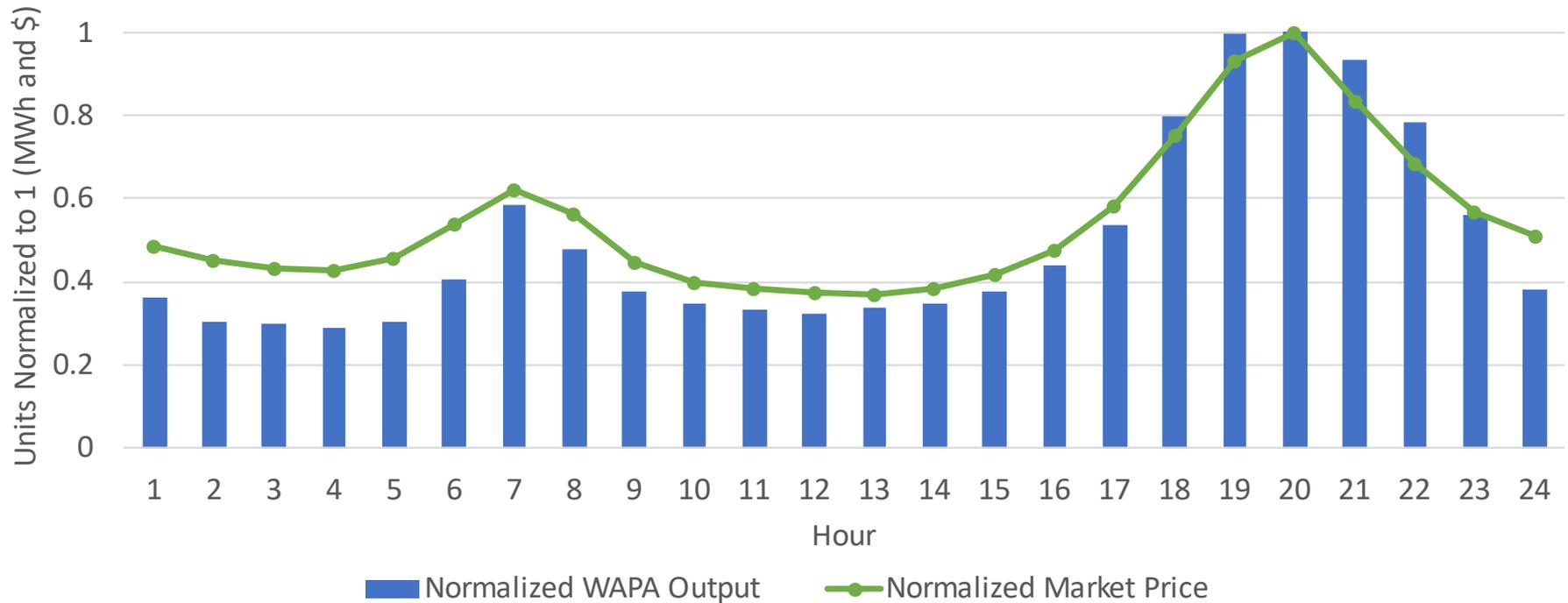
# Central Valley Project (CVP) Overview

- **Base Resource Energy**
  - Energy sold to public power customers after serving first preference customers
- **Carbon-free Resource**
  - Total BR output: 3,000 GWh/year
  - AMP's BR Allocation share: 1.18%
  - BR output share of AMP's load: 10%
- **CVP Improvement Act (1992)**
  - Restoration Fund
    - Funds protection, restoration and enhancement of fish & wildlife affected by CVP activities and infrastructure
  - Historically, CVPIA costs represent 25% of total costs



# Base Resource Output

Average Daily Shape of WAPA Output & Market Prices



# CONTRACT OVERVIEW

# Base Resource Contract Highlights

## Existing Provisions

Long-term duration  
30-year length, prev. 25 years

Take-or-pay structure via Power  
Revenue Requirement (PRR)

Base resource (BR) energy  
allocated at share based on  
WAPA's Marketing Plan

## New Additions

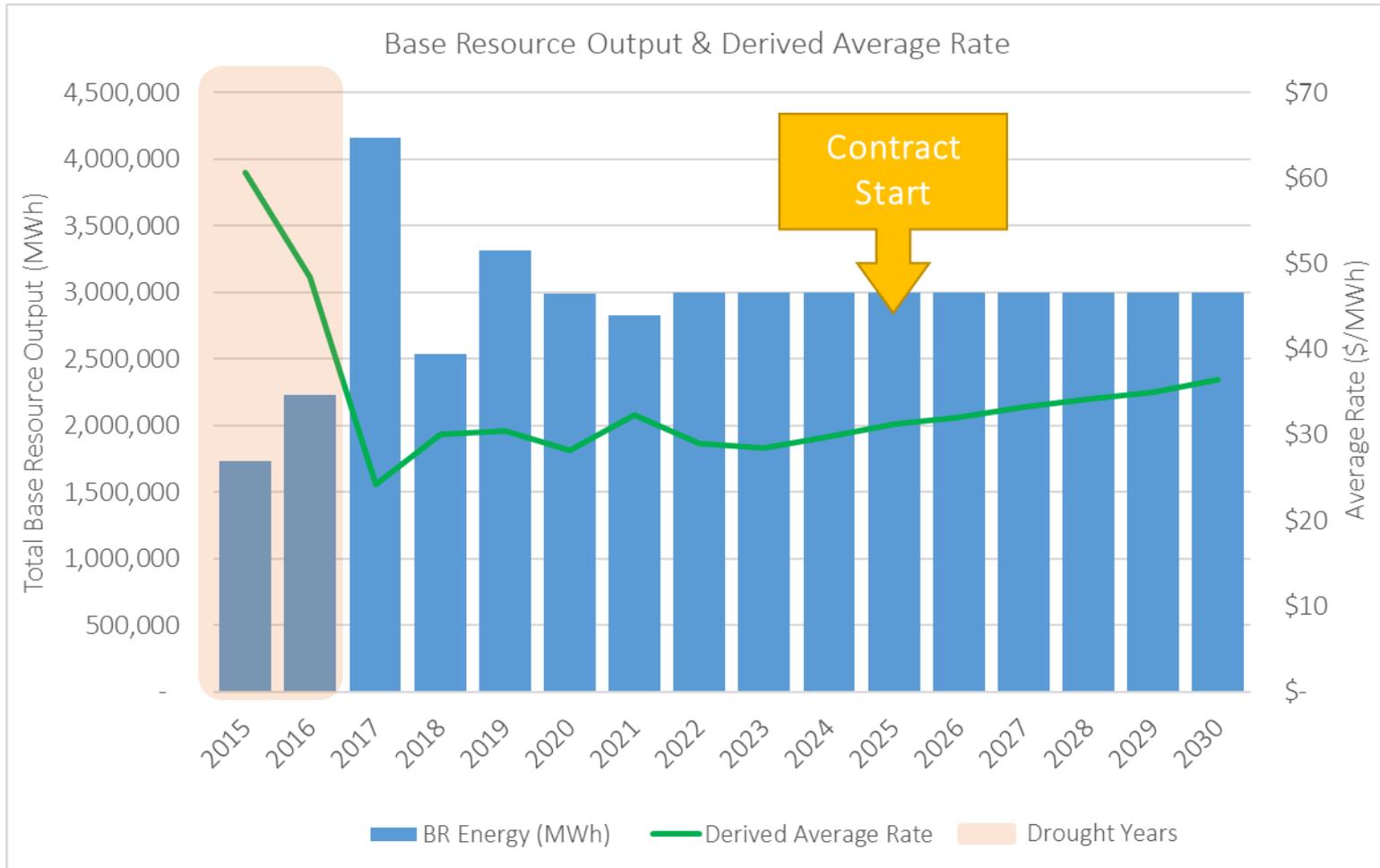
Termination allowed  
at least every five years

12-month rolling average and  
five-year rolling energy forecasts

Environmental attributes defined

Capacity attribute defined

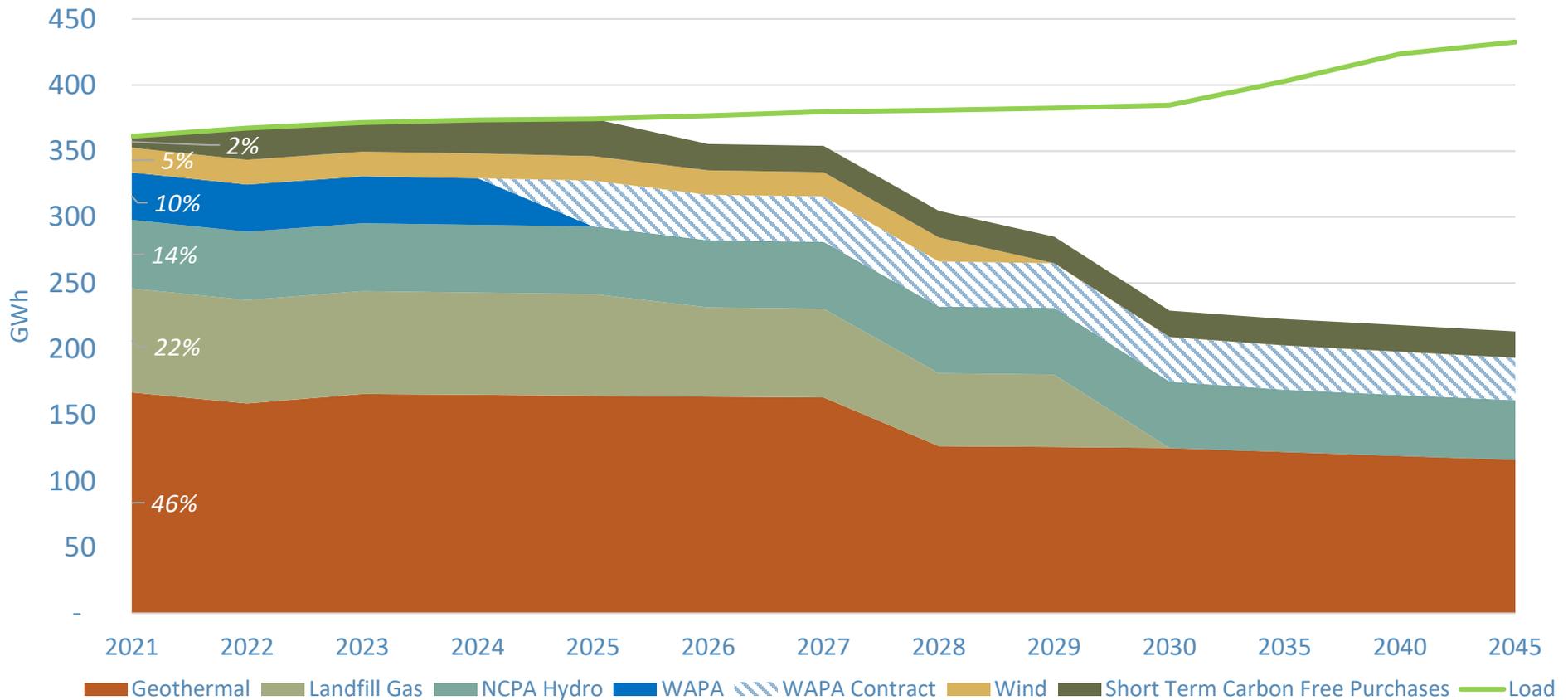
# Base Resource Output & Costs



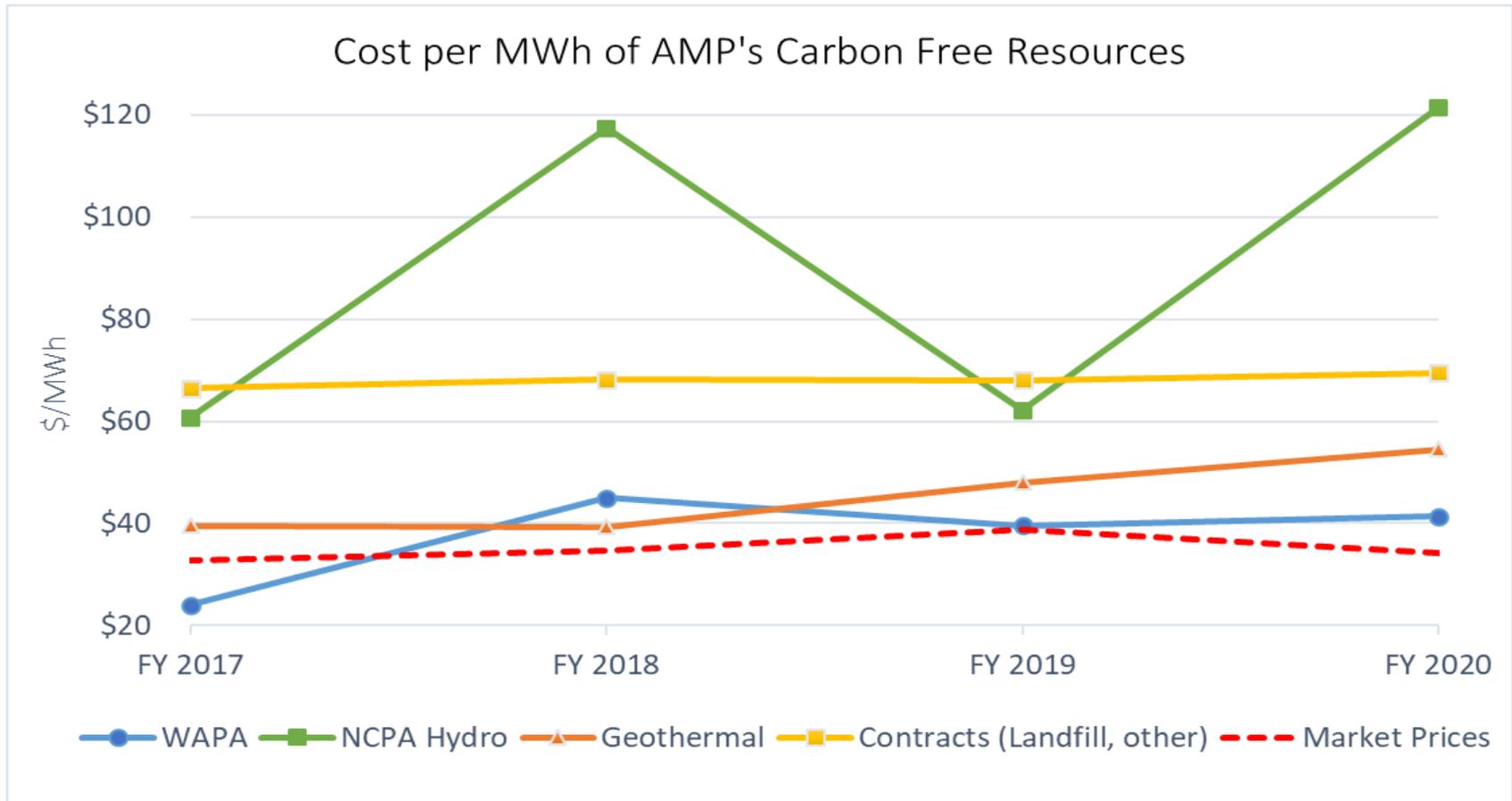
# RESOURCE NEED

# Load Resource Balance

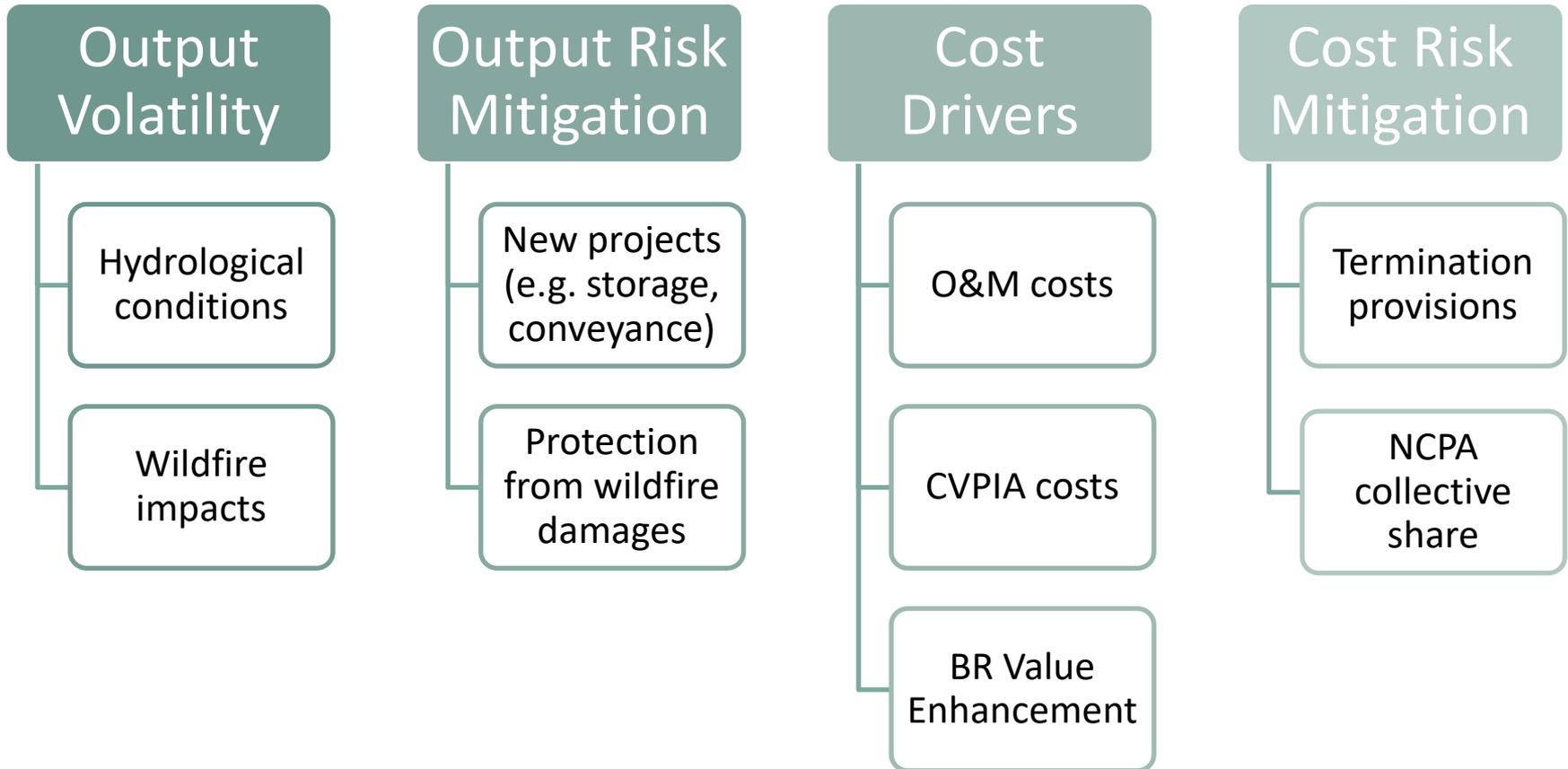
Energy Balance 2021 - 2045



# Base Resource Cost Comparison



# Risk Analysis



# Summary

- WAPA Benefits
  - Long-term resource
  - Economic value: capacity, carbon-free
  - Public power, history
  - Dispatchability
- Consider output and cost risks

# NEXT STEPS

# Recommendation

- Staff Recommendation:
  - The Board recommend to City Council:
    - Delegate authority to GM to execute contract to renew AMP's allocation of BR from WAPA for 30 years
  - BR contract must be signed by March 16, 2021

# Next Steps

- Attain City Council approval
- Execute 2025 BR Contract by March 16, 2021
- If needed, return to Board to address any changes to outlook for BR Contract
  - After execution, BR customers have until June 30, 2024 to reduce or terminate share

# Contact Information

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Energy Resources Analyst  
[mariani@alamedamp.com](mailto:mariani@alamedamp.com)  
(510) 814-6435



To: Honorable President and  
Members of the Public Utilities Board

From: Nicolas Procos, General Manager

Re: General Manager's Report – November, 2020

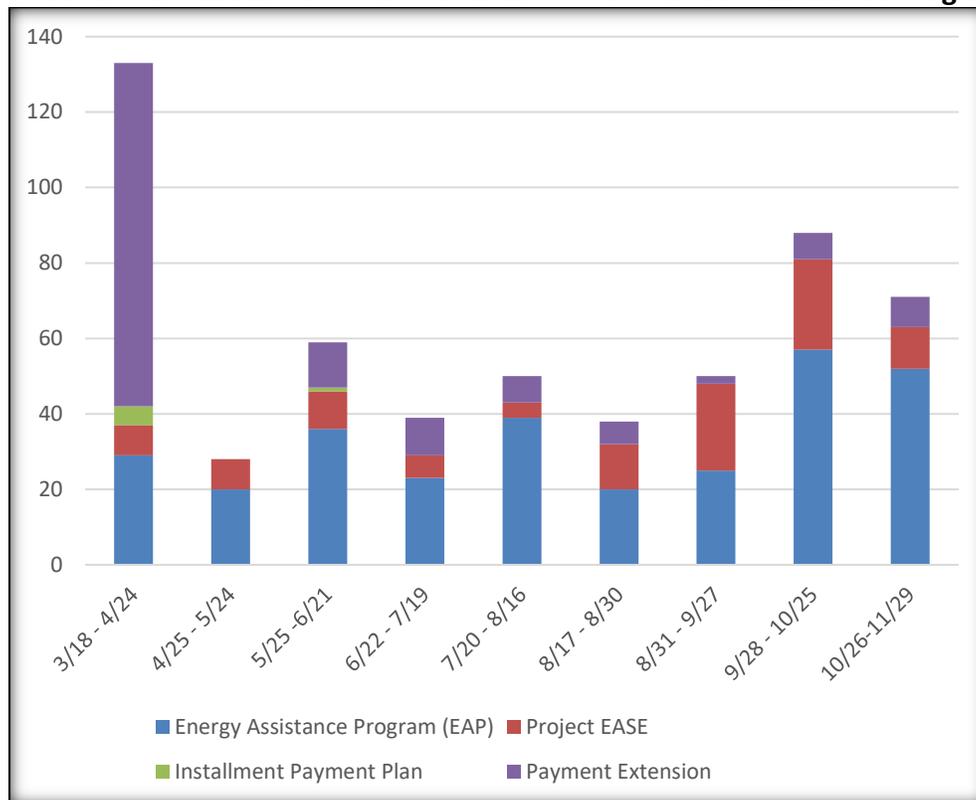
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## **PUB Highlights**

- **Economic Development Highlights—**
  - Alameda Marina development is undergrounding ~2000 ft. of power lines along Clement Street. Work is expected to be completed in April 2021.
  - Alameda Landing Waterfront is setting new tower bases for relocating two 115kv towers to accommodate the development of 357 new residential units.
  - Local Capital Group is courting a new tenant for 1145 Atlantic that could add 500 new jobs to Alameda.
  - Abbott Labs has completed its takeover of four existing PV systems on the former VF Outdoor campus.
  
- **Doolittle Solar Update** – On 11/23, the Planning Board unanimously approved the California Environmental Quality Act (CEQA) and Use Permit for Doolittle Solar. Over the next month or so we will work to finalize all project agreements before bringing them before the Public Utilities Board and City Council for approval.
  
- **Fiscal Year (FY) 2021 Low Carbon Fuel Standard (LCFS) Credit Sale** – Alameda Municipal Power (AMP) staff completed a sale of 5,000 LCFS credits to Eco Energy, a biofuels company at \$200 per credit, generating \$998,750 in net revenues. LCFS credit prices are trading close to \$200 per credit and AMP staff was able to take advantage of the recent uptick in prices and execute this deal.
  
- **Marketing Campaign – Electric Vehicle (EV) Rebate Bonuses** – AMP's Customer Resource Division is implementing a marketing campaign to promote limited-time bonuses on AMP's EV rebates. From now through June 30, 2021, residential customers can qualify for additional bonuses when they purchase a used EV and install a level 2 charger at the same time. Plus, AMP is offering extra cash back on commercial level 2 chargers and electric forklifts. CRD will advertise the bonuses through a variety of communication channels including the Flash newsletter, ads on news websites, and social media.
  
- **Outage**- One outage occurred on 11/1, affecting 3,088 customer for 2 hours and fifteen minutes with a main relay trip on circuit 4115. No cause was found after detailed circuit patrols, though it was likely caused by animal contact.

- **Engineering and Operations (E&O) Updates—**
  - Engineering and Substations have worked to further streamline material purchases. Recently more items needed in the industry have longer lead times. The group determined certain metering equipment to be put in stock rather than ordered as needed. Minimum reorder numbers were established to ensure that most future projects will not incur any wait due to lead times for this equipment.
  - Recruiting for various critical vacant positions has progressed and interviews are scheduled: Electrical Equipment Superintendent; Substation and Metering Supervisor; System Operator; and Lineworker.
  
- **Safety:**
  - 2020 Lost Time Cases: 0
  - 2020 Recordable Injuries: 3
  - 2020 First Aid Cases: 1
  - 2020 Vehicle Accidents/ Incidents: 1

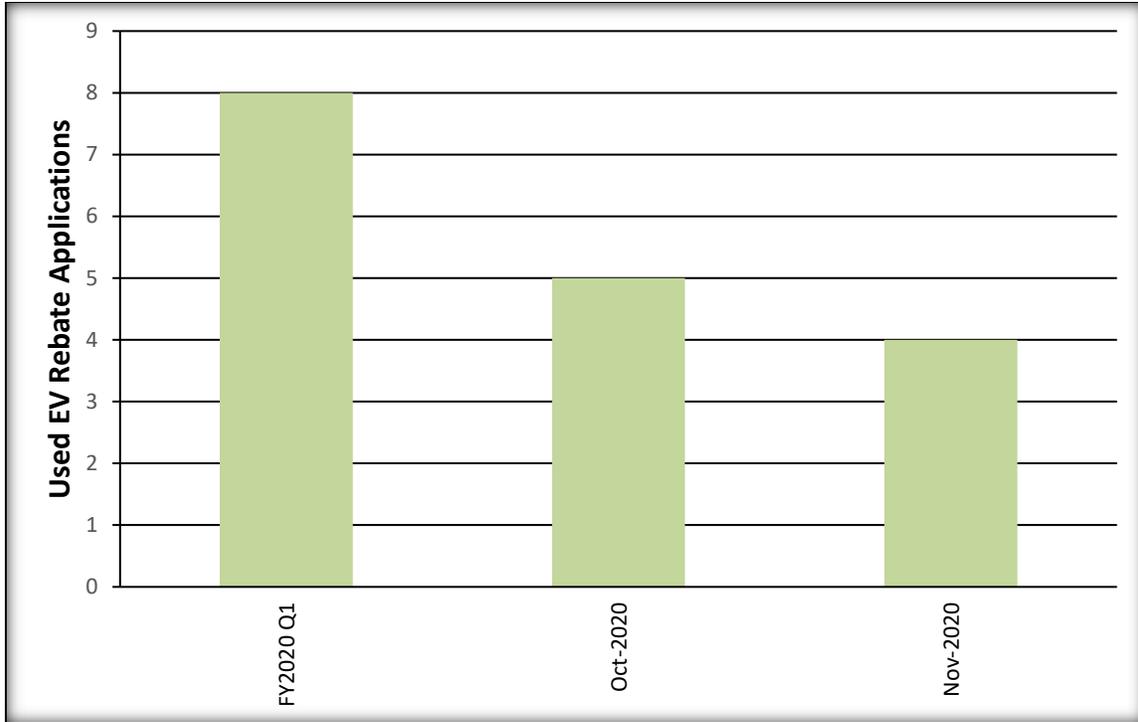
**Number of New Customer Enrollments to AMP's Financial Assistance Programs**



## CUSTOMER PROGRAMS & EXPERIENCE

**Table 1: Summary of Energy Efficiency Programs as of November 30, 2020**

SUMMARY OF ENERGY EFFICIENCY PROGRAMS AS OF NOVEMBER 30, 2020									
Program	Annual Savings Target kWh/yr	Jul-20	Aug-20	Sep-20	1st Q	Oct-20	Nov-20	Cumulative Energy Savings kWh/yr	Percent of Annual Target
Residential Lighting	168,000	668	1,004	1,427	3,099	1,145	190	4,434	2.64%
Residential Other		3,174	2,251	2,618	8,043	249	4,205	12,497	
EAP+ (Low Income Residential)		2,168	6,589	25,977	34,734	0	14,239	48,973	
Energy Plus	457,555	0	0	0	0	0	92,181	92,181	20%
Non-Residential Lighting, Custom	89,024	0	11,094	0	11,094	0	284,474	295,568	332%
Non-Residential Customized, Other	87,532	0	0	0	0	0	0	0	0%
Non-Residential New Construction	20,888	0	0	0	0	0	0	0	0%
Non-Residential, Other		0	0	0	0	0	0	0	
TOTAL	823,000	6,010	20,938	30,022	56,970	1,394	395,289	453,653	55.1%



Residential Used Electric Vehicle Rebates

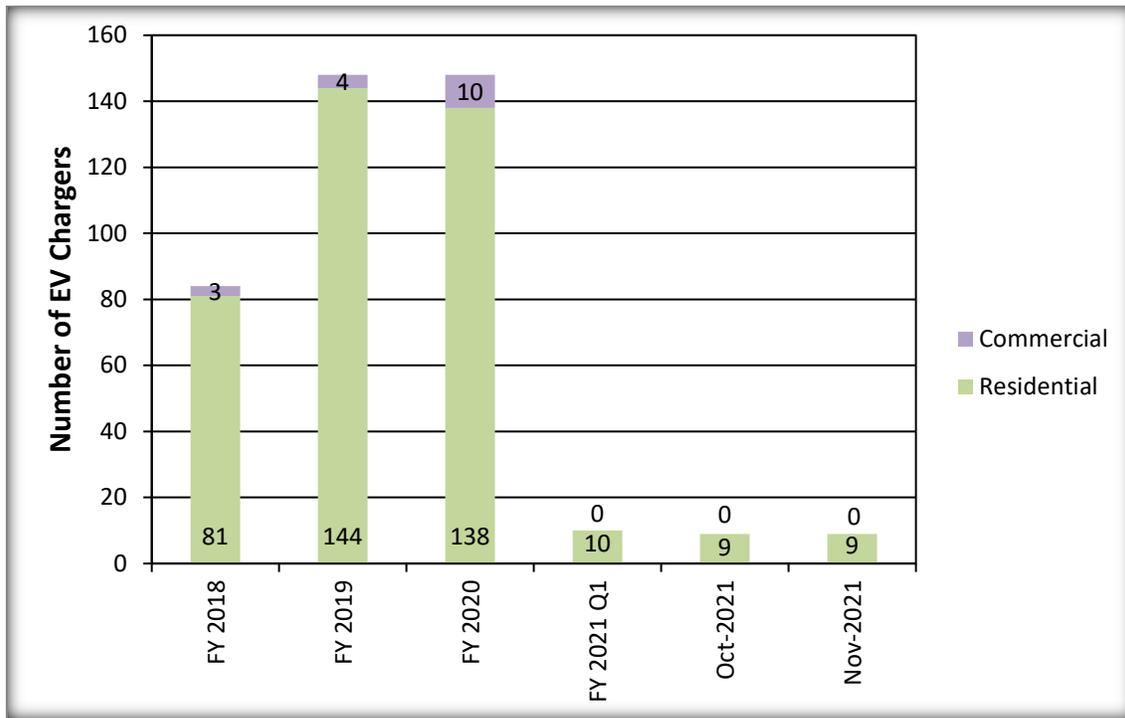


Figure 1: Electric Vehicle Charger Rebates

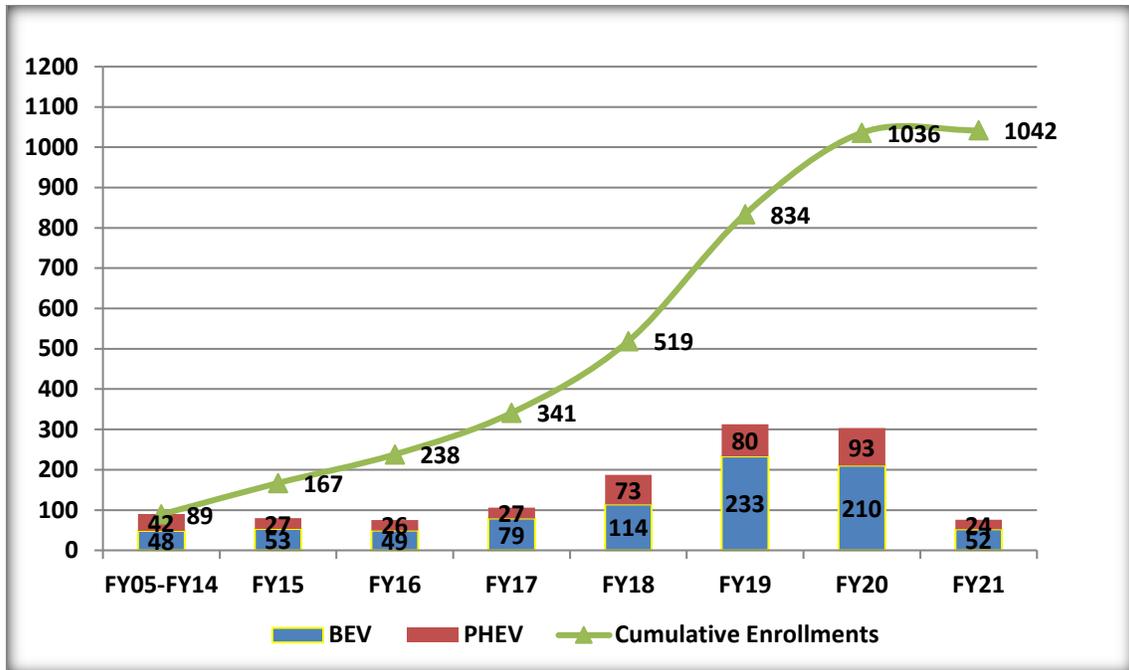


Figure 2: Electric Vehicle Discount Program Participation

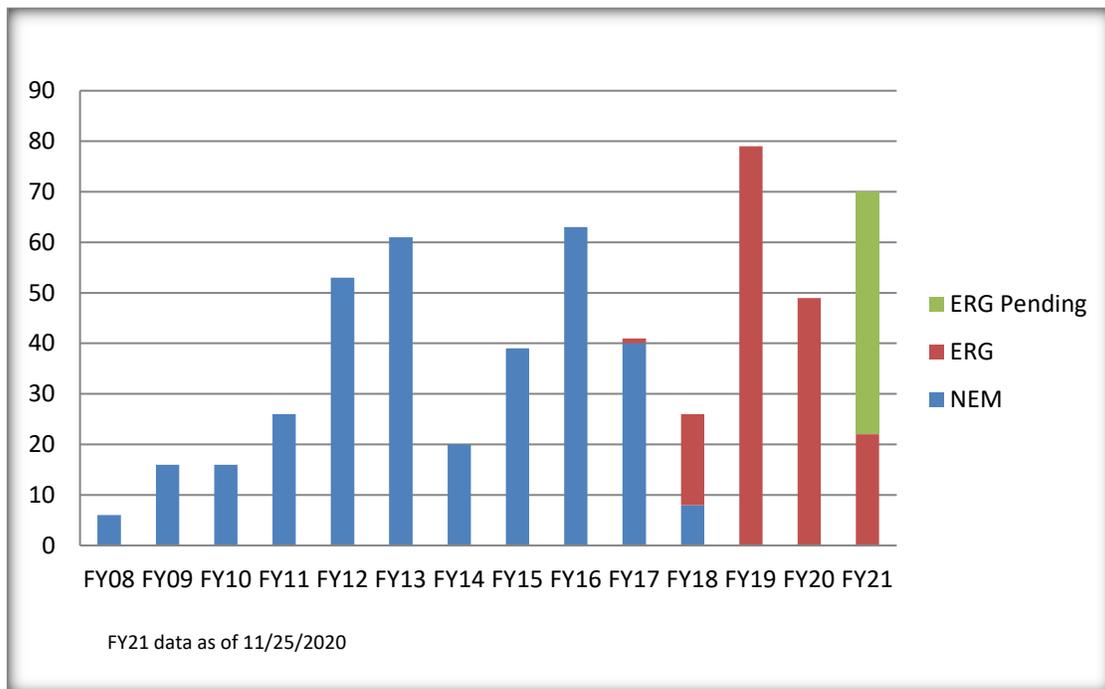


Figure 3: Residential Solar Interconnections

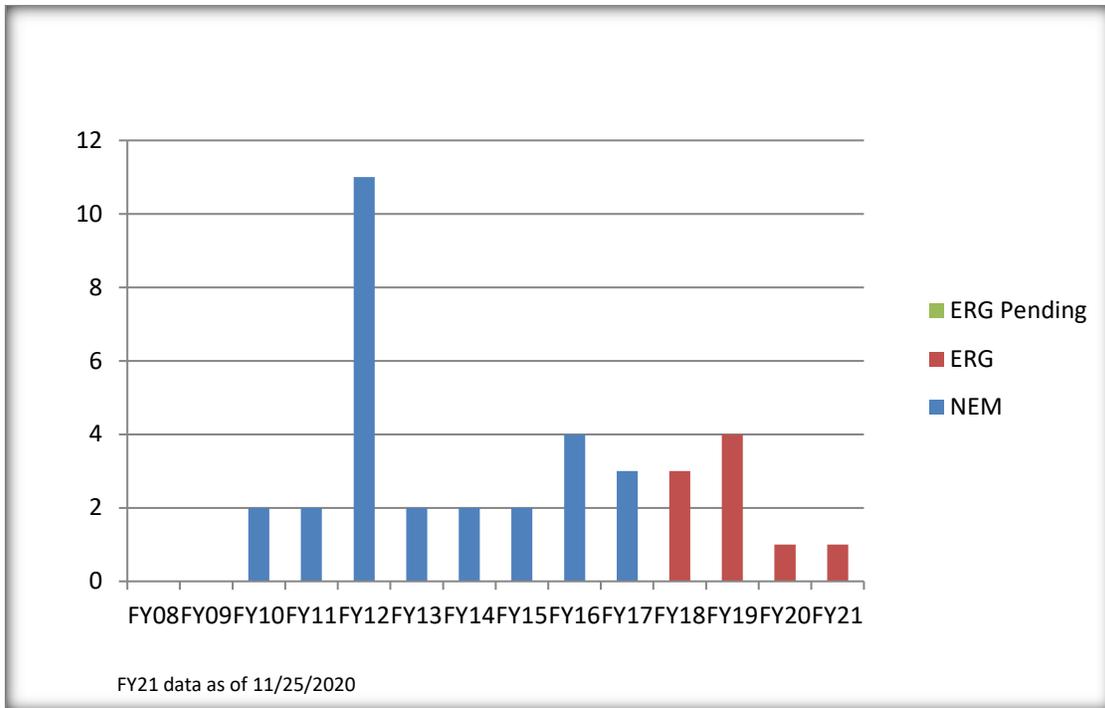


Figure 4: Commercial Solar Interconnections

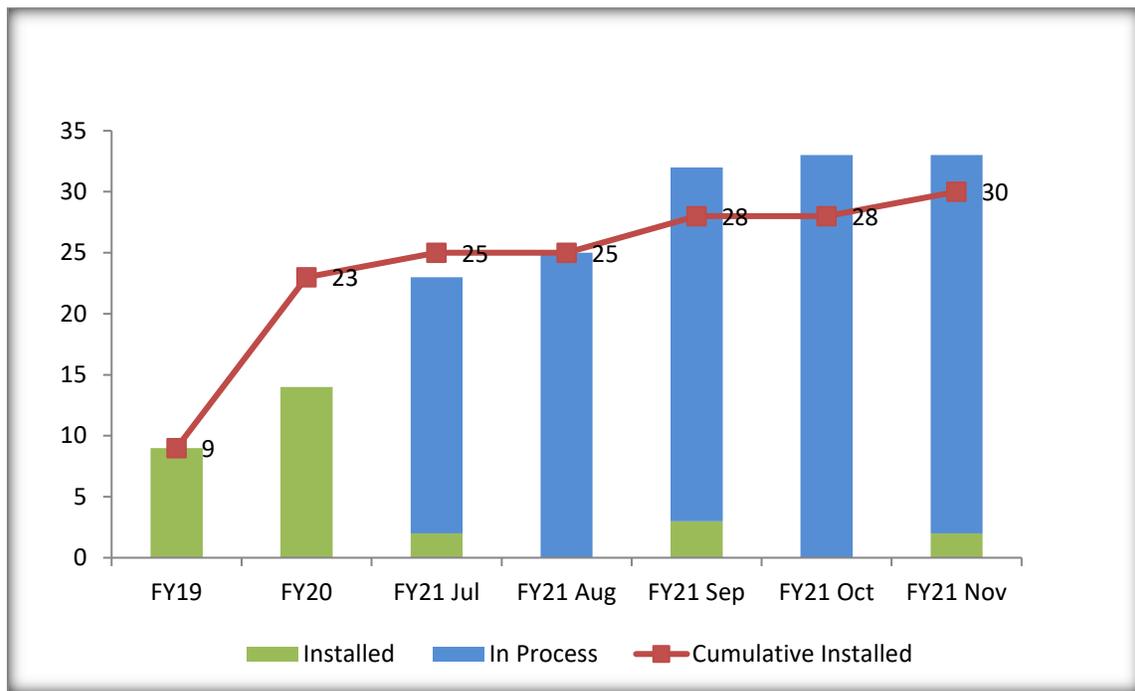
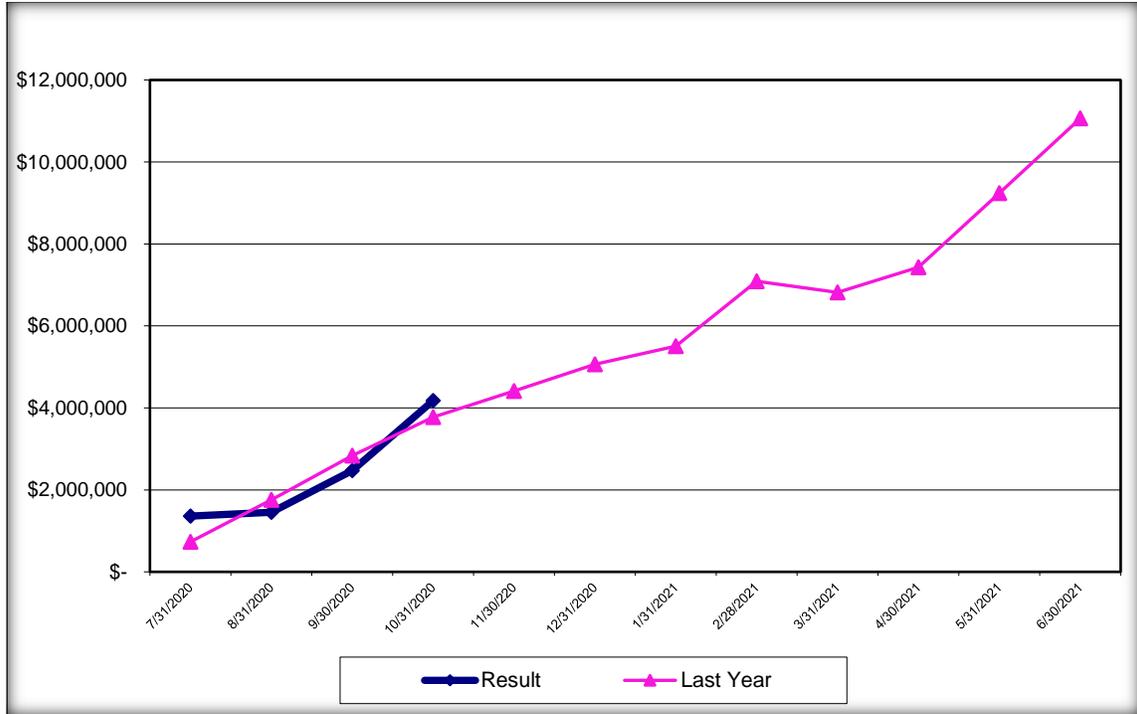


Figure 5: Battery Storage

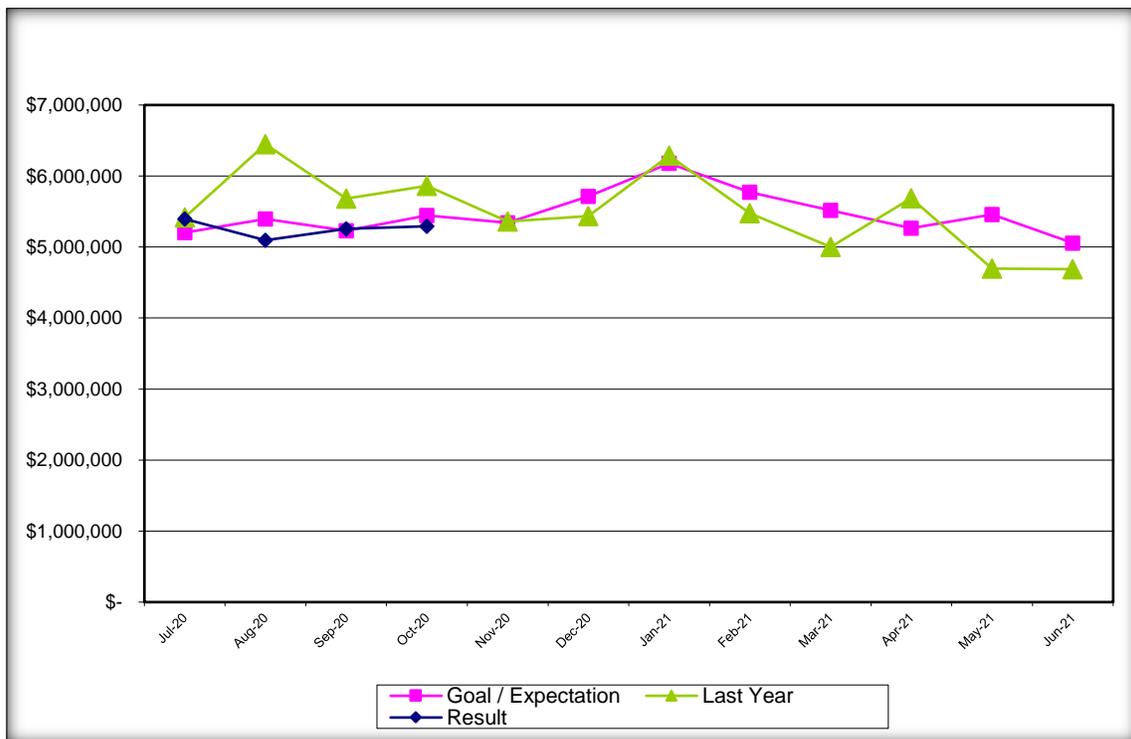
## FINANCIALS

**Table 2: Monthly and Year to Date Total Operating Revenue  
 and Expense Report as of November 30, 2020**

<i>Report Status as of:</i>				
<b><i>November 30, 2020</i></b>	Monthly		Annual (FY) To Date	
	Goal	Result	Goal	Result
Total Operating Revenue - Electric (October 2020)	5,447,116	5,292,892	21,276,206	21,042,553
Total Operating Expense - Electric (October 2020)	5,364,361	3,127,033	18,967,449	15,111,303
Note: Shaded areas indicate the data is displayed on the accompanying graphs				



**Figure 6: Fiscal Year 2021 Cumulative Net Income – Electric**



**Figure 7: Fiscal Year 2021 Monthly Operating Revenue – Electric**

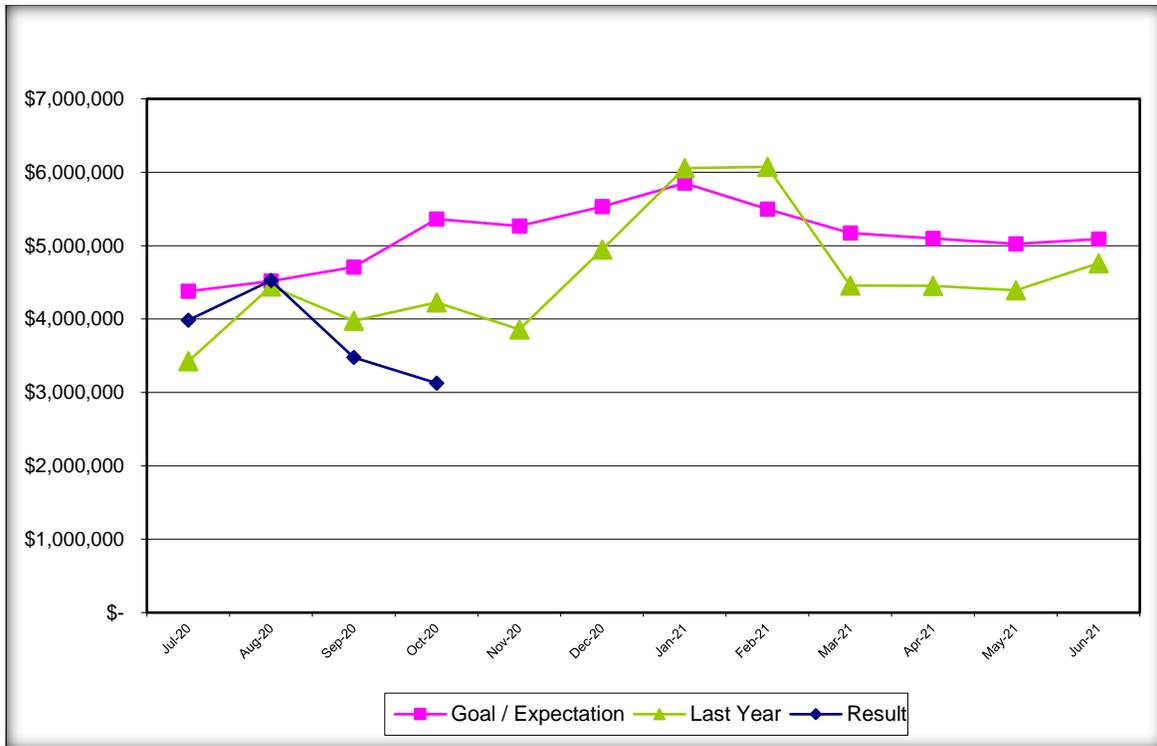


Figure 8: Fiscal Year 2021 Monthly Operating Expense – Electric

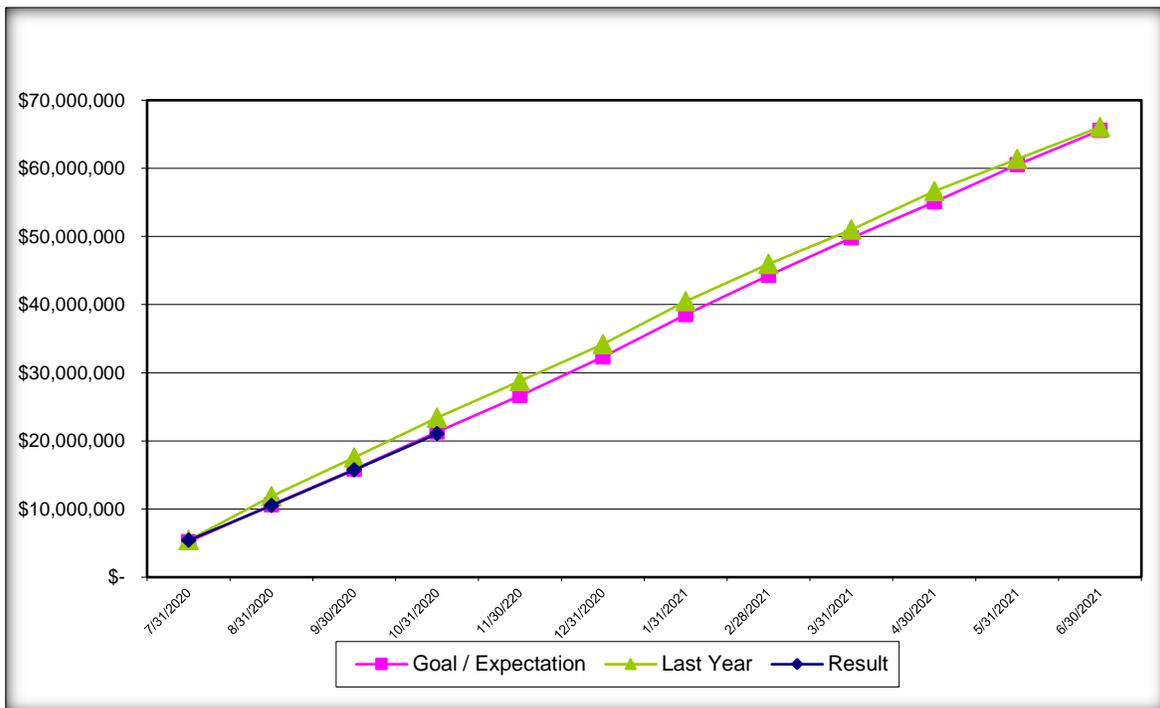


Figure 9: Fiscal Year 2021 Cumulative Operating Revenue – Electric

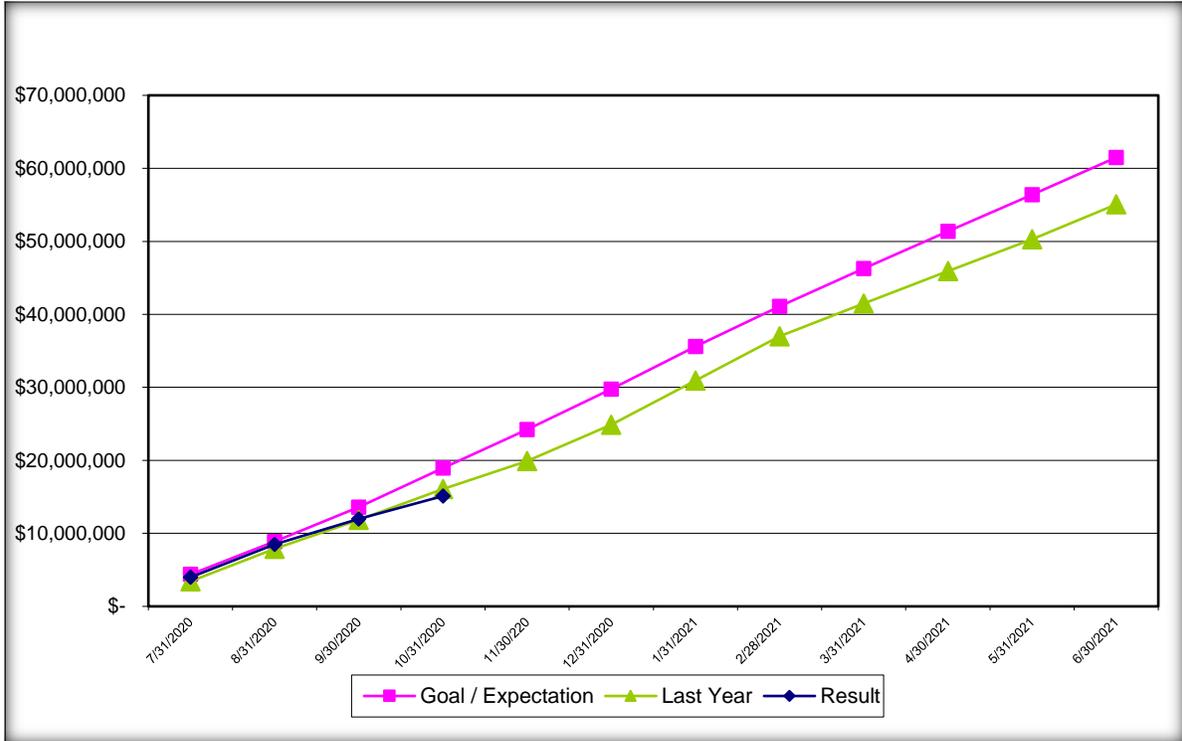
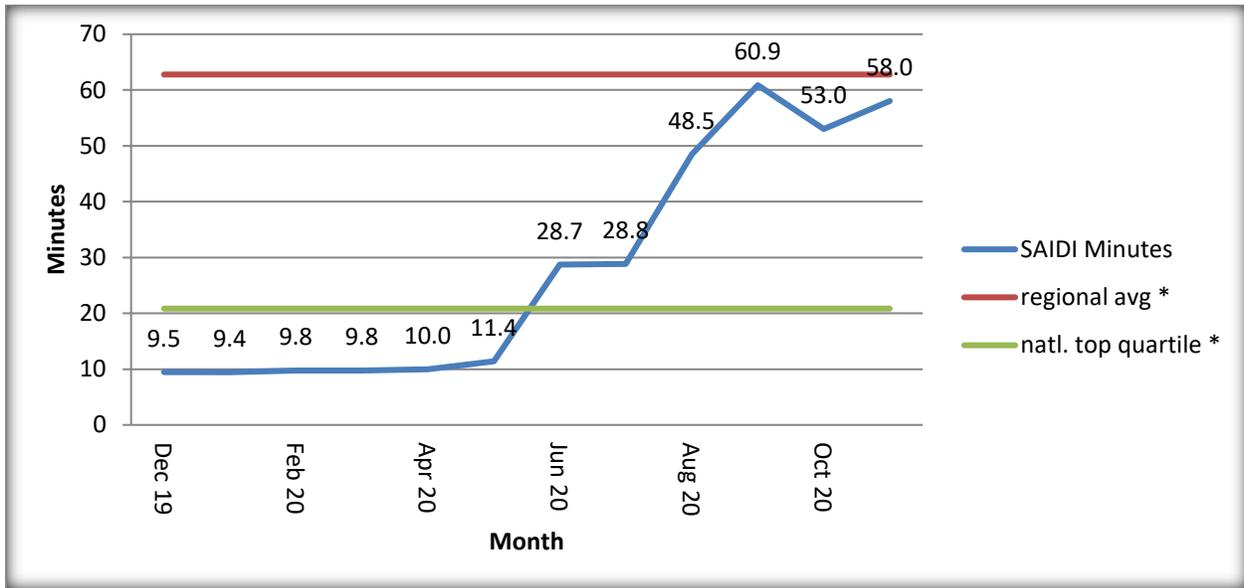


Figure 70: Fiscal Year 2021 Cumulative Operating Expense – Electric



## OPERATIONAL STATISTICS



**Figure 11: Rolling Twelve-Month System Average Interruption Duration Index (SAIDI)**

\*Based on Benchmark study of APPA Region 6

$$\text{SAIDI} = \frac{\text{Sum of customer-minutes off for all interruptions}}{\text{Total number of customers served}}$$

System Average Interruption Duration Index (SAIDI):

SAIDI is defined as the average duration of interruptions for customers served during a specified time period. Similar to CAIDI, but the number of customers served instead of affected is used. The unit is minutes. A common usage of SAIDI is "If all customers were without power the same amount of time, they would have been out for \_\_\_\_\_ minutes."

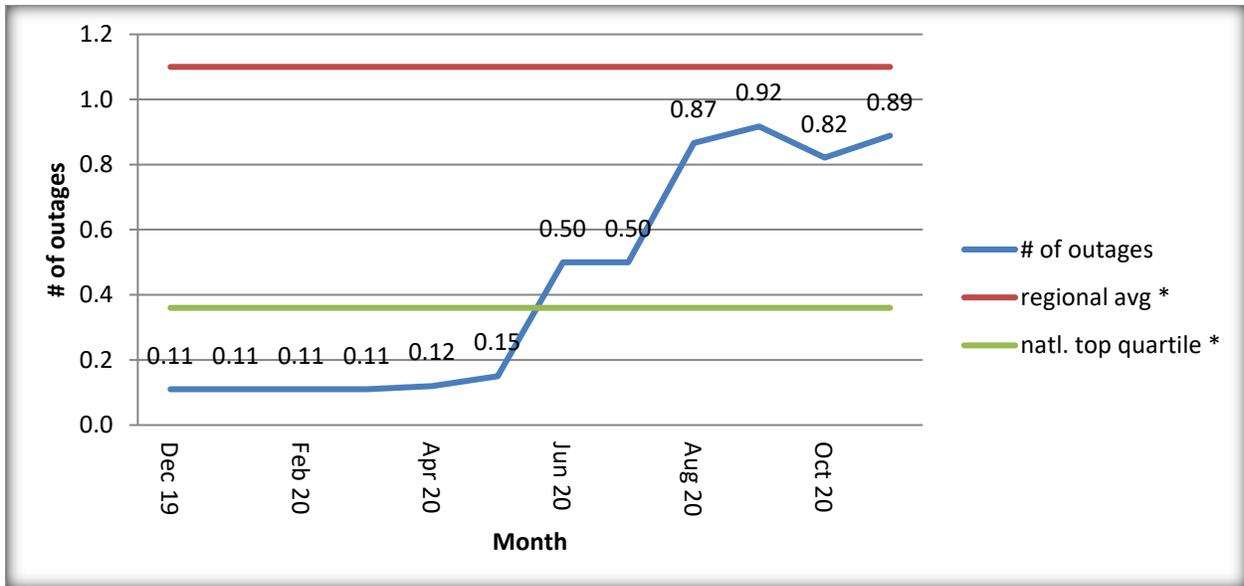
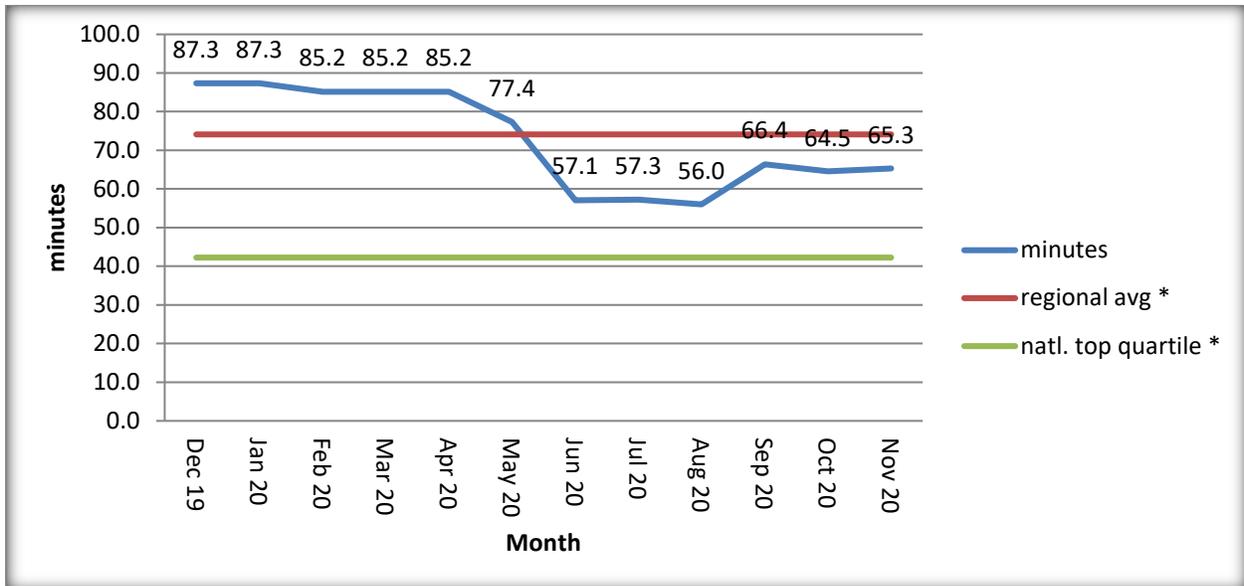


Figure 12: Rolling Twelve-Month System Average Interruption Frequency Index (SAIFI)

\*Based on Benchmark study of Western Regional Utilities

$$\text{SAIFI} = \frac{\text{Total \# of customers affected by interruptions}}{\text{Total number of customers served}}$$

System Average Interruption Frequency Index (SAIFI):  
 SAIFI describes the average number of times a customer experiences a sustained interruption during a specified time period. The unit for SAIFI is 'interruptions per customer'. A common usage of SAIFI is "On average, customers experienced \_\_\_\_\_ interruptions".



**Figure 13: Rolling Twelve-Month Customer Average Interruption Duration Index (CAIDI)**

\*Based on Benchmark study of Western Regional Utilities

$$\text{CAIDI} = \frac{\text{Sum of customer-minutes off for all sustained interruptions}}{\text{Total \# of customers affected by the sustained interruptions}}$$

**Customer Average Interruption Duration Index - CAIDI**

CAIDI is the weighted average length of an interruption for customers affected during a specified time period. The unit of CAIDI is minutes. A common usage of CAIDI is "The average customer that experienced an outage is out for \_\_\_\_\_ minutes."

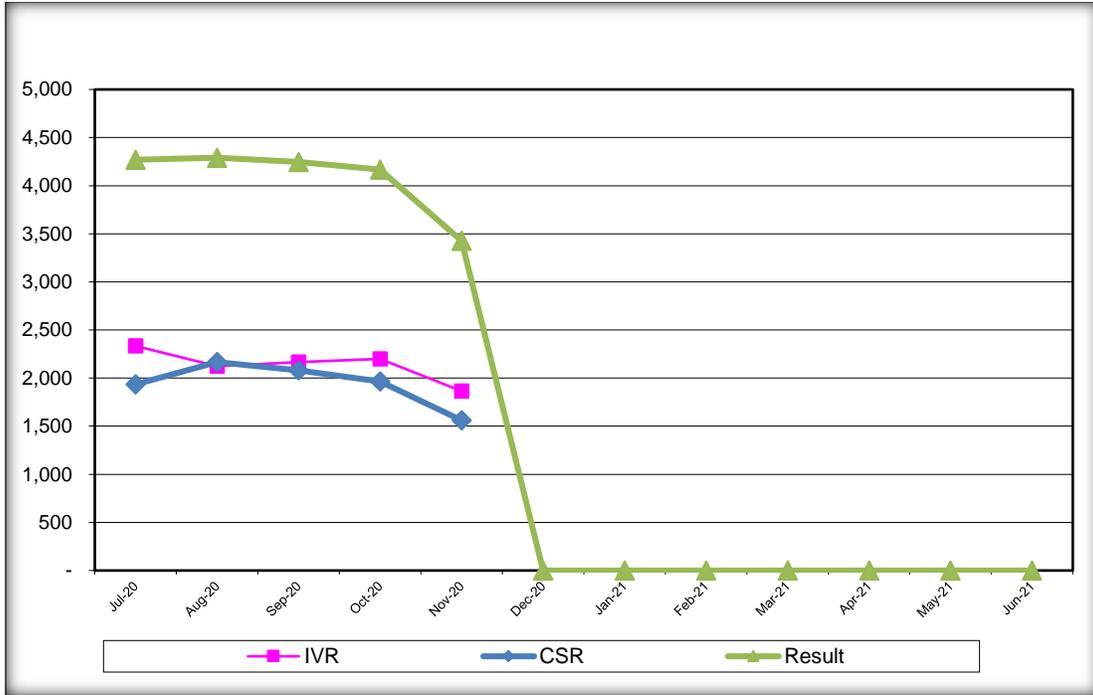


Figure 14: Fiscal Year 2021 Call Volume Through November 30, 2020