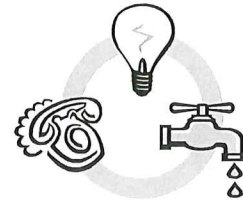


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



REGULAR MEETING AGENDA MARCH 12, 2020 8:30 A.M.

President Cory C. Moss
Commissioner Abraham N. Cruz
Commissioner Cathy Marcucci
Commissioner Mark D. Radecki
Commissioner Newell W. Ruggles



Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Commission:

- ▶ **Agenda Items:** Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the Commission on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Commission from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.

Americans with Disabilities Act:

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

-
1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comment

5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the Industry Public Utilities Commission (IPUC), the public, or staff request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands for February 27, 2020

RECOMMENDED ACTION: Ratify the Register of Demands.

5.2 Consideration of the Register of Demands for March 12, 2020

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.

5.3 Consideration of the minutes of the February 13, 2020 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6. **BOARD MATTERS**

6.1 Consideration of Resolution No. IPUC 2020-01 – A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION APPROVING AND ADOPTING THE FISCAL YEAR 2019-20 PROPOSED MID-YEAR BUDGET ADJUSTMENTS

RECOMMENDED ACTION: Adopt Resolution No. IPUC 2020-01.

6.2 Consideration of Amendment No. 2 to the Master Power Purchase and Sale Agreement and Confirmation with Calpine Energy Solutions, LLC, to update the Confirmation for Scheduling and Settlement Services Day Ahead Index Electricity, extending the Delivery Period through March 31, 2021

RECOMMENDED ACTION: Approve the Amendment.

6.3 Report from the General Manager of the La Puente Valley County Water District regarding the Industry Public Utilities Water Operations

RECOMMENDED ACTION: Receive and file the report.

7. **CLOSED SESSION**

7.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 820 S. 4th Street, La Puente, CA, also known as Assessor Parcel Number 8206-018-028
Agency Negotiators: Troy Helling, Public Utilities Director
James M. Casso, General Counsel
Joshua Nelson, IPUC Engineer
Negotiating Parties: Robin Brandt
Under Negotiation: Price and terms of payment

7.2 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 14001 Trailside Drive, La Puente, CA, also known as Assessor Parcel Number 8206-030-029
Agency Negotiators: Troy Helling, Public Utilities Director
James M. Casso, General Counsel
Joshua Nelson, IPUC Engineer
Negotiating Parties: Deanne T. Joe
Under Negotiation: Price and terms of payment

7.3 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 821 S. 4th Street, La Puente, CA, also known as Assessor Parcel Number 8206-018-029
Agency Negotiators: Troy Helling, Public Utilities Director
James M. Casso, General Counsel
Joshua Nelson, IPUC Engineer
Negotiating Parties: George M. Nazaroff / Anita J. Nazaroff
Under Negotiation: Price and terms of payment

7.4 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 804 S. 4th Street, La Puente, CA, also known as Assessor Parcel Number 8206-018-018
Agency Negotiators: Troy Helling, Public Utilities Director
James M. Casso, General Counsel
Joshua Nelson, IPUC Engineer
Negotiating Parties: Daniel S. Rivas
Under Negotiation: Price and terms of payment

8. Adjournment. Next regular meeting: Thursday, April 9, 2020 at 8:30 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.1

INDUSTRY PUBLIC UTILITIES COMMISSION
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting February 27, 2020

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC - ELECTRIC	57,521.58

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFBK	IPUC ELECTRIC WELLS FARGO CHK	57,521.58

APPROVED PER CITY MANAGER

**Industry Public Utilities Commission
Wells Fargo - Electric
February 27, 2020**

Checks	Date				Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK						
10383	02/13/2020				AT & T	\$447.26
	Invoice	Date	Description			Amount
	0722282506	01/23/2020	12/19-01/18/20 SVC - 600 S. BREA CYN METROLINK			\$176.00
	3115312804	02/01/2020	02/01-02/29/20 SVC - 600 S BREA CYN - METROLINK			\$271.26
10384	02/13/2020				FRONTIER	\$2,085.50
	Invoice	Date	Description			Amount
	2020-00001182	01/19/2020	01/19-02/08/20 SVC - 21660 VALLEY BLVD			\$61.35
	2020-00001183	01/22/2020	01/22-02/21/20 SVC - EM-21733 BAKER PKWY			\$56.65
	2020-00001184	01/25/2020	01/25-02/24/20 SVC - 21760 GARCIA LN			\$73.22
	2020-00001185	01/25/2020	01/25-02/24/20 SVC - 21535 BAKER PKWY			\$56.65
	2020-00001186	01/28/2020	01/28-02/27/20 SVC - 21912 GARCIA LN			\$73.22
	2020-00001187	01/28/2020	01/28-02/27/20 SVC - 21700 BAKER PKWY			\$56.65
	2020-00001188	01/28/2020	01/28-02/27/20 SVC - 179 S. GRAND AVE			\$40.93
	2020-00001189	02/01/2020	02/01-02/29/20 SVC - GS-21650 VALLEY BLVD			\$56.65
	2020-00001190	02/01/2020	02/01-02/29/20 SVC - GS-21700 VALLEY BLVD			\$60.41
	2020-00001191	02/01/2020	02/01-02/29/20 SVC - VARIOUS SITES			\$1,416.14
	2020-00001192	02/04/2020	02/04-03/03/20 SVC - GS-21620 VALLEY BLVD			\$60.41
	2020-00001193	02/04/2020	02/04-03/03/20 SVC - EM - 21858 GARCIA LN			\$73.22
10385	02/13/2020				SO CALIFORNIA EDISON COMPANY	\$15,759.69
	Invoice	Date	Description			Amount
	2020-00001194	01/28/2020	11/01-01/24/20 SVC - 600 S BREA CYN RD			\$115.00
	2020-00001195	02/04/2020	01/01-02/01/20 SVC - 600 BREA CYN RD			\$425.70
	2020-00001196	02/07/2020	01/01-02/01/20 SVC - 208 S WADDINGHAM WAY			\$15,218.99
10386	02/13/2020				SO CALIFORNIA EDISON COMPANY	\$112.37

**Industry Public Utilities Commission
Wells Fargo - Electric
February 27, 2020**

Checks	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	Invoice	Date	Description	Amount
	7501087528	01/27/2020	10/01-10/31/19 SVC - RELIABILITY SVC	\$112.37
10387	02/13/2020		SOCALGAS	\$50.00
	Invoice	Date	Description	Amount
	2020-00001197	02/07/2020	01/01-02/01/20 SVC - 1 INDUSTRY HILLS PKWY UNIT B	\$50.00
10388	02/27/2020		CNC ENGINEERING	\$14,545.00
	Invoice	Date	Description	Amount
	500293	02/13/2020	INSTALLATION OF DIST FEEDER CABLE	\$1,595.00
	500294	02/13/2020	CITY ELECTRICAL FACILITIES	\$10,930.00
	500295	02/13/2020	METROLINK SOLAR SYSTEM MAINT	\$2,020.00
10389	02/27/2020		INTERTIE	\$6,630.00
	Invoice	Date	Description	Amount
	1714	02/08/2020	ENERGY CONSULTANT SVC	\$6,630.00
10390	02/27/2020		PACIFIC UTILITY INSTALLATION	\$4,641.00
	Invoice	Date	Description	Amount
	21121	01/31/2020	SUBSTATION MAINT	\$441.00
	21119	01/31/2020	SUBSTATION MAINT	\$4,200.00
10391	02/27/2020		RICHARD HEATH & ASSOCIATES, INC.	\$3,113.50
	Invoice	Date	Description	Amount
	IPUC-20-01R1	01/31/2020	LIGHTING PRE-INSPECTION REPORT	\$3,113.50
10392	02/27/2020		TRIMARK ASSOCIATES, INC.	\$1,726.67

**Industry Public Utilities Commission
Wells Fargo - Electric
February 27, 2020**

Checks	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	Invoice	Date	Description	Amount
	20200102	02/01/2020	MAINT SVC-METRO SOLAR	\$1,726.67
10393	02/27/2020		UNDERGROUND SERVICE ALERT OF	\$59.50
	Invoice	Date	Description	Amount
	120200157	02/01/2020	DIG ALERTS	\$59.50
10394	02/27/2020		UNDERGROUND SERVICE ALERT OF	\$351.09
	Invoice	Date	Description	Amount
	DSB20190113	02/01/2020	CALIF STATE FEE-TOTAL FOR 2019	\$351.09
10395	02/27/2020		WESTERN POWER PROJECT ADVISOR	\$8,000.00
	Invoice	Date	Description	Amount
	IPUC 02	02/06/2020	ENGINEERING SVC-SMART METERS	\$8,000.00

Checks	Status	Count	Transaction Amount
	Total	13	\$57,521.58

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.2

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting March 12, 2020

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
161	IPUC ELECTRIC FUND	196,330.86
560	IPUC WATER FUND	42,158.00
TOTAL ALL FUNDS		238,488.86

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	196,330.86
IPUC.CHK	IPUC WATER BOFA CKING	42,158.00
TOTAL ALL BANKS		238,488.86

APPROVED PER CITY MANAGER

Industry Public Utilities Commission

Wells Fargo - Electric

March 12, 2020

Check	Date			Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
10396	02/27/2020			CALPINE ENERGY SOLUTIONS, LLC	\$159,988.89
	Invoice	Date	Description	Amount	
	200510012133492	02/20/2020	WHOLESALE USE-JAN 2020	\$159,988.89	
10397	02/27/2020			FRONTIER	\$625.83
	Invoice	Date	Description	Amount	
	2020-00001265	02/10/2020	2/10-3/09/20 SVC G.S 747 S. ANAHEIM PUENTE RD	\$168.39	
	2020-00001266	02/07/2020	2/7-3/6/20 SVC G.S 408 BREA CYN RD	\$32.81	
	2020-00001267	02/10/2020	2/10-3/09/20 SVC E.M 21860 GARCIA LN	\$56.65	
	2020-00001268	02/10/2020	2/10-3/09-20 SVC E.M 21508 BAKER PKWY BLDG 22	\$56.65	
	2020-00001269	02/10/2020	2/10-3/09/20 SVC E.M 21808 GARCIA LN	\$73.22	
	2020-00001270	02/10/2020	2/10-3/09/20 SVC 600 BREA CANYON RD	\$238.11	
10398	02/27/2020			INDUSTRY PUBLIC UTILITY	\$7,952.43
	Invoice	Date	Description	Amount	
	2020-00001264	02/14/2020	1/10-2/10/20 SVC 600 BREA CANYON	\$7,952.43	
10399	03/04/2020			FRONTIER	\$166.96
	Invoice	Date	Description	Amount	
	2020-00001317	02/19/2020	2/19-3/18/20 SVC E.M 21415 BAKER PKWY	\$56.65	
	2020-00001318	02/19/2020	2/19-3/18/20 SVC E.M 21438 BAKER PKWY	\$56.65	
	2020-00001319	02/16/2020	2/16-3/15/20 SVC G.S 208 OLD RANCH RD	\$53.66	
10400	03/12/2020			APPLIED METERING TECHNOLOGIES	\$3,742.50
	Invoice	Date	Description	Amount	
	6346	02/19/2020	UTILITY OPERATIONS-FEB 2020	\$3,742.50	

Industry Public Utilities Commission

Wells Fargo - Electric

March 12, 2020

Check	Date				Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK						
10401	03/12/2020				BUTSKO UTILITY DESIGN INC.	\$2,720.00
	Invoice	Date	Description			Amount
	153569	02/21/2020	UTILITY ENGINEERING-DEC 2019/JAN 2020			\$2,720.00
10402	03/12/2020				CNC ENGINEERING	\$17,481.25
	Invoice	Date	Description			Amount
	500310	02/27/2020	INSTALLATION OF DISTRIBUTION FEEDER CABLE			\$405.00
	500311	02/27/2020	CITY ELECTRICAL FACILITIES			\$16,881.25
	500312	02/27/2020	METROLINK SOLAR SYSTEM MAINT			\$195.00
10403	03/12/2020				ENCO UTILITY SERVICES	\$2,565.00
	Invoice	Date	Description			Amount
	IPUC-2020-42834	01/04/2020	CUSTOMER ACCOUNT SVC-JAN 2020			\$2,565.00
10404	03/12/2020				TATTLETALE	\$1,088.00
	Invoice	Date	Description			Amount
	59331	02/11/2020	UPGRADE WIRELESS RECEIVER-WADDINGHAM			\$544.00
	59330	02/11/2020	UPGRADE WIRELESS RECEIVER-METROLINK SOLAR			\$544.00

Checks	Status	Count	Transaction Amount
Total		9	\$196,330.86

Industry Public Utilities Commission

Bank of America - Water

March 12, 2020

Check	Date			Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking					
40448	02/13/2020			SO CALIFORNIA EDISON COMPANY	\$7,603.61
	Invoice	Date	Description		Amount
	2020-00001180	02/04/2020	12/31-01/30/20 SVC - 1991 WORKMAN MILL U		\$7,603.61
40449	03/12/2020			INDUSTRY PUBLIC UTILITIES	\$1,500.00
	Invoice	Date	Description		Amount
	MARCH 2020	02/27/2020	REPLENISH PAYROLL ACCOUNT FOR MARCH 2020		\$1,500.00
40450	03/12/2020			ROWLAND WATER DISTRICT	\$33,054.39
	Invoice	Date	Description		Amount
	I-01/31/2020-B	01/31/2020	CONTRACT SVC-JAN 2020		\$801.60
	I-01/31/2020-A	01/31/2020	CONTRACT SVC-JAN 2020		\$7,010.88
	12/31/2019-A	12/31/2019	CONTRACT SVC-DEC 2019		\$23,381.67
	12/31/2019-B	12/31/2019	CONTRACT SVC-DEC 2019		\$1,860.24

Checks	Status	Count	Transaction Amount
	Total	3	\$42,158.00

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 13, 2020
PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Cory C. Moss, President
Abraham N. Cruz, Commissioner
Cathy Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, General Counsel; Josh Nelson, Director of Public Works/City Engineer; and Julie Robles, Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 23, 2020

RECOMMENDED ACTION: Ratify the Register of Demands.

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR February 13, 2020

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.

5.3 CONSIDERATION OF THE MINUTES OF THE JANUARY 9, 2020 REGULAR MEETING

RECOMMENDED ACTION: Approve as submitted.

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 13, 2020
PAGE 2

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER CRUZ TO APPROVE THE CONSENT CALENDAR AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

BOARD MATTERS

6.1 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENCO UTILITY SERVICES LLC, TO PROVIDE ELECTRIC UTILITY CUSTOMER SERVICES, FOR AN AMOUNT NOT-TO-EXCEED \$213,800.00 THROUGH DECEMBER 9, 2022

RECOMMENDED ACTION: *Approve the Amendment.*

Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER MARCUCCI TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

6.2 CONSIDERATION OF AWARD OF CONTRACT NO. IPUC-0007, INSTALLATION OF DISTRIBUTION FEEDER CABLE AND PAD MOUNTED SWITCHES AT IBC EAST AND IBC WEST, TO PACIFIC UTILITY INSTALLATION, INC. IN AN AMOUNT NOT TO EXCEED \$3,366,095.00

Director of Public Works/City Engineer, Josh Nelson provided a staff report and Power Point Presentation and was available to answer any questions.

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 13, 2020
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**6.4 INDUSTRY PUBLIC UTILITIES WATER OPERATIONS QUARTERLY REPORT
(OCTOBER-DECEMBER 2019)**

RECOMMENDED ACTION: *Receive and file the report.*

General Manager Greg Galindo, from the La Puente Valley County Water District, presented a report to the Commission and was available to answer any questions.

MOTION BY COMMISSIONER CRUZ, AND SECOND BY PRESIDENT MOSS TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:41 a.m.

CORY C. MOSS
PRESIDENT

JULIE ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 6.1



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: Honorable Chairman and Board Members

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance *YP*

DATE: March 12, 2020

SUBJECT: **Presentation of the FY 2019-2020 Mid-Year Budget Report, and Consideration to approve and adopt the IPUC-Electric FY 2019-2020 Mid-Year Budget Report and approve and adopt Resolution No. IPUC 2020-01, approving the FY 2019-2020 Mid-Year Budget Amendments**

BACKGROUND:

On June 13, 2019, IPUC adopted the FY 2019-2020 ("FY 20") Budget. Throughout the fiscal year, unanticipated revenues and expenditures arise that potentially impact the approved budget, and therefore require budget amendments.

DISCUSSION:

On June 13, 2019, IPUC budgeted total revenues for IPUC – Electric of \$5,706,000 and \$5,611,000 of expenditures, which represents approximately a \$95,000 increase in fund balance for 2019-2020.

The FY 20 Mid-Year Budget Update will discuss changes to revenue and/or expenditures through the halfway point of the year and provide an overview of the FY 19-20 Proposed Budget Amendments.

- **IPUC Electric**-The FY 20 midyear adjustment proposes a decrease of \$358,000 in the IPUC's electric enterprised fund; it is primarily due to the reduction of professional/engineering services and power purchase.

FISCAL IMPACT

The FY 20 Proposed Budget Amendments for the IPUC Budget will decrease Electric Fund expenses by \$358,000.

RECOMMENDATION

Staff recommends that the IPUC Board receive and file the FY 20 Mid-Year Budget Report and adopt Resolution No. IPUC 2020-01, approving the Proposed FY 20 Mid-Year Budget Amendments.

Attachments:

1. Resolution IPUC 2020-01: Resolution Approving and Adopting FY 2019-2020 Proposed Mid-Year Budget Amendments
2. Exhibit A – FY 2019-20 Proposed IPUC Budget
3. Exhibit B – FY 2019-20 Proposed IPUC Capital Project List

RESOLUTION NO. IPUC 2020-01

A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION APPROVING AND ADOPTING THE FISCAL YEAR 2019-20 PROPOSED MID-YEAR BUDGET ADJUSTMENTS

WHEREAS, on June 13, 2019, the Industry Public Utilities Commission (“IPUC”) adopted its FY 2019-2020 (“FY 20”) Budget; and

WHEREAS, throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments; and

WHEREAS, on March 12, 2020, the FY 20 Mid-Year Budget Report was presented to the IPUC Board, which provided an update on the IPUC’s fiscal performance through the mid-point of the fiscal year, from July 1, 2019, through December 31, 2019, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

WHEREAS, the FY 20 Mid-Year Budget Report also presented an overview of the FY 20 Mid-Year Budget Amendments for the Board’s consideration to approve and amend the FY 20 Adopted Budget.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE INDUSTRY PUBLIC UTILITIES COMMISSION, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The IPUC received a presentation on the FY 2019-20 Mid-Year Budget Report and hereby receives and files same.

Section 3. The IPUC hereby approves the FY 20 Mid-Year Budget Amendments, attached hereto as Exhibit A, and incorporated herein by reference. subject to any necessary allocations by the City of Industry City Council.

Section 4. The IPUC Board hereby authorizes the Public Utilities Director, or his designee, to make the appropriate changes and budget amendments in the IPUC’s Financial System.

Section 5. The Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 7. This Resolution shall be effective immediately.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Industry Public Utilities Commission, at a regular meeting held on March 12, 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS

ABSTAIN: BOARD MEMBERS

ABSENT: BOARD MEMBERS

Cory C. Moss, President

ATTEST:

Julie Gutierrez-Robles, Secretary

**INDUSTRY PUBLIC UTILITY COMMISSION
MID-YEAR BUDGET UPDATE
REVENUE/EXPENSES SUMMARY
FISCAL YEAR 2019-2020**

		Exhibit A			
FUND	CATEGORY	DESCRIPTION	ADOPTED BUDGET FY 19-20	MID-YEAR BUDGET AMENDMENT FY 19-20	PROPOSED AMENDED BUDGET FY 19-20
161	EXPENDITURE				
	IPUC - Electric	Detail			
		Dues and Subscriptions	5,000.00	4,000.00	9,000.00
		Professional Services	301,000.00	107,000.00	408,000.00
		Legal Services	200,000.00	(188,000.00)	12,000.00
		Utility Electric	385,000.00	33,000.00	418,000.00
		General engineering	650,000.00	(178,000.00)	472,000.00
		Contract Labor - Professional & Technical Services	410,000.00	(85,000.00)	325,000.00
		Electric Purchase Power	2,900,000.00	(179,000.00)	2,721,000.00
			<u>4,851,000.00</u>	<u>(486,000.00)</u>	<u>4,365,000.00</u>
	IPUC- Metrolink Station	Detail			
		Professional Services	30,000.00	30,000.00	60,000.00
		Small Equipment's & Supplies	130,000.00	98,000.00	228,000.00
			<u>160,000.00</u>	<u>128,000.00</u>	<u>288,000.00</u>
		Total IPUC Electric	<u><u>5,611,000.00</u></u>	<u><u>(358,000.00)</u></u>	<u><u>5,253,000.00</u></u>

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
CAPITAL IMPROVEMENT BUDGET
FISCAL YEAR 2019-2020**

Exhibit B

DESCRIPTION	ADOPTED BUDGET FY 19-20	MID-YEAR BUDGET AMENDMENT FY 19-20	PROPOSED AMENDED BUDGET FY 19-20
Grade Separation	4,775,000.00	(300,000.00)	4,475,000.00
Street Widening, Reconstruction, Resurfacing and Slurry Seal	20,630,000.00	(8,835,000.00)	11,795,000.00
Bridge Widening, Seismic Retrofit, and Preventative Maintenance	11,745,000.00	(450,000.00)	11,295,000.00
Traffic Signal and Traffic Related Improvements	6,050,000.00	(1,280,000.00)	4,770,000.00
Strom Drain & Stormwater Improvements	3,095,000.00	(1,165,000.00)	1,930,000.00
IPUC - Water Utility	2,070,000.00	(416,000.00)	1,654,000.00
IPUC - Electric Utility	5,237,000.00	(4,335,000.00)	902,000.00
Expo Center at Industry Hills	8,650,000.00	(6,397,800.00)	2,252,200.00
Industry Hills Golf & Convention Facilities	765,000.00	(95,000.00)	670,000.00
Open Spaces/Tonner Canyon & Tres Hermanos	1,105,000.00	(355,000.00)	750,000.00
Civic Center Facilities	1,430,000.00	(1,010,000.00)	420,000.00
Facilities Improvements	4,970,000.00	(5,282,800.00)	(312,800.00)
CAPITAL IMPROVEMENTS FUND-TOTAL EXPENDITURES	70,522,000.00	(29,921,600.00)	40,600,400.00

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 6.2



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: Honorable President Moss and Commissioners

FROM: Troy Helling, Public Utilities Director *TH*

STAFF: Joshua Nelson, IPUC Engineer *JN*
Dev Birla, Operations Manager, CNC Engineering

DATE: March 12, 2020

SUBJECT: Consideration of Amendment No. 2 to the Master Power Purchase and Sale Agreement and Confirmation with Calpine Energy Solutions, LLC, to update the Confirmation for Scheduling and Settlement Services Day Ahead Index Electricity, extending the Delivery Period through March 31, 2021

Background:

The California Independent System Operator (“CAISO”) was created by the California Legislature in 1998, as part of the state restructuring of electricity markets. The legislation was passed in response to the Federal Energy Regulatory Commission’s (“FERC”) recommendations following passage of the federal Energy Policy Act of 1992, which removed barriers to competition in the wholesale generation of the electricity markets. CAISO oversees the operation of California’s wholesale generation and transmission facilities and their control systems.

Scheduling coordinators are the intermediaries between CAISO and the utilities. Coordinators schedule with CAISO the route on the transmission grid they plan to transport electricity on behalf of the utility, showing how they match the utility’s customer requirements and supply. Coordinators undertake daily scheduling, dispatching, and energy accounting services on behalf of their clients. Utilities can incur additional CAISO charges for scheduling energy in the day-ahead hourly market that are different than the actual energy requirements.

On March 30, 2018, the Industry Public Utilities Commission (“IPUC”) approved a Master Power Purchase and Sale Agreement (“Agreement”) with Calpine Energy Solutions, LLC, (“Calpine”). Calpine is a CAISO-certified scheduling coordinator and acts as the duly authorized agent of the IPUC to schedule the forecasted power to meet its customer requirements. Their work includes the real-time scheduling of electric energy, dispatching and energy accounting services. The Agreement also included a “Confirmation for Scheduling & Settlement Services Day Ahead Index Electricity” (“Confirmation”) document which supplements the Agreement.

Thereafter, on March 28, 2019, the IPUC approved Amendment No. 1 to the Agreement amending the Confirmation's table of the forecasted hourly customer requirements (the Schedule of Hourly Contract Quantities) from March 29, 2018 to March 7, 2019.

Discussion:

Within the Confirmation document is a delivery period. This period is essentially the term of the Confirmation. The end date of the Confirmation is set to expire on March 31, 2020. Amendment No. 2 to the Master Power Purchase and Sale Agreement is necessary to amend the end date of the Confirmation and extend the Delivery Period through March 21, 2021, in order to continue receiving the Scheduling and Settlement Services.

Fiscal Impact:

In the 2019- 2020 Fiscal Year Budget, \$2,900,000 was budgeted for Electric Power Purchase under (Account No. 161-300-6414). Calpine's monthly fee of \$3,000 remains the same. No appropriations are required.

Recommendation:

It is recommended that the IPUC approve Amendment No. 2 to Master Power Purchase and Sale Agreement and Confirmation with Calpine Energy Solutions, LLC to extend the Delivery Period of the Confirmation through March 31, 2021.

Exhibit:

Amendment No. 2 to the Master Power Purchase and Sales Agreement with Calpine Energy Solutions, LLC. dated March 12, 2020

TH/JN/DB:jf

EXHIBIT A

Amendment No. 2 to Master Power Purchase and Sale Agreement with Calpine Energy Solutions LLC., dated March 12, 2020

[Attached]

**AMENDMENT NO. 2
TO MASTER POWER PURCHASE AND SALE AGREEMENT
BETWEEN
INDUSTRY PUBLIC UTILITIES COMMISSION
AND
CALPINE ENERGY SOLUTIONS, LLC**

This Amendment No. 2 (“Amendment”) to the Master Power Purchase and Sale Agreement (“Agreement”) is made and entered into this 12th day of March, 2020 (“Effective Date”) by and between the Industry Public Utilities Commission, a public body (“IPUC”), and Calpine Energy Solutions, LLC (“Calpine”). The IPUC and Calpine are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about March 30, 2018, the IPUC approved under the Agreement that certain Confirmation for Scheduling & Settlement Services and Day Ahead Index Electricity (the “Confirmation”), under which Calpine sells electric energy to IPUC and performs certain scheduling coordinator services and settlement services for IPUC; and

WHEREAS, on or about March 28, 2019, the IPUC approved Amendment No. 1 to the Agreement amending the “Schedule of Hourly Contract Quantities” dated March 29, 2018, with the “Schedule of Hourly Contract Quantities” dated March 7, 2019, as the Confirmation no longer matched the forecasted customer metered requirements; and

WHEREAS, the Confirmation for Scheduling & Settlement Services Day Ahead Index Electricity document is set to expire on March 31, 2020, and an amendment is necessary to extend the Delivery Period by updating the Confirmation through March 31, 2021, in order for Consultant to continue providing the Scheduling and Settlement Services; and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided:

Confirmation for Scheduling & Settlement Services Day Ahead Index Electricity

Section 2. Delivery Period of the Confirmation for Scheduling & Settlement Services Day Ahead Index Electricity is hereby revised to read in its entirety as follows:

This Confirmation shall be in full force and effect as of the Confirmation Date. The terms set forth herein shall apply from the Start Date through the End Date:

Start Date:	End Date:
April 1, 2020	March 31, 2021

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

**“IPUC”
INDUSTRY PUBLIC UTILITIES
COMMISSION**

**“CALPINE”
CALPINE ENERGY SOLUTIONS, LLC**

By: _____
Troy Helling, Public Utilities Director

By: _____
Sean Fallmer, Vice President - Regional
Pricing and Supply

Attest:

By: _____
Julie Gutierrez-Robles, Commission Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 2:

**MASTER POWER PURCHASE AND SALE AGREEMENT BETWEEN
INDUSTRY PUBLIC UTILITIES COMMISSION AND CALPINE ENERGY
SOLUTIONS, LLC DATED MARCH 30, 2018**

**MASTER POWER PURCHASE AND SALE AGREEMENT
COVER SHEET**

This *Master Power Purchase and Sale Agreement* ("Master Agreement") is made as of the following date: March 30, 2018 ("Effective Date"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "Agreement." The Parties to this *Master Agreement* are the following:

Calpine Energy Solutions, LLC ("Calpine" or "Party A") Industry Public Utilities Commission ("IPUC" or "Party B")

All Notices:

Street: 401 West A Street, Suite 500

City: San Diego, CA Zip: 92101

Attn: Contract Administration

Facsimile: (619) 684-8251

CSCContracts@calpinesolutions.com

Duns: 96-825-4276

Federal Tax ID Number: 77-0212977

All Notices:

Street: 15625 E. Stafford

City: City of Industry Zip: 91744

Attn: Contract Administration

Phone: 626-333-2211

Facsimile: 626-961-6795

Duns: 07-88-24471

Federal Tax ID Number: 95-6006023

Invoices:

Attn: Wholesale Settlements

Phone: (619) 684-8268

Facsimile: (619) 684-8380

Email: wholesalesettlements@calpinesolutions.com

Invoices:

Attn: Accounts Payable

Phone: 626-333-2211

Facsimile: 626-961-6795

Email: coiap@cityofindustry.org

Confirmations:

Attn: Confirmations

Phone: (619) 684-8205

Facsimile: (866) 565-8450

Email: CSCConfirmations@calpinesolutions.com

Confirmations:

Attn: Industry Public Utilities Commission

Phone: 626-498-2494

Facsimile: 626-961-6795

Scheduling:

Attn: Industry Public Utilities Commission

Phone: 626-498-2494

Facsimile: 626-961-6795

Scheduling:

Attn: Energy Commodity Operations

Phone: (619) 684-8184

Facsimile: (619) 684-8365

Email: CSPowerScheduling@calpinesolutions.com

Payments:

Attn: Wholesale Settlements

Phone: (619) 684-8268

Facsimile: (619) 684-8380

Email: wholesalesettlements@calpinesolutions.com

Payments:

Attn: Industry Public Utilities Commission

Phone: 626-498-2494

Facsimile: 626-961-6795

Wire Transfer:

BNK: JPMorgan Chase Bank, N.A.

ABA: 021000021

ACCT: 496581302

Wire Transfer:

BNK: Wells Fargo Bank, N.A

ABA: 121000248

ACCT: 3418109702

Credit and Collections:

Attn: Credit Risk

Phone: (619) 684-8284

Email (Notice): CSCreditRisk@calpinesolutions.com

With additional Notices of an Event of Default or
Potential Event of Default to:

Attn: Legal Department

Facsimile: (619) 684-8350

Email: CSLegal@calpinesolutions.com

Credit and Collections:

Attn: Susan Paragas, Director of Finance

Phone: 626-333-2211, Ext. 120

Facsimile: 626-961-6795

With additional Notices of an Event of Default or
Potential Event of Default to:

Attn: Susan Paragas, Director of Finance

Phone: 626-333-2211, Ext. 120

Facsimile: 626-961-6795

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff Tariff: FERC Dated: Feb. 15, 2017 Docket Number: ER17-696-000

Party B Tariff Tariff: _____ Dated: _____ Docket Number: _____

Article Two

Transaction Terms and Conditions Optional provision in Section 2.4. If not checked, inapplicable.

Article Four

Remedies for Failure to Deliver or Receive Accelerated Payment of Damages. If not checked, inapplicable.

Article Five

Events of Default; Remedies

- Cross Default for Party A:
- Party A: _____ Cross Default Amount: _____
- Other Entity: Calpine Corporation Cross Default Amount: \$100,000,000.00
- Cross Default for Party B:
- Party B: _____ Cross Default Amount: _____
- Other Entity: _____ Cross Default Amount: _____

5.6 Closeout Setoff

- Option A (Applicable if no other selection is made.)
- Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: _____
- Option C (No Setoff)

Article Eight

Credit and Collateral Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify: _____
- Option C Specify: _____

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
 Applicable

If applicable, the provisions of Section 8.1 (c) of the Agreement shall be replaced by the provisions of the Collateral Annex attached hereto.

(d) Downgrade Event:

- Not Applicable
 Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party B if Party B's Guarantor's Credit Rating falls below _____ from S&P and _____ from Moody's or if Party B's Guarantor is not rated by either S&P or Moody's
- Other:
Specify:

(e) Guarantor for Party B:

Guarantee Amount: _____

8.2 Party B Credit Protection:

(a) Financial Information:

- Option A
 Option B Specify: Calpine Corporation
 Option C Specify: as available

(b) Credit Assurances:

- Not Applicable
 Applicable

(c) Collateral Threshold:

- Not Applicable
 Applicable

If applicable, the provisions of Section 8.2 (c) of the Agreement shall be replaced by the provisions of the Collateral Annex attached hereto.

(d) Downgrade Event:

- Not Applicable
 Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party A if Party A's Guarantor's Credit Rating falls below ____ from S&P and ____ from Moody's or if Party A's Guarantor is not rated by either S&P or Moody's
- Other:

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Specify:

(e) Guarantor for Party A: Not Applicable.

Guarantee Amount: _____

Article Ten

Confidentiality Confidentiality Applicable If not checked, inapplicable.

Schedule M

- Party A is a Governmental Entity or Public Power System
- Party B is a Governmental Entity or Public Power System
- Add Section 3.6. If not checked, inapplicable
- Add Section 8.6. If not checked, inapplicable

Other Changes: Specify, if Any: See "Other Changes" Attached Hereto

**“OTHER CHANGES” TO EEI STANDARDIZED
MASTER POWER PURCHASE AND SALE AGREEMENT**

ARTICLE ONE: GENERAL DEFINITIONS

Section 1.27 is amended by deleting the word “transferable” in the first line and inserting the following after the last sentence:

“The value of the Letter of Credit shall be its principal amount (the “Value”), provided that if the Letter of Credit expires within thirty days after the date its Value is being determined, its Value shall be zero. Notwithstanding Article 8, the Secured Party need not return a Letter of Credit unless the entire principal amount is required to be returned. If a Party has delivered more than one form of Performance Assurance to the Secured Party, when a return of Performance Assurance is to be made, the Secured Party may elect which form to transfer.”

Section 1.50 is amended by deleting the words “Section 2.4” and replacing them with the words “Section 2.5”.

Section 1.51 is amended by deleting the phrase “at Buyer's option” from the fifth line and replacing it with the phrase “absent a purchase”.

Section 1.53 is amended by deleting the phrase “at Seller’s option” from the fifth line and replacing it with the phrase “absent a sale”.

ARTICLE TWO: TRANSACTIONS TERMS AND CONDITIONS

Section 2.1 is amended by deleting the words “orally or, if expressly required by either Party with respect to a particular Transaction,” in the second line.

Section 2.4 is amended by deleting the words “either orally or” in the seventh line.

Section 2.5 is deleted in its entirety.

ARTICLE EIGHT: CREDIT AND COLLATERAL REQUIREMENTS

Section 8.3 is amended by inserting the following at the end:

“All cash collateral shall bear interest calculated on a daily basis at overnight LIBID as from time to time in effect (as reported on Telerate), with the net amount of interest accrued monthly being payable on the third Business Day of the following month. Each Party shall have the free and unrestricted right to use and dispose of all cash collateral which it holds, subject only to its obligations to return such collateral if and when so required under this Agreement.”

ARTICLE TEN: MISCELLANEOUS

Section 10.2(viii) is amended by inserting the following after “doing,” in the seventh line:

“nor is it relying on any unique or special expertise of the other Party and it is not in any special relationship of trust or confidence with respect to the other Party,”

Section 10.6 is amended by inserting the following at the end:

“EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN CALIFORNIA FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.”

Section 10.9 is amended by (i) deleting the words “and during normal working hours” in the first and second lines, (ii) inserting the words “copies of” after the word “examine” in the second line, and (iii) deleting the words “twelve (12) months” in the ninth line and replacing them with the words “twenty-four (24) months”.

The following is added as Section 10.12:

“10.12 Standard of Review/Modifications.

(a) Absent the prior mutual written agreement of all parties to the contrary, the standard of review for any proposed changes to the rates, terms, and/or conditions of service of this Agreement or any Transaction entered into thereunder, whether proposed by a Party, a non-party or FERC acting *sua sponte*, shall be the “public interest” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956).

(b) Without limiting the generality of subsection (a), the rates, terms, and/or conditions of service specified in this Agreement or any Transaction entered into thereunder shall remain in effect for the entire term of the Agreement and shall not be subject to either prospective or retroactive revision through application or complaint to FERC pursuant to sections 205, 206, or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent the prior written agreement of all Parties hereto.”

The following is added as Section 10.13:

“10.13 Insurance. Without limiting Party A’s indemnification obligations to Party B under the Agreement, Party A shall obtain, provide and maintain, at its own expense, policies of insurance as described below.”

(a) **General liability insurance.** Party A shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) **Automobile liability insurance.** Party A shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Party A arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

(c) **Professional liability (errors & omissions) insurance.** Party A shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Party A agrees to maintain continuous coverage through a period no less than three years after the termination of this Agreement.

(d) **Workers’ compensation insurance.** Party A shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000.00). Party A shall submit to Party B, along with the certificate of insurance, a Waiver of

Subrogation blanket endorsement in favor of Party B and its elected or appointed officers, agents, officials, employees, volunteers, and attorneys (collectively, the "Indemnified Parties").

(e) **Proof of insurance.** Party A shall provide certificates of insurance to Party B as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by Party B's Risk Manager prior to providing any services. Current certification of insurance shall be kept on file with Party B.

(f) **Duration of coverage.** Party A shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Party A or its agents, representatives, employees, vendors, subcontractors, and/or subconsultants.

(g) **Primary/noncontributing.** Coverage provided by Party A shall be primary, and any insurance or self-insurance procured or maintained by Party B shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Party B and the Indemnified Parties before Party B's or any Indemnified Parties' own insurance or self-insurance shall be called upon to protect it as a named insured.

(h) **Party B's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not immediately replaced, Party B has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Party B will be promptly reimbursed by Party A, or Party B will withhold amounts sufficient to pay premium from Party A payments. In the alternative, Party B may cancel this Agreement.

(i) **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the California Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by Party B's Risk Manager.

(j) **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed (by blanket endorsement or otherwise) to waive subrogation against Party B and the Indemnified Parties or shall specifically allow Party A or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Party A hereby waives its own right of recovery against Party B and the Indemnified Parties and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(k) **Enforcement of contract provisions (non estoppel).** Party A acknowledges and agrees that any actual or alleged failure on the part of Party B to inform Party A of non-compliance with any requirement imposes no additional obligations on Party B, nor does it waive any rights hereunder or excuse any of Party A's obligations.

(l) **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(m) **Notice of cancellation.** Party A agrees to cause its insurance agent or broker and insurers to provide to Party B with a thirty (30) day prior notice of cancellation (except for nonpayment of premium) or nonrenewal of coverage for each required coverage.

(n) **Additional insured status.** General liability policies shall provide or be endorsed to provide that Party B and the Indemnified Parties shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

(o) **Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Party A's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(p) **Pass Through Clause.** Party A agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in discharging Party A's obligations under this Agreement and/or providing the services provide insurance coverage that is reasonable and customary for the scope of services. Party A agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Party A agrees that, upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Party B for review.

(q) **Party B's right to revise specifications.** Party B reserves the right at any time prior to termination of the Agreement to make reasonable requests to change the amounts and types of insurance required by giving Party A ninety (90) days' advance written notice of such change. If such change results in substantial additional cost to Party A, Party B and Party A may renegotiate the allocation of the marginal cost of such changed insurance.

(r) **Self-insured retentions.** Any self-insured retentions must be declared to and approved by Party B in writing. Party B reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Party B in writing.

(s) **Timely notice of claims.** Party A shall give Party B prompt and timely notice of claims made or suits instituted that arise out of or result from Party A's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(t) **Additional insurance.** Party A shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection, provision of the services, and compliance with its obligations under this Agreement."

The following is added as Section 10.14:

"10.14 Independent Consultant.

(a) Party A is and shall at all times remain, as to Party B, a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Party A shall at all times be under Party A's exclusive direction and control. Neither Party B nor any of its officers, employees, or agents shall have control over the conduct of Party A or any of Party A's officers, employees, or agents, except as set forth in this Agreement. Party A shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of Party B. Party A shall not incur or have the power to incur any debt, obligation, or liability whatever against Party B, or bind Party B in any manner.

(b) No employee benefits shall be available to Party A in connection with the performance of this Agreement. Party B shall only pay Party A pursuant to the terms and conditions set forth in each Confirmation and shall not, under any circumstances, pay any salaries, wages, or other

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compensation to Party A or any of its officers, employees, vendors, agents, and/or subcontractors. Party B shall not be liable for compensation or indemnification to Party A for death, injury, or sickness of its officers, employees, vendors, agents, and/or subcontractors arising out of performing services under the Agreement.”

The following is added as Section 10.15:

“10.15 Legal Responsibilities. Party A shall keep itself informed of state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of services under the Agreement. Party A shall at all times observe and comply with all such laws and regulations. Neither Party B nor any of its officers and employees shall be liable at law or in equity occasioned by failure of Party A to comply with this Section 10.15.”

The following is added as Section 10.16:

“10.16 Undue Influence. Party A represents and warrants that no undue influence or pressure was used against or in concert with any officer or employee of Party B in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of Party B has or will receive compensation, directly or indirectly, from Party A, or from any officer, employee or agent of Party A, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section 10.16 shall be a material breach of this Agreement entitling Party B to any and all remedies available at law or in equity.”

The following is added as Section 10.17:

“10.17 No Benefit to Arise to Local Officers and Employees. No member, officer, or employee of Party B, or its designees or agents, and no public official who exercises authority over or responsibilities with respect to the services and/or this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the services performed under this Agreement.”

SCHEDULE M

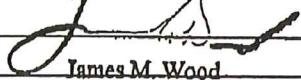
Section D is amended as follows:

The first paragraph shall be deleted and replaced with the following:

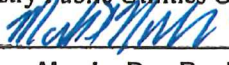
“Section 3.4 Public Power System’s Deliveries. Upon Party A’s request Governmental Entity or Public Power System shall provide the other Party hereto (i) certified copies of all ordinances, resolutions, public notices and other documents evidencing the necessary authorizations with respect to the execution, delivery and performance by Governmental Entity or Public Power System of this Master Agreement and (ii) an opinion of counsel for Governmental Entity or Public Power System, in form and substance reasonably satisfactory to the Other Party, regarding the validity, binding effect and enforceability of this Master Agreement against Governmental Entity or Public Power System in respect of the Act and all other relevant constitutional organic or other governing documents and applicable law.”

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

Calpine Energy Solutions, LLC
By: 
Name: James M. Wood
Title: President
Date: _____

pg

Industry Public Utilities Commission
By: 
Name: Mark D. Radecki
Title: Mayor
Date: March 30, 2018

DISCLAIMER: This Master Power Purchase and Sale Agreement was prepared by a committee of representatives of Edison Electric Institute ("EEI") and National Energy Marketers Association ("NEM") member companies to facilitate orderly trading in and development of wholesale power markets. Neither EEI nor NEM nor any member company nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting therefrom. By providing this Agreement EEI and NEM do not offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.

Confirmation for Scheduling & Settlement Services and Day Ahead Index Electricity

For Seller's Use Only	
Trade Date	
Seller's ID	

Reference:

MASTER POWER PURCHASE AND SALE AGREEMENT
Between Calpine Energy Solutions, LLC ("Seller")
And Industry Public Utilities Commission ("Buyer")
As of March 30, 2018 ("Effective Date")
Confirmation Date: March 30, 2018

This Confirmation ("Confirmation") supplements the Master Power Purchase and Sale Agreement referred to above (the "Agreement"). The Parties hereby agree to the price arrangement, terms and conditions identified below. Capitalized terms not otherwise defined in this Confirmation shall have their meanings set forth elsewhere in the Agreement, including its exhibits, schedules and any written supplements thereto, the Party B Tariff, any designated collateral, credit support or margin agreement or similar arrangement between the Parties, and all Transactions.

1. **PRODUCT.** The Contract Price(s) for Electricity set forth in this Confirmation include each component in the table set forth below that is indicated by an [X], which are referred to herein collectively as "Electricity."

ELECTRICITY:	
(Generation Components)	
<input checked="" type="checkbox"/>	Electric Energy
<input checked="" type="checkbox"/>	Scheduling Coordinator Services
<input checked="" type="checkbox"/>	Settlement Services

Scheduling Coordinator Services includes:

Physical bidding and scheduling of interval usage with the applicable scheduling authority
Physical scheduling of term and spot supply contracts with scheduling authority
Ancillary services bidding and scheduling

Settlement Services includes:

Settlement reconciliation with bilateral suppliers
Reconciliation with the applicable Transmission Provider for energy
Settlement reconciliation detail (Shadow Settlement) to Buyer

2. **DELIVERY PERIOD.** This Confirmation shall be in full force and effect as of the Confirmation Date. The terms set forth herein shall apply from the Start Date through the End Date:

Start Date:	End Date:
April 1, 2018	March 31, 2020

3. **LOCATION AND DELIVERY POINT.**

Market Area	Supply Point	Delivery Point	Buyer's Local Utility
CAISO	EZ Gen Hub SP-15	SCE LAP	SCE

4. **PRICING.**

- 4.1 **Contract Price:** Buyer shall pay Seller the Index Price for the Contract Quantity, set forth in Section 7. Buyer shall pay Seller the Monthly Service Fee as set forth below. The Contract Price reflects the value of any Congestion Revenue Rights or Marginal Losses associated with serving Buyer's load.

Index Price (in \$/MWh)	Monthly Service Fee
CAISO Day Ahead Locational Marginal Price for the Delivery Point as published at www.caiso.com	\$3,000

- 4.2 **Pass-Through Charges:** The Contract Price set forth above includes only the components set forth in Section One of this Confirmation. Seller shall pass through to Buyer all other RTO or Buyer's Local Utility charges associated with Electricity delivery to the Delivery Point, including, without limitation, Ancillary Services, ISO Fees, Scheduling Coordinator fees, Distribution & Transmission Losses, Unaccounted for Energy (UFE), Bid Cost Recovery and Real-Time Congestion Offset.

- 4.3 **Changes in Circumstances:**

- 4.3.1 **Accuracy of Supplied Information:** The Contract Price for Electricity, including those set forth in any Hedge Transactions, is established in reliance on the accuracy of information provided to Seller concerning Buyer's

load requirements. Seller may pass through to Buyer any incremental costs incurred by Seller as a result of inaccuracies in any such information provided to Seller.

4.3.2 If a change in Law occurs that a) re-defines or alters the congestion zone(s) where Buyers' Facilities are located or b) alters the RTO market structure or protocol design, causing additional costs to Seller due to Buyer's service, Seller may pass through such additional costs to Buyer.

4.3.3 The Contract Price, including those set forth in any Hedge Transaction, may include ancillary services, wholesale or network transmission, RTO market charges, or other services administered or provided by Buyer's RTO. Buyer acknowledges that such charges are based on the established rates, operations and/or protocols applicable to Buyer's service that are in effect as of the Confirmation Date. In the event of changes in such rates, protocols, and/or operations that cause additional costs to Seller, Seller may pass through such additional costs to Buyer.

5. **HEDGE TRANSACTIONS:** Buyer shall have the option to purchase blocks of electricity from either Seller or a third party (each a "Hedge Transaction") at any time during the Delivery Period of this Confirmation. Buyer shall communicate all third party Hedge Transactions in accordance with the attached Operating Procedures Schedule. All Hedge Transactions between Buyer and Seller shall be set forth in a separate Confirmation that is mutually agreed to by the Parties. All Hedge Transactions shall be limited to hourly fixed quantity blocks of electricity.
6. **LIMITATION OF LIABILITY:** Buyer shall be responsible for all third party Hedge Transactions. Buyer shall reimburse Seller for any costs that Seller incurs as a result of the third party Hedge Transactions and shall indemnify, defend and hold harmless Seller from and against any Claims (as defined below) arising from or out of the third party Hedge Transaction or the actions or inactions of the third party from whom Buyer purchases energy. "Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.
7. **CONTRACT QUANTITY.** Seller shall service 100% of Buyer's Electricity requirements. For the purposes of calculating a Settlement Amount pursuant to the Agreement, the Buyer's Estimated Monthly Usage set forth below shall be considered the Contract Quantity. Electricity prices pursuant to this Confirmation will relate to the quantities set forth in the table below:

The Contract Price relates to the Contract Quantities at (choose one)			
<input checked="" type="checkbox"/> the Delivery Point <input type="checkbox"/> Buyer's Meter			
Month / Year	Hourly On Peak Contract Quantity (MW)	Hourly Off Peak Contract Quantity (MW)	Buyer's Estimated Monthly Usage (MWh)
January through December	See Attached Schedule of Hourly Contract Quantities	See Attached Schedule of Hourly Contract Quantities	See Attached Schedule of Hourly Contract Quantities

8. **MONTHLY SETTLEMENT AND INVOICE.** Seller shall adjust Buyer's monthly invoice as follows:
 - 8.1 **Hedge Transaction Settlement:** For Third Party Hedge Transactions, Seller shall credit Buyer's account in an amount equal to the IST credit received by the CAISO associated with the Third Party Hedge Transaction. For Hedge Transactions with Seller, Seller shall credit Buyer's account in an amount equal to the Index Price multiplied by the Hedge Transaction Quantity associated with the Hedge Transaction with Seller.
 - 8.2 **Usage Above the Contract Quantity:** If Buyer's usage at the Delivery Point exceeds the Contract Quantity during any hour, Buyer shall pay Seller at the CAISO Real Time Locational Marginal Price for the Delivery Point as published at www.caiso.com, plus related delivery costs, for such hour.
 - 8.3 **Usage Below the Contract Quantity:** If Buyer's usage at the Delivery Point is less than the Contract Quantity during any hour, Seller shall credit Buyer's account at the CAISO Real Time Locational Marginal Price for the Delivery Point as published at www.caiso.com less any applicable RTO charges for each MWh below the Contract Quantity.
9. **DEMAND RESPONSE.** If Buyer participates in any demand response programs, Buyer shall notify Seller and reimburse Seller for any costs incurred by Seller as a result of Buyer's participation.
10. **CONGESTION REVENUE RIGHTS.** Seller shall be entitled to all CRRs associated with Buyer's load.
11. **MARGINAL LOSSES.** Seller shall be entitled to all Marginal Losses associated with Buyer's load.

As amended herein, all other Terms and Conditions contained in the Agreement remain in full force and effect.

This Confirmation is subject to the Schedule(s) identified below and that are attached hereto: Schedule of Hourly Contract Quantities and Operating Procedures Schedule

Calpine Energy Solutions, LLC

Sign: 

Print: Doug Johnson

Title: VP Regional Pricing and Supply

INDUSTRY PUBLIC UTILITIES COMMISSION

Sign: 

Print: Mark D. Radecki

Title: March 30, 2018

SCHEDULE OF HOURLY CONTRACT QUANTITIES

Schedule Date: March 29, 2018

The Contract Price relates to the Contract Quantities (in MWs) at (choose one) the Delivery Point Buyer's Meter.

WEEKDAYS

Month	HE1	HE2	HE3	HE4	HE5	HE6	HE7	HE8	HE9	HE10	HE11	HE12	HE13	HE14	HE15	HE16	HE17	HE18	HE19	HE20	HE21	HE22	HE23	HE24
January	2.6	2.7	2.5	2.5	2.6	2.9	3.2	3.3	3.5	3.5	3.6	3.5	3.6	3.7	3.7	3.8	3.8	3.8	3.6	3.5	3.4	3.2	3.0	2.9
February	2.7	2.7	2.6	2.5	2.7	3.1	3.4	3.5	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.8	3.8	3.7	3.6	3.7	3.5	3.4	3.2	3.0
March	3.2	3.0	2.6	2.9	3.2	3.8	4.1	4.3	4.5	4.4	4.5	4.7	4.9	5.0	5.1	5.1	5.0	4.8	4.6	4.5	4.3	4.1	3.8	3.4
April	3.2	3.2	3.0	3.1	3.3	3.8	4.0	4.3	4.5	4.5	4.7	4.8	5.0	5.1	5.2	5.2	5.1	4.8	4.4	4.3	4.4	4.3	3.9	3.5
May	3.5	3.4	3.1	3.2	3.3	3.8	3.9	4.3	4.5	4.5	4.7	4.8	5.0	5.1	5.1	5.1	5.0	4.8	4.4	4.3	4.4	4.3	3.9	3.5
June	3.7	3.5	3.2	3.5	3.5	3.9	4.1	4.5	4.7	4.7	4.8	4.9	5.0	5.1	5.2	5.3	5.2	5.0	4.6	4.3	4.5	4.6	4.3	4.0
July	3.3	2.9	2.6	2.9	3.0	3.5	3.6	3.9	4.2	4.0	4.0	4.0	4.1	4.2	4.3	4.3	4.2	4.0	3.8	3.6	3.9	4.1	3.9	3.6
August	3.3	2.9	2.5	2.8	3.0	3.6	3.9	4.2	4.4	4.3	4.2	4.3	4.3	4.4	4.4	4.4	4.3	4.1	3.8	3.7	3.8	4.0	3.8	3.6
September	2.9	2.7	2.3	2.5	2.7	3.2	3.5	3.7	3.9	3.8	3.8	3.9	4.0	4.0	4.0	3.9	3.9	3.6	3.4	3.3	3.4	3.6	3.4	3.2
October	2.4	2.1	1.7	1.7	1.8	2.2	2.4	2.5	2.7	2.8	2.9	3.1	3.2	3.3	3.5	3.5	3.5	3.3	3.1	3.0	3.0	3.1	2.8	2.6
November	2.9	2.7	2.5	2.6	2.7	2.9	3.0	3.1	3.3	3.4	3.4	3.5	3.6	3.7	3.8	3.9	4.0	4.0	3.9	3.7	3.5	3.4	3.3	3.1
December	2.7	2.6	2.4	2.5	2.7	3.1	3.2	3.5	3.8	3.8	3.8	3.9	4.0	4.0	3.6	3.6	3.7	3.7	3.7	3.6	3.4	3.3	3.2	3.0

SATURDAYS

Month	HE1	HE2	HE3	HE4	HE5	HE6	HE7	HE8	HE9	HE10	HE11	HE12	HE13	HE14	HE15	HE16	HE17	HE18	HE19	HE20	HE21	HE22	HE23	HE24
January	2.6	2.7	2.5	2.4	2.4	2.6	2.8	2.6	2.5	2.5	2.6	2.6	2.6	2.6	2.4	2.4	2.5	2.7	2.7	2.7	2.6	2.5	2.4	2.3
February	2.8	2.8	2.6	2.3	2.4	2.7	2.8	2.6	2.6	2.5	2.6	2.6	2.6	2.5	2.5	2.5	2.5	2.6	2.7	2.9	2.8	2.6	2.5	2.4
March	2.6	2.5	2.3	2.5	2.7	3.1	3.1	3.1	3.0	2.7	2.7	2.8	2.9	2.8	2.7	2.6	2.6	2.8	2.9	3.0	2.8	2.7	2.4	2.3
April	2.8	2.8	2.7	2.9	2.9	3.2	3.1	2.9	2.7	2.7	2.7	2.8	2.9	2.9	2.7	2.6	2.7	2.7	2.5	2.7	2.9	2.9	2.6	2.4
May	3.0	3.1	3.0	3.1	2.8	3.1	3.2	3.2	3.2	3.0	3.1	3.1	3.1	3.1	3.0	2.8	2.8	2.7	2.6	2.6	2.9	2.9	2.7	2.4

June	3.6	3.4	3.3	3.6	3.5	3.6	3.5	3.8	3.6	3.6	3.6	3.8	3.8	3.7	3.6	3.4	3.4	3.3	3.1	3.0	3.2	3.4	3.2	2.9
July	3.0	2.8	2.7	3.0	2.9	3.1	3.0	2.9	2.7	2.4	2.4	2.4	2.5	2.5	2.5	2.4	2.4	2.4	2.2	2.1	2.4	2.7	2.6	2.3
August	2.9	2.7	2.5	2.5	2.4	2.8	2.8	2.6	2.5	2.3	2.2	2.2	2.3	2.3	2.3	2.2	2.3	2.2	2.1	2.0	2.3	2.6	2.5	2.2
September	2.7	2.4	2.2	2.3	2.2	2.7	2.8	2.6	2.5	2.3	2.2	2.3	2.4	2.4	2.3	2.1	2.2	2.1	2.0	2.0	2.2	2.4	2.3	2.2
October	2.0	1.7	1.6	1.7	1.7	2.0	2.0	1.8	1.8	1.8	1.9	2.0	2.1	2.1	2.1	2.1	2.2	2.2	2.1	2.1	2.2	2.3	2.2	2.0
November	2.6	2.5	2.4	2.4	2.5	2.8	2.8	2.8	2.8	2.7	2.7	2.8	2.9	3.0	2.9	2.9	2.9	3.0	3.1	3.0	2.9	2.8	2.8	2.6
December	2.6	2.3	2.3	2.4	2.4	2.7	2.7	2.6	2.6	2.5	2.5	2.6	2.6	2.6	2.6	2.4	2.5	2.7	2.8	2.8	2.7	2.6	2.6	2.5

SUNDAYS

Month	HE1	HE2	HE3	HE4	HE5	HE6	HE7	HE8	HE9	HE10	HE11	HE12	HE13	HE14	HE15	HE16	HE17	HE18	HE19	HE20	HE21	HE22	HE23	HE24	
January	2.2	2.3	2.3	2.2	2.2	2.3	2.3	2.2	2.1	2.2	2.3	2.3	2.3	2.3	2.4	2.4	2.5	2.7	2.7	2.7	2.7	2.6	2.5	2.4	
February	2.4	2.5	2.4	2.2	2.2	2.3	2.3	2.2	2.2	2.2	2.2	2.3	2.4	2.4	2.4	2.5	2.5	2.6	2.7	2.9	2.7	2.6	2.5	2.4	
March	2.1	2.2	2.1	1.9	2.0	2.1	2.1	2.0	1.9	2.0	2.1	2.2	2.3	2.4	2.5	2.5	2.5	2.7	2.9	3.1	3.0	2.9	2.9	2.8	
April	2.1	2.2	2.2	2.3	2.4	2.4	2.2	2.0	2.0	2.0	2.2	2.3	2.4	2.5	2.5	2.6	2.5	2.7	2.7	2.8	3.0	3.0	2.8	2.6	
May	2.3	2.5	2.5	2.6	2.5	2.4	2.2	2.2	2.2	2.2	2.3	2.4	2.5	2.6	2.6	2.6	2.6	2.7	2.7	2.6	2.9	3.0	2.9	2.7	
June	2.6	2.6	2.5	2.6	2.8	2.8	2.6	2.6	2.7	2.7	2.9	3.0	3.1	3.2	3.1	3.1	3.1	3.3	3.2	3.1	3.4	3.6	3.4	2.9	
July	2.1	2.2	2.2	2.4	2.4	2.3	2.1	2.1	2.1	2.1	2.1	2.2	2.3	2.3	2.3	2.2	2.2	2.4	2.3	2.3	2.7	3.0	2.9	2.7	
August	2.1	2.0	2.0	2.2	2.2	2.3	2.1	2.0	2.1	2.0	2.1	2.2	2.3	2.2	2.2	2.2	2.1	2.3	2.2	2.3	2.6	3.0	3.0	2.9	
September	2.0	1.8	1.7	1.9	2.0	2.2	2.1	2.0	2.1	2.0	2.0	2.2	2.3	2.2	2.2	2.1	2.1	2.2	2.0	2.2	2.5	2.8	2.7	2.6	
October	1.7	1.6	1.4	1.4	1.4	1.6	1.6	1.5	1.5	1.5	1.6	1.7	1.9	1.9	1.9	1.9	2.0	2.0	2.0	2.0	2.1	2.2	2.2	2.1	
November	2.3	2.2	2.2	2.2	2.3	2.4	2.4	2.3	2.4	2.5	2.6	2.6	2.6	2.6	2.6	2.7	2.7	3.0	3.0	3.0	3.0	2.8	2.8	2.9	
December	2.2	2.1	2.1	2.1	2.1	2.2	2.3	2.1	2.1	2.1	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.3	2.5	2.6	2.6	2.6	2.5	2.4	2.2

Calpine Energy Solutions, LLC

Sign: 

Print: Doug Johnson

Title: VP Regional Pricing and Supply

INDUSTRY PUBLIC UTILITIES COMMISSION

Sign: 

Print: Mark D. Radecki

Title: Mayor