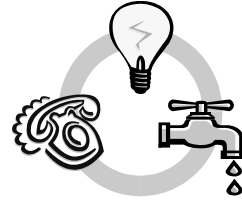


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



REGULAR MEETING AGENDA
MARCH 9, 2023, 8:30 A.M.

President Cory C. Moss
Commissioner Michael Greubel
Commissioner Cathy Marcucci
Commissioner Mark D. Radecki
Commissioner Newell W. Ruggles



Location: City Council Chamber, 15651 Mayor Dave Way, 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 Mayor Dave Way, 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) request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands for February 23, 2023

RECOMMENDED ACTION: Ratify the Register of Demands

5.2 Consideration of the Register of Demands for March 9, 2023

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate IPUC officials to pay the bills.

5.3 Consideration of the minutes of the August 12, 2022 special meeting, August 29, 2022 special meeting, and the September 8, 2022 regular meeting

RECOMMENDED ACTION: Approve as submitted.

5.4 Consideration of Amendment No. 5 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, 2026, and updating the Schedule of Hourly Contract Quantities

RECOMMENDED ACTION: Approve Amendment No.5

5.5 Consideration of Amendment No. 2 to the Contract for Extension of Electric Distribution Line between the Successor Agency to the Industry Urban-Development Agency and Industry Public Utilities

RECOMMENDED ACTION: Approve Amendment No.2

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

RECOMMENDED ACTION: Receive and file the report.

6. **PUBLIC UTILITIES DIRECTOR COMMENTS**
7. **AB 1234 REPORTS**
8. **COMMISSIONER COMMUNICATIONS**
9. Adjournment. The next regular Industry Public Utilities Commission Meeting is Thursday, April 13, 2023, 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 23, 2023

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
122	IPUC - ELECTRIC CAPITAL IMPROVEMENT	10,194.00
161	IPUC - ELECTRIC	992,973.05
TOTAL ALL FUNDS		1,003,167.05

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFBK	IPUC ELECTRIC WELLS FARGO CHK	1,003,167.05
TOTAL ALL FUNDS		1,003,167.05

APPROVED PER CITY MANAGER

INDUSTRY PUBLIC UTILITIES COMMISSION

Wells Fargo - Electric

February 23, 2023

Check	Date			Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
11166	02/03/2023			CALPINE ENERGY SOLUTIONS, LLC	\$925,045.24
	Invoice	Date	Description	Amount	
	590843	01/30/2023	WHOLESALE USE - DEC 2022	\$925,045.24	
11167	02/03/2023			FRONTIER	\$672.58
	Invoice	Date	Description	Amount	
	2023-00001243	01/25/2023	1/25-02/24/23 SVC - EM 21535 BAKER PKWY BLDG 20	\$43.89	
	2023-00001244	01/25/2023	1/25-2/24/23 SVC - EM 21760 GARCIA LN	\$79.45	
	2023-00001245	01/22/2023	1/22-2/21/23 SVC - EM 21733 BAKER PKWY BLDG 21	\$57.89	
	2023-00001246	01/19/2023	1/19-2/18/23 SVC - EM 21438 BAKER PKWY BLDG 25 WA	\$57.89	
	2023-00001247	01/19/2023	1/19-2/18/23 SVC - 21660 VALLEY BLVD	\$61.76	
	2023-00001248	01/19/2023	1/19-2/18/23 SVC - EM 21415BAKER PKWY	\$57.89	
	2023-00001249	01/10/2023	1/10-02/09/23 SVC - EM 21808 GARCIA, LN WALNUT	\$107.56	
	2023-00001250	01/10/2023	1/10-2/09/23 SVC - GS 21640 VALLEY BLVD	\$72.00	
	2023-00001251	01/10/2023	1/10-2/09/23 SVC - EM 21508 BAKER PKWY BLDG 22, W	\$72.00	
	2023-00001283	01/22/2023	1/22-2/21/23 SVC - GS 21858 VALLEY BLVD	\$62.25	
11168	02/06/2023			SENSUS USA INC.	\$5,694.00
	Invoice	Date	Description	Amount	
	ZA22016210	10/03/2022	AUTOMATED METER READING - 208 S WADDINGHAM V	\$5,694.00	
11169	02/08/2023			FRONTIER	\$151.24
	Invoice	Date	Description	Amount	
	2023-00001312	01/28/2023	1/28-2/27/23 - SVC - EM 21912 GARCIA LN, WALNUT	\$79.45	
	2023-00001313	01/28/2023	1/28-2/27/23 - SVC - EM 21700 BAKER PKWY BLDG 23	\$43.89	
	2023-00001314	01/28/2023	1/28-2/27/23 SVC EM 179 S GRAND AVE	\$27.90	

INDUSTRY PUBLIC UTILITIES COMMISSION

Wells Fargo - Electric

February 23, 2023

Check	Date			Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
11170	02/08/2023			SOUTHERN CALIFORNIA EDISON	\$16,202.37
	Invoice	Date	Description	Amount	
	2023-00001315	02/01/2023	1/01-1/31/23 SVC - 208 S WADDINGHAM WAY	\$12,980.91	
	2023-00001316	02/01/2023	1/01-1/31/23 SVC - 208 S WADDINGHAM WAY	\$2,975.37	
	2023-00001317	02/01/2023	1/01-1/31/23 SVC - VARIOUS SITES	\$246.09	
11171	02/15/2023			FRONTIER	\$3,331.27
	Invoice	Date	Description	Amount	
	2023-00001339	02/01/2023	2/01-2/28/23 SVC - VARIOUS GENERATOR SITES	\$2,956.60	
	2023-00001340	01/10/2023	1/10-2/09/23 SVC - GS 747 S ANAHEIM-PUENTE RD	\$254.53	
	2023-00001341	02/01/2023	2/01-2/28/23 SVC - GS 21700 VALLEY BLVD	\$62.25	
	2023-00001377	02/01/2023	02/01-02/28/23 SVC - GS 21650 VALLEY BLVD	\$57.89	
11172	02/23/2023			CASSO & SPARKS, LLP	\$13,426.60
	Invoice	Date	Description	Amount	
	20766	02/14/2023	JULY 2022-DECEMBER 2022 LEGAL FOR IPUC ELECTRI	\$13,426.60	
11173	02/23/2023			ENCO UTILITY SERVICES	\$7,037.50
	Invoice	Date	Description	Amount	
	INV57990	02/02/2023	CUSTOMER ACCT SVC - FEB 2023	\$7,037.50	
11174	02/23/2023			NV5, INC.	\$6,035.00
	Invoice	Date	Description	Amount	
	311878	01/25/2023	ON-CALL ELEC ENG SVC - DEC 2022	\$1,870.00	
	311879	01/25/2023	ON-CALL ELEC ENG SVC - DEC 2022	\$4,165.00	

INDUSTRY PUBLIC UTILITIES COMMISSION

Wells Fargo - Electric

February 23, 2023

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

Check	Date	Payee Name	Check Amount	
11175	02/23/2023	PACIFIC UTILITY INSTALLATION	\$21,000.00	
	Invoice	Date	Description	Amount
	27142	01/31/2023	SUBSTATION MAIINT	\$4,200.00
	26838	11/30/2022	SUBSTATION MAIINT	\$4,200.00
	26839	11/30/2022	SUBSTATION MAIINT	\$4,200.00
	26841	11/30/2022	SUBSTATION MAIINT	\$4,200.00
	27143	01/31/2023	SUBSTATION MAIINT	\$4,200.00

Check	Date	Payee Name	Check Amount	
11176	02/23/2023	SENSUS USA INC.	\$4,500.00	
	Invoice	Date	Description	Amount
	ZA23001744	01/27/2023	AUTOMATIC METER READING INFRSTCTURE SYSTM -	\$4,500.00

Check	Date	Payee Name	Check Amount	
11177	02/23/2023	UNDERGROUND SERVICE ALERT OF S	\$71.25	
	Invoice	Date	Description	Amount
	120230166	02/01/2023	DIG ALERTS	\$71.25

Checks	Status	Count	Transaction Amount
	Total	12	\$1,003,167.05

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.2

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting March 9, 2023

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	16,227.50
161	IPUC ELECTRIC FUND	572,438.86
560	IPUC WATER FUND	429,753.60
TOTAL ALL FUNDS		1,018,419.96

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	588,666.36
IPUC.CHK	IPUC WATER BOFA CKING	429,753.60
TOTAL ALL BANKS		1,018,419.96

APPROVED PER CITY MANAGER

Industry Public Utilities Commission
Wells Fargo - Electric
March 9, 2023

Check	Date	Payee Name		Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
11178	02/23/2023	FRONTIER		\$1,347.39
	Invoice	Date	Description	Amount
	2023-00001383	02/04/2023	02/04-03/03/23 SVC - GS 21620 VALLEY BLVD, WALNUT	\$62.25
	2023-00001384	02/04/2023	02/04-03/03/23 SVC - EM 21858 GARCIA LN, WALNUT	\$93.45
	2023-00001400	02/07/2023	02/07-03/06/23 SVC - GS 408 BREA CYN RD, WALNUT	\$34.82
	2023-00001401	02/09/2023	02/09-03/08/23 SVC - EM 208 WADDINGHAM WAY	\$876.00
	2023-00001402	02/10/2023	02/10-03/09/23 SVC - GS 747 S ANAHEIM-PUENTE RD	\$280.87
11179	03/01/2023	FRONTIER		\$293.56
	Invoice	Date	Description	Amount
	2023-00001405	02/10/2023	02/10-03/09/23 SVC - GS 21640 VALLEY BLVD	\$86.00
	2023-00001406	02/10/2023	02/10-03/09/23 SVC - EM 21808 GARCIA LN, WALNUT	\$121.56
	2023-00001407	02/10/2023	02/10-03/09/23 SVC - EM 21508 BAKER BLDG 22, WALNUT	\$86.00
11180	03/09/2023	ASTRUM UTILITY SERVICES, LLC		\$16,400.00
	Invoice	Date	Description	Amount
	012301	02/01/2023	PROFESSIONAL SVC - JAN 2023	\$16,400.00
11181	03/09/2023	BRAUN BLAISING SMITH WYNNE, P.C.		\$276.66
	Invoice	Date	Description	Amount
	20999	02/22/2023	LEGAL SVC FOR IPUC	\$276.66
11182	03/09/2023	CALPINE ENERGY SOLUTIONS, LLC		\$511,051.25
	Invoice	Date	Description	Amount
	230590017668582	02/28/2023	WHOLESALE USE - JAN 2023	\$511,051.25

**Industry Public Utilities Commission
Wells Fargo - Electric
March 9, 2023**

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

11183	03/09/2023			\$59,297.50
Invoice	Date	Description	Amount	
507301	02/23/2023	ELECTRICAL CAPITAL IMPROVEMENTS - INDUSTRY BUSINESS CENTER	\$17,640.00	
507302	02/23/2023	AUTOMATIC METER READING	\$5,572.50	
507303	02/23/2023	REMOTE MONITORING - WADDINGHAM SUBSTATION	\$2,102.50	
507304	02/23/2023	CITY ELECTRICAL FACILITIES	\$23,327.50	
507305	02/23/2023	DISTRIBUTION LINE EXTENSION @ 999 HATCHER AVE	\$6,672.50	
507306	02/23/2023	DISTRIBUTION LINE EXTENSION @ 999 HATCHER AVE	\$1,247.50	
507307	02/23/2023	UPGRADE SCE INTERCONNECTION @ ANAHEIM-PUENTE SUBSTATION	\$2,735.00	

Checks	Status	Count	Transaction Amount
		Total	\$588,666.36

**Industry Public Utilities Commission
Bank of America - Water
March 9, 2023**

Check	Date		Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking				
40631	02/07/2023		INDUSTRY PUBLIC UTILITIES COMMIS	\$37,289.00
	Invoice	Date	Description	Amount
	02/06/23	02/06/2023	TRANSFER FROM IPUC WATER TO IPUC RECYCLED WATER CIP	\$37,289.00
40632	02/08/2023		SOUTHERN CALIFORNIA EDISON	\$8,484.91
	Invoice	Date	Description	Amount
	2023-00001311	02/02/2023	12/30-1/30/23 SVC - 1991 WORKMAN MILL RD U	\$8,484.91
40633	03/09/2023		CASSO & SPARKS, LLP	\$1,496.00
	Invoice	Date	Description	Amount
	20766A	02/14/2023	JULY-DEC 2022 LEGAL SVC FOR IPUC WATER	\$1,496.00
40634	03/09/2023		INDUSTRY PUBLIC UTILITIES COMMIS	\$1,989.40
	Invoice	Date	Description	Amount
	DECEMBER-22	01/01/2023	IH GOLF COURSE RECYCLED WATER - DEC 22	\$1,499.40
	JANUARY-23	02/01/2023	IH GOLF COURSE RECYCLED WATER - JAN 2023	\$490.00
40635	03/09/2023		INDUSTRY PUBLIC UTILITIES COMMIS	\$2,000.00
	Invoice	Date	Description	Amount
	MAR-23	02/22/2023	REPLENISH PAYROLL ACCOUNT FOR MARCH 2023	\$2,000.00
40636	03/09/2023		ROWLAND WATER DISTRICT	\$10,557.53
	Invoice	Date	Description	Amount
	I-12312022-A	12/31/2022	CONTRACT SVC - DEC 2022	\$5,210.83
	I-12312022-B	12/31/2022	CONTRACT SVC - DEC 2022	\$1,314.13
	I-01312023-A	01/31/2023	CONTRACT SVC - JAN 2023	\$2,109.55

**Industry Public Utilities Commission
Bank of America - Water
March 9, 2023**

Check	Date		Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking				
	I-01312023-B	01/31/2023	CONTRACT SVC - JAN 2023	\$1,923.02
40637	03/09/2023		SANITATION DISTRICTS OF LOS ANGE	\$367,936.76
	Invoice	Date	Description	Amount
	37672	10/12/2022	RECYCLED WATER COST - FY 21/22	\$367,936.76

Checks	Status	Count	Transaction Amount
	Total	7	\$429,753.60

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 12, 2022
PAGE 1

CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 4:02 p.m., telephonically using Conference Call Number 657-204-3264, Conference ID: 865 128 791#.

FLAG SALUTE

The flag salute was led by President Moss.

ROLL CALL

PRESENT: Cory C. Moss, President - Telephonically
Michael Greubel, Commissioner - Telephonically
Cathy Marcucci, Commissioner - Telephonically
Mark D. Radecki, Commissioner - Telephonically
Newell W. Ruggles, Commissioner - Telephonically

STAFF PRESENT: Josh Nelson, Public Utilities Director; Bing Hyun, Assistant Public Utilities Director; James M. Casso, General Counsel; Bianca Sparks, Assistant General Counsel; and Julie Gutierrez-Robles, Secretary. All staff called in telephonically.

PUBLIC COMMENTS

There were none.

Public Utilities Director, Josh Nelson asked if anyone was on the line for public comments regarding items not listed on the agenda. If so, press *5 to raise your hand and the Secretary can unmute you. There were none.

Public Utilities Director, Josh Nelson, asked the Commission to allow staff to make any necessary date changes to agreements, etc. due to meetings being changed this week. We believe they have all been changed but just in case any were missed.

Commissioner Ruggles asked for a staff report on Item Nos. 5.5, 5.6, and 5.7.

CONSENT CALENDAR

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 12, 2022
PAGE 2

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JULY 28, 2022

RECOMMENDED ACTION: *Ratify the Register of Demands.*

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR AUGUST 11, 2022

RECOMMENDED ACTION: *Approve the Register of Demands and authorize the appropriate IPUC officials to pay the bills.*

5.3 CONSIDERATION OF THE MINUTES OF THE JUNE 9, 2022 REGULAR MEETING, JUNE 9, 2022 JOINT SPECIAL MEETING, JUNE 23, 2022 SPECIAL MEETING AND THE JULY 14, 2022 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

5.4 CONSIDERATION OF RESOLUTION NO. IPUC 2022-15 – A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION: *Adopt Resolution No. IPUC 2022-15.*

5.5 CONSIDERATION OF AMENDMENT NO.4 TO PROFESSIONAL SERVICES AGREEMENT WITH POWER ENGINEERS, INCORPORATED, FOR ENGINEERING SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2024, REVISING SCOPE OF SERVICES, AND INCREASING COMPENSATION BY \$140,000.00 (MP 02-05#7)

RECOMMENDED ACTION: *Approve the Amendment.*

Dev Birla, Operations Manager at CNC Engineering, provided a staff report. President Moss stated that Mr. Birla verbalized the dollar amount not-to exceed \$160,000.00, yet the staff report says not-to-exceed \$140,000.00. Mr. Birla confirmed the correct amount is \$140,000.00 and was available to answer any questions.

5.6 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARAGON PARTNERS CONSULTANTS, INC. FOR RIGHT OF WAY SERVICES EXTENDING THE TERM THROUGH AUGUST 13, 2023 (CIP-WU-P-19-058-B)

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 12, 2022
PAGE 3

RECOMMENDED ACTION:

Approve the Amendment.

Director of Operations, Sean Calvilo, from CNC Engineering provided a staff report and stated this amendment was to extend the term through August 13, 2023, in order for the consultant to continue providing right of way services. It is also necessary to amend the Agreement to assign the responsibilities to Paragon Partners Consultants, Inc., because of another reorganization. He was available to answer any questions.

5.7 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENCO UTILITY SERVICES LLC, FOR ELECTRIC UTILITY CUSTOMER SERVICES, EXTENDING THE TERM THROUGH AUGUST 10, 2023, REVISING THE SCOPE OF SERVICES, REVISING THE INDEMNITY PROVISIONS, REVISING THE RATE SCHEDULE, INCREASING COMPENSATION BY \$85,000.00, AND REVISING THE ADDRESS FOR IPU

RECOMMENDED ACTION:

Approve the Amendment

Dev Birla, Operations Manager at CNC Engineering, provided a staff report and explained that meter reading is essential for the monthly billing to our IPU customers. We were given short notice that Applied Metering Technologies, Inc. ("AMT") and Pacific Utility Installation, Inc. ("PUI") are getting out of the meter reading business. Our choice is to add this task to ENCO's scope of services' by approving this amendment to ENCO's Agreement. This will add meter reading services, extend term through August 10, 2023, revise the rate schedule to reflect ENCO's current rates, and increase compensation.

5.8 REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS QUARTERLY REPORT (APRIL – JUNE 2022)

RECOMMENDED ACTION:

Receive and file the report.

Public Utilities Director, Josh Nelson, asked if anyone was on the line for public comments regarding items on the Consent Calendar. If so, press *5 to raise your hand and the City Clerk can unmute you. There were none.

MOTION BY PRESIDENT MOSS, AND SECOND BY COMMISSIONER MARCUCCI TO APPROVE THE CONSENT CALENDAR AND ALLOW STAFF TO ADJUST ANY DATES IF NECESSARY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 12, 2022
PAGE 4

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

ACTION ITEMS

6.1 CONSIDERATION AND APPROVAL OF UPDATED ELECTRIC RULE 15 – DISTRIBUTION LINE EXTENSION, ELECTRIC RULE 16 – SERVICE EXTENSIONS, AND APPENDIX 1 – CONTRACT FOR DISTRIBUTION LINE EXTENSION RULE 15/CONTRACT FOR SERVICE EXTENSIONS RULE 16, AND AN ELECTRICAL SERVICES AGREEMENT AND FACILITIES CONTRACT WITH VALLEY VISTA SERVICES, INC., LOCATED AT 999 SOUTH HATCHER AVENUE, FOR THE SALE OF ELECTRICITY (MP 06-18 #12)

RECOMMENDED ACTION: *Approve the Rules, Agreement and Contract.*

Josh Nelson, Public Utilities Director, provided a staff report for the Commission and Dev Birla, Operations Manager at CNC Engineering, provided additional information. Both were available to answer any questions.

Public Utilities Director, Josh Nelson, asked if anyone was on the line for public comments regarding Item No. 6.1. If so, press *5 to raise your hand and the Secretary can unmute you. There were none.

MOTION BY COMMISSIONER GREUBEL, AND SECOND BY COMMISSIONER RADECKI TO APPROVE THE RULES, AGREEMENT AND CONTRACT AND ALLOW STAFF TO ADJUST ANY DATES IF NECESSARY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 12, 2022
PAGE 5

PUBLIC UTILITIES DIRECTOR COMMENTS

Josh Nelson, Public Utilities Director, thanked the Commission for being flexible this week with all the meeting changes.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 4:24 p.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 29, 2022
PAGE 1

CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 1:30 p.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number 657-204-3264, Conference ID: 476 593 0#.

FLAG SALUTE

The flag salute was led by President Moss.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner - Telephonically
Cathy Marcucci, Commissioner - Telephonically
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Josh Nelson, Public Utilities Director; Bing Hyun, Assistant Public Utilities Director; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PUBLIC COMMENTS

There were none.

Public Utilities Director Nelson asked if anyone was on the line for public comments regarding items not listed on the agenda. If so, press *5 to raise your hand and the Secretary can unmute you. There were none.

PUBLIC HEARING

5.1 CONSIDERATION OF RESOLUTION NO. IPUC 2022-16 - A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION REVISING THE SCHEDULE OF ELECTRIC RATES FOR ELECTRIC SERVICE PROVIDED BY INDUSTRY PUBLIC UTILITIES, PURSUANT TO SECTION 7.04.060.D. OF THE CITY OF INDUSTRY MUNICIPAL CODE, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

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RECOMMENDED ACTION: *Adopt Resolution No. IPUC 2022-16 and authorize the Engineering Manager to execute the Notice of Exemption.*

Public Utilities Director, Josh Nelson spoke about the rising cost of electricity and informed the Commission that the City has not raised rates since 2009.

Len Viejo, Project Manager with Astrum, provided information about how the rates are calculated, how energy is bought and said the rate increase range we are offering to our customers is between 7.6% to 27.7 %, which is significantly lower than Southern California Edison's increases.

The rate increase will be effective September 1, 2022; therefore, we needed this meeting, a public hearing, and the 30-day publication posted. It was determined that to meet the operating cost and maintain IPU's current level of service, and to recover the budget shortfall of \$611,400, a rate increase was required. At the time of the budget approval, we did not know the increase of cost would be this significant. This increase also includes the State mandated charge of 2.85%, which will now be posted on the customer bills, and the cost of replacing meters that are currently under construction. The increase will be on an average of 13.5% for the current fiscal year.

Commissioner Ruggles asked if natural gas will every go down and Len Viejo said we are at historical high prices. The topic of solar and wind was brought up, but natural gas will continue to increase and stay high.

Both Project Manager Len Viejo and Public Utilities Director Josh Nelson were available to answer any questions.

President Moss opened the public hearing at 1:44 p.m.

President Moss inquired if anyone wanted to be heard on the matter. Hearing none, President Moss closed the public hearing at 1:45 p.m.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER RUGGLES TO ADOPT RESOLUTION NO. IPUC 2022-16 AND AUTHORIZE THE ENGINEERING MANAGER TO EXECUTE THE NOTICE OF EXEMPTION. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PUBLIC UTILITIES DIRECTOR COMMENTS

Josh Nelson, Public Utilities Director, asked the Commission if we should return to regular professional dress after Labor Day. President Moss suggested keeping the dress casual a little longer throughout the heat wave.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 1:47 p.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

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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., telephonically using Conference Call Number 657-204-3264, Conference ID: 514 951 056#.

FLAG SALUTE

The flag salute was led by President Moss.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

ABSENT: Cathy Marcucci, Commissioner

STAFF PRESENT: Josh Nelson, Public Utilities Director; Bing Hyun, Assistant Public Utilities Director; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for three minutes about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

President Moss asked if anyone else was on the line for public comments regarding items not listed on the agenda. There were none.

CONSENT CALENDAR

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of the Consent Calendar.

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President Moss asked Foy Frausto, General Manager of the La Puente Valley County Water District to come forward and give his report for Item No. 5.5.

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR AUGUST 25, 2022

RECOMMENDED ACTION: *Ratify the Register of Demands.*

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 8, 2022

RECOMMENDED ACTION: *Approve the Register of Demands and authorize the appropriate IPUC officials to pay the bills.*

5.3 CONSIDERATION OF RESOLUTION NO. IPUC 2022-18 – A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION: *Adopt Resolution No. IPUC 2022-18.*

5.4 CONSIDERATION OF RESOLUTION NO. IPUC 2022-17 A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION, RATIFYING THE SUBMISSION TO THE CALIFORNIA ENERGY COMMISSION OF AN ATTESTATION OF THE VERACITY OF THE 2021 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT AND POWER CONTENT LABEL

RECOMMENDED ACTION: *Adopt Resolution No. IPUC 2022-17.*

5.5 REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS

RECOMMENDED ACTION: *Receive and file the report.*

Roy Frausto, General Manager of the La Puente Valley County Water District, provided a staff report and was available to answer any questions.

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President Moss asked if anyone else was on the line for public comments regarding the Consent Calendar. If so, press *5 to raise your hand and the Secretary can unmute you. There were none.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER GREUBEL TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

PUBLIC UTILITIES DIRECTOR COMMENTS

Josh Nelson, Public Utilities Director, said he received a call this week from the Executive Director of the California Energy Commission. He was reaching out to publicly owned utilities within the state to ask them to talk to their customers about switching over to back up generators and coming off the grid. The state is willing to pay businesses to switch over to back up generators during this power crisis. We reached out to a few customers but never heard anything back.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:47 a.m.

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CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.4



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: Honorable President and Commissioners
FROM: Joshua Nelson, Public Utilities Director
STAFF: Mathew Hudson, Engineering Manager; Dev Birla, Senior Energy Adviser, CNC Engineering
DATE: 03/09/2023
SUBJECT: Consideration of Amendment No. 5 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, 2026, and updating the Schedule of Hourly Contract Quantities

BACKGROUND

On March 30, 2018, the Commission 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 PUC to schedule the forecasted power to meet its customer requirements. Its 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.

On March 28, 2019, the Commission 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. On March 12, 2020, the Commission approved Amendment No. 2 to the Agreement and the Confirmation, to change the End Date of the Delivery Period of the Confirmation from March 31, 2020 to March 31, 2021 and update the "Schedule of Hourly Contract Quantities" dated March 7, 2019 with the February 5, 2020 Schedule.

On March 11, 2021, the Commission approved Amendment No. 3 to the Agreement and the Confirmation, to change the End Date of the Delivery Period of the Confirmation from March 31, 2021 to March 31, 2022, and update the "Schedule of Hourly Contract Quantities" dated February 5, 2020 with the February 5, 2021 Schedule.

On February 10, 2022, the Commission approved Amendment No. 4 to the Agreement and the Confirmation, to change the End Date of the Delivery Period of the Confirmation from March 31, 2022 to March 31, 2023 and update the "Schedule of Hourly Contract Quantities" dated February 5, 2021 with the January 13, 2022 Schedule in order to allow Calpine to continue providing the Scheduling Coordinator Services and Settlement Services.

DISCUSSION

Within the Confirmation document is a delivery period. This period is essentially the term of the Confirmation. The Confirmation expires on March 31, 2023. Amendment No. 5 to the Agreement is necessary to amend the end date of the Confirmation and extend the Delivery Period through March 31, 2026, and update the "Schedule of Hourly Contract Quantities" in order to allow Calpine to continue providing the Scheduling Coordinator Services and Settlement Services.

FISCAL IMPACT

In the 2022-2023 Fiscal Year Budget, \$3,615,000 was budgeted for Electric Power Purchase under Account No. 161-

300-6414. Calpine's monthly fee of \$3,000.00 remains the same. No appropriations are required.

RECOMMENDATION

It is recommended that the Commission approve Amendment No. 5 to the Agreement with Calpine.

Attachments

A. Amendment No. 5 to the Master Power Purchase and Sales Agreement with Calpine Energy Solutions, LLC., dated March 9, 2023

**AMENDMENT NO. 5
TO MASTER POWER PURCHASE AND SALE AGREEMENT
BETWEEN
INDUSTRY PUBLIC UTILITIES AND
CALPINE ENERGY SOLUTIONS, LLC**

This Amendment No. 5 (“Amendment”) to the Master Power Purchase and Sale Agreement (“Agreement”) is made and entered into this 9th day of March, 2023 (“Effective Date”) by and between the Industry Public Utilities, a public agency organized and existing under the laws of the State of California (“IPU”), and Calpine Energy Solutions, LLC (“Consultant”). The IPU and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

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

WHEREAS, on or about March 28, 2019, the Commission approved Amendment No. 1 to the Agreement to replace the “Schedule of Hourly Contract Quantities” dated March 29, 2018, with the “Schedule of Hourly Contract Quantities” dated March 7, 2019; and

WHEREAS, on or about March 12, 2020, the Commission approved Amendment No. 2 to the Agreement to replace the “Schedule of Hourly Contract Quantities” dated March 7, 2019, with the “Schedule of Hourly Contract Quantities” dated February 5, 2020, and extended the Delivery Period of the Confirmation through March 31, 2021; and

WHEREAS, on or about March 11, 2021, the Commission approved Amendment No. 3 to the Agreement to replace the “Schedule of Hourly Contract Quantities” dated February 5, 2020, with the “Schedule of Hourly Contract Quantities” dated February 5, 2021, and extended the Delivery Period of the Confirmation through March 31, 2022; and

WHEREAS, on or about February 10, 2022, the Commission approved Amendment No. 4 to the Agreement to replace the “Schedule of Hourly Contract Quantities” dated February 5, 2021, with the “Schedule of Hourly Contract Quantities” dated January 13, 2022, and extended the Delivery Period of the Confirmation through March 31, 2023; and

WHEREAS, the Confirmation expires on March 31, 2023, and an amendment is necessary to extend the Delivery Period of the Confirmation through March 31, 2026, in order for Consultant to continue providing the Scheduling Coordinator Services and Settlement Services; and

WHEREAS, the Parties desire to update the “Schedule of Hourly Contract Quantities” dated January 13, 2022, with the “Schedule of Hourly Contract Quantities” dated February 6,

2023, attached hereto as Exhibit B, to reflect IPU's current forecasted electricity requirements for the extension of the Delivery Period of the Confirmation from April 1, 2023, through March 31, 2026; 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:

1. Section 2 of the Confirmation is amended by changing the End Date from "March 31, 2023" to "March 31, 2026."
2. The Confirmation is further amended by replacing the "Schedule of Hourly Contract Quantities – Schedule Date: January 13, 2022" with the "Schedule of Hourly Contract Quantities – Schedule Date: February 6, 2023" attached to this Amendment as Exhibit B, and incorporated herein by reference, provided that the "Schedule of Hourly Contract Quantities – Schedule Date: February 6, 2023" shall be applicable only from April 1, 2023, through March 31, 2026.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 to the Agreement as of the Effective Date.

"IPU"
INDUSTRY PUBLIC UTILITIES
COMMISSION

"CONSULTANT"
CALPINE ENERGY SOLUTIONS, LLC

By: _____
Cory C. Moss, President

By: _____
Sean Fallmer
Senior Vice President
Supply and Structuring, Retail

Attest:

By: _____
Julie Gutierrez-Robles, Commission Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 5:

MASTER POWER PURCHASE AND SALE AGREEMENT BETWEEN INDUSTRY PUBLIC UTILITIES 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
CSContracts@calpinesolutions.com
Duns: 96-825-4276
Federal Tax ID Number: 77-0212977

Invoices:

Attn: Wholesale Settlements
Phone: (619) 684-8268
Facsimile: (619) 684-8380
Email: wholesalesettlements@calpinesolutions.com

Confirmations:

Attn: Confirmations
Phone: (619) 684-8205
Facsimile: (866) 565-8450
Email: CSConfirmations@calpinesolutions.com

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

Wire Transfer:

BNK: JPMorgan Chase Bank, N.A.
ABA: 021000021
ACCT: 496581302

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: Accounts Payable
Phone: 626-333-2211
Facsimile: 626-961-6795
Email: coiap@cityofindustry.org

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

Payments:

Attn: Industry Public Utilities Commission
Phone: 626-498-2494
Facsimile: 626-961-6795

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:

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

Version 2.1 (modified 4/25/00)

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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: _____

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 (MWh)	Hourly Off Peak Contract Quantity (MWh)	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
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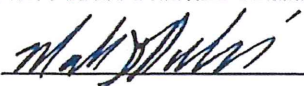
Calpine Energy Solutions. LLC

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 MWh) 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	4.1	4.3	4.3	4.0	3.7
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	2.5
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	2.3	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

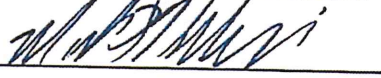
Sign: 
 Print: Mark D. Radecki
 Title: Mayor

EXHIBIT B TO AMENDMENT NO. 5:

SCHEDULE OF HOURLY CONTRACT QUANTITIES

SCHEDULE DATE: FEBRUARY 6, 2023

SCHEDULE OF HOURLY CONTRACT QUANTITIES

Between Calpine Energy Solutions, LLC ("Seller")

And Industry Public Utilities Commission ("Buyer")

As of March 30, 2018 ("Effective Date")

Confirmation Date: March 30, 2018

Schedule Date: February 06, 2023

This Schedule of Hourly Contract Quantities supplements the Confirmation for Scheduling & Settlement Services and Day Ahead Index Electricity referenced above.

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
Apr 2023	4.57	4.19	3.98	3.89	4.12	4.79	5.16	5.13	5.54	5.71	5.80	5.99	6.07	6.10	5.99	5.94	5.81	5.46	5.16	5.30	5.47	5.27	5.20	5.06
May 2023	4.48	4.11	3.98	3.87	4.21	4.80	5.11	5.14	5.56	5.80	5.87	6.01	6.17	6.27	6.16	6.10	5.96	5.54	5.32	5.29	5.50	5.38	5.31	5.06
Jun 2023	4.89	4.47	4.15	4.06	4.41	5.21	5.50	5.72	6.17	6.48	6.73	6.89	7.04	7.14	7.07	7.01	6.80	6.44	6.02	5.80	5.87	5.75	5.74	5.50
Jul 2023	4.77	4.49	4.22	4.17	4.50	5.17	5.45	5.62	5.97	6.34	6.62	6.77	6.84	7.01	6.90	6.84	6.65	6.36	6.05	6.00	5.97	5.87	5.82	5.43
Aug 2023	4.99	4.58	4.29	4.17	4.57	5.44	5.73	5.84	6.34	6.68	6.99	7.17	7.25	7.35	7.28	7.28	7.12	6.76	6.42	6.36	6.29	6.01	5.99	5.57
Sep 2023	5.86	5.49	5.29	5.14	5.51	6.23	6.58	6.65	7.11	7.48	7.75	7.86	7.94	7.98	7.99	8.08	7.96	7.58	7.18	7.13	7.06	6.76	6.63	6.28
Oct 2023	5.27	5.02	4.83	4.75	5.13	5.76	6.23	6.20	6.56	6.83	7.09	7.15	7.14	7.19	7.33	7.56	7.46	7.15	6.90	6.64	6.63	6.34	6.20	5.68
Nov 2023	4.84	4.60	4.31	4.36	4.74	5.43	5.65	5.58	5.96	6.20	6.32	6.29	6.38	6.41	6.48	6.48	6.50	6.44	6.19	5.96	5.95	5.74	5.49	5.01
Dec 2023	4.67	4.47	4.31	4.34	4.83	5.36	5.73	5.70	6.22	6.41	6.44	6.42	6.42	6.34	6.36	6.39	6.40	6.34	6.05	5.75	5.69	5.41	5.24	4.77
Jan 2024	4.77	4.49	4.44	4.51	4.69	5.42	5.93	5.88	6.29	6.43	6.49	6.48	6.50	6.62	6.54	6.40	6.38	6.29	5.95	5.69	5.78	5.62	5.51	5.28
Feb 2024	4.94	4.65	4.50	4.46	4.84	5.63	6.10	6.10	6.47	6.62	6.66	6.67	6.69	6.76	6.73	6.68	6.55	6.45	6.22	6.12	6.19	5.99	5.80	5.40
Mar 2024	5.34	4.95	4.84	4.71	5.05	5.87	6.26	6.20	6.58	6.75	6.82	7.00	7.05	7.07	6.95	6.94	6.78	6.48	6.20	6.36	6.43	6.20	6.02	5.72
Apr 2024	7.04	6.68	6.48	6.38	6.62	7.29	7.68	7.65	8.07	8.23	8.31	8.49	8.59	8.63	8.51	8.45	8.32	7.97	7.67	7.79	7.97	7.79	7.72	7.57
May 2024	7.06	6.65	6.47	6.38	6.72	7.29	7.59	7.64	8.04	8.32	8.39	8.53	8.69	8.79	8.71	8.66	8.51	8.08	7.86	7.82	8.01	7.89	7.81	7.56
Jun 2024	7.37	6.96	6.67	6.58	6.93	7.75	8.03	8.26	8.71	9.01	9.29	9.45	9.59	9.69	9.60	9.54	9.33	8.99	8.55	8.33	8.39	8.27	8.28	8.03
Jul 2024	7.25	6.99	6.73	6.66	6.97	7.66	7.95	8.13	8.49	8.86	9.17	9.32	9.36	9.52	9.40	9.35	9.15	8.86	8.56	8.51	8.47	8.37	8.33	7.94
Aug 2024	7.50	7.09	6.80	6.68	7.10	7.97	8.25	8.36	8.88	9.21	9.50	9.69	9.78	9.86	9.81	9.80	9.63	9.29	8.94	8.90	8.82	8.53	8.49	8.07
Sep 2024	7.30	6.94	6.74	6.61	6.98	7.68	8.04	8.10	8.54	8.92	9.17	9.27	9.37	9.43	9.44	9.55	9.45	9.05	8.66	8.58	8.52	8.22	8.09	7.74
Oct 2024	7.23	6.98	6.79	6.70	7.10	7.74	8.20	8.19	8.53	8.80	9.05	9.11	9.09	9.13	9.28	9.48	9.37	9.08	8.83	8.59	8.57	8.28	8.13	7.59

Nov 2024	6.84	6.59	6.32	6.38	6.75	7.43	7.63	7.54	7.95	8.19	8.31	8.28	8.37	8.40	8.45	8.44	8.48	8.45	8.19	7.95	7.93	7.72	7.50	7.04
Dec 2024	6.59	6.41	6.27	6.31	6.81	7.37	7.74	7.72	8.21	8.41	8.44	8.41	8.42	8.35	8.36	8.39	8.41	8.33	8.06	7.78	7.71	7.42	7.26	6.79
Jan 2025	7.25	6.97	6.92	7.00	7.22	7.94	8.42	8.37	8.76	8.89	8.94	8.93	8.98	9.10	9.02	8.90	8.89	8.81	8.46	8.17	8.27	8.11	7.98	7.73
Feb 2025	7.38	7.07	6.94	6.93	7.26	8.07	8.60	8.59	8.99	9.12	9.16	9.17	9.13	9.21	9.15	9.06	8.98	8.89	8.63	8.52	8.60	8.42	8.25	7.89
Mar 2025	7.82	7.48	7.38	7.23	7.60	8.39	8.75	8.70	9.08	9.26	9.33	9.48	9.55	9.59	9.53	9.51	9.33	9.06	8.81	8.92	8.98	8.72	8.55	8.21
Apr 2025	7.98	7.59	7.41	7.32	7.56	8.24	8.64	8.60	9.01	9.18	9.27	9.46	9.54	9.56	9.44	9.40	9.27	8.93	8.62	8.77	8.91	8.73	8.62	8.44
May 2025	8.08	7.67	7.52	7.41	7.74	8.36	8.65	8.68	9.10	9.30	9.36	9.48	9.64	9.69	9.58	9.54	9.41	8.98	8.78	8.77	8.98	8.87	8.81	8.56
Jun 2025	8.21	7.82	7.50	7.43	7.77	8.53	8.89	9.09	9.52	9.83	10.07	10.25	10.41	10.56	10.48	10.40	10.21	9.84	9.43	9.19	9.31	9.19	9.16	8.94
Jul 2025	8.38	8.04	7.73	7.68	8.03	8.75	9.02	9.15	9.51	9.87	10.15	10.31	10.37	10.52	10.40	10.33	10.14	9.87	9.57	9.54	9.49	9.39	9.32	8.93
Aug 2025	8.41	8.03	7.78	7.68	8.06	8.90	9.20	9.32	9.83	10.18	10.49	10.66	10.74	10.85	10.74	10.73	10.56	10.21	9.87	9.83	9.76	9.49	9.47	9.02
Sep 2025	8.41	8.04	7.83	7.65	8.03	8.76	9.08	9.17	9.65	10.03	10.29	10.42	10.51	10.56	10.56	10.63	10.49	10.12	9.70	9.69	9.61	9.31	9.20	8.90
Oct 2025	7.89	7.61	7.41	7.33	7.70	8.37	8.82	8.80	9.17	9.46	9.75	9.79	9.78	9.83	9.97	10.19	10.10	9.78	9.52	9.25	9.24	8.93	8.78	8.27
Nov 2025	7.25	7.03	6.79	6.80	7.20	7.89	8.14	8.07	8.41	8.66	8.77	8.76	8.83	8.85	8.94	8.98	8.98	8.88	8.65	8.45	8.43	8.21	7.96	7.44
Dec 2025	7.25	7.05	6.86	6.91	7.36	7.91	8.24	8.21	8.73	8.93	8.99	8.97	9.01	8.96	8.97	8.96	8.96	8.90	8.63	8.34	8.29	8.02	7.88	7.45
Jan 2026	7.23	6.96	6.92	6.99	7.20	7.92	8.41	8.36	8.75	8.89	8.95	8.93	8.98	9.10	9.02	8.90	8.88	8.80	8.45	8.17	8.27	8.11	7.99	7.73
Feb 2026	7.38	7.07	6.94	6.93	7.26	8.07	8.60	8.59	8.99	9.12	9.16	9.17	9.13	9.21	9.15	9.06	8.98	8.89	8.63	8.52	8.60	8.42	8.25	7.89
Mar 2026	7.82	7.48	7.38	7.23	7.59	8.38	8.75	8.69	9.07	9.26	9.33	9.49	9.54	9.58	9.51	9.50	9.32	9.04	8.78	8.89	8.96	8.71	8.53	8.20

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
Apr 2023	4.79	4.08	3.67	3.51	3.77	4.20	4.28	4.08	4.10	3.97	4.06	4.14	4.03	3.88	3.70	3.66	3.64	3.58	3.63	3.91	4.12	4.02	3.99	3.78
May 2023	4.62	4.09	3.84	3.49	3.80	4.28	4.27	4.20	4.13	4.12	4.18	4.10	4.06	4.01	3.90	3.89	3.85	3.71	3.91	4.05	4.31	4.23	4.13	4.07
Jun 2023	4.90	4.20	3.87	3.62	4.16	4.63	4.58	4.57	4.56	4.53	4.60	4.64	4.62	4.58	4.34	4.32	4.35	4.25	4.28	4.25	4.39	4.37	4.37	4.06
Jul 2023	4.93	4.40	4.01	3.77	3.97	4.59	4.53	4.56	4.57	4.64	4.87	4.94	4.89	4.90	4.82	4.71	4.55	4.50	4.45	4.41	4.43	4.47	4.46	4.26
Aug 2023	4.92	4.46	4.17	4.05	4.27	4.89	4.88	4.79	4.78	4.86	5.11	5.20	5.14	4.98	4.83	4.76	4.62	4.49	4.47	4.65	4.51	4.41	4.34	4.32
Sep 2023	4.94	4.37	4.12	4.01	4.38	4.96	4.95	4.82	4.84	4.99	5.21	5.22	5.14	5.02	4.85	4.74	4.67	4.48	4.43	4.54	4.45	4.22	4.13	3.96
Oct 2023	4.40	4.08	3.69	3.56	3.94	4.29	4.50	4.26	4.17	4.14	4.35	4.38	4.38	4.25	4.07	3.87	3.72	3.60	3.75	3.99	3.86	3.68	3.54	3.40
Nov 2023	3.74	3.48	3.17	3.15	3.48	3.77	3.79	3.60	3.53	3.52	3.60	3.56	3.57	3.49	3.45	3.40	3.42	3.51	3.75	3.81	3.79	3.56	3.39	3.18
Dec 2023	3.57	3.30	3.11	3.16	3.43	3.72	3.93	3.73	3.68	3.61	3.64	3.60	3.65	3.56	3.49	3.40	3.47	3.60	3.60	3.40	3.32	3.24	3.18	3.00
Jan 2024	3.79	3.42	3.38	3.37	3.54	3.98	4.15	3.83	3.66	3.57	3.71	3.74	3.60	3.41	3.33	3.35	3.36	3.44	3.47	3.35	3.62	3.46	3.37	3.29
Feb 2024	3.96	3.59	3.41	3.34	3.64	4.23	4.24	4.01	4.06	3.89	3.98	4.02	3.88	3.72	3.54	3.43	3.38	3.55	3.67	3.67	3.90	3.74	3.61	3.45
Mar 2024	4.44	3.98	3.68	3.43	3.86	4.48	4.49	4.30	4.24	4.05	4.10	4.11	3.97	3.84	3.72	3.60	3.56	3.57	3.71	3.96	4.16	4.08	3.94	3.61
Apr 2024	5.32	4.61	4.19	4.07	4.31	4.69	4.78	4.60	4.62	4.51	4.59	4.64	4.57	4.45	4.25	4.22	4.22	4.12	4.20	4.44	4.67	4.55	4.52	4.37
May 2024	5.12	4.59	4.34	3.99	4.30	4.78	4.77	4.70	4.63	4.62	4.68	4.60	4.56	4.51	4.40	4.39	4.35	4.21	4.41	4.55	4.81	4.73	4.63	4.57
Jun 2024	5.42	4.70	4.35	4.13	4.61	5.12	5.03	5.00	5.01	5.00	5.08	5.14	5.10	5.08	4.89	4.84	4.86	4.77	4.78	4.74	4.89	4.88	4.88	4.61
Jul 2024	5.41	4.96	4.57	4.29	4.48	5.10	5.07	5.15	5.14	5.20	5.47	5.52	5.48	5.47	5.38	5.28	5.08	5.04	5.00	4.96	4.94	4.99	4.97	4.76
Aug 2024	5.53	5.04	4.73	4.59	4.82	5.43	5.38	5.27	5.31	5.50	5.85	5.91	5.78	5.64	5.47	5.39	5.27	5.11	5.05	5.25	5.14	4.98	4.90	4.85
Sep 2024	5.31	4.74	4.53	4.45	4.85	5.43	5.47	5.36	5.32	5.35	5.44	5.47	5.46	5.33	5.19	5.08	5.00	4.82	4.81	4.89	4.78	4.58	4.50	4.32
Oct 2024	4.90	4.58	4.19	4.06	4.44	4.79	5.00	4.76	4.67	4.64	4.85	4.88	4.88	4.75	4.57	4.37	4.22	4.10	4.25	4.49	4.36	4.18	4.04	3.90
Nov 2024	4.30	4.00	3.70	3.67	4.04	4.35	4.42	4.21	4.18	4.15	4.22	4.16	4.22	4.18	4.12	4.04	4.10	4.15	4.33	4.36	4.33	4.09	3.96	3.71
Dec 2024	3.96	3.72	3.56	3.64	3.85	4.10	4.31	4.12	4.02	3.96	4.01	3.98	3.99	3.85	3.79	3.73	3.75	3.94	3.97	3.73	3.66	3.62	3.53	3.41
Jan 2025	4.61	4.38	4.40	4.42	4.60	4.96	5.11	4.82	4.65	4.58	4.69	4.73	4.62	4.46	4.44	4.46	4.46	4.53	4.53	4.45	4.67	4.43	4.32	4.25
Feb 2025	4.95	4.56	4.39	4.32	4.56	5.13	5.19	4.91	4.91	4.73	4.87	4.92	4.79	4.60	4.47	4.42	4.37	4.57	4.65	4.56	4.81	4.68	4.56	4.40
Mar 2025	5.35	4.90	4.61	4.43	4.89	5.52	5.51	5.34	5.29	5.10	5.14	5.09	4.96	4.85	4.69	4.55	4.52	4.54	4.74	4.93	5.16	5.04	4.89	4.62
Apr 2025	5.70	5.04	4.65	4.48	4.77	5.16	5.28	5.04	5.07	4.94	5.03	5.12	4.99	4.83	4.66	4.63	4.60	4.56	4.65	4.93	5.13	5.02	4.88	4.70
May 2025	5.73	5.12	4.82	4.52	4.80	5.29	5.27	5.21	5.15	5.11	5.17	5.13	5.08	5.02	4.89	4.87	4.84	4.70	4.84	5.01	5.27	5.19	5.19	5.09

Jun 2025	5.90	5.20	4.87	4.62	5.16	5.63	5.58	5.57	5.56	5.53	5.60	5.64	5.62	5.58	5.34	5.32	5.35	5.25	5.28	5.25	5.39	5.37	5.37	5.06
Jul 2025	6.02	5.44	5.03	4.78	4.99	5.56	5.47	5.51	5.56	5.67	5.89	5.98	5.91	5.92	5.84	5.72	5.57	5.53	5.46	5.46	5.49	5.56	5.55	5.35
Aug 2025	5.86	5.42	5.12	4.99	5.20	5.86	5.85	5.78	5.75	5.79	6.05	6.12	6.07	5.95	5.81	5.74	5.60	5.47	5.46	5.57	5.45	5.35	5.29	5.24
Sep 2025	6.02	5.50	5.22	5.09	5.44	6.00	5.93	5.79	5.88	6.07	6.32	6.35	6.29	6.15	5.94	5.83	5.70	5.52	5.48	5.64	5.53	5.29	5.23	5.05
Oct 2025	5.50	5.06	4.75	4.67	5.09	5.49	5.72	5.50	5.38	5.37	5.57	5.60	5.56	5.44	5.29	5.09	5.00	4.85	4.94	5.10	4.96	4.76	4.62	4.45
Nov 2025	4.84	4.57	4.23	4.17	4.49	4.81	4.86	4.68	4.59	4.57	4.66	4.62	4.62	4.53	4.49	4.42	4.42	4.46	4.69	4.80	4.78	4.57	4.40	4.22
Dec 2025	4.63	4.33	4.15	4.19	4.49	4.79	5.00	4.78	4.78	4.70	4.75	4.70	4.76	4.68	4.61	4.51	4.61	4.72	4.71	4.51	4.45	4.36	4.27	4.04
Jan 2026	4.73	4.40	4.36	4.37	4.56	4.97	5.13	4.82	4.65	4.56	4.69	4.71	4.59	4.41	4.36	4.39	4.40	4.49	4.50	4.40	4.64	4.44	4.33	4.26
Feb 2026	4.96	4.59	4.41	4.34	4.64	5.23	5.24	5.01	5.06	4.89	4.98	5.02	4.88	4.72	4.54	4.43	4.38	4.55	4.67	4.67	4.90	4.74	4.61	4.45
Mar 2026	5.38	4.99	4.70	4.48	4.93	5.55	5.54	5.37	5.29	5.11	5.15	5.11	4.99	4.89	4.78	4.65	4.61	4.61	4.79	4.99	5.22	5.13	4.96	4.65

SUNDAYS & NERC Holidays

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
Apr 2023	3.82	3.53	3.44	3.38	3.38	3.50	3.48	3.29	3.27	3.33	3.51	3.45	3.49	3.41	3.31	3.31	3.30	3.17	3.22	3.47	3.73	3.68	3.83	3.75
May 2023	3.85	3.42	3.37	3.28	3.39	3.54	3.48	3.25	3.30	3.39	3.55	3.71	3.84	3.67	3.50	3.50	3.50	3.36	3.54	3.60	3.81	3.81	3.87	3.68
Jun 2023	3.93	3.74	3.59	3.42	3.53	3.81	3.78	3.79	3.81	3.94	4.29	4.28	4.19	4.08	4.05	4.04	4.04	3.90	3.79	3.79	4.02	4.12	4.15	4.02
Jul 2023	4.04	3.92	3.80	3.65	3.69	4.06	3.91	3.83	3.87	3.95	4.22	4.35	4.40	4.41	4.41	4.42	4.31	4.17	4.04	4.30	4.18	4.29	4.26	4.12
Aug 2023	4.21	4.05	3.93	3.80	3.82	4.22	4.20	3.99	4.09	4.03	4.27	4.45	4.58	4.53	4.53	4.48	4.43	4.27	4.19	4.44	4.33	4.27	4.39	4.40
Sep 2023	4.07	3.94	3.95	3.77	3.86	4.21	4.19	3.98	4.16	4.27	4.50	4.58	4.62	4.65	4.70	4.66	4.54	4.46	4.25	4.34	4.20	4.08	4.08	4.05
Oct 2023	3.57	3.51	3.29	3.16	3.33	3.68	3.68	3.43	3.45	3.54	3.76	3.84	3.88	3.87	3.97	3.95	3.94	3.73	3.73	3.78	3.80	3.65	3.63	3.53
Nov 2023	3.33	3.23	3.04	3.01	3.14	3.44	3.52	3.22	3.20	3.32	3.39	3.38	3.47	3.49	3.41	3.37	3.42	3.48	3.57	3.61	3.68	3.62	3.48	3.42
Dec 2023	2.98	2.92	2.90	2.95	3.03	3.13	3.20	2.88	2.83	2.96	3.13	3.05	3.05	3.04	3.05	3.14	3.26	3.36	3.29	3.32	3.26	3.16	3.05	2.97
Jan 2024	3.13	3.08	3.05	3.02	3.23	3.58	3.57	3.27	3.16	3.21	3.35	3.43	3.38	3.29	3.18	3.12	3.13	3.30	3.35	3.22	3.63	3.43	3.31	3.29
Feb 2024	3.43	3.50	3.30	3.09	3.23	3.61	3.47	3.21	3.21	3.26	3.44	3.48	3.47	3.35	3.29	3.29	3.29	3.34	3.48	3.54	3.71	3.54	3.55	3.37
Mar 2024	3.75	3.57	2.44	3.30	3.39	3.62	3.65	3.40	3.31	3.28	3.42	3.47	3.45	3.35	3.29	3.26	3.27	3.24	3.39	3.70	3.79	3.63	3.67	3.57
Apr 2024	4.33	4.00	3.98	3.93	3.90	4.01	3.95	3.77	3.76	3.84	4.03	3.93	3.99	3.93	3.86	3.86	3.85	3.72	3.74	3.97	4.28	4.18	4.32	4.23
May 2024	4.35	3.92	3.87	3.78	3.89	4.04	3.98	3.75	3.80	3.89	4.05	4.21	4.34	4.17	4.00	4.00	4.00	3.86	4.04	4.10	4.31	4.31	4.37	4.18
Jun 2024	4.47	4.23	4.08	3.94	4.03	4.34	4.27	4.25	4.28	4.38	4.70	4.71	4.66	4.55	4.52	4.52	4.51	4.39	4.25	4.27	4.47	4.57	4.58	4.52
Jul 2024	4.52	4.47	4.36	4.18	4.24	4.59	4.46	4.40	4.43	4.52	4.81	4.95	5.00	5.03	5.03	5.04	4.92	4.75	4.64	4.94	4.77	4.90	4.87	4.64
Aug 2024	4.71	4.55	4.43	4.30	4.32	4.72	4.70	4.49	4.59	4.53	4.77	4.95	5.08	5.03	5.03	4.98	4.93	4.77	4.69	4.94	4.83	4.77	4.89	4.90
Sep 2024	4.52	4.39	4.34	4.14	4.27	4.62	4.59	4.41	4.54	4.64	4.90	5.01	5.04	5.07	5.12	5.10	5.02	4.87	4.67	4.70	4.65	4.51	4.53	4.53
Oct 2024	4.01	3.96	3.76	3.66	3.81	4.15	4.17	3.88	3.91	4.01	4.19	4.24	4.29	4.28	4.38	4.35	4.31	4.16	4.21	4.32	4.27	4.13	4.07	3.92
Nov 2024	3.83	3.73	3.54	3.51	3.64	3.94	4.02	3.72	3.70	3.82	3.89	3.88	3.97	3.99	3.91	3.87	3.92	3.98	4.07	4.11	4.18	4.12	3.98	3.92
Dec 2024	3.48	3.42	3.40	3.45	3.53	3.63	3.70	3.38	3.33	3.46	3.63	3.55	3.55	3.54	3.55	3.64	3.76	3.86	3.79	3.82	3.76	3.66	3.55	3.47
Jan 2025	4.14	4.05	4.05	4.01	4.18	4.46	4.50	4.20	4.10	4.13	4.24	4.32	4.25	4.22	4.13	4.08	4.14	4.33	4.36	4.24	4.58	4.42	4.33	4.28
Feb 2025	4.37	4.53	4.35	4.15	4.29	4.69	4.53	4.26	4.21	4.29	4.46	4.51	4.50	4.37	4.28	4.26	4.25	4.33	4.46	4.44	4.67	4.48	4.42	4.34
Mar 2025	4.73	4.55	3.53	4.24	4.35	4.59	4.59	4.34	4.29	4.25	4.41	4.45	4.44	4.33	4.28	4.26	4.27	4.25	4.40	4.68	4.78	4.62	4.68	4.53
Apr 2025	4.84	4.56	4.48	4.43	4.37	4.45	4.49	4.28	4.28	4.31	4.49	4.46	4.48	4.40	4.28	4.31	4.29	4.15	4.23	4.50	4.73	4.68	4.84	4.72
May 2025	4.85	4.48	4.43	4.36	4.48	4.63	4.54	4.33	4.33	4.44	4.64	4.73	4.90	4.76	4.58	4.54	4.52	4.38	4.49	4.57	4.88	4.89	4.92	4.79
Jun 2025	4.89	4.62	4.48	4.31	4.44	4.72	4.67	4.64	4.67	4.79	5.08	5.09	5.01	4.89	4.86	4.87	4.88	4.76	4.70	4.72	4.91	4.97	5.04	4.89

Jul 2025	5.09	4.90	4.78	4.65	4.67	5.04	4.88	4.78	4.83	4.92	5.18	5.33	5.40	5.43	5.43	5.43	5.31	5.17	5.07	5.32	5.15	5.23	5.22	5.17
Aug 2025	5.14	5.04	4.92	4.76	4.81	5.20	5.17	5.00	5.08	5.04	5.29	5.44	5.54	5.49	5.49	5.45	5.41	5.25	5.14	5.40	5.32	5.32	5.39	5.30
Sep 2025	5.07	4.94	4.95	4.77	4.86	5.21	5.19	4.98	5.16	5.27	5.50	5.58	5.62	5.65	5.70	5.66	5.54	5.46	5.25	5.34	5.20	5.08	5.08	5.05
Oct 2025	4.57	4.50	4.32	4.19	4.40	4.72	4.71	4.45	4.51	4.61	4.84	4.92	4.97	4.94	5.01	4.98	4.99	4.77	4.76	4.79	4.84	4.69	4.68	4.59
Nov 2025	4.38	4.29	4.15	4.02	4.22	4.43	4.46	4.24	4.23	4.31	4.38	4.38	4.48	4.49	4.49	4.42	4.48	4.58	4.56	4.63	4.69	4.60	4.46	4.38
Dec 2025	4.07	4.00	3.98	4.05	4.15	4.27	4.37	4.05	4.00	4.14	4.27	4.21	4.23	4.21	4.18	4.29	4.43	4.52	4.43	4.49	4.43	4.30	4.17	4.08
Jan 2026	4.14	4.05	4.05	4.01	4.18	4.46	4.50	4.20	4.10	4.13	4.24	4.32	4.25	4.22	4.13	4.08	4.14	4.33	4.36	4.24	4.58	4.42	4.33	4.28
Feb 2026	4.37	4.53	4.35	4.15	4.29	4.69	4.53	4.26	4.21	4.29	4.46	4.51	4.50	4.37	4.28	4.26	4.25	4.33	4.46	4.44	4.67	4.48	4.42	4.34
Mar 2026	4.73	4.55	3.53	4.24	4.35	4.59	4.59	4.34	4.29	4.25	4.41	4.45	4.44	4.33	4.28	4.26	4.27	4.25	4.40	4.68	4.78	4.62	4.68	4.53

CALPINE ENERGY SOLUTIONS, LLC

Sign: _____

Print: _____

Title: _____

INDUSTRY PUBLIC UTILITIES COMMISSION

Sign: _____

Print: _____

Title: _____

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.5



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: Honorable President and Commissioners
FROM: Joshua Nelson, Public Utilities Director
STAFF: Mathew Hudson, Engineering Manager; Sean Calvillo, Director of Operations, CNC Engineering
DATE: 03/09/2023
SUBJECT: Consideration of Amendment No. 2 to the Contract for Extension of Electric Distribution Line between the Successor Agency to the Industry Urban-Development Agency and Industry Public Utilities

BACKGROUND

On January 23, 2017, the Oversight Board of the Successor Agency to the Industry Urban-Development Agency ("Agency") approved the Contract for Extension of Electric Distribution Line ("Contract") between the Successor Agency to the Industry Urban-Development Agency and Industry Public Utilities Commission ("IPUC") for the Industry Business Center ("IBC") project. Pursuant to the Contract, the Agency is required to pay the IPU for the costs associated with construction, which at the time the Contract was entered into, totaled \$8,075,000.00. This project is listed in the Agency's Recognized Obligation Payment Schedule ("ROPS") as Line Item No. 206.

On September 21, 2017 and September 28, 2017, Amendment No. 1 was approved by the IPUC and Agency board, respectively, to revise language related to the payments section of the Contract. Upon the review by the Department of Finance in a letter dated April 5, 2017, it was determined that the payments from Agency to IPUC be actual cost and refundable, instead of nonrefundable. These reimbursable costs include consultant's affiliated work, IBC streetlight conduits and cabling, and 12kV high voltage feeder cabling and electrical transformers and services to each new IBC building, in the amount of \$8,075,000.00.

DISCUSSION

The design and infrastructure of work related to the extension of the electric distribution lines is complete and the remaining work involves providing and installing electrical transformers and electrical services from the feeder cables to electrical service panels to each building being constructed throughout the IBC. Since the Contract was created in 2017, the cost to furnish and install the electrical equipment such as feeder cables, pad mounted switches and pad mounted transformers necessary to complete all required work to energize services to the buildings has increased significantly. Staff is recommending an increase the payment from the Agency to the IPU by \$1,500,000.00 to ensure the electrical work can continue uninterrupted.

In ROPS 23-24, Line Item No. 206 is approved for \$1,500,000.00. Staff recommends approving Amendment No. 2 to the Contract to allow for the transfer of \$1,500,000.00 to the IPU from the Agency, beginning July 1, 2023. As noted, the funds are reimbursable to the Agency, if unused.

FISCAL IMPACT

The fiscal impact associated with Amendment No. 2 is \$1,500,000.00 to IPU (Account No. 161-2065.01).

RECOMMENDATION

Staff recommends the Agency approve Amendment No. 2 to the Contract.

Attachments

A. Amendment No. 2 to the Contract for Extension of Electric Distribution Line between the Successor Agency to the Industry Urban-Development Agency and the Industry Public Utilities Commission

dated March 9, 2023

AMENDMENT NO. 2

TO THE CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE

This Amendment No. 2 to the Contract for Extension of Electric Distribution Line Agreement (“Agreement”) is made and entered into this 9th day of March 2023, by and between the Successor Agency to the Industry Urban-Development Agency (“Applicant”) and Industry Public Utilities (“IPU”). The Applicant and IPU are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on January 23, 2017, the Agreement was approved by the Oversight Board of the Successor Agency to the Industry Urban-Development Agency, pursuant to IPU’s Rule 15 and Rule 16, Distribution Line Extensions and Service Extensions, to install an electric Distribution Line Extension to the location or locations cited on the Agreement, wherein the Applicant was to pay the IPU the costs associated with construction, totaling \$8,075,000.00; and

WHEREAS, based on direction from the California Department of Finance, on September 21, 2017 and September 28, 2017, Amendment No. 1 was approved by the IPU and Applicant, respectively, revising the language of Section 3.1 of the Agreement under Payments, requiring the payments be for the actual costs, rather than a non-refundable deposit; and

WHEREAS, due to rising costs of materials and supplies, and the ongoing development at the Industry Business Center, it is necessary increase the total amounts payable by the IPU to the Applicant by \$1,500,000.00 as shown in Appendix A; and

WHEREAS, for the reasons set forth herein, the Applicant and IPU desire to enter into this Amendment No. 2, 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:

Appendix A, Successor Agency Reimbursement Costs

The Successor Agency Reimbursement Costs is hereby rescinded in its entirety, and replaced with the Attachment 1, attached hereto, and incorporated herein by reference.

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

**“APPLICANT”
SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY**

**“IPU”
INDUSTRY PUBLIC UTILITIES**

By: _____
Cory C. Moss, Chair

By: _____
Cory C. Moss, President

Attest:

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

APPENDIX A

Successor Agency Reimbursement Costs

Cost to Date (CNC SA Spreadsheet)	
Affiliated Work (Industry Business Center)	\$1,710.32
Affiliated Work (Industry Business Center)	\$473,289.68
Total Costs to Date	\$475,000.00

Cost to Compete (Butsko Estimates)	
IBC East Side Streetlight and Cabling	\$1,300,000.00
East Side 12kV High Voltage Feeder Cabling	\$1,600,000.00
IBC West Side Streetlight and Cabling	\$2,100,000.00
IBC West Side 12kV High Voltage Feeder Cabling	\$4,100,000.00
	\$9,100,000.00

Total	\$9,575,000.00
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EXHIBIT A TO AMENDMENT NO. 2

Contract for Extension of Electric Distribution Line between the Successor Agency to the Industry Urban-Development Agency and the Industry Public Utilities Commission
(dated January 23, 2017)

CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE
RULE 15

1. PARTIES

This Contract for Extension of Electric Distribution Line ("Contract") is issued this ~~8th day of September, 2018~~ 23rd day of January, 2017

The Parties to this Contract are:

Successor Agency to the Industry Urban-Development Agency

("Applicant")

and Industry Public Utility Commission ("IPUC"). Applicant and IPUC are referred to individually as "Party" and collectively as "Parties".

2. RECITALS

Applicant has requested IPUC, pursuant to IPUC's Rule 15 and Rule 16, Distribution Line Extensions and Service Extensions, to install an electric Distribution Line Extension to the location or locations described as follows:

Project known as the Industry Business Center, roughly 600 acres on the eastern and western sides of Grand Avenue, North of the SR57/S60 Freeway.

(Hereinafter referred to as "Project")

3. AGREEMENT

3.1 Responsibilities of Applicant

Construction

Applicant shall, in accordance with IPUC's specifications and timing requirements for the Project:

- o Perform route clearing, tree trimming, trenching, excavating, and backfilling and compacting;
- o Furnish imported backfill material and dispose of trench spoil as required;
- o Furnish, install and transfer ownership to IPUC any substructures, conduit, and protective structures required;
- o Obtain any necessary construction permits for all work performed by Applicant under this Contract.

If Applicant elects to have IPUC perform any part of this work, Applicant shall pay to IPUC, as specified herein and before the start of construction, IPUC's estimated-installed costs thereof.

Rights of Way

Applicant hereby grants to IPUC the rights of way and easements for the Distribution Line Extension over the shortest, most practical, available, and acceptable route within Applicant's property for the purpose of making delivery of electric service hereunder. Such easement shall include the right of access and right to trim trees as necessary. Where formal rights of way, easements, land leases, or permits are required by IPUC for installation of facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that IPUC shall not be obligated to install the Distribution Line Extension for the Project unless and until any necessary permanent rights of way, easements, land leases, and permits, satisfactory to IPUC, are granted to or obtained for IPUC without cost to or condemnation by IPUC.

Payments

Applicant shall pay, before the start of construction, the non-refundable amounts as set forth in Appendix A to this Contract. This includes the costs for substructures and conduits which IPUC had previously installed at its expense in anticipation of the current Distribution Line Extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the Distribution Line Extension shall be furnished or paid for by Applicant and shall be installed by IPUC.

Joint Applicants. The total contribution or advance from joint Applicants will be apportioned by IPUC among the members of the group in such manner as Applicants mutually agree.

3.2 Responsibilities of IPUC

Construction

IPUC shall install, own, operate, and maintain the Distribution Line Extension to serve the Project. IPUC will install only those facilities that, in IPUC's judgment, will be used within a reasonable time to serve permanent loads.

3.3 Ownership of Facilities

Title to and ownership of the Distribution Line Extension shall vest in IPUC. Applicant does hereby agree that upon completion and acceptance by IPUC of any Applicant-installed facilities, title to each and every component part thereof shall immediately pass to IPUC free and clear of all liens and encumbrances.

3.4 Service Facilities

Service extensions shall be installed pursuant to IPUC's Rule 16, Service Extensions.

3.5 Street Lighting Facilities

Street lighting and Distribution Line Extensions within the Project solely for service to street lighting equipment shall be installed in accordance with the appropriate street light tariff schedule. Street light revenues are not applicable toward allowances or refunds for Distribution Line Extensions. Electrollers shall be located at points determined by the governmental agency having jurisdiction over streets to be dedicated to that agency or by Applicant for privately owned and maintained streets open to and used by the general public.

3.6 Delays in Construction

Force Majeure. IPUC shall not be responsible for any delay in the installation or completion of the facilities by IPUC resulting from the late performance of Applicant's responsibilities under this Contract, shortage of labor or material, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgements of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of IPUC.

Resources. IPUC shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond IPUC's control.

Contract Revision. If Applicant does not commence installation of any facilities which are Applicant's responsibility or IPUC is prevented from commencing the installation of the facilities for causes beyond its reasonable control within one year from the effective date of this Contract, IPUC may, in its discretion, revise its cost estimate and recalculate the amounts set forth herein. IPUC will notify Applicant of such increased costs and give the option to either terminate this Contract or pay IPUC the additional charges.

3.7 Contract Termination

If at any time during the term of this Contract, IPUC is not the sole deliverer of electrical requirements for the Project, this Contract may be terminated. Upon termination of the Contract, Applicant agrees to forfeit that portion of the advance paid to IPUC for its expenses covering any engineering, surveying, right of way acquisition and other associated work incurred by IPUC.

3.8 Indemnification

Applicant shall, at its own cost, defend, indemnify, and hold harmless IPUC, its officers, agents, employees, assigns, and successors in interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Applicant or its contractor and employees, officers or agents of either Applicant or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under this Contract.

3.9 Assignment of Contract

Applicant may assign this Contract, in whole or in part, only if IPUC consents in writing and the party to whom the Contract is assigned agrees in writing, to perform the obligations of Applicant hereunder. Assignment of the Contract shall not release Applicant from any of the obligations under this Contract unless otherwise provided therein.

3.10 Joint and Several Liability

Where two or more individuals or entities are joint Applicants under this Contract, all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

3.11 Warranty

Applicant warrants that all work and/or equipment furnished or installed by Applicant or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by IPUC and extend for one (1) year. Should the work develop defects during that period, IPUC, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Applicant repair or replace the defective work and/or equipment and, in either event, Applicant shall be liable for all costs associated with such repair and/or replacement. Applicant upon demand by IPUC, shall promptly correct, to IPUC's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

3.12 Contract Effective Date

This Contract shall not be effective unless it is (1) executed and delivered by Applicant to IPUC together with payment required hereunder within ninety (90) days of the date in Paragraph 1 of this Contract and (2) accepted by IPUC. This Contract shall then be effective on the date executed by IPUC and shall take effect without further notice to Applicant.

3.13 Commission Jurisdiction

This Contract is subject to the applicable provisions of IPUC's tariffs, including Rule 15 and Rule 16, filed and authorized by the Industry Public Utilities Commission.

This Contract shall, at all times, be subject to such changes or modifications by the Industry Public Utilities Commission, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

3.14 Completion Date

The completion date requested by Applicant is December 31, 2019

4. SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign.

APPLICANT(S)

CORPORATION, PARTNERSHIP, OR DBA: Successor Agency to the Industry Urban-Development Agency

NAME OF AUTHORIZED INDIVIDUAL: Mark D. Radecki

SIGNATURE: 

TITLE: Chairman

MAILING ADDRESS: 15625 Stafford Street Suite 100 Industry, CA 91744

TELEPHONE: 626-333-2211

ADDITIONAL SIGNATURES FOR JOINT APPLICANTS

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

APPORTIONMENT OF ADVANCE AMONG JOINT APPLICANTS:

INDUSTRY PUBLIC UTILITY COMMISSION

NAME OF AUTHORIZED INDIVIDUAL: Mark D. Radecki

SIGNATURE: _____

TITLE: President

DATE EXECUTED: ~~September 30, 2016~~ January 23, 2017

DATE IPUC FIRST READY TO SERVE: TBD

WORK ORDER NO. _____

ASSOCIATED WORK ORDER NOS. N/A

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.6

Verbal Presentation