

Staff Report

TO: Board of Directors

FROM: Keane Sommers, P.E., Hydroelectric Manager
Greg Jones, Assistant General Manager
Naomi Schmitt, Interim Human Resources Manager

DATE: March 9, 2022

SUBJECT: South Yuba Canal/Deer Creek Powerhouse

HYDROELECTRIC

RECOMMENDATION:

Adopt Resolution 2022-13 - South Yuba Canal/Deer Creek Powerhouse (Attachment A) approving the following:

1. Six job descriptions,
2. The addition of 3.75 full-time equivalent staff to the 2022 Annual Budget (including salary and benefit expenditures),
3. An amendment to the 2022 Annual Budget that includes the following:
 - a. An increase in proposed operational expenditures for Fund 50 by \$1,162,435.
 - b. A transfer of \$180,000 from Fund 50 to Fund 55 to fund the proposed capital expenditures.
 - c. The approval of the Deer Creek Powerhouse Integration Capital Improvement Project for a total project cost not to exceed \$180,000. This capital project will be funded in Fund 55 and is required to integrate the Deer Creek Powerhouse into our existing powerhouse operation systems.
 - d. A \$580,000 increase in Fund 50 revenue.
4. Execution of the necessary documents to enter into a new power purchase agreement between the District and the Northern California Power Agency.

BACKGROUND:

During the November 14, 2018 Board Meeting, the Nevada Irrigation District (NID) Board of Directors adopted Resolution 2018-35 approving the purchase of the

Deer Creek Development and associated facilities and appurtenances. On April 28, 2021, the NID Board of Directors Adopted Resolution 2021-12, which reaffirmed the commitment to the acquisition of the Deer Creek Assets.

Since the approval of the purchase, the transfer has been on hold pending regulatory approval. The final necessary approval from the Federal Energy Regulatory Commission (FERC) was received on November 18, 2021. The District expects the transfer to be complete on April 11, 2022.

In order to safely operate and maintain the system, staff is recommending the Board of Directors approve several changes to job descriptions, increase District staffing levels, approve a budget amendment, and approve a Power Purchase agreement.

Job Description Modifications

The acquisition of the South Yuba Canal infrastructure requires the addition of staff to operate, maintain, and administer the system. Based on an analysis of the current organizational structure, staff recommends that six new job descriptions be approved by the Board. It should be noted that although staff is recommending approval of six new job descriptions, it is proposed that only 3.75 full-time equivalents (FTEs) be added at this time. Adoption of all six of the job classifications now will provide for greater flexibility in future budget cycles. Additionally, this effort will aid in aligning job descriptions between departments with the goal of ultimately reducing the total number of job descriptions across all departments. As previously indicated, approval of a job description does not authorize budget or add additional staff. Further Board action would be required to fill these positions. Staff is recommending the approval of the following new job descriptions (see Attachment B for proposed job descriptions):

- Administrative Analyst I-II
- Senior Administrative Analyst
- Hydroelectric Compliance and Protection System Specialist
- Supervising Electrical Systems Technician
- Supervising Mechanical/Civil Foreman
- Supervising Operator

The Administrative Analyst position family (including Administrative Analyst I, II, and Senior) will provide professional-level support and leadership to an assigned department. This position will perform administrative, analytical, and technical duties such as budget analysis and expenditure monitoring, as well as preparing reports, manuals, and procedures as needed. An Administrative Analyst will identify operational and administrative issues and aid in finding solutions, and

assist in the implementation of the recommendations. Currently, the District has the Management Assistant job description, which is like the proposed Administrative Analyst position but performs less technical duties and is more secretarial in nature. The Administrative Analyst position is intended to complete higher-level analytical tasks and to self-lead complex projects.

The Hydroelectric Compliance and Protection System Specialist will be responsible for maintaining, installing or replacing, testing, and documenting all electrical protective relaying schemes, metering, transformers, breakers, and associated equipment. This position will help to maintain electrical testing documentation for compliance reporting to North American Electric Reliability Corporation (NERC). This position will support routine and complex electrical projects from inception to completion and provide administrative support to the assigned supervisor.

The supervising positions (electrical systems technician, mechanical/civil foreman, and operator) have been developed to address the span of control issues that exist in the current Hydroelectric Department organizational structure that are amplified as a result of staffing required to support the acquisition. All of the positions include supervisory and field job functions. Typical duties include organizing, directing, and supervising assigned staff as well as performing technical tasks associated with maintenance or operations of the powerhouses.

2022 Annual Budget FTE Additions and Deletions

Table 1 identifies the requested changes in Full-Time Equivalent (FTEs) in the Hydroelectric Department. The staffing increases are necessary to absorb the operations and maintenance of the facilities. Justification for each of the positions is provided below the table.

Table 1 – Requested changes in Hydroelectric Department FTEs

Additions	Deletions
<ul style="list-style-type: none"> • 1 - Administrative Analyst I/II • 1 - Hydroelectric Compliance and Protection System Specialist • 1 - Supervising Electrical Systems Technician • 1 - Supervising Mechanical/Civil Foreman • 1 - Senior Hydroelectric Maintenance Technician • 1 - Hydroelectric Water Systems Operator I/II 	<ul style="list-style-type: none"> • 1 - Senior Hydroelectric Systems Technician • 1 - Management Assistant • 0.25 – Office Assistant

The addition of the Administrative Analyst position is necessary to support the acquired facilities. Along with the newly supported infrastructure will come unexpected challenges and require staff that is able to tackle a broad range of

high-level responsibilities and can adapt quickly to needs as they arise. Staff must be able to look creatively at the changing needs and help to create and implement solutions. New procedures will need to be identified and defined. Maintenance, Operations, and Compliance personnel will require additional support from administrative staff to ensure they have the tools and resources necessary to be successful while taking on their new responsibilities. The addition of this position coincides with the deletion of the Management Assistant in the Department and does not result in any additional FTEs.

The addition of the Hydroelectric Compliance and Protection System Specialist position is necessary for an in-depth understanding of high-voltage protection systems – not only for the safety of personnel, but also the safe and reliable operations of the powerhouses, equipment testing, maintenance, project planning, and review, and the District's compliance obligations with regulatory agencies. Compliance obligations include understanding NERC Reliability Standards and how they apply to NID's facilities, providing proper evidence, planning, and participating in the NERC or Western Electricity Coordinating Council (WECC) audit(s). The addition of this position coincides with the deletion of the Senior Hydroelectric Systems Technician in the Department and does not result in any additional FTEs.

The addition of the Water System Operator position is necessary because the acquisition includes 17.22 miles of canal, flume, pipe, and tunnel; one dam and associated reservoir; one powerhouse; and related appurtenant facilities. These facilities must be regularly patrolled. Canal patrols alone will take an estimated 108 hours per month. Powerhouse inspection is estimated to take 48 hours per month. Inclement weather or emergency situations will increase these time estimates.

The addition of the Supervising Electrical Systems Technician, Supervising Mechanical/Civil Foreman, and Senior Hydroelectric Maintenance Technician is based on current discussions with PG&E regarding staffing levels for the maintenance needs of the facility. Although staff is requesting the addition of all these positions at this time, the positions will be hired slowly throughout 2022 as the needs of the facility are better understood.

The overall proposed addition to staffing levels is 3.75 FTEs.

Budget Amendment

The revenue and expenditures associated with the South Yuba Canal facilities acquisition were not included in the approved 2022 Annual Budget. At the time of budget adoption, the timing of the acquisition was unknown. As such, it is now

necessary to approve a budget amendment. The proposed action will require the following budget amendments:

- An increase in proposed operational expenditures for Fund 50 by \$1,162,435. This total includes expenditures for salaries and benefits, materials and supplies, consultant fees, contractors, and other operational costs. A summary of proposed expenditures is provided in Attachment C.
- A transfer of \$180,000 from Fund 50 to Fund 55 to fund the proposed capital expenditures.
- The approval of the Deer Creek Powerhouse Integration Capital Improvement Project for a total project cost not to exceed \$180,000. This capital project will be funded in Fund 55 and is required to integrate the Deer Creek Powerhouse into our existing powerhouse operation systems. The project details and proposed costs estimate are included in Attachment D.
- A \$580,000 increase in Fund 50 revenue.

Power Purchase Agreement

The proposed infrastructure acquisition includes the Deer Creek Powerhouse. To sell the power associated with the powerhouse, it is necessary to enter into a power purchase agreement (the proposed agreements for the power purchase agreement are included in Attachment E). Proposed terms and conditions of the power purchase agreement are similar to those recently negotiated for the Combie South Powerhouse. Key terms are as follows:

- Delivery Term: April 11, 2022 – December 31, 2023
- Renewable Energy Credit (REC) Price: \$13.00 / REC
- Resource Adequacy (RA) Price: \$5.50 / kW-month
- Energy Price: California Independent System Operator (CAISO) Locational Marginal Price (LMP) calculated at the Delivery Point

In order to forecast energy revenue from the powerhouse, monthly mean generation from the period of 2010 to 2018 was calculated. Forecasted generation was assumed to be one standard deviation below the mean. The 2021 monthly average LMP for the delivery node was reviewed and contained anomalies that made it unsuitable for revenue forecasting. The LMP used for forecasting revenue impacts at the Dutch Flat #2 powerhouse in NID's response to the Federal Energy Regulator Commission's (FERC) Additional Information Request (AIR) was used as a surrogate.

Revenue for the sale of RECs was based on the forecasted energy generation multiplied by the contract rate. Revenue from the sale of RA was based on the 2022 CAISO Net Qualify Capacity (NQC) for the Deer Creek Powerhouse.

Based on the assumptions identified above, annual revenue from the powerhouse is forecasted to be approximately \$710,000. For the period from April 11, 2022, through December 31, 2022, revenue is forecast to be approximately \$580,000.

BUDGETARY IMPACT:

Approval of this resolution includes the following amendments to the 2022 Annual Budget:

- An increase in proposed expenditures for Fund 50 by \$1,162,435.
- A transfer of \$180,000 from Fund 50 to Fund 55.
- A \$180,000 increase in expenditures for Fund 55.
- A \$580,000 increase in Fund 50 revenue.

The proposed amendments will increase the total projected revenue for Fund 50 to \$25,413,811. Total projected revenue exceeds all proposed expenditures (including the proposed amendment) by \$2,102,637 (this does not include the funding of reserves included in the 2022 Annual Budget). After the proposed amendments, the projected unassigned balance of Fund 50 at fiscal year-end is \$4,997,965.

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Attachments: (6)

- Attachment A Resolution 2022-13
- Attachment B Job Descriptions
- Attachment C Operational Expenditure Breakdown
- Attachment D Deer Creek Powerhouse Integration CIP
- Attachment E Draft Resource Contingent REC Transaction Confirmation and Draft Resource Contingent Resource Adequacy Transaction Confirmation
- Attachment F South Yuba Canal / Deer Creek Powerhouse Transfer Presentation dated 3/9/2022



RESOLUTION NO. 2022-13
OF THE BOARD OF DIRECTORS OF THE NEVADA IRRIGATION DISTRICT

South Yuba Canal / Deer Creek Powerhouse

WHEREAS, Nevada Irrigation District (“NID”) and Pacific Gas & Electric Company (“PG&E”) are parties to the Deer Creek Asset Sale and Purchase Agreement pursuant to which PG&E agreed to sell, and NID agreed to buy, PG&E’s Deer Creek Assets.

WHEREAS, the Asset Sale and Purchase Agreement included various conditions precedent, including the requirement to obtain California Public Utility Commission approval (“CPUC Approval”) and Federal Energy Regulatory Commission approval of the transaction and related FERC license transfer (“FERC Approval”).

WHEREAS, the various conditions precedent are expected to be met and the close of the transaction is expected to occur on or about April 11, 2022.

WHEREAS, the close of the transaction will cause responsibility for the operations and maintenance of the Deer Creek Development which includes that portion of the South Yuba Canal commencing immediately downstream of the cross-gate commonly known as “YB-139”, the Chalk Bluff Canal, the Deer Creek Forebay Dam, the Deer Creek Forebay, the Deer Creek Powerhouse, the Deer Creek Powerhouse Penstock, and the Deer Creek Switchyard, and associated canals and facilities to transfer to NID.

WHEREAS, this additional responsibility requires approval of new job descriptions, staffing increases, a budget amendment, and a power purchase agreement in order to operate and maintain the facilities.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Nevada Irrigation District:

1. The Board of Directors hereby approves the job descriptions for Administrative Analyst I-II, Senior Administrative Analyst, Hydroelectric Compliance and Protection System Specialist, Supervising Electrical Systems Technician, Supervising Mechanical/Civil Foreman, Supervising Operator along with the necessary changes to the current Wage Schedule.
2. The Board of Directors hereby approves the addition of the following Full Time Equivalent to 2022 Hydroelectric staffing levels:
 - a. 1 - Administrative Analyst I/II
 - b. 1 - Hydroelectric Compliance and Protection System Specialist
 - c. 1 - Supervising Electrical Systems Technician
 - d. 1 - Supervising Mechanical/Civil Foreman
 - e. 1 - Senior Hydroelectric Maintenance Technician
 - f. 1 - Hydroelectric Water Systems Operator I/II
3. The Board of Directors hereby approves the deletion of the following Full Time Equivalent to 2022 staff levels:
 - a. 1 - Senior Hydroelectric Systems Technician
 - b. 1 - Management Assistant
 - c. 0.25 – Office Assistant
4. The Board of Directors hereby approves the following amendment to the 2022 Annual Budget:
 - a. An increase in proposed operational expenditures for Fund 50 by \$1,162,435. This total includes expenditures for salaries and benefits, materials and supplies, consultant fees, contractors, and other operational costs.
 - b. A transfer of \$180,000 from Fund 50 to Fund 55 to fund the proposed capital expenditures.
 - c. The approval of the Deer Creek Powerhouse Integration Capital Improvement Project for a total project cost not to exceed \$180,000. This capital project will be funded in Fund 55 and is required to integrate the Deer Creek Powerhouse into our existing powerhouse operation systems.
 - d. A \$580,000 increase in Fund 50 revenue.
5. The Board of Directors hereby approves a contract with Northern California Power Agency (NCPA) for the sale of Portfolio Content Category 1 Product Resource Contingent Bundled Renewable Energy Credits (RECs) and a contract for the sale of Designated Resource Adequacy (RA) Capacity of RA Attributes,

Local RA Attributes, and if applicable, Flexible RA Attributes from the Deer Creek Powerhouse including any non-substantive modifications as may be approved by NID's General Counsel.

6. The Board of Directors hereby authorizes the General Manager to execute the agreements necessary to cause the actions contemplated by this resolution.

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PASSED AND ADOPTED by the Board of Directors of the Nevada Irrigation District at a regular meeting held on the 9th day of March 2022, by the following vote:

AYES:	Directors:
NOES:	Directors:
ABSENT:	Directors:
ABSTAINS:	Directors:

President of the Board of Directors

Attest:

Secretary to the Board of Directors

NEVADA IRRIGATION DISTRICT

Job Description

Job Title:	Administrative Analyst I/II	Reports To:	Assigned Supervisor
Salary Range:	B03 / B23	Approved by Board of Directors:	xx/xx/xxxx
FLSA Status:	Non-exempt	Unit:	Office
<p><i>Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.</i></p>			

Definition

Under supervision, learns to perform and performs professional administrative, analytical and technical duties in providing staff assistance; develops, implements and administers assigned program responsibilities, including budget preparation and financial management; conducts research, performs grant coordination services; performs other related duties as required.

Distinguishing Characteristics

Administrative Analyst I: This is the entry-level class in the Administrative Analyst series that allows the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine and less complex support assignments while learning policies and procedures. As experience is gained, there is greater independence of action within established guidelines. This classification is alternatively staffed with Administrative Analyst II and incumbents may advance to the higher-level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher-level class.

Administrative Analyst II: This is the full professional level class in which the incumbent is expected to independently perform the full scope of administrative analysis and research on new and current program activities as assigned. This classification is distinguished from the next higher class of Senior Administrative Analyst in that the latter is expected to independently perform the full scope of administrative analysis, research and management of new and current program activities as assigned.

Supervision Received and Exercised

Administrative Analyst I

Receives immediate supervision from assigned supervisory personnel. May exercise functional and technical supervision.

Administrative Analyst II

Receives general supervision from assigned supervisory personnel. May exercise functional and technical supervision.

Essential Functions Statements

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Performs professional administrative, analytical and technical duties in providing staff assistance.
2. Coordinates department budget, analysis and administration; monitors expenditures.

3. Conducts research and provides administrative assistance within the department.
4. Coordinates grant services, including writing, scheduling, seeking out, and identifying grants and assigning staff to follow up with the application process as necessary.
5. Oversees a variety of special projects; prepares a wide variety of reports, manuals, procedures and publications; conducts policy and legislative analysis.
6. Coordinates assigned work with related activities by other District departments, governmental organizations and public organizations; identifies interdepartmental cooperation opportunities.
7. Provide assistance in resolving operational and administration issues; identify issues and conduct research to find alternative solutions; make and assist in the implementation of recommendations.
8. Assist the public with interpreting, understanding, and complying with District policies and procedures. Performs routine data entry and other office support activities, including creating, sorting, etc.
9. Prepares and sends yearly renewals and delinquent notices to businesses for licenses.
10. Coordinate and make travel arrangements; maintain appointment schedules and calendars; arrange meetings and conferences.
11. Maintain a variety of logs and records related to the purchase and procurement of materials, supplies, and equipment including expenditures for special projects; and compile and prepare reports of materials received for payment.

Qualifications

Knowledge of:

- Operational characteristics, services and activities of assigned program area.
- Principles, practices and methods of administrative and organizational analysis.
- Principles and practices of program and budget development and implementation.
- Grant writing and administration.
- Public administration policies and procedures.
- Principles, structuring and organization of municipal agencies.
- Methods and techniques of supervision, training and motivation.
- Basic principles of mathematics.
- Applicable federal, state and local laws, codes and regulations.
- Methods and techniques of scheduling work assignments.
- Standard office procedures, practices and equipment.
- Modern office equipment including a computer and applicable software.
- Methods and techniques for record keeping and report preparation and writing.
- Proper English, spelling and grammar.

Ability to:

- Perform a full range of responsible analytical and administrative duties in support of assigned programs functions, and/or department involving the use of independent judgement and personal initiative.
- Analyze financial, budgetary, administrative, operational and organizational problems, evaluate alternatives and reach sound conclusions.
- Develop and coordinate work programs and grants; develop and administer a budget; prepare clear and concise administrative documents and reports; create and manage Excel spreadsheets.
- Research, compile, analyze, interpret and prepare a variety of fiscal, statistical and administrative reports.
- Implement, explain and apply applicable laws, codes and regulations.
- Train, supervise and motivate assigned staff.
- Read, interpret and record data accurately.
- Perform mathematical calculations quickly and accurately.
- Make adjustments to standard operating procedures to improve effectiveness and comply with regulatory changes as appropriate.
- Organize, prioritize and follow-up on work assignments.
- Work independently and as part of a team.
- Make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response.

Responsibility to:

- Obey safe work practices, procedures, and regulations including wearing protective equipment and safety devices.
- Operate equipment in a careful and safe manner.
- Acknowledge the use of safeguards by other employees.
- Report any removal, displacement, damage, destruction, or tampering of safety devices, safeguards, notices or warnings.
- Report any safety risks or hazards to your supervisor or other management personnel.
- Report to your supervisor or other management personnel any work assignment that you feel would require you to perform the work in an unsafe manner.

Experience and Education Guidelines

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of responsible administrative, analytical and technical experience.

Education:

Administrative Analyst I

A bachelor's degree in business or a related field may be substituted for the two years of experience.

Administrative Analyst II

In addition to the above, two years of experience equivalent to that of an Administrative Analyst I with Nevada Irrigation District.

License and Certificate:

Possession of a valid California driver's license.

Possession of a Notary Public certificate or ability to obtain one within 6 months of appointment depending on assignment.

Working Conditions

Environmental Conditions:

Work is normally performed in a temperature-controlled office environment subject to typical office noise. Some duties may include working in an outdoor environment, depending on assignment.

Physical Conditions:

Essential functions may require maintaining physical condition necessary to sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone, write or use a keyboard to communicate through written means; and lift or carry weight of 25 pounds or less.

Mental Conditions:

Essential functions may require maintaining mental condition necessary to review documents related to department operations; observe, identify, and problem solve office systems and procedures; understand, interpret and explain department policies and procedures; explain and problem solve office issues for the public and with staff; handle conflict.

NEVADA IRRIGATION DISTRICT

Job Description

Job Title:	Senior Administrative Analyst	Reports To:	Assigned Supervisor
Salary Range:	B43	Approved by Board of Directors:	xx/xx/xxxx
FLSA Status:	Non-exempt	Unit:	Office
<p><i>Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.</i></p>			

Definition

Under general direction, performs highly responsible, complex and extremely sensitive and/or confidential administrative and analytical professional and technical assistance to management staff; independently develops, implements and administers assigned program responsibilities, including budget preparation and financial management; conducts research, performs grant coordination services; conducts organizational analysis, operational audits, and coordinates activities of assigned department with other departments, divisions, and/or outside agencies; supervises other professional and technical staff; performs other related duties as required.

Distinguishing Characteristics

The Senior Administrative Analyst is a professional level class in which the incumbent is expected to independently perform the full scope of administrative analysis, research and management of new and current program activities as assigned. This role is considered the lead and/or specialist level within the Administrative Analyst Series. In the lead assignment, incumbents provide supervision and direction to technical and/or professional level staff including delegation, direction, and evaluation of assigned work. In the specialist assignment, incumbents work on specialized projects containing a high number of complex, difficult, and sensitive tasks and assignments. Positions at this level are distinguished from those in the lower classification of Administrative Analyst II by their performance of more difficult and complex work requiring independent judgment and decision-making for more complex departmental issues.

Supervision Received and Exercised

Receives general supervision from assigned supervisory or management personnel.

May exercise functional and technical supervision of lower-level personnel.

Essential Functions Statements

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Performs professional administrative, analytical and technical duties in providing staff assistance to the executive within the department.
2. Coordinates development of department or area budgets, conducts analysis and administration, monitors expenditures.
3. Reviews existing and future programs and agreements to ensure efficiency of administration and cost effectiveness. Provides recommendations for improvements.

4. Compiles and analyzes information, evaluates options, prepares and presents recommendations for review by management.
5. Assists in development and implementation of policies, procedures, goals and objectives.
6. Conducts detailed and complex organizational studies pertaining to workflow, time and cost factors, administrative systems, records and filing systems, procedures, staffing levels, and organizational structures to determine potential areas for organizational improvement.
7. Oversees a variety of special projects; prepares a wide variety of reports, manuals, procedures and publications; conducts policy and legislative analysis.
8. Coordinates assigned work with related activities by other departments, governmental organizations and public organizations; identifies interdepartmental cooperation opportunities.
9. Oversees grant services by providing assistance, as needed, to staff completing grant applications. Works with departments by assisting staff, as needed, in meeting and understanding grant requirements so all aspect of grant compliance are addressed. Maintains continuing and effective rapport with staff in various local, regional, state and federal offices to ensure timely knowledge of grant related information; negotiates resolutions of eligibility and compliance issues.
10. Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, management, staff and the public.

Financial/Budget Support:

1. Develops and directs the implementation of goals, objectives, policies and procedures and work standards for the administrative support function of the department.
2. Directs departmental operations on fiscal matters, including budget development, monitoring and control, including departmental oversight of financial transactions.
3. Oversees and coordinates the development of the department's or multiple departments' operating, capital, and revenue budgets in coordination with other divisions.
4. Monitors the budget and takes corrective action at the fund level for multiple enterprise and governmental funds.
5. Ensures adherence to codes, applicable laws, regulations and guidelines relating to administrative and financial activities.
6. Represents the department in interpreting and explaining financial, administrative and operational plans and documents to District officials, auditors, other agencies and the general public. May train individuals, departments, or groups.
7. Coordinates and prepares requests for grant funds and appropriate records and cost reports to various funding agencies.
8. Performs analytical work in the development and management of grants and contracts and the management of department level procurement and/or personnel functions, based on established budgets.

9. Prepares substantial planning documents such as impact fee studies, long-term operational management plans, and other policy development and implementation studies.
10. Establish positive working relationships with representatives of community organizations, state/local agencies and associations, management and staff and the public.

Qualifications

Knowledge of:

- Principles, practices and methods of administrative and organizational analysis.
- Principles and practices of program and budget development and implementation.
- Grant writing and administration.
- Public administration policies and procedures.
- Principles, structuring and organization of municipal agencies.
- Methods and techniques of supervision, training, evaluation and motivation.
- Basic principles of mathematics.
- Applicable federal, state and local laws, codes and regulations.
- Methods and techniques of scheduling work assignments.
- Standard office procedures, practice and equipment; modern office equipment including a computer and applicable software.
- Methods and techniques for record keeping and report preparation and writing.
- Proper English, spelling and grammar.

Ability to:

- Analyze financial budgetary, administrative, operational and organizational problems, evaluate alternatives and reach sound conclusions and communicate results with management, staff, and/or the public.
- Develop and coordinate work programs and grants.
- Develop and administer a budget.
- Prepare clear and concise administrative documents and reports.
- Research, compile, analyze, interpret and prepare a variety of fiscal, statistical and administrative reports.
- Implement, explain and apply applicable laws, codes and regulations.
- Train, supervise and motivate assigned staff.
- Read, interpret and record data accurately.
- Perform mathematical calculations quickly and accurately.
- Make adjustments to standard operating procedures to improve effectiveness and comply with regulatory changes as appropriate.
- Organize, prioritize and follow-up on work assignments.
- Work independently and as part of a team.
- Make sound decisions within established guidelines.
- Train individuals, departments, or groups in areas pertaining to expertise (i.e. financial, personnel, research) analyze a complex issue, develop and implement an appropriate response.
- Communicate clearly and concisely, both orally and in writing, establish and maintain effective working relationships.

- Operate an office computer and variety of word processing, spreadsheet, presentation, financial and other software applications. Develop, analyze, proofread and maintain Excel spreadsheets.

Responsibility to:

- Obey safe work practices, procedures, and regulations including wearing protective equipment and safety devices.
- Operate equipment in a careful and safe manner.
- Acknowledge the use of safeguards by other employees.
- Report any removal, displacement, damage, destruction, or tampering of safety devices, safeguards, notices or warnings.
- Report any safety risks or hazards to your supervisor or other management personnel.
- Report to your supervisor or other management personnel any work assignment that you feel would require you to perform the work in an unsafe manner.

Experience and Education Guidelines

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Equivalent of seven years of directly related analyst experience, including two years of project management experience.

Education:

Bachelor's degree in business, public administration or a related field. A Master's degree in a related field is highly desirable.

License and Certificate:

Possession of a valid California driver's license.

Working Conditions

Environmental Conditions:

Work is normally performed in a temperature-controlled office environment subject to typical office noise. Some duties may include working in an outdoor environment, depending on assignment.

Physical Conditions:

Essential functions may require maintaining physical condition necessary to sit at desk and/or stand at counter for long periods of time; intermittently twist and reach office equipment; write and use keyboard to communicate through written means; run errands as required; lift or carry weight of 25 pounds or less.

Mental Conditions:

Essential functions may require maintaining mental condition necessary to review documents related to department operations; observe, identify, and problem solve office systems and procedures; understand, interpret and explain department policies and procedures; explain and problem solve office issues for the public and with staff; handle conflict.

NEVADA IRRIGATION DISTRICT

Job Description

Job Title:	Hydroelectric Compliance and Protection System Specialist	Reports To:	Hydroelectric Maintenance Superintendent
Salary Range:	C33	Approved by Board of Directors:	xx/xx/xxxx
FLSA Status:	Non-exempt	Unit:	Field
<p><i>Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.</i></p>			

Definition

Responsible for maintaining documentation and testing all electrical protective relaying schemes, metering, transformers, breakers, and associated equipment. This position will assist to maintain electrical testing documentation for compliance reporting to NERC. This position will support routine and complex electrical projects from inception to completion; and to provide administrative support to assigned supervisor.

Distinguishing Characteristics

A Hydroelectric Compliance and Protection System Specialist is the advanced journey level with extensive knowledge of substation protection, control, and metering equipment. Employees at this level are distinguished from other classes by the level of responsibility assumed, complexity of duties assigned, independence of action taken, by the amount of time spent performing the duties, and the nature of public contact. Employees perform the most difficult and responsible types of duties assigned to the classes within this series, including providing technical and functional supervision over assigned personnel and to perform the most complex electrical, electronic, electro-mechanical, and protective relaying functions. Employees at this level are required to be fully trained in all procedures relating to the assigned areas of responsibility.

Supervision Received and Exercised

Receives direction from the Hydroelectric Maintenance Superintendent. May also receive direction from the Hydroelectric Compliance Administrator.

May exercise technical and functional supervision over assigned technical personnel, consultants, and contractors.

Essential Functions Statements

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Assist in developing written standard commissioning, testing and maintenance procedures for all protective relaying and generation facility electrical testing.
2. Perform end-to-end mechanical and digital relay testing of SEL, Beckwith, Westinghouse, General Electric or similar equipment.
3. Conduct differential and distance relay testing. Perform power factor testing, transformer turns ratio testing, megger and hi-pot testing.
4. Performs evaluations of equipment and makes recommendations for maintenance, repair, or replacement.

5. Actively participate in Hydroelectric Department compliance issues. Principal backup responsibility to the compliance administrator/analyst in NERC electrical compliance reporting.
6. Provides advanced guidance and support on compliance issues with industry standards (NERC, WECC) and assists to develop compliance related maintenance programs.
7. Provides assistance to staff with appropriate design criteria and calculations, ensures proper checking, design reviews, approvals and documentation.
8. Under direction, evaluates and makes recommendations to resolve plant equipment problems. Assists with creating start-up plans and tests as assigned.
9. Assists in conducting performance evaluations of power plant systems, major components and to conduct equipment performance tests as needed.
10. Maintains Doble, Megger, and Enoserve, etc. documentation of test results.
11. Directs and works with technicians and contractors in the office and in the field to complete required maintenance and testing tasks at stated intervals including but not limited to: breaker and transformer maintenance, protective relays, DC control system testing, and current sensing device testing.
12. Program and operate a variety of complex test equipment used in troubleshooting complex equipment; monitor equipment performance to forecast possible failures.
13. Install, inspect, test, adjust, repair and maintain a variety of equipment in power stations including relays, generators, transformers, control equipment, wiring, motors, starters, governors, pressure switches, electronic and electro-mechanical equipment.
14. Estimate time, materials, and equipment required for assigned jobs; research and order parts, materials, supplies and equipment necessary for repairs.
15. Coordinates with District personnel and departments to ensure compliance with federal, state, and industry reliability standards; assists in the preparation of applicable reports.
16. Assist with the development and modification of the preventative maintenance schedule.
17. Participate in evaluating the activities of staff, recommending improvements and modifications.
18. Assists with developing training programs specific to procedures and processes and assists in training apprentice level technicians.
19. Ensures electrical drawings are accurate and are updated as necessary.
20. Performs related duties as assigned.

Qualifications

Knowledge of:

- Advanced practices associated with the use, maintenance, and troubleshooting of sophisticated substation test equipment.
- Modern office equipment including use of applicable computer applications.
- Advanced principles and practices, tools, and terminology used in the electrical, electronic trade.
- Applicable codes, regulations and procedures governing the electrical, or electronic industry.
- Principles and practices of effective customer service.

- Advanced understanding of differential and phase angles.

Ability to:

- Ability to help calculate relay settings for all station automatic schemes, transmission line relaying, transformer bank protection, bus protection, generator protection, and breaker failure schemes.
- Ability to analyze relay operations and determine fault locations.
- Provide technical and functional supervision of assigned staff; effectively train staff.
- Independently operate a variety of tools and equipment in a safe manner.
- Accurately estimate time, materials, equipment and alternating factors to complete assigned work.
- Respond quickly and calmly in emergency situations.
- Ensure the safety of employees and equipment.
- Respond to after hour emergency call outs.
- Troubleshoot, isolate and make repairs to electrical, electronic and electro-mechanical equipment.
- Work within proximity and with voltages ranging from 120V to 115KV and to understand and avoid AC and DC electrical hazards.
- Communicate clearly and concisely, both orally and in writing.
- To diagnose problems on complex equipment or systems and determine urgency of corrective actions.

Responsibility to:

- Maintain written documentation necessary to demonstrate compliance for NERC Standards including PRC-005, PRC-019, PRC-024, PRC-025, and PRC-027.
- Coordinate testing for protective relays, generators, and substation equipment; maintain documentation and evidence for auditing purposes.

Experience and Education Guidelines

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be

Experience:

Five years of progressive experience in generation and/or transmission substation maintenance as a journeyman technician or equivalent experience in a related power industry field.

Education:

Associates degree or certificate in Electric Power Technology or a related field or equivalent combination of experience and education.

License and Certificate:

Possession of a valid California driver's license.

Working Conditions

Environmental Conditions:

Work is normally performed in a temperature-controlled room environment subject to typical plant operation noise. Some duties require field visits in an outdoor environment subject to outdoor conditions including extreme heat and cold and wet, humid conditions, fumes and/or airborne particles. Duties may be performed near moving mechanical parts and on slippery and uneven surfaces with exposure to toxic or caustic chemicals and risk of electric shock.

Physical Conditions:

Essential functions may require maintaining physical condition necessary to sit while studying or preparing reports; bend, squat, climb, kneel and twist when performing installation/repair of equipment; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 50 pounds or less. Requires working with arc flash protection clothing, masks, and related safety gear. Requires climbing structures and working in confined spaces.

Mental Conditions:

Essential functions may require maintaining mental condition necessary to know and understand all aspects of the job, and observe safety rules; analyze drawings, reports, and special projects; identify and locate equipment; interpret work orders; remember equipment location; and explain jobs to others; handle conflict.

NEVADA IRRIGATION DISTRICT

Job Description

Job Title:	Supervising Electrical Systems Technician	Reports To:	Hydroelectric Maintenance Superintendent
Salary Range:	C33	Approved by Board of Directors:	xx/xx/xxxx
FLSA Status:	Non-exempt	Unit:	Supervisor
<p><i>Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.</i></p>			

Definition

To plan, organize, direct and supervise staff responsible for maintaining the electrical and electronic equipment associated with the operation of hydroelectric facilities within the Hydroelectric Department; to perform a variety of technical tasks related to the installation, maintenance, troubleshooting and repair of electrical, electronic, electro-mechanical equipment, and telecommunication equipment and instrumentation associated with the District's hydroelectric facilities; and to provide administrative support to assigned supervisor.

Supervision Received and Exercised

Receives general direction from the Hydroelectric Maintenance Superintendent.

Exercises direct supervision over assigned technical personnel.

Essential Functions Statements

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Recommend and assist in the implementation of goals and objectives; establish schedules and methods for installing, maintaining, troubleshooting, and repairing a wide variety of equipment within the hydroelectric facilities; implement policies and procedures.
2. Plan, prioritize, assign, supervise and review the work of staff involved in the installation, troubleshooting, repair and maintenance of the hydroelectric and automotive equipment.
3. Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities.
4. Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for equipment, materials and supplies; monitor and control expenditure.
5. Participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; conduct performance evaluations; implement discipline procedures.
6. Coordinate annual maintenance testing of hydroelectric facilities and operations; maintain accurate records and documents for audit purposes.
7. Prepare and submit required operations and regulatory reports related to hydroelectric operations.
8. Plan and schedule maintenance operations for upper division waterways and facilities.

9. Plan, schedule and coordinate outages with District crews and other agencies.
10. Order materials, parts, equipment and supplies.
11. Participate in semi-annual and annual facility safety inspections.
12. Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.
13. Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.
14. Install, maintain, troubleshoot, and repair instrumentation, distributed control systems, programmable logic controllers, telecommunication systems, computer networking, electrical circuits, telephone wiring and electrical equipment associated with the operation of hydroelectric facilities, depending on assignment.
15. Create and maintain designs, schematics, and diagrams; read and interpret mechanical, electrical and hydraulic drawings.
16. Estimate time, materials, and equipment required for assigned jobs; research and order parts, materials, supplies and equipment necessary for repairs.
17. Program and operate a variety of complex test equipment used in troubleshooting complex equipment; monitor equipment performance to forecast possible failures.
18. Install, inspect, test, adjust, repair and maintain a variety of equipment in power stations including relays, generators, transformers, control equipment, wiring, motors, starters, governors, pressure switches, electronic and electro-mechanical equipment.
19. Perform related duties as assigned.

Qualifications

Knowledge of:

- Principles and practices associated with the installation, troubleshooting, repair and maintenance of hydroelectric facilities. Advanced principles and practices, tools, and terminology used in the electrical, electronic, or telecommunication trade.
- Advanced principles and practices of installing, inspecting, troubleshooting and repairing electrical and electronic components or telecommunications.
- Advanced practices associated with the use, maintenance and troubleshooting of sophisticated testing equipment.
- Advanced applications, methods, standards and tools as they relate to the repair and maintenance of electronic, hydraulic and pneumatic power plant instrumentation and control systems.
- Applicable codes, regulations and procedures governing the electrical, electronic or telecommunication industry.
- Principles and practices of effective customer service.
- Data telecommunication between PC's, between PC's and RTU's and between RTU's and mainframes.
- Modern office equipment including use of applicable computer applications.
- Equipment, tools and materials used in maintaining hydroelectric facilities.

- Electrical and mechanical theory.
- Principles and practices of effective customer service.
- Modern office equipment including use of applicable computer applications.
- Principles and practices of supervision, training and performance evaluations.
- Principles and practices of budget monitoring.
- Principles and practices of safety management.
- Pertinent local, State and Federal laws, ordinances and rules.

Ability to:

- Organize, implement and direct staff involved in maintenance activities related to Hydroelectric facilities.
- Interpret and explain pertinent Federal, State, local rules and regulations, and department policies and procedures.
- Perform the more complex mechanical and electrical maintenance and repair of hydroelectric facilities.
- Assist in the development and monitoring of an assigned program budget.
- Operate and use modern office equipment including a computer and applicable software.
- Develop and recommend policies and procedures related to assigned operations.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Provide technical and functional supervision over assigned staff; effectively train staff.
- Independently operate a variety of tools and equipment in a safe manner.
- Accurately estimate time, materials, equipment and alternating factors to complete assigned work.
- Respond quickly and calmly in emergency situations.
- Read a variety of technical documentation, schematics, blueprints and related documents.
- Ensure the safety of employees and equipment.
- Independently perform semi-skilled and skilled duties involving the installation, adjustment, maintenance, troubleshooting and repair of electrical, electronic, electro-mechanical equipment, instrumentation or telecommunications.
- Analyze complex electrical, electronic, electro-mechanical, or telecommunication systems.
- Accurately read blueprints, schematics, instrument diagrams and systems, part lists, schematics and diagrams to determine appropriate action.
- Troubleshoot, isolate and make repairs to electrical, electronic and electro-mechanical equipment, or telecommunications.
- Operate and maintain a variety of tools and equipment used in the testing and repair of equipment.
- Operate and use modern office equipment including a computer and applicable software.
- Respond to afterhours emergency situations.

Responsibility to:

- Report any safety risks or hazards to management personnel.
- Report to your supervisor or other management personnel any work assignment that you feel would require you to perform the work in an unsafe manner.

- Obey safe work practices, procedures, and regulations including wearing protective equipment and safety devices.
- Operate equipment in a careful and safe manner.
- Acknowledge the use of safeguards by other employees.
- Report any removal, displacement, damage, destruction, or tampering of safety devices, safeguards, notices or warnings.
- Report any safety risks or hazards to your supervisor or other management personnel.

Responsibility to ensure that all personnel under your supervision are:

- Obeying and promoting safe work practices.
- Properly trained in safe work practices and procedures.
- Utilizing proper protective equipment.
- Operating equipment properly.
- Acknowledging the use of safeguards by other employees.
- Reporting any removal, displacement, damage, destruction, or tampering of safety devices, safeguards, notices or warnings.
- Following OSHA regulations (OSHA requires that those in supervisory positions ensure subordinate personnel adhere to the appropriate safety procedures in performing all duties. Failure to provide proper supervision may result in civil and/or criminal sanctions for the District and the supervisor).

Experience and Education Guidelines

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of increasingly responsible experience in the installation, maintenance and repair of equipment associated with the operation of hydroelectric facilities; including one year providing technical and functional supervision over assigned personnel.

Education:

Equivalent to completion of the twelfth grade supplemented by electrical coursework, apprenticeship or certification.

License and Certificate:

Possession of a valid California driver's license.

Working Conditions

Environmental Conditions:

Work is normally performed in a temperature-controlled room environment subject to typical plant operation noise. Some duties require field visits in an outdoor environment subject to outdoor conditions including extreme heat and cold and wet, humid conditions, fumes and/or airborne particles. Duties may be performed near moving mechanical parts and on slippery and uneven surfaces with exposure to toxic or caustic chemicals and risk of electric shock.

Physical Conditions:

Essential functions may require maintaining physical condition necessary to sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone, write or use a keyboard to communicate through written means; and lift or carry weight of 50 pounds or less.

Mental Conditions:

Essential functions may require maintaining mental condition necessary to know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures; interpret and explain laws, regulations, codes, policies and procedures; observe performance and evaluate staff; handle conflict.

NEVADA IRRIGATION DISTRICT

Job Description

Job Title:	Supervising Mechanical/Civil Foreman	Reports To:	Hydroelectric Maintenance Superintendent
Salary Range:	C16	Approved by Board of Directors:	xx/xx/xxxx
FLSA Status:	Non-exempt	Unit:	Supervisor
<p><i>Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.</i></p>			

Definition

To plan, organize, direct and supervise staff responsible for maintaining the civil and mechanical equipment associated with the operation of hydroelectric facilities within the Hydroelectric Department; and to perform a variety of technical tasks relative to the installation, maintenance, troubleshooting and repair of turbine, pumps, canals, flumes, powerhouse governors associated with the District's hydroelectric facilities; and to provide administrative support to assigned supervisor.

Supervision Received and Exercised

Receives general direction from the Hydroelectric Maintenance Superintendent.

Exercises direct supervision over assigned technical personnel.

Essential Functions Statements

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Recommend and assist in the implementation of goals and objectives; establish schedules and methods for installing, maintaining, troubleshooting, and repairing a wide variety of equipment within the hydroelectric facilities; implement policies and procedures.
2. Plan, prioritize, assign, supervise and review the work of staff involved in the installation, troubleshooting, repair and maintenance of the hydroelectric and automotive equipment.
3. Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities.
4. Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for equipment, materials and supplies; monitor and control expenditure.
5. Participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; conduct performance evaluations; implement discipline procedures.
6. Coordinate annual maintenance testing of hydroelectric facilities and operations; maintain accurate records and documents for audit purposes.
7. Prepare and submit required operations and regulatory reports related to hydroelectric operations.
8. Plan and schedule maintenance operations for upper division waterways and facilities.
9. Plan, schedule and coordinate outages with District crews and other agencies.

10. Order materials, parts, equipment and supplies.
11. Participate in semi-annual and annual facility safety inspections.
12. Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.
13. Inspect, troubleshoot, repair and maintain a wide variety of mechanical and electrical equipment associated with the District's hydroelectric generation plants.
14. Perform large scale plumbing repairs and new installation.
15. Install hydraulic, mechanical, and electrical systems according to blueprints and drawing specifications.
16. Develop and maintain ongoing contact with outside agencies regarding the operation and maintenance of the hydroelectric generation plant.
17. Estimate time, materials and equipment required for assigned jobs; order equipment, materials and supplies necessary for the replacement and repair of equipment.
18. Perform the most difficult work related to the installation, maintenance, troubleshooting and repair of mechanical, hydraulic and electrical equipment associated with the operation of the hydroelectric generation plant.
19. Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.
20. Perform related duties as assigned.

Qualifications

Knowledge of:

- Principles and practices associated with the installation, troubleshooting, repair and maintenance of hydroelectric facilities.
- Equipment, tools and materials used in maintaining hydroelectric facilities.
- Electrical and mechanical theory.
- Advanced mechanical, hydraulic and electrical troubleshooting and repair techniques and methods.
- Principles and practices of heavy equipment maintenance and operation.
- Principles and practices of effective customer service.
- Modern office equipment including use of applicable computer applications.
- Principles and practices of supervision, training and performance evaluations.
- Principles and practices of budget monitoring.
- Principles and practices of safety management.
- Pertinent local, State and Federal laws, ordinances and rules.

Ability to:

- Provide technical and functional supervision over assigned staff; effectively train staff.
- Perform the most complex duties associated with the maintenance, troubleshooting and repair of hydroelectric generation plant.
- Independently operate a variety of tools and heavy equipment in a safe manner.

- Accurately estimate time, materials, equipment and alternating factors to complete assigned work. Respond quickly and calmly in emergency situations.
- Read a variety of technical documentation, schematics, blueprints and related documents.
- Respond quickly and calmly in emergency situations.
- Troubleshoot, isolate and make repairs to civil or mechanical equipment or facilities.
- Organize, implement and direct staff involved in maintenance activities related to Hydroelectric facilities.
- Interpret and explain pertinent Federal, State, local rules and regulations, and department policies and procedures.
- Perform the more complex mechanical and electrical maintenance and repair of hydroelectric facilities.
- Assist in the development and monitoring of an assigned program budget.
- Operate and use modern office equipment including a computer and applicable software.
- Develop and recommend policies and procedures related to assigned operations.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Supervise, train, motivate, coach and evaluate assigned staff.

Responsibility to:

- Report any safety risks or hazards to management personnel.
- Report to management personnel any work assignment that you feel would require you to perform the work in an unsafe manner.
- Obey safe work practices, procedures, and regulations including wearing protective equipment and safety devices.
- Operate equipment in a careful and safe manner.
- Acknowledge the use of safeguards by other employees.
- Report any removal, displacement, damage, destruction, or tampering of safety devices, safeguards, notices or warnings.
- Report any safety risks or hazards to your supervisor or other management personnel.
- Report to your supervisor or other management personnel any work assignment that you feel would require you to perform the work in an unsafe manner.

Responsibility to ensure that all personnel under your supervision are:

- Obeying and promoting safe work practices.
- Properly trained in safe work practices and procedures.
- Utilizing proper protective equipment.
- Operating equipment properly.
- Acknowledging the use of safeguards by other employees.
- Reporting any removal, displacement, damage, destruction, or tampering of safety devices, safeguards, notices or warnings.
- Following OSHA regulations (OSHA requires that those in supervisory positions ensure subordinate personnel adhere to the appropriate safety procedures in performing all duties. Failure to provide proper supervision may result in civil and/or criminal sanctions for the District and the supervisor).

Experience and Education Guidelines

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of increasingly responsible experience in the installation, maintenance and repair of equipment associated with the operation of hydroelectric facilities; including one year providing technical and functional supervision over assigned personnel.

Education:

Equivalent to completion of the twelfth grade supplemented by mechanical coursework, apprenticeship or certification.

License and Certificate:

Possession of a valid California Class A driver's license.
Possession of certification as a Certified Crane Operator.

Working Conditions

Environmental Conditions:

Work is normally performed in a temperature-controlled room environment subject to typical plant operation noise. Some duties require field visits in an outdoor environment subject to outdoor conditions including extreme heat and cold and wet, humid conditions, fumes and/or airborne particles. Duties may be performed near moving mechanical parts and on slippery and uneven surfaces with exposure to toxic or caustic chemicals and risk of electric shock.

Physical Conditions:

Essential functions may require maintaining physical condition necessary to sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone, write or use a keyboard to communicate through written means; and lift or carry weight of 50 pounds or less.

Mental Conditions:

Essential functions may require maintaining mental condition necessary to know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures; interpret and explain laws, regulations, codes, policies and procedures; observe performance and evaluate staff; handle conflict.

NEVADA IRRIGATION DISTRICT

Job Description

Job Title:	Supervising Operator	Reports To:	Hydroelectric Generation Superintendent
Salary Range:	C16	Approved by Board of Directors:	xx/xx/xxxx
FLSA Status:	Non-exempt	Unit:	Supervisor
<p><i>Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.</i></p>			

Definition

To plan, organize, direct and supervise the work of assigned personnel engaged in operation and maintenance of the District's hydroelectric generation plant and the maintenance of water flows and lake levels necessary to operate the plant; to perform duties requiring specialized knowledge; and to provide administrative support to assigned supervisor.

Supervision Received and Exercised

Receives general direction from the Hydroelectric Generation Superintendent.

Exercises direct supervision over assigned technical personnel.

Essential Functions Statements

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Recommend and assist in the implementation of goals and objectives; establish schedules and methods for the operation of hydroelectric facilities; implement policies and procedures.
2. Plan, prioritize, assign, supervise and review the work of staff involved in operating hydroelectric facilities.
3. Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities.
4. Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for equipment, materials and supplies; monitor and control expenditure.
5. Participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; conduct performance evaluations; implement discipline procedures.
6. Oversee the District's mountain division water storage and release; coordinate and monitor water flows both within the District and between the District and other agencies.
7. Prepare and submit required operational and regulatory reports including, daily generation and water reports; and monthly, quarterly and yearly reports related to hydroelectric operations.
8. Participate in semi-annual and annual facility safety inspections.
9. Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.

10. Write, perform and direct auto tests on hydroelectric generation plants.
11. Prepare code switching orders; maintain operating diagrams; direct or perform switching.
12. Inspect and operate District hydroelectric generating facilities; perform minor maintenance tasks; read, record, and report electrical and water flow data; report abnormal conditions to supervisor.
13. Start up and shutdown hydroelectric powerhouse generators; operate and inspect unattended generating facilities.
14. Prepare and implement switching orders; prepare generators for clearance using lockout/tagout procedures ensuring a safe working environment.
15. Perform routine electrical, mechanical and building maintenance tasks associated with hydroelectric plant, substations, water collection and delivery systems and related facilities.
16. Perform the most difficult work related to the operation and servicing of hydroelectric generation plant.
17. Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.
18. Perform related duties as assigned.

Qualifications

Knowledge of:

- Hydraulics and water properties.
- Operating parameters and basic services practices associated with generators, turbines, high voltage breakers, transformers, compressors, valves and pumps.
- Operating practices associated with penstocks, water gates, canals, weirs, and other water control features of hydroelectric plants.
- Electrical theory and safe use of electrical equipment.
- Principles and practices of hydroelectric generation operations.
- Equipment, tools and materials used in the operation of hydroelectric facilities.
- Principles and practices associated with watershed management.
- Principles and practices of effective customer service.
- Modern office equipment including use of applicable computer applications.
- Principles and practices of supervision, training and performance evaluations.
- Principles and practices of budget monitoring.
- Principles and practices of safety management.
- Pertinent local, State and Federal laws, ordinances and rules.

Ability to:

- Organize, implement and direct staff operations/activities related to hydroelectric operations.
- Interpret and explain pertinent Federal, State, local rules and regulations, and department policies and procedures.
- Effectively and safely operate power houses.
- Manage watershed effectively and efficiently.
- Assist in the development and monitoring of an assigned program budget.

- Operate and use modern office equipment including a computer and applicable software.
- Develop and recommend policies and procedures related to assigned operations.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Perform the most complex duties related to the operation and servicing of a hydroelectric generation plant.
- Inspect and correctly assess plant and component operations and conditions and make recommendations for limitations on operations.
- Synchronize, start and shut down hydroelectric generating plants.
- Perform routine servicing and maintenance of mechanical and electrical components of a hydroelectric plant.
- Recognize and respond effectively to emergency situations.
- Maintain accurate records, logs and reports.
- Communicate clearly and concisely, both orally and in writing.
- Supervise, train, motivate, coach and evaluate assigned staff.
- Respond to after hours emergency situations.
- Work after hour night call on normal workdays, weekends and holidays and be subject to callout.

Responsibility to:

- Report any safety risks or hazards to management personnel.
- Report to your supervisor or other management personnel any work assignment that you feel would require you to perform the work in an unsafe manner.
- Operate equipment in a careful and safe manner.
- Acknowledge the use of safeguards by other employees.
- Report any removal, displacement, damage, destruction, or tampering of safety devices, safeguards, notices or warnings.
- Report any safety risks or hazards to your supervisor or other management personnel.

Responsibility to ensure that all personnel under your supervision are:

- Obeying and promoting safe work practices.
- Properly trained in safe work practices and procedures.
- Utilizing proper protective equipment.
- Operating equipment properly.
- Acknowledging the use of safeguards by other employees.
- Reporting any removal, displacement, damage, destruction, or tampering of safety devices, safeguards, notices or warnings.
- Following OSHA regulations (OSHA requires that those in supervisory positions ensure subordinate personnel adhere to the appropriate safety procedures in performing all duties. Failure to provide proper supervision may result in civil and/or criminal sanctions for the District and the supervisor).

Experience and Education Guidelines

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of increasingly responsible experience in hydroelectric facilities operations; including one year providing technical and functional supervision over assigned personnel.

Education:

Equivalent to completion of the twelfth grade supplemented by specialized coursework and/or apprenticeship or certification.

License and Certificate:

Possession of a valid California driver's license.

Working Conditions

Environmental Conditions:

Work is normally performed in a temperature-controlled room environment subject to typical plant operation noise. Some duties require field visits in an outdoor environment subject to outdoor conditions including extreme heat and cold and wet, humid conditions, fumes and/or airborne particles. Duties may be performed near moving mechanical parts and on slippery and uneven surfaces with exposure to toxic or caustic chemicals and risk of electric shock.

Physical Conditions:

Essential functions may require maintaining physical condition necessary to sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone, write or use a keyboard to communicate through written means; and lift or carry weight of 50 pounds or less.

Mental Conditions:

Essential functions may require maintaining mental condition necessary to know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures; interpret and explain laws, regulations, codes, policies and procedures; observe performance and evaluate staff; handle conflict.

FUND 50

Account Category	50112 - Hydro Administration	50161 - Hydro Operations	50167 - Hydro Maintenance
Salary Total	\$ (9,229)	\$ 60,362	\$ 199,089
Benefits Total	\$ (5,537)	\$ 36,217	\$ 119,453
Materials and Supplies Total	\$ 15,000	\$ 4,700	\$ 52,300
Consultant Fees Total	\$ 190,000	\$ -	\$ -
Fees Total	\$ 119,580	\$ -	\$ -
Contractor Fees Total	\$ -	\$ 10,000	\$ 90,000
Other O&M Total	\$ 60,000	\$ 37,500	\$ 183,000
Division Totals	\$ 369,814	\$ 148,779	\$ 643,842
Department Total			\$ 1,162,435

FUND 55

Project #	Project	Budget Amount
	2290 SYC/DCPH Acquisition Improvements	\$ 180,000

Grand Total \$ **1,342,435**



2022 Annual Budget

Project Name: Deer Creek Powerhouse Integration

Project No.: 2290

Dept. 50112-HYDRO Program: 52920-Powerhouse Improvements Priority Ranking: 75

Facility: Deer Creek Powerhouse Facility #: 57800 Division #: N/A

Project Manager: Nathan Droivold Constructed by: NID

New Construction: Replacement: Upgrades: Multiple Phases:

CEQA: Exempt Permits: N/A ROW: N/A

Project Purpose: (Problem Statement)

Complete upgrades of the Deer Creek Powerhouse (DCPH) and South Yuba Canal (SYC) necessary to operate the system after it is transferred to NID ownership from PG&E.

Project Description: (Proposed Solution)

Establish communications path to DCPH (including new microwave data link from KLOVE tower to Chicago Park Powerhouse for SCADA monitoring) and set up a new NID workstation onsite. Convert existing PG&E gaging stations on the SYC to NID ownership and add a new gaging station at the upstream ownership transition point of the SYC.

Basis for Priority:

Maintaining critical water supply and powerhouse operation after transfer of ownership from PG&E to NID.

Project Financial Summary:

Project Estimate:180,000 Total Spent to Date:90,000 Current Year Budget:0

Anticipated Expenses to End of Year:90,000 Amount Remaining in Current Year Budget:0

Expenditures:

Expense	Prior Years Actual	Amendments Carryovers/Encumbrances	2022	2023	2024	2025	2026	TOTAL
Consulting/Studies			\$20,000					\$20,000
Design/Engineering			\$100,000					\$100,000
Permitting/CEQA								
Construction								
Right of Way								
Other:			\$60,000					\$60,000
Total:	0	0	\$180,000	0	0	0	0	\$180,000

Funding Sources

Source	Prior Year Actual	Amendments Carryovers/Encumbrances	2022	2023	2024	2025	2026	TOTAL
50112-52920			\$180,000					\$180,000
Total:	0	0	\$180,000	0	0	0	0	\$180,000

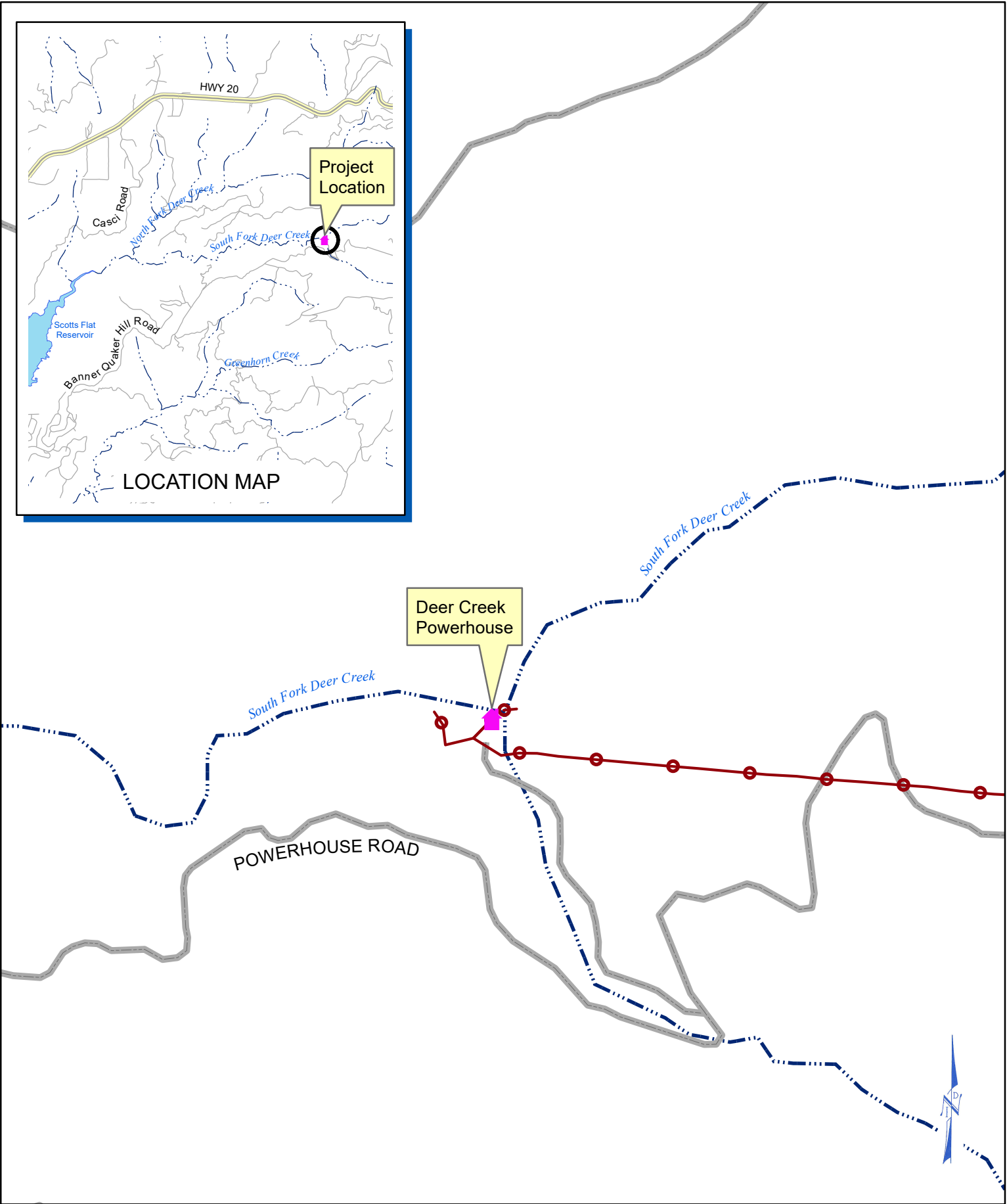
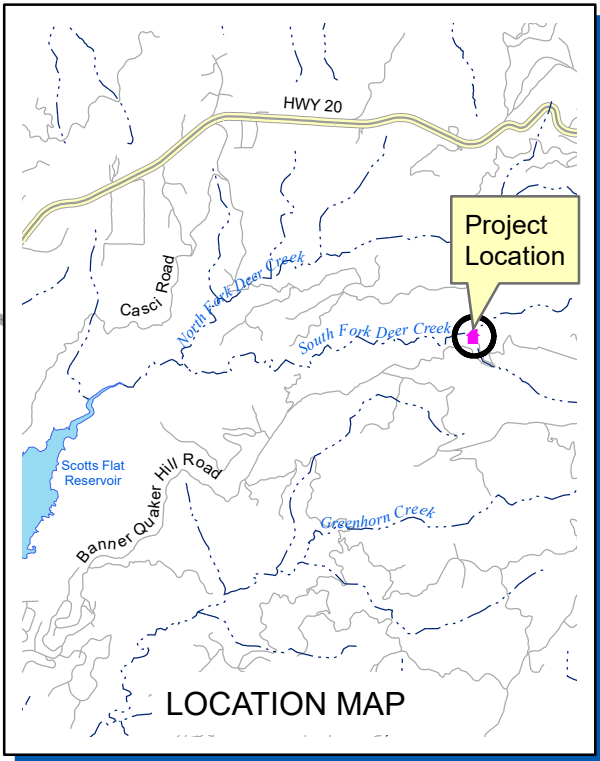
Notes: Ownership transfer date: April 11, 2022

CAPITAL IMPROVEMENT PROJECT MATRIX SCORING SHEET

Project Name: Deer Creek Powerhouse Integration

Project No.: 2290

Criteria #	Scoring	Project
1. Capital Costs	10 Points – Lower Future Capital Costs 5 Points – No Impact 0 Points – Higher Future Capital Costs	5
2. Annual Operation and Maintenance Cost	10 Points – Lower Operating Costs 5 Points – No Impact 0 Points – Higher Operating Costs	8
3. Increased Revenue Potential	10 Points - Higher Revenues 5 Points - No Impact 0 Points - Lower Revenues	6
4. Health and Safety	10 Points - Reduces Threat/Impact to Health and Safety 5 Points - No Impact 0 Points - Increases Threat/Impact to Health and Safety	8
5. Environment	10 Points - Improves/Reduces Impacts to Environment 5 Points - No Impact 0 Points - Increases Threat/Impact to Environment	8
6. Distributional or Hydro Generation Effects	10 Points - Project has Regional Benefit or improves generation 5 Points - Project has Limited Benefit (Neighborhood) or improved generation 0 Points - No Impact	8
7. Critical Infrastructure and Risk to Service Disruption	10 Points - Deferral will Significantly Impact Disruption to Service 5 Points - Deferral will Moderately Impact Disruption to Service 0 Points - No Additional Impacts to Disruption to Service if Deferred	8
8. Board Strategic Plan/Goals	10 Points - Meets Strategic Plan/Goals Set by the Board 5 Points - Important Project but not Critical 0 Points - Does not Meet Strategic Plan/Goals of the Board	10
9. Certainty of Project Funding	5 Points - Funded by Existing Revenue Source 2-3 Points - Requires Outside Funding with High Probability of Obtaining 0 Points - Requires Outside Funding with Low Probability of Obtaining	5
10. New Capital Asset will have associate revenue that offsets maintenance costs	5 Points - Asset will have Associated Revenue to Offset Depreciation and Maintenance Costs 2-3 Points - Asset will have Associated Revenue to Offset Some Depreciation and Maintenance Costs 0 Points - Asset will have no change to Associated Revenue	2
11. Improves and/or increases level of service	10 Points - Project Improves Level of Service 5 Points - Project Maintains Existing Level of Service 0 Points - Project Impacts Existing Level of Service	7
Max Score:100		Total Prioritization Score:75



G:\00-Administrative\Projects\2022-2026 Project Descriptions\Temp_CIP Image Library\Maps\GIS\DeerCreekPH.mxd

DEER CREEK POWERHOUSE



Date: 9/15/2021

Drawn By: NID

NEVADA IRRIGATION DISTRICT

NEVADA COUNTY -- PLACER COUNTY
GRASS VALLEY, CALIFORNIA

Scale: NO SCALE

Sheet: 1 of 1



DEER CREEK POWERHOUSE

CAUTION
ELECTRICAL HAZARD
SEE THE SIGN

4
3
2

WARNING
HIGH VOLTAGE
ELECTRICAL HAZARD
ELECTRICAL WORK
ELECTRICAL WORK
ELECTRICAL WORK

SEE INFORMATION REGARDING IN THE AREA AND CONTACT OF THE AREA RESPONSIBLY FOR ALLIANCES. HIGH VOLTAGE OR OTHER DANGER TO STATE PROPERTY OR INJURY. CONTACT POLICE AT 916-888-1000

Transaction Confirmation

This Transaction Confirmation (the “Confirmation”) is entered into this ____ day of _____, 20__ (the “Effective Date”), by and between **Northern California Power Agency** (“Purchaser”) and **Nevada Irrigation District** (“Seller”), each referred to herein individually as a “Party” and collectively as the “Parties” regarding the purchase and sale of Portfolio Content Category 1 Product Resource Contingent Bundled RECs (“the Product”) pursuant to the terms and conditions contained herein. The Master Agreement, WSPP Service Schedule R and this Confirmation shall be collectively referred to herein as the “Agreement” and supersede and replace any prior oral or written confirmation regarding the Transaction (as defined below). Terms capitalized but not defined herein shall have the meaning as set forth in the Master Agreement, WSPP Service Schedule R or the CAISO Tariff.

Contact Information:

Seller: Nevada Irrigation District	Purchaser: Northern California Power Agency
Address: 1036 West Main Street Grass Valley, CA 95945	Address: 651 Commerce Drive Roseville, CA 95678
Contract Representative: Keane Sommers	Contract Representative: Tony Zimmer
Phone: (530) 273-8571 x101	Phone: (916) 781-4229
Email: sommers@nidwater.com	Email: tony.zimmer@ncpa.com
Settlements Contact: Keane Sommers	Settlements Contact: Bob Caracristi
Phone: (530) 273-8571 x101	Phone: 916-781-4224
Email: sommers@nidwater.com or powercompliance@nidwater.com	Email: Settlements@ncpa.com

Master Agreement: WSPP Agreement effective July 28, 2020, as amended to date, including; WSPP Service Schedule R. Any conflicts between the Master Agreement and the Confirmation shall be resolved in the following order of control: first, the Confirmation; and second, the Master Agreement. Notwithstanding that Purchaser is a WSPP member and Seller is not a WSPP member, the Parties agree that this Confirmation shall be read and interpreted in accordance with the terms and conditions set forth in the Master Agreement, and treat the Master Agreement as the governing contracting instrument for interpreting the rights and obligations of the Parties, as such pertain to this Transaction.

Transaction: Seller owns or procures Seller’s Entitlement Interest in the output of certain generating facilities, which are identified in this Confirmation, each of which qualifies as an eligible renewable energy resource (“ERR”) during the Delivery Term (as defined below) under the California RPS (as defined below), as codified at California Public Utilities Code Section 399.11, et seq., and Seller desires to sell to Purchaser, and Purchaser

desires to accept from Seller, Product produced by such generating facilities pursuant to the terms and conditions set forth herein.

Product: Resource Contingent Bundled RECs as such is described under Section R-2.3.4 of WSPP Service Schedule R. More specifically subject to Eligibility, Transfer of RECs, and Change of Law Provisions, the Product shall comply with Section 399.16(b)(1)(A) Portfolio Content Category Product 1, as defined by CPUC Decision 11-12-052, consisting of Service Schedule B Energy and associated Green Attributes, including RECs, produced during the Delivery Term by the Projects listed herein, each of which is: (i) certified as an ERR for the California RPS and registered with WREGIS, and (ii) from which Seller is entitled, pursuant to its agreements, to Seller’s Entitlement Interest of the output of the Energy and associated Green Attributes, and such output is used to source the Product delivered hereunder during the Delivery Term (collectively, the “Generating Facilities”). The Product shall include Energy and associated RECs, but does not include any other non-renewable and environmental attributes (e.g., Ancillary Services or Resource Adequacy Capacity).

Seller: Nevada Irrigation District

Purchaser: Northern California Power Agency

Delivery Term: The Delivery Term shall consist of an ‘Initial Term’ of April 11, 2022 through April 29, 2023, which shall automatically extend for an ‘Additional Term’ of April 30, 2023 through December 31, 2023, unless either party provides 60 days’ advance written notification of its intention not to extend for the Additional Term, in which case the Delivery Term shall terminate after April 29, 2022. The Initial Term and Additional Term shall collectively hereafter be referred to as the “Delivery Term.”

Generating Facilities: Identified in the Table A below.

TABLE A

Facility Name	Resource ID	WREGIS ID	Seller's Entitlement Interest	CEC Certification No.
Deer Creek Powerhouse	DEERCR_6_UNIT 1	RESERVED	100.00%	60040A

Delivery Points: Each Generating Facilities’ respective Point of Interconnection with the CAISO Balancing Authority Area.

Scheduling: Purchaser, acting on behalf of Seller, shall schedule and deliver the Energy portion of the Product, on behalf of Purchaser, to the CAISO at the applicable Delivery Point, in accordance with the requirements and the prevailing protocols of the WECC and CAISO Tariff.

Contract Quantity: Product generation from 100% of Seller’s Entitlement Interest generated from the Generating Facilities. The amount of Product delivered from Seller to Purchaser during any applicable dispatch interval during the Delivery Term of the Transaction shall be limited to Seller’s Entitlement Interest in the output of the Generating Facility.

Contract Price: The Contract Price for Energy (“Energy Contract Price”) shall be equal to the applicable CAISO Locational Marginal Price calculated at the Delivery Point PNode per megawatt hour (as the same may be netted in accordance with the *Payment* section below). As of the Effective Date of this Confirmation, the applicable CAISO Locational Marginal Price is P-Node POD_DEERCRCR_6_UNIT 1-APND, but such may be modified from time to time by the CAISO.

The Contract Price for each REC produced and transferred from Seller to Purchaser (“REC Contract Price”) shall be equal to \$13.00.

Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Purchaser qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009] The aggregate “commercially reasonable efforts” expenditures for Eligibility, Transfer of RECS, and Change of Law Provisions (Section R-5.2.2(b)) are limited to the Capped Amount.

Transfer of RECs: Transfer of Renewable Energy Credits. Seller and, if applicable, its successors, represents and warrants that throughout the Term of this Agreement the Renewable Energy Credits transferred to Purchaser conform to the definition and attributes required for compliance with the

California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1, Non-modifiable. D.11-01-025]

Tracking of RECs in WREGIS. Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Purchaser to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2, Non-modifiable. D.11-01-025]

Purchaser warrants that all necessary steps to allow the Renewable Energy Credits transferred to Purchaser to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

The Transfer of RECs shall be made in accordance with the rules and regulations of WREGIS. For each month during the Delivery Term, Seller shall transfer RECs from its WREGIS account to Purchaser's WREGIS account within ten (15) Business Days of creation of the RECs. Purchaser's WREGIS account ID is 297.

Vintage: Calendar Year 2022 and Calendar Year 2023, as applicable.

Payment: Energy: To simplify the scheduling and settlement process based on the current CAISO market scheduling and settlement protocols, whereby CAISO will pay the Seller for the value of the Energy produced and delivered by the Generating Facilities at the Delivery Point on behalf of Purchaser, the Parties agree that Purchaser, acting on behalf of Seller, shall schedule and deliver an amount of Energy consistent with the Contract Quantity during the Delivery Period with and to the CAISO at the Delivery Point(s), and Seller shall receive payment for the Energy from the CAISO for such delivery based on the CAISO Locational Marginal Price. Consequently, and consistent with applicable netting provisions of the Master Agreement, Purchaser and Seller hereby agree to net the payment for Energy Seller receives from the CAISO against the Contract Price, such that the net payment Seller shall receive from Purchaser shall be calculated as follows:

Payment Due from Purchaser to Seller = Delivered and Accepted Contract Quantity * REC Contract Price.

RECs: Purchaser shall pay Seller for transferred RECs within (20) Business Days of receipt of Seller's invoice subsequent to the transfer of RECs, or as otherwise provided for pursuant to the standard timing of the NCPA All Resources Bill. The invoices issued by Seller hereunder shall include a statement detailing the RECs conveyed via WREGIS (i.e., Project Name, Vintage Month, CEC RPS ID, Contract Quantity and REC Contract Price).

Environmental

Attributes:

All Attributes. The Product is a Resource Contingent Bundled REC sourced from the Generating Facilities. The Parties agree that the Product will be sourced only from the specific Generating Facilities identified in the Confirmation with no substitutions.

Applicable

Program:

State of California Renewable Portfolio Standard Program (hereinafter referred to as "California RPS", "Renewables Portfolio Standards" or "RPS Program"), as codified at California Public Utilities Code Section 399.11, *et seq.*, and requiring that a specified percentage of a load-serving entity's retail sales should be supplied with electricity generated by eligible ERRs.

Tracking System:

RECs associated with the Product shall be tracked using WREGIS. In addition to any audit rights that Purchaser may have under the Master Agreement, Seller shall, upon Purchaser's reasonable request, provide documentation which may include meter data as recorded by a CAISO certified meter, sufficient to demonstrate that the Product has been conveyed and delivered, in accordance with the terms of this Confirmation.

Representations and

Warranties:

Each Party represents and warrants to the other (i) that it is an "eligible commercial entity" and "eligible contract participant" within the meaning of the Commodity Exchange Act; (ii) this transaction has been subject to individual negotiation by the Parties; and, (iii) all necessary steps have been taken to allow the Green Attributes to be transferred to Purchaser to be tracked in WREGIS.

Seller further represents and warrants to Purchaser that:

- (i) Seller has the right to sell the Product and holds the rights to Seller's Entitlement Interest in all Product from the Generating

Facilities;

- (ii) Seller has not sold the Product or any Green Attribute of the Product to be transferred to Purchaser to any other person or entity;
- (iii) Energy and Green Attributes to be purchased and sold pursuant to this Confirmation are not committed to another party;
- (iv) Seller represents and warrants that electricity from the Generating Facilities is available to be procured by Purchaser, and Seller is not currently selling and will not sell the electricity produced by the Generating Facilities back to the Generating Facilities;
- (v) the Product is free and clear of all liens or other encumbrances; and
- (vi) it will cooperate and work with Purchaser, the CEC, and/or the CPUC to provide any documentation required by the CPUC or CEC to support the Product's classification as a Portfolio Content Category 1 Product as set forth in California Public Utilities Code Section 399.16(b)(1)(A).

Furthermore, Seller hereby sells and conveys all Green Attributes associated with the Product produced from the Generating Facilities (other than resource adequacy attributes and ancillary services) to Purchaser as part of the Portfolio Content Category 1 Product being delivered.

Change in Law Provisions:

The Product shall be Regulatorily Continuing requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the California RPS, provided that such costs should not be greater than \$5,000.00 (the "Capped Amount"). This provision shall not apply to any Product that was Delivered and Accepted prior to any Change in Law if such Product complies with the California RPS that existed when it was Delivered and Accepted.

This Confirmation is executed for the express purposes of complying with the California RPS and Section 399.16(b)(1)(A) of the California Public Utilities Code. The Parties acknowledge that the CEC and/or CPUC may be modifying mandatory contract language, altering the procurement and product qualification rules, and updating the relevant RPS Eligibility Guidebook in a manner consistent with that legislation. If any statutes,

rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Confirmation so that the implementation of this Transaction becomes impossible or impracticable, or otherwise revokes or eliminates the California RPS or language required to conform to the California RPS, the Parties hereto agree to negotiate in good faith to amend this Confirmation to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Agreement.

Reporting

Obligation:

Purchaser shall have no responsibility (whether regulatory or financial) for greenhouse gas emissions associated with the Product, and any such obligation shall be fulfilled by or at the direction of Seller at its own cost.

Review:

To monitor compliance with this Confirmation, each Party reserves the right to review during normal business hours and at its own expense, for up to two (2) years following delivery of the Product under this Confirmation, and with reasonable advance notice to the other Party, and to the extent that such other Party is in possession of such information, information required to verify that the Product sold under this Confirmation was not otherwise sold by Seller to a third party.

Confidentiality:

Except as provided in this *Confidentiality* section and the California Public Records Act, and subject to and without limiting Section R-7, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates and to persons investing in, providing funding to or acquiring it or its affiliates, and to its and the foregoing persons' respective attorneys, accountants, representatives, agents and employees who have a need to know such Confidential Information related to this Agreement.

If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, Governmental Authority or agency having jurisdiction over a Party, including the California Public Records Act, that Party may release Confidential Information, or a portion thereof, as required by the Applicable Law, statute, ordinance, decision, order or regulation. A Party may disclose Confidential Information to accountants in connection with audits. In the event a Party is required to release Confidential Information, such Party shall notify the other Party of the required disclosure, such that the other

Party may attempt (if such Party so chooses), at its sole cost, to cause the recipient of the Confidential Information to treat such information in a confidential manner, and to prevent such information from being disclosed or otherwise becoming part of the public domain. Parties acknowledge that Purchaser is obligated to provide Confidential Information to the CPUC and CEC for regulatory compliance purposes for the California RPS program, and Seller waives the prior notice requirement and authorizes such disclosures to the CPUC and CEC.

**Applicable Law/
Governing Law:**

This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17, Applicable Law, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009].

**FERC Standard of
Review; Mobile-
Sierra Waiver:**

(a) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting sua sponte, shall solely be the “public interest” application of the “just and reasonable” 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) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008), and *NRG Power Marketing LLC v. Maine Public Utility Commission*, 558 U.S. 527 (2010).

(b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither

Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing section (a).

Forward Contract: This Confirmation constitutes a sale of a nonfinancial commodity for deferred shipment or delivery that the parties intend to be physically settled and is excluded from the term “swap” as defined in the Commodity Exchange Act under 7 U.S.C. § 1a(47) and the regulations of the Commodity Future Trading Commission and Securities and Exchange Commission, with further reference to 77 Fed. Reg. 48233-35.

Definitions/

Interpretations: For purposes of the Confirmation, the following definitions and rules of interpretations shall apply:

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders or any Governmental Authority or arbitrator that apply to RPS or any one or both of the Parties or the terms hereof.

“CAISO” means the California ISO.

“CAISO Tariff” means the CAISO FERC Electric Tariff.

“Confidential Information” means all oral and written information exchanged between the Parties with respect to the subject matter of this Agreement. The following information does not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by either Party on a non-confidential basis prior to this Agreement; and (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not subject to any prohibition against disclosing the information to such Party.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Generating Facilities, and its avoided emission of pollutants. Green Attributes include but are not limited to RECs, as

well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, including but not limited to Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Generating Facilities, (ii) production tax credits associated with the construction or operation of the Generating Facilities and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Generating Facilities for compliance with local, state, or federal operating and/or air quality permits. If the Generating Facilities are biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Purchaser with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Generating Facilities.

"Point of Interconnection" means the physical point at which a Generating Facility interconnects to the CAISO Balancing Authority Area.

"WECC" means the Western Electricity Coordinating Council or its successor organizations.

"WREGIS" mean the Western Renewable Energy Generation Information System, or its successor organization.

The Parties agree that the terms and conditions stated herein accurately reflect the agreement reached by the Purchaser and Seller.

IN WITNESS WHEREOF, the Parties have signed the Confirmation effective as of the Effective Date.

Northern California Power Agency	Nevada Irrigation District
By:	By:
Name: Tony Zimmer	Name: Jennifer Hanson
Title: Assistant General Manager, Power Management	Title: General Manager

**TRANSACTION CONFIRMATION
RESOURCE ADEQUACY**

This Confirmation Letter (“Confirmation”) confirms the Transaction between **Nevada Irrigation District** (“Seller”) and **Northern California Power Agency** (“Buyer”), each individually a “Party” and together the “Parties”, dated as of _____, 20__ (the “Confirmation Effective Date”) in which Seller agrees to provide to Buyer the right to the Product. This Transaction is governed by the WSPP Agreement effective as of July 28, 2020, as amended to date, along with any schedules and amendments thereto (collectively, the “Master Agreement”). The Master Agreement and this Confirmation shall be collectively referred to herein as the “Agreement”. Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement or the Tariff (defined herein below). Notwithstanding that Buyer is a WSPP member and Seller is not a WSPP member, the Parties agree that this Confirmation shall be read and interpreted in accordance with the terms and conditions set forth in the Master Agreement, and treat the Master Agreement as the governing contracting instrument for interpreting the rights and obligations of the Parties, as such pertain to this Confirmation.

ARTICLE 1. DEFINITIONS

- 1.1 “Alternate Capacity” means any replacement Product which Seller has elected to provide to Buyer from a Replacement Unit in accordance with the terms of Section 4.5.
- 1.2 “Applicable Laws” means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body of competent jurisdiction over one or both Parties or this Transaction, including without limitation, the Tariff.
- 1.3 “Availability Incentive Payments” is defined in the Tariff.
- 1.4 “Availability Standards” means the availability standards set forth in Section 40.9 of the Tariff.
- 1.5 “Buyer” is defined in the introductory paragraph hereof.
- 1.6 “CAISO” means the California Independent System Operator Corporation or its successor.
- 1.7 “Capacity Replacement Price” means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 4.7 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. The Buyer shall determine such market prices in a commercially reasonable manner. For purposes of the WSPP Agreement, “Capacity Replacement Price” shall be deemed to be the “Replacement Price.”

- 1.8** “Confirmation” is defined in the introductory paragraph hereof.
- 1.9** “Confirmation Effective Date” is defined in the introductory paragraph hereof.
- 1.10** “Contract Price” means, for any Monthly Delivery Period, the price specified for such Monthly Delivery Period in the “RA Capacity Price Table” set forth in Section 4.9.
- 1.11** “Contract Quantity” means, with respect to any particular Showing Month of the Delivery Period, the amount of Product (in MWs) set forth in table in Section 4.3, which Seller has agreed to provide to Buyer from the Unit for such Showing Month.
- 1.12** “CPUC Decisions” means, to the extent still applicable, CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050 and subsequent decisions related to resource adequacy, as may be amended from time to time by the CPUC.
- 1.13** “CPUC Filing Guide” means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE’s to demonstrate compliance with the CPUC’s resource adequacy program.
- 1.14** “Delivery Period” is defined in Section 4.1 hereof.
- 1.15** “Delivery Point” is defined in Section 4.2 hereof.
- 1.16** “Designated RA Capacity” shall be equal to, with respect to any particular Showing Month of the Delivery Period, the Contract Quantity of Product (including any Alternate Capacity) less any reductions to Contract Quantity made by Seller pursuant to Section 4.4 for such Showing Month.
- 1.17** “Excusable Event” means any event caused by a Planned Outage that is acceptably noticed pursuant to the Notification Deadline prescribed in Section 4.5 that excuses Seller from failure to otherwise perform its obligations under this Confirmation.
- 1.18** “Flexible RA Attributes” means any and all flexible resource adequacy attributes, as may be identified at any time during the Delivery Period by the CPUC, CAISO or other Governmental Body of competent jurisdiction that can be counted toward Flexible RAR, exclusive of any RA Attributes and LAR Attributes.
- 1.19** “Flexible RAR” means the flexible resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction.

- 1.20** “Flexible RAR Showing” means the Flexible RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction over the LSE.
- 1.21** “Governmental Body” means (i) any federal, state, local, municipal or other government; (ii) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (iii) any court or governmental tribunal.
- 1.22** “LAR” means local area reliability, which is any program of localized resource adequacy requirements established for jurisdictional LSEs by the CPUC pursuant to the CPUC Decisions, or by another LRA of competent jurisdiction over the LSE. LAR may also be known as local resource adequacy, local RAR, “PG&E Other RA”, “Greater Bay Area RA”, or local capacity requirement in other regulatory proceedings or legislative actions.
- 1.23** “LAR Attributes” means, with respect to a Unit, any and all local resource adequacy attributes (or other locational attributes related to system reliability), as they are identified as of the Confirmation Effective Date by the CPUC, CAISO, LRA, or other Governmental Body of competent jurisdiction, associated with the physical location or point of electrical interconnection of such Unit within the CAISO Control Area, that can be counted toward LAR, exclusive of any RA Attributes and Flexible RA Attributes. If the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in payments made pursuant to this Transaction.
- 1.24** “LAR Showings” means the LAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction over the LSE.
- 1.25** “Local RAR” means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction. Local RAR may also be known as local area reliability, local resource adequacy, local resource adequacy procurement requirements, “PG&E Other RA”, “Greater Bay Area RA”, or local capacity requirement in other regulatory proceedings or legislative actions.
- 1.26** “LRA” means Local Regulatory Authority as defined in the Tariff.
- 1.27** “LSE” means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).

- 1.28** “Monthly Delivery Period” means each calendar month during the Delivery Period and corresponds to each Showing Month.
- 1.29** “Monthly RA Capacity Payment” is defined in Section 4.9 hereof.
- 1.30** “Net Qualifying Capacity” is defined in the Tariff.
- 1.31** “Notification Deadline” is defined in Section 4.5 hereof.
- 1.32** “Outage” means any CAISO approved disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the offer obligations of the Unit consistent with the Tariff.
- 1.33** “Planned Outage” means, subject to and as further described in the CPUC Decisions, a CAISO-approved, planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.
- 1.34** “Product” is defined in Article 3 hereof.
- 1.35** “RA Attributes” means, with respect to a Unit, any and all resource adequacy attributes, as they are identified as of the Confirmation Effective Date by the CPUC, CAISO or other Governmental Body of competent jurisdiction that can be counted toward RAR, exclusive of any LAR Attributes and Flexible RA Attributes.
- 1.36** “RA Capacity” means the qualifying and deliverable capacity of the Unit for RAR or LAR and, if applicable, Flexible RAR purposes for the Delivery Period, as determined by the CAISO or other Governmental Body authorized to make such determination under Applicable Laws. RA Capacity encompasses the RA Attributes, LAR Attributes, and if applicable, Flexible RA Attributes of the capacity provided by a Unit.
- 1.37** “RAR” means the resource adequacy requirements (other than Local RAR or Flexible RAR) established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction.
- 1.38** “RAR Showings” means the RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction.
- 1.39** “Replacement Capacity” is defined in Section 4.7 hereof.
- 1.40** “Replacement Unit” is defined in Section 4.5.

- 1.41** “Resource Category” is as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.
- 1.42** “Scheduling Coordinator” is defined in the Tariff. For the purpose of this Confirmation, Buyer shall act as Seller’s Scheduling Coordinator.
- 1.43** “Seller” is defined in the introductory paragraph hereof.
- 1.44** “Showing Month” is the calendar month during the Delivery Period that is the subject of the RAR Showing, as set forth in the CPUC Decisions. For illustrative purposes only, pursuant to the CPUC Decisions in effect as of the Confirmation Effective Date, the monthly RAR Showing made in June is for the Showing Month of August.
- 1.45** “Supply Plan” means the supply plan, or similar or successor filing, that a Scheduling Coordinator representing RA Capacity submits to the CAISO, LRA, or other applicable Governmental Body pursuant to Applicable Laws in order for the RA Attributes or LAR Attributes of such RA Capacity to count.
- 1.46** “Tariff” means the tariff and protocol provisions of the CAISO, as amended or supplemented from time to time. For purposes of Article 5, the Tariff refers to the tariff and protocol provisions of the CAISO as they exist on the Confirmation Effective Date.
- 1.47** “Transaction” for purposes of this Confirmation means the transaction (as that term is used in the WSPP Agreement) that is evidenced by this Confirmation.
- 1.48** “Unit” or “Units” shall mean the generation assets described in Article 2 hereof (including any Replacement Units), from which RA Capacity is provided by Seller to Buyer.
- 1.49** “Unit EFC” means the effective flexible capacity that is or will be set by the CAISO for the applicable Unit.
- 1.50** “Unit NQC” means the Net Qualifying Capacity set by the CAISO for the applicable Unit. The Parties agree that if the CAISO adjusts the Net Qualifying Capacity of a Unit after the Confirmation Effective Date, that for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Confirmation Effective Date, or (ii) the CAISO-adjusted Net Qualifying Capacity.
- 1.51** “WSPP Agreement” is defined in the introductory paragraph hereof.

ARTICLE 2. UNIT INFORMATION

Name:	Deer Creek Powerhouse
Location:	Nevada County, California
CAISO Resource ID:	DEERCRCR_6_UNIT 1
Unit SCID:	NCPA
Unit NQC:	Varies Per CAISO
Unit EFC:	N/A
Resource Type:	Hydroelectric
Resource Category (1, 2, 3 or 4):	4
Flexible RAR Category (1, 2 or 3):	N/A
Path 26 (North or South):	North
Local Capacity Area (if any, as of Confirmation Effective Date):	Sierra
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment:	None
Run Hour Restrictions:	None

ARTICLE 3. RESOURCE ADEQUACY CAPACITY PRODUCT

During the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Confirmation, the Designated RA Capacity of RA Attributes, LRA Attributes, and if applicable, Flexible RA Attributes from each Unit, as further marked and specified in Section 3.1, Section 3.2 and Section 3.3 below (the “Product”), measured in MWs. The Product does not confer to Buyer any right to the electrical output from the Unit. Rather, the Product confers the right to include the Designated RA Capacity in RAR Showings, LAR Showings, Flexible RAR Showings, and any other capacity or resource adequacy markets or proceedings as specified in this Confirmation. Specifically, no energy or ancillary services associated with any Unit is required to be made available to Buyer as part of this Transaction and Buyer shall not be responsible for compensating Seller for Seller’s commitments to the CAISO required by this Confirmation. Seller retains the right to sell any RA Capacity from the Unit in excess of the Unit’s Contract Quantity and any RA Attributes, LAR Attributes or Flexible RA Attributes not otherwise transferred, conveyed, or sold to Buyer under this Confirmation.

3.1 Product Attributes

- RA Attributes
- RA Attributes with Flexible RA Attributes
- LAR Attributes

- LAR Attributes with Flexible RA Attributes
- Flexible RA Attributes

3.2 Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Unit in the amount of the Contract Quantity specified in Section 4.3. If the Unit is not available to provide the full amount of the Contract Quantity for any reason other than Force Majeure, including without limitation any adjustment of the RA Capacity of any Unit, as set forth in Section 4.4(c), then Seller shall have the option to supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Buyer with the Contract Quantity and has failed to supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period, the Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Section 4.7 and 4.8.

3.3 Contingent Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Unit in the amount of the Contract Quantity specified in Section 4.3. If the Unit is not available to provide the full amount of the Contract Quantity as result of an Excusable Event, then, subject to Section 4.4, Seller shall have the option to notify Buyer that either (a) Seller will not provide the full Contract Quantity during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period.

If the Unit is not available to provide the full amount of the Contract Quantity as a result of any reason other than an Excusable Event, including without limitation any adjustment of the RA Capacity of any Unit, as set forth in Section 4.4(c), then Seller shall have the option to supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Buyer with the Contract Quantity and has failed to supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period, the Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Section 4.7 and 4.8.

ARTICLE 4. DELIVERY AND PAYMENT

4.1 Delivery Period

The Delivery Period shall be: June 1, 2022, through December 31, 2023.

4.2 Delivery Point

The Delivery Point for each Unit is the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.

4.3 Contract Quantity

The Contract Quantity for each Monthly Delivery Period shall be:

Contract Quantity (MWs)	
Contract Month	RAR Contract Quantity (MWs)
June 2022	Full NQC
July 2022	Full NQC
August 2022	Full NQC
September 2022	Full NQC
October 2022	Full NQC
November 2022	Full NQC
December 2022	Full NQC
January 2023	Full NQC
February 2023	Full NQC
March 2023	Full NQC
April 2023	Full NQC
May 2023	Full NQC
June 2023	Full NQC
July 2023	Full NQC
August 2023	Full NQC
September 2023	Full NQC
October 2023	Full NQC
November 2023	Full NQC
December 2023	Full NQC

4.4 Adjustments to Contract Quantity

- (a) Planned Outages: If Seller is unable to provide the applicable Contract Quantity for a portion of a Showing Month due to a Planned Outage of the Unit, then Seller shall have the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to either (a) reduce the Contract Quantity in accordance with the Planned Outage for such portion of the Showing Month; or (b) provide Alternate Capacity up to the Contract Quantity for the applicable portion of such Showing Month.

- (b) Invoice Adjustment: In the event that the Contract Quantity is reduced due to a Planned Outage as set forth in Section 4.4(a) above, then the invoice for such month(s) shall be adjusted to reflect a daily pro rata amount for the duration of such reduction.
- (c) Reductions in Unit NQC and/or Unit EFC: Seller's obligation to deliver the applicable Contract Quantity for any Showing Month may also be reduced by Seller if the Unit experiences a reduction in Unit NQC and/or Unit EFC as determined by the CAISO. If the Unit experiences such a reduction in Unit NQC and/or Unit EFC, then Seller has the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product, and/or (ii) Alternate Capacity up to the Contract Quantity.

4.5 Notification Deadline and Replacement Units

- (a) The "Notification Deadline" in respect of a Showing Month shall be twenty (20) Business Days before the earlier of the relevant deadlines for (a) the corresponding RAR Showings, Flexible RAR Showings and/or LAR Showings for such Showing Month, and (b) the CAISO Supply Plan filings applicable to that Showing Month.
- (b) If Seller desires to provide the Contract Quantity of Product for any Showing Month from a generating unit other than the Unit (a "Replacement Unit"), then Seller may, at no additional cost to Buyer, provide Buyer with Product from one or more Replacement Units, up to the Contract Quantity, for the applicable Showing Month; provided that in each case, Seller shall notify Buyer in writing of such Replacement Units no later than five days (5) before the Notification Deadline. If Seller notifies Buyer in writing as to the particular Replacement Units and such Units meet the requirements of the Product description in Article 3 and notice provisions in this Section 4.5, then such Replacement Units shall be automatically deemed a Unit for purposes of this Confirmation for the remaining portion of that Showing Month.
- (c) If Seller fails to provide Buyer the Contract Quantity of Product or Alternate Capacity for a given Showing Month during the Delivery Period, then (i) Buyer may, but shall not be required to, purchase Product from a third party; and (ii) Seller shall not be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof if such failure is the result of (A) a reduction in the Contract Quantity for such Showing Month in accordance with Section 4.4, or (B) an Excusable Event.

4.6 Delivery of Product

- (a) Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month.
- (b) Seller shall submit, or cause the Unit's Scheduling Coordinator to submit, by the Notification Deadline (i) Supply Plans to the CAISO, LRA, or other applicable Governmental Body identifying and confirming the Designated RA Capacity to be provided to Buyer for the applicable Showing Month, unless Buyer specifically requests in writing that Seller not do so (it being understood that any Designated RA Capacity subject to such a request from Buyer will be deemed to have been provided to Buyer for all purposes under this Confirmation); and (ii) written confirmation to Buyer that Buyer will be credited with the Designated RA Capacity for such Showing Month per the Unit's Scheduling Coordinator Supply Plan.

4.7 Damages for Failure to Provide Designated RA Capacity

If Seller fails to provide Buyer with the Designated RA Capacity of Product for any Showing Month, and such failure is not excused under the terms of this Confirmation, then the following shall apply:

- (a) Buyer may, but shall not be required to, replace any portion of the Designated RA Capacity not provided by Seller with capacity having equivalent RA Attributes, LAR Attributes and, if applicable, Flexible RA Attributes as the Designated RA Capacity not provided by Seller; provided, however, that if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having solely RA Attributes and no LAR Attributes or Flexible RA Attributes, and no such RA Capacity is available, then Buyer may replace such portion of the Designated RA Capacity with capacity having any applicable Flexible RA Attributes and/or LAR Attributes ("Replacement Capacity") by entering into purchase transactions with one or more third parties, including, without limitation, third parties who have purchased capacity from Buyer so long as such transactions are done at prevailing market prices. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity.
- (b) Seller shall pay to Buyer the following damages in lieu of damages specified in Section 21.3 of the WSPP Agreement: an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity, and (B) each Capacity Replacement Price times the amount of the Designated RA Capacity neither provided by Seller nor purchased by Buyer pursuant to Section 4.7(a); minus (ii) the Designated RA Capacity not provided for the applicable Showing Month times the Contract Price for that

month. If Seller fails to pay these damages, then Buyer may offset those damages owed it against any CAISO revenues or future amounts it may owe to Seller under this Confirmation pursuant to Section 9 of the WSPP Agreement.

- (c) In the event that Seller fails, or fails to cause a Unit's Scheduling Coordinator, to notify Buyer of a Planned Outage with respect to such Unit in accordance with Section 4.5(a), Seller agrees that it shall reimburse Buyer for the backstop capacity costs, if any, charged to Buyer by the CAISO due to Seller's failure to provide such notice, provided that the amount that Seller is required to reimburse pursuant to this Section 4.7(c) shall in no event exceed the amount actually charged to Buyer by the CAISO pursuant to the Tariff for such failure.

4.8 Indemnities for Failure to Deliver Contract Quantity

Subject to any adjustments made pursuant to Section 4.4 and requests from Buyer pursuant to Section 4.6(b)(i), Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or the CAISO, to the extent not otherwise paid by Seller to Buyer under Section 4.7(b), resulting from any of the following:

- (a) Seller's failure to provide any portion of the Designated RA Capacity due to a non-Excusable Event;
- (b) Seller's failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Article 3, Section 4.4 and Section 4.5; or
- (c) A Unit Scheduling Coordinator's failure to timely submit accurate Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may offset those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation.

4.9 Monthly RA Capacity Payment

In accordance with the terms of Section 9 of the WSPP Agreement, Buyer shall make a Monthly RA Capacity Payment to Seller for each Unit, in arrears, after the applicable Showing Month. Each Unit's Monthly RA Capacity Payment shall be equal to the product of (a) the applicable Contract Price for that Monthly Delivery Period, (b) the Designated RA Capacity for the Monthly Delivery Period, and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that the Monthly RA Capacity Payment shall be prorated to reflect any

portion of Designated RA Capacity that was not delivered pursuant to Section 4.4 at the time of the CAISO filing for the respective Showing Month.

RA CAPACITY PRICE TABLE

Contract Month	RAR Capacity Price (\$/kW-month)
June 2022	\$5.50
July 2022	\$5.50
August 2022	\$5.50
September 2022	\$5.50
October 2022	\$5.50
November 2022	\$5.50
December 2022	\$5.50
January 2023	\$5.50
February 2023	\$5.50
March 2023	\$5.50
April 2023	\$5.50
May 2023	\$5.50
June 2023	\$5.50
July 2023	\$5.50
August 2023	\$5.50
September 2023	\$5.50
October 2023	\$5.50
November 2023	\$5.50
December 2023	\$5.50

4.10 Allocation of Other Payments and Costs

Seller shall be entitled to receive and retain all revenues Buyer is not expressly entitled to receive pursuant to this Agreement, including all revenues that Seller may receive from the CAISO or any other third party with respect to any Unit for (a) start-up, shut-down, and minimum load costs, (b) revenue for ancillary services, (c) energy sales, (d) any revenues for black start or reactive power services, or (e) the sale of the unit-contingent call rights on the generation capacity of the Unit to provide energy to a third party, so long as such rights do not confer on such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, Flexible RAR Showing, as may be applicable, or any similar capacity or resource adequacy showing with the CAISO or CPUC.

Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller's account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards. Any Non-Availability Charges are the responsibility of Seller, and for Seller's account and Seller shall be responsible for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards. However, Buyer shall be entitled to receive and retain all revenues associated with the Designated RA Capacity of any Unit during the Delivery Period (including any capacity or availability revenues from RMR Agreements for any Unit, Reliability Compensation Services Tariff, and Residual Unit Commitment capacity payments, but excluding payments described in clauses (a) through (e) above).

In accordance with Section 4.9 of this Confirmation and Sections 9 and 28 of the WSPP Agreement, all such Buyer revenues actually received by Seller, or a Unit's Scheduling Coordinator, owner, or operator shall be remitted to Buyer, and Seller shall indemnify Buyer for any such revenues that Seller does not remit to Buyer, owner, or operator, and Seller shall pay such revenues received by it to Buyer if the Unit's Scheduling Coordinator, owner, or operator fails to remit those revenues to Buyer. If Seller or the Unit's Scheduling Coordinator, owner, or operator (as applicable) fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues pursuant to Section 28 of the WSPP Agreement against any future amounts it may owe to Seller under this Confirmation. If a centralized capacity market develops within the CAISO region, Buyer will have exclusive rights to offer, bid, or otherwise submit Designated RA Capacity provided to Buyer pursuant to this Confirmation for re-sale in such market, and retain and receive any and all related revenues.

ARTICLE 5. CAISO OFFER REQUIREMENTS

During the Delivery Period, except to the extent any Unit is in an Outage, or is affected by an Excusable Event, that results in a partial or full outage of that Unit, Seller shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit's Designated RA Capacity in compliance with the Tariff, and shall perform all, or cause the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator for such noncompliance.

ARTICLE 6. [RESERVED]

ARTICLE 7. OTHER BUYER AND SELLER COVENANTS

7.1 Further Assurances

Buyer and Seller shall, throughout the Delivery Period, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer's applicable RAR, LAR and Flexible RAR. Such commercially reasonable actions shall include, without limitation:

- (a) cooperating with and providing, and in the case of Seller causing each Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering the applicable RAR, LAR, and Flexible RAR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CPUC, the CAISO, a LRA of competent jurisdiction, or other Governmental Body of competent jurisdiction to administer the applicable RAR, LAR and Flexible RAR, to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, pursuant to the "deliverability" standards established by the CAISO or other Governmental Body of competent jurisdiction; and
- (b) negotiating in good faith to make necessary amendments, if any, to this Confirmation, which are subject to agreement of such Parties, in each Party's sole discretion, to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, FERC, or other Governmental Body of competent jurisdiction to administer the applicable RAR, LAR and Flexible RAR, so as to maintain the purpose and intent of the Transaction agreed to by the Parties on the Confirmation Effective Date. The above notwithstanding, the Parties are aware that the CPUC and CAISO are considering changes to RAR and/or LAR in CPUC Rulemaking 11-10-023 and potentially other proceedings.

7.2 Seller Representations and Warranties

Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:

- (a) Seller owns or has the exclusive right to the RA Capacity sold under this Confirmation from each Unit, and shall furnish Buyer, the CAISO, the CPUC, a LRA of competent jurisdiction, or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

- (b) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy such third party's applicable RAR, LAR or Flexible RAR or analogous obligations in CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Unit's owner or operator;
- (c) No portion of the Contract Quantity has been committed by Seller in order to satisfy RAR, LAR or Flexible RAR, or analogous obligations in any non-CAISO market;
- (d) The Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO;
- (e) The owner or operator of the Unit is obligated to maintain and operate each Unit using Good Utility Practice and, if applicable, in accordance with General Order 167 as outlined by the CPUC in the Enforcement of Maintenance and Operation Standards for Electric Generating Facilities Adopted May 6, 2004, and is obligated to abide by all Applicable Laws in operating such Unit; provided, that the owner or operator of any Unit is not required to undertake capital improvements, facility enhancements, or the construction of new facilities;
- (f) The owner or operator of the Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR and Flexible RAR;
- (g) If Seller is the owner of any Unit, the aggregation of all amounts of applicable LAR Attributes, RA Attributes and Flexible RA Attributes that Seller has sold, assigned or transferred for any Unit does not exceed that Unit's RA Capacity;
- (h) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's Scheduling Coordinator is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR and Flexible RAR;
- (i) Seller has notified the Scheduling Coordinator of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the Scheduling Coordinator is obligated to deliver the Supply Plans in accordance with the Tariff;
- (j) Seller has notified the Scheduling Coordinator of each Unit that Seller is obligated to cause each Unit's Scheduling Coordinator to provide to the Buyer, by the Notification Deadline, the Designated RA Capacity of each Unit that is to be submitted in the Supply Plan associated with this Confirmation for the applicable period; and
- (k) Seller has notified each Unit's Scheduling Coordinator that Buyer is entitled to the revenues set forth in Section 4.10 of this Confirmation, and such Scheduling

Coordinator is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

ARTICLE 8. CONFIDENTIALITY

In addition to the rights and obligations in Section 30 of the WSPP Agreement, the Parties agree that Buyer may disclose the Designated RA Capacity under this Transaction to any Governmental Body, the CPUC, the CAISO or any LRA of competent jurisdiction in order to support its applicable LAR, RAR or Flexible RAR Showings, if applicable, and Seller may disclose the transfer of the Designated RA Capacity under this Transaction to the Scheduling Coordinator of each Unit in order for such Scheduling Coordinator to timely submit accurate Supply Plans.

ARTICLE 9. BUYER'S RE-SALE OF PRODUCT

Buyer may re-sell all or a portion of the Product hereunder; provided, however, that any such re-sale does not increase Seller's obligations or liabilities hereunder.

ARTICLE 10. [RESERVED]

ARTICLE 11. COLLATERAL REQUIREMENTS

Notwithstanding any provision in the WSPP Agreement to the contrary, neither Party shall be required to post collateral or other security for this Transaction.

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE.

NORTHERN CALIFORNIA POWER AGENCY

NEVADA IRRIGATION DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

South Yuba Canal/Deer Creek Powerhouse Transfer



Job Descriptions
Staffing
Operating Budget (Fund 50)
Capital Budget (Fund 55)
Power Purchase Agreement
Recommendation

Board of Directors Meeting
March 9, 2022

Job Description Changes

- Approve the following Job Descriptions
 - Administrative Analyst I/II
 - Senior Administrative Analyst
 - Supervising Mechanical/Civil Foreman
 - Maintenance Compliance Specialist
 - Supervising Operator
 - Hydroelectric Compliance and Protection System Specialist
- Approval of the Job Descriptions does not authorize changes to number of Full Time Equivalentents

Staffing

- Approve the following additions/deletions to the number of Full Time Equivalents in Hydroelectric Departments

Additions

- 1 – Supervising Mechanical/Civil Foreman
- 1 – Supervising Electrical Systems Technician
- 1 – Hydroelectric Compliance and Protection System Specialist
- 1 – Senior Hydroelectric Maintenance Technician
- 1 – Administrative Analyst I/II
- 1 – Water System Operator

Deletions

- 1 – Senior Hydroelectric Systems Technician
- 1 – Management Assistant
- 0.25 – Office Assistant

- Net increase of 3.75 FTEs

Fund 50 Hydroelectric Operations

- 2022 Increase by \$1,162,435
- Labor and Benefit increase of
 - 2022 - \$400,353

Fund 55 – Hydroelectric Capital

- 2022 increase by \$180,000
 - Includes upgrades necessary for visibility to canal and flume
 - Significant communication upgrades that will benefit other powerhouses
 - Microwave link from KLOVE tower to Hydro Field Office
 - Additional SCADA license
- Future year capital upgrades to be discussed in quarter 2 of 2022.

Power Purchase Agreement

- Currently negotiating with Northern California Power Agency. Key terms as follows:
 - Delivery Term: April 11, 2022 – December 31, 2023
 - Renewable Energy Credit (REC) Price: \$13.00 / REC
 - Resource Adequacy (RA) Price: \$5.50 / kW-month
 - Energy Price: California Independent System Operator (CAISO) Locational Marginal Price (LMP) calculated at the Delivery Point
- 2022 budgeted revenue – \$580,000
- 2023 annual revenue – \$710,000

Recommendation

- Adopt Resolution 2022-13 (Approving job description changes, staffing increases, a budget amendment, and a power purchase agreement associated with the transfer of the South Yuba Canal and Deer Creek Powerhouse) and authorize the General Manager to execute the appropriate documents.