

P.O. Box 15129 Sacramento, CA 95851-0129 (916) 852-1673

MEMORANDUM

DATE:	December 11, 2024
TO:	TANC Commission
FROM:	John Roukema Interim General Manager
SUBJECT:	DECEMBER 18, 2024 MEETING OF THE TRANSMISSION AGENCY NORTHERN CALIFORNIA

The Commission of the Transmission Agency of Northern California (TANC) will meet at 10:00 a.m. on Wednesday, December 18, 2024, at 2377 Gold Meadow Way, First Floor, Gold River, California, 95670. The meeting is also accessible by telephone at:

OF

Join Meeting: 1 (202) 945-4283; Phone conference ID: 864 112 179#

In addition to the customary reports, enclosed are reports related to WestConnect activities, TANC technical matters, Federal Energy Regulatory Commission and related regulatory matters, Western Electricity Coordinating Council matters, Open Access Same-Time Information System matters, wildfire activities, California Independent System Operator matters, a report on COTP and TANC Fiscal Year 2026 Budget Development Schedule, a report from the TANC Interim General Manager and a report on TANC Strategic Planning efforts.

The Commission will also consider a resolution approving a request from the Western Area Power Administration to carry over certain Fiscal Year 2025 Funds to Fiscal Year 2026 and a resolution approving the TANC Third Agreement for Use of Communications Facilities with the Sacramento Municipal Utility District. The Commission will also consider items in Closed Session and schedule its next meeting.

> A Public Entity whose Members include: Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Modesto Irrigation District, Palo Alto, Plumas-Sierra Rural Electric Cooperative, Redding, Roseville, Sacramento Municipal Utility District, Santa Clara, Turlock Irrigation District, Ukiah

TAB 1

CALL TO ORDER

The TANC Vice Chair will call the meeting to order.

TAB 2

ROLL CALL

The TANC Interim General Manager will conduct a roll call of the TANC Commission members in attendance.

AGENDA TANC COMMISSION MEETING December 18, 2024 10:00 AM

LOCATION 2377 Gold Meadow Way First Floor Conference Room Gold, River, CA 95670

Remote Locations:

Northern California Power Agency	Modesto Irrigation District	Silicon Valley Power
651 Commerce Drive	1231 Eleventh Street	881 Martin Ave
Roseville, CA 95678-6420	Modesto, CA 95354	Santa Clara, CA 95050
SMUD Headquarters Building Executive Conference Room 6201 S Street Sacramento, CA 95817	Turlock Irrigation District 333 East Canal Drive Turlock CA 95381	City of Roseville 2090 Hilltop Circle, Roseville CA 95747

Any member of the public who desires to address the Commission during public comment portion of this meeting or on any item considered by the Commission at this meeting, before, or during the Commission's consideration of that item, shall so advise the Commission Chair or General Manager when public comment is called and when recognized shall thereupon be given an opportunity to do so.

Any person requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact Larry Riegle at <u>lriegle@tanc.us</u> in advance of the meeting to arrange for such accommodations.

Join Meeting: 1 (202) 945-4283; Phone conference ID: 864 112 179#

1. Call to Order

The TANC Chair will call the meeting to order.

2. Roll Call

A representative from TANC will conduct a roll call of TANC Commission members in attendance.

3. Approval of Agenda

The Commission will review the proposed agenda and approve it with any necessary corrections or deletions.

PUBLIC COMMENT

4. The Commission will consider comments from the public at this time.

CONSENT CALENDAR

ALL MATTERS LISTED UNDER THE CONSENT CALENDAR ARE CONSIDERED BY THE COMMISSION TO BE ROUTINE AND WILL ALL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COMMISSIONER REQUESTS THAT AN ITEM BE SEPARATELY CONSIDERED PRIOR TO THE TIME THE COMMISSION VOTES ON THE MOTION TO ADOPT.

5. Approval of the Draft Minutes from the November 20, 2024 TANC Commission Meeting.

Enclosed are the draft minutes from the November 20, 2024 TANC Commission meetings, for approval, subject to any necessary corrections or clarifications.

6. Report on TANC's Investment Purchases

Enclosed are reports on TANC's investment purchases.

7. Report on General Manager's Committees

Enclosed are approved meeting minutes from the following committees:

- a. Audit Budget Committee
- b. Contracts Committee
- c. Open Access Transmission Tariff Committee
- 8. Report on WestConnect Activities

Enclosed is a report regarding activities related to WestConnect.

9. Report on TANC Technical Matters

Enclosed is a report regarding TANC technical matters.

10. Report on FERC and Related Regulatory Matters

Enclosed is a report regarding Federal Energy Regulatory Commission and other related regulatory matters.

11. Report on WECC Matters

Enclosed is a report regarding Western Electricity Coordinating Council matters.

12. Report on TANC OASIS Matters

Enclosed is a report regarding usage on the Open Access Same-Time Information System and related matters.

13. Report on Wildfire Activities

Enclosed is a report regarding recent wildfire related initiatives.

14. Report on CAISO Matters

Enclosed is a report on California Independent System Operator related matters.

15. Report on COTP and TANC Fiscal Year 2026 Budget Development Schedule

Enclosed is a report regarding the Fiscal Year 2026 COTP Operations and Maintenance Budget and Work Plan and TANC Budget development schedules.

INFORMATION ITEMS

16. Report from the TANC Interim General Manager

The Commission will receive a report from TANC's Interim General Manager.

17. Report on TANC Strategic Planning Efforts

The Commission will receive a report on the status of workplans associated with ongoing strategic planning efforts.

ACTION ITEMS

18. Resolution Approving a Request from WAPA to Carry Over Certain Fiscal Year 2024 Funds to Fiscal Year 2025

The Commission will receive a report and consider adoption of a resolution authorizing the Western Area Power Administration to carry over certain Fiscal Year 2024 funds into Fiscal Year 2025.

19. Resolution Approving the TANC Third Agreement for Use of Communications Facilities with SMUD

The Commission will receive a report and consider adoption of a resolution approving the Third Agreement for Use of Communications Facilities with the Sacramento Municipal Utility District for use of SMUD's Fiber Optic System.

CLOSED SESSION

- 20. Closed Session Pursuant to Government Code Section 54956.9(a), Pending Litigation:
 - a. WestConnect and Order No. 1920-A [ER13-75, et al.; RM21-17]

END OF CLOSED SESSION

21. Meeting Calendar

The Commission will confirm the date of its next scheduled meeting is January 29, 2025.

TAB 4

PUBLIC COMMENT

The TANC Commission will consider comments from the public at this time.

TAB 5

DRAFT MINUTES AND ATTACHMENTS

DRAFT MINUTES TRANSMISSION AGENCY OF NORTHERN CALIFORNIA COMMISSION MEETING NOVEMBER 20, 2024

Chair Zettel (City of Redding) called the November 20, 2024 Transmission Agency of Northern California (TANC) Commission meeting to order at 10:00 a.m. Mr. Roukema (TANC Interim General Manager) took a roll call of the Commissioners in attendance. Meeting attendees are listed in Attachment 1.

Approval of Agenda

Chair Zettel inquired as to any recommended additions, deletions or modifications to the agenda. With no changes proposed, Mr. Gill (Turlock Irrigation District) made a motion to approve the November 20, 2024 TANC Commission agenda. Mr. Caballero (Modesto Irrigation District) seconded the motion, which was approved by the TANC Commission. The approved agenda for the September 18, 2024 Commission meeting is included as Attachment 2.

PUBLIC COMMENT

Chair Zettel asked if there were any members of the public that wished to address the TANC Commission. There were no requests.

CONSENT CALENDAR

Chair Zettel asked if any Commissioner would like a discussion or removal of any item under the Consent Calendar. There were no requests. Mr. Caballero (Modesto Irrigation District) made a motion to approve the Consent Calendar. Mr. Olson (Sacramento Municipal Utility District) seconded the motion, which was approved by the Commission. The approved minutes from the September 18, 2024 TANC Commission meeting are included as Attachments 3.

INFORMATION ITEMS

Report from the TANC Interim General Manager

Mr. Roukema reported that as noted in the October 31, 2024 informational memo that was sent to the TANC Commissioners, the current California-Oregon Transmission Project (COTP) Capital Replacement Project will result in surplus equipment. Mr. Roukema noted that the US Army Corps of Engineers (ACOE) had approached the Western Area Power Administration (WAPA) to see if they have any available disconnect switches and with the replacement of shunt capacitor breakers and associated disconnect switches at the Tracy Substation, there is surplus equipment available. Mr. Roukema also reported that since any salvage credit from these removed parts is expected to be minimal and the ACOE will execute a Waiver, Release and Hold Harmless Agreement, that the transfer of the replaced equipment has been authorized. Mr. Roukema also noted that the Technical Matters memo, which is included in the Consent Calendar, will now include update on interconnection requests and affected system studies since work in these areas continue to increase. Mr. Roukema indicated that as reported in the COTP Matters memo, 66 trees which were interfering with the microwave signal at the Manzanita Lake Communication Site have been removed. Mr. Roukema also reported that the request to rerate the California-Oregon Intertie to 5,100 megawatts (MWs) is expected to be effective on June 1, 2025 and that there are updates to seven TANC/COTP agreements and individual Member decision on their entitlement amounts that will need to be considered prior to that time. As a response to a question raised by Mr. Howard (Northern California Power Agency), Mr. Wagenet (TANC), reported that the Pacific Gas & Electric Company (PG&E) has discontinued gas service at Palm Tract using its existing, aged pipeline and that going forward, PG&E would continue to meet its obligation to serve the property by trucking in compressed natural gas as needed.

Report on TANC Strategic Planning Efforts

Mr. Roukema reported that updates on strategic planning efforts was provided in the meeting materials. Chair Zettel also reminded the Commission that the development of new strategic

planning items would be paused until TANC secures a regular General Manager to lead the effort.

Report on Addressing Public Safety Power Shutoffs in the TANC Wildfire Mitigation Plan for the COTP

As a follow-up to information on Public Safety Power Shutoffs (PSPS) provided in the October 31, 2024 informational memo that was sent to the TANC Commissioners, the Commission discussed the need to add additional information on PSPS plans in future versions of the TANC Wildfire Mitigation Plan for the COTP (WMP) including a more descriptive plan and information on triggering activities. The TANC Commission provided additional direction for staff to continue to work with WAPA and to add discreet provisions to be added to PSPS discussion in 2025 update with bigger updates and communication agreements in 2026 update to the WMP.

ACTION ITEMS

Report and Potential Action Regarding the Audit of TANC's Financial Statements for Fiscal Year 2024

Mr. O'Donnell (Baker Tilly) presented the findings for the draft Fiscal Year 2024 TANC audit. After the presentation and a discussion by the TANC Commission, Mr. Olson (Sacramento Municipal Utility District) moved to approve the Audit of TANCs Financial Statements for Fiscal Year 2024. This motion was seconded by Mr. Gill (Turlock Irrigation District). The Audit of TANC's Financial Statements for Fiscal Year 2024 Financial Statements for TANC were approved by roll call vote (with the City of Roseville absent).

Resolution Approving Assignments Under the COTP Interim Participation Agreement, the COTP Operation and Maintenance Agreement, the Owners Coordinated Operation Agreement, and the California-Oregon Intertie Path Operating Agreement; and Revisions to Project

Agreement No. 3 and Project Agreement No. 5 as Needed to Authorize the Transfers of COTP Entitlements to TANC

The TANC Commission discussed the status of the San Juan and Carmichael Water Districts proposal to transfer their COTP entitlement and assign their rights and obligations under several COTP agreements to the Turlock Irrigation District (TID) and the City of Roseville and the proposal to, concurrently with this COTP ownership transfer, for TID and the City of Roseville to transfer their respective one MW each of COTP ownership to TANC. The TANC Commission also discussed the status of the City of Redding transfer of 25 MWs of COTP ownership to TANC. Mr. Roukema reported that he has been working with TANC Special Counsel on the noticing, assignment agreement and agreements requiring updated to effectuate the transfers. After discussion by the TANC Commission, Mr. Gill (Turlock Irrigation District) moved to approve the resolution approving the transfers of COTP Entitlements to TANC. The motion was seconded by Ms. Hughes (City of Santa Clara) and approved by the TANC Commission by roll call vote. Resolution 2024-19 is included as Attachment 4.

Report and Potential Action on Administrative Items

The TANC Commission considered approval of the 2025 Officers List and 2025 TANC Commission Meeting schedule. After discussion by the TANC Commission, Ms. Hughes (City of Santa Clara) moved to approve the 2025 Officers List and 2025 TANC Commission Meeting schedule. The motion was seconded by Mr. Olson (Sacramento Municipal Utility District) and approved by roll call vote.

Meeting Calendar

The next regular TANC Commission meeting is scheduled for December 18, 2024. There being no further business, Chair Zettel adjourned the meeting.



Roseville Electric 2090 Hilltop Circle Roseville, California 95747-9704 *Reliable Energy. Dependable Service.*

November 19, 2024

Transmission Association of Northern California Via email to John Roukema jroukema@tanc.us 2377 Gold Meadow Way, First Floor Conference Room, Gold River, CA 95670

Re: November 20, 2024 TANC Commission Meeting

To whom it may concern:

Please be advised that Petra Wallace, a Roseville Electric Alternate TANC Commissioner, will represent Roseville at the November 20, 2024 TANC Commission meeting.

Sincerely, **Bill Forsythe**

Assistant Electric Utility Director Roseville Electric Utility

Bill Forsythe Assistant Electric Utility Director Roseville Electric Utility (916) 774-5619 [(530) 391-3250 wforsythe@roseville.ca.us 2090 Hilltop Circle | Roseville, CA 95747



ATTENDANCE LIST

TRANSMISSION AGENCY OF NORTHERN CALIFORNIA COMMISSION MEETING

November 20, 2024

10:00 AM

NAME

ORGANIZATION

Nick Zettel Martin Caballero Manjot Gill Petra Wallace Jon Olson Chris Hofmann Kathy Ketchum Hieu Nguyen Michael Wilson Randy Howard Anish Nand Basil Wong Kathleen Hughes Melinda Jones Jeanne Haas Ryan O'Donnell Steve Gross John Roukema Amy Cuellar Larry Riegle Don Wagenet

City of Redding Modesto Irrigation District **Turlock Irrigation District** City of Roseville Sacramento Municipal Utility District Northern California Power Agency Northern California Power Agency Silicon Valley Power Silicon Valley Power Western Area Power Administration Western Area Power Administration Baker Tilly **TANC General Counsel** Interim General Manager TANC Staff TANC Staff TANC Staff

AGENDA TANC COMMISSION MEETING November 20, 2024 10:00 AM

LOCATION 2377 Gold Meadow Way First Floor Conference Room Gold, River, CA 95670

Remote Locations:

Northern California Power Agency 651 Commerce Drive Roseville, CA 95678-6420 Silicon Valley Power 881 Martin Ave Santa Clara, CA 95050

Roseville Electric Utility

2090 Hilltop Circle Roseville, CA 95747

> Any member of the public who desires to address the Commission during public comment portion of this meeting or on any item considered by the Commission at this meeting, before, or during the Commission's consideration of that item, shall so advise the Commission Chair or General Manager when public comment is called and when recognized shall thereupon be given an opportunity to do so.

Any person requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact Larry Riegle at <u>lriegle@tanc.us</u> in advance of the meeting to arrange for such accommodations.

Join Meeting: +1 202-945-4283; Phone conference ID: 320 947 93#

1. Call to Order

The TANC Chair will call the meeting to order.

2. Roll Call

A representative from TANC will conduct a roll call of TANC Commission members in attendance.

3. Approval of Agenda

The Commission will review the proposed agenda and approve it with any necessary corrections or deletions.

PUBLIC COMMENT

4. The Commission will consider comments from the public at this time.

CONSENT CALENDAR

ALL MATTERS LISTED UNDER THE CONSENT CALENDAR ARE CONSIDERED BY THE COMMISSION TO BE ROUTINE AND WILL ALL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COMMISSIONER REQUESTS THAT AN ITEM BE SEPARATELY CONSIDERED PRIOR TO THE TIME THE COMMISSION VOTES ON THE MOTION TO ADOPT.

5. Approval of the Draft Minutes from the September 18, 2024 TANC Commission Meeting.

Enclosed are the draft minutes from the September 18, 2024 TANC Commission meetings, for approval, subject to any necessary corrections or clarifications.

6. Report on TANC's Investment Purchases

Enclosed are reports on TANC's investment purchases.

7. Report on General Manager's Committees

Enclosed are approved meeting minutes from the following committees:

- a. Audit Budget Committee
- b. Contracts Committee
- c. Engineering and Operations Committee
- d. Open Access Transmission Tariff Committee
- 8. Report on WestConnect Activities

Enclosed is a report regarding activities related to WestConnect.

9. Report on COTP Matters

Enclosed is a report regarding California-Oregon Transmission Project (COTP) matters.

10. Report on TANC Technical Matters

Enclosed is a report regarding TANC technical matters.

11. Report on FERC and Related Regulatory Matters

Enclosed is a report regarding Federal Energy Regulatory Commission and other related regulatory matters.

12. Report on WECC Matters

Enclosed is a report regarding Western Electricity Coordinating Council matters.

13. Report on TANC OASIS Matters

Enclosed is a report regarding usage on the Open Access Same-Time Information System and related matters.

14. Report on Wildfire Activities

Enclosed is a report regarding recent wildfire related initiatives.

- Report on TANC's Reliability Standards Compliance Program Enclosed is a report regarding TANC's Reliability Standards Compliance Program.
- 16. Report on CAISO Matters

Enclosed is a report on California Independent System Operator related matters.

INFORMATION ITEMS

17. Report from the TANC Interim General Manager

The Commission will receive a report from TANC's Interim General Manager.

18. Report on TANC Strategic Planning Efforts

The Commission will receive a report on the status of workplans associated with ongoing strategic planning efforts.

19. Report on Addressing Public Safety Power Shutoffs in TANC WMP for the COTP

The Commission will discuss information on Public Safety Power Shutoffs to consider in the next update to the TANC Wildfire Mitigation Plan for the COTP.

ACTION ITEMS

20. Report and Potential Action Regarding the Audit of TANC's Financial Statements for Fiscal Year 2024

The Commission will receive a presentation from TANC's auditor, Baker Tilly Virchow Krause LLP, review the Fiscal Year 2024 Financial Statements, and may take action to accept the audit report.

21. Resolution Approving Assignments Under the COTP Interim Participation Agreement, the COTP Operation and Maintenance Agreement, the Owners Coordinated Operation Agreement, and the California-Oregon Intertie Path Operating Agreement; and Revisions to Project Agreement No. 3 and Project Agreement No. 5 as Needed to Authorize the Transfers of COTP Entitlements to TANC

The Commission will consider a resolution Approving Assignments under the COTP Interim Participation Agreement, the COTP Operation and Maintenance Agreement, the Owners Coordinated Operation Agreement, and the California-Oregon Intertie Path Operating Agreement; and Revisions to Project Agreement No. 3 and Project Agreement No. 5 as Needed to Authorize the Transfers of COTP Entitlements to TANC.

- 22. Report and Potential Action on Administrative Items
 - a. Approval of Officers List for 2025
 - b. Approval of 2025 TANC Commission Meeting Schedule

23. Meeting Calendar

The Commission will confirm the date of its next scheduled meeting is December 18, 2024.

MINUTES TRANSMISSION AGENCY OF NORTHERN CALIFORNIA COMMISSION MEETING SEPTEMBER 18, 2024

Chair Zettel (City of Redding) called the September 18, 2024 Transmission Agency of Northern California (TANC) Commission meeting to order at 10:00 a.m. Mr. Roukema (TANC Interim General Manager) took a roll call of the Commissioners in attendance. Meeting attendees are listed in Attachment 1.

Approval of Agenda

Chair Zettel inquired as to any recommended additions, deletions or modifications to the agenda. With no changes proposed, Mr. Caballero (Modesto Irrigation District) made a motion to approve the September 18, 2024 TANC Commission agenda. Mr. Gill (Turlock Irrigation District) seconded the motion, which was approved by the TANC Commission. The approved agenda for the September 18, 2024 Commission meeting is included as Attachment 2.

PUBLIC COMMENT

Chair Zettel asked if there were any members of the public that wished to address the TANC Commission. There were no requests.

CONSENT CALENDAR

Chair Zettel asked if any Commissioner would like a discussion or removal of any item under the Consent Calendar and there were no requests. Mr. Gill (Turlock Irrigation District) made a motion to approve the Consent Calendar. Mr. Caballero (Modesto Irrigation District) seconded the motion, which was approved by the Commission. The approved minutes from the August 21, 2024 TANC Commission meeting are included as Attachments 3.

INFORMATION ITEMS

Report from the TANC Chair

Chair Zettel reported that Mr. Roukema (Roukema Consulting, LLC) was now under contract to serve as the Interim General Manager and that as part of his duties he would lead the ad hoc committee in the search for a regular General Manager. The TANC Commission discussed the status of the transfer of California-Oregon Transmission Project (COTP) entitlements – both the transfer from Carmichael and San Juan Water Districts to Turlock Irrigation District and the City of Roseville and the transfer of the City of Redding's COTP entitlement to TANC. The Commission also discussed a request from TANC Special Counsel (Duncan Weinberg) for TANC's consent for them to assist the Balancing Authority of Northern California with tasks related to the California Independent System Operator's Extended Day-Ahead Market. It was reported that Mr. Roukema would be working through any potential conflicts.

Report on TANC Strategic Planning Efforts

The Commission received an update on the upfront funding to be made to the Western Area Power Administration (WAPA) in early October for their share of the COTP Series Capacitor Project. The Commission also discussed consideration of including a formal policy on Public Safety Power Shutoff in future updates to the TANC Wildfire Mitigation Plan for the COTP and agreed to discuss the issue further at the October Commission meeting. Chair Zettel also reported that the development of new strategic planning items would be paused until TANC secures a regular General Manager to lead the effort.

ACTION ITEMS

Report and Potential Action on TANC's Available Cash Balances

Ms. Nguyen (Sacramento Municipal Utility District) provided the TANC Commission with an overview of the TANC available cash balances through June 30, 2024. Mr. Riegle (TANC) noted that, as a future item, TANC would need to decide what to do with the funding that is repaid by WAPA associated with the COTP Series Capacitor Project. After discussion by the TANC Commission and the agreement to add specific TANC Member positions in the reports going forward, Mr. Gill (Turlock Irrigation District) moved to approve the report on TANC available cash balances. The motion was seconded by Mr. Caballero (Modesto Irrigation District) and approved by the TANC Commission by roll call vote.

Resolution Vesting and Retaining Power and Authority of the Interim Contract Executive/General Manager and TANC Commission Chair Respectively

Chair Zettel reported that as previously authorized by the Commission at their August 21, 2024 meeting, TANC has entered into an agreement with Roukema Consulting, LLC for John Roukema to serve as the Interim General Manager of TANC. Chair Zettel noted that approval of the proposed resolution would grant Mr. Roukema certain responsibilities, authorities and obligations that are needed to be considered and performed to serve as the TANC Interim General Manager and that all such certain responsibilities, authorities and obligations would also continue to also be retained by the TANC Chair. After discussion by TANC Commission, Mr. Wong (City of Santa Clara) moved to approve the resolution authorizing the responsibilities, authorities and obligations to the Interim General Manager. This motion was seconded by Mr. Forsythe (City of Roseville) and approved by the TANC Commission. Resolution 2024-18 is included as Attachment 4.

CLOSED SESSION

Pursuant to subsections (a), (b), and (d) of California Code Section 54956.9, and California Code Section 54957(b)(1), TANC General Counsel Mr. Gross placed the Commission into closed session.

After discussion Mr. Gross reported that no reportable action was taken by the Commission.

Report and Potential Action on Administrative Items

The TANC Commission considered an update to the TANC Officers list. After discussion by the TANC Commission, Mr. Wong (City of Santa Clara) moved to approve the updated TANC Officers list. The motion was seconded by Mr. Gill (Turlock Irrigation District) and approved by roll call vote.

Meeting Calendar

The next regular TANC Commission meeting is scheduled for October 23, 2024. There being no further business, Chair Zettel adjourned the meeting.

Respectfully Submitted,

DocuSigned by:

John Roukema TANC Interim General Manager

RESOLUTION 2024-19

A RESOLUTION OF THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA APPROVING ASSIGNMENTS UNDER THE CALIFORNIA-OREGON TRANSMISSION PROJECT (COTP) INTERIM PARTICIPATION AGREEMENT, THE COTP OPERATION AND MAINTENANCE AGREEMENT, THE OWNERS COORDINATED OPERATION AGREEMENT, AND THE CALIFORNIA-OREGON INTERTIE PATH OPERATING AGREEMENT; AND REVISIONS TO PROJECT AGREEMENT NO. 3 AND PROJECT AGREEMENT NO. 5 AS NEEDED TO AUTHORIZE TRANSFERS OF COTP ENTITLEMENTS TO TANC

WHEREAS, the Transmission Agency of Northern California (TANC) is a joint exercise of powers agency organized under the laws of the State of California; and

WHEREAS, TANC is the largest Participant and the Project Manager of the California-Oregon Transmission Project (COTP); and

WHEREAS, due to the termination of an arrangement with the Sacramento Municipal Utility District on December 31, 2024, both COTP Participants San Juan Water District and Carmichael Water Districts propose to transfer their COTP entitlement and assign their rights and obligations under several COTP agreements to the Turlock Irrigation District (TID) and the City of Roseville, who would each receive one megawatt (MW) of COTP ownership; and

WHEREAS, concurrently with this COTP ownership transfer, both TID and the City of Roseville intend to then transfer their respective one MW each of COTP ownership to TANC; and

WHERAS, the City of Redding also has 25 MWs of COTP ownership which they intend to transfer to TANC effective January 1, 2025; and

WHEREAS, various TANC and COTP agreements, including the Interim Participation Agreement (IPA); Project Agreement Number 3 and Project Agreement Number 5 contain COTP ownership, entitlement, and cost sharing percentages and will require updates to reflect the proposed COTP entitlement transfers and indicate the new Project ownership and entitlement shares; and

WHEREAS, on November 1, 2024, TANC distributed a combined notice package to the affected parties and COTP Participants to initiate the required 30-day notice as required in the IPA to initiate the COTP Entitlement transfers.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the TANC Commission:

- 1. Approves the proposed updates to the IPA and authorize the Interim General Manager to vote for approval of the IPA updates at the COTP Management Committee's meeting on December 18, 2024.
- 2. Approves the proposed updates to Appendix C of PA3 and Exhibit B of PA5, *conditioned on* the approval of the IPA assignments by the active IPA Parties.
- 3. Authorizes the Interim General Manager to execute the Consent to Assignment for the San Juan and Carmichael Water Districts COTP entitlement transfers to TID and the City of Roseville, the Consent to Assignment for the TID and the City of Roseville COTP entitlement transfers to TANC, and the Consent to Assignment for the Redding COTP entitlement transfer to TANC.
- 4. Authorizes the Interim General Manager to execute the assignment agreements for the San Juan and Carmichael Water Districts COTP entitlement transfers to TID and the City of Roseville, for the TID and the City of Roseville COTP entitlement transfers to TANC, and for the Redding COTP entitlement transfer to TANC, conditioned on receipt of all the necessary consents needed for the COTP transactions.
- 5. Authorizes the Interim General Manager to provide written notice to the active IPA Parties (including PacifiCorp and the California Independent System Operator) that TANC consents to the proposed assignments to TANC.
- 6. Authorizes the Interim General Manager to facilitate any other actions that are necessary to implement the COTP entitlement transfers.

PASSED AND ADOPTED this 20th day of November 2024, on a motion by Mr. Gill (Turlock Irrigation District) and seconded by Ms. Hughes (City of Santa Clara).

	AYES	NOES	ABSTAIN	ABSENT
City of Alameda	Х			
City of Biggs	Х			
City of Gridley	Х			
City of Healdsburg	Х			
City of Lodi	Х			
City of Lompoc	Х			
Modesto Irrigation District	Х			
City of Palo Alto	Х			
Plumas-Sierra Rural Electric Cooperative	Х			
City of Redding	Х			
City of Roseville	Х			
Sacramento Municipal Utility District	Х			
City of Santa Clara	Х			
Turlock Irrigation District	Х			
City of Ukiah	Х			

TAB 6

REPORT ON TANC'S INVESTMENT PURCHASES

Enclosed is a report on TANC's investment purchases.

Transmission Agency of Northern California

Investment Purchases Report For Month Ended October 31, 2024

Settlement	Maturity				Par
Date	Date	Portfolio	Investment Type	lssuer	Value

No purchases in October 2024

Transmission Agency of Northern California

Investment Purchases Report For Month Ended November 30, 2024

Settlement	Maturity				Par
Date	Date	Portfolio	Investment Type	lssuer	Value

No purchases in November 2024

TAB 7

SCHEDULE OF UPCOMING GENERAL MANAGER'S COMMITTEE MEETINGS

Contracts Committee

February 4, 2025

January 12, 2025

February 4, 2025

Engineering and Operations Committee

Open Access Transmission Tariff Committee

GENERAL MANAGER'S COMMITTEE MEETINGS APPROVED MINUTES

Audit Budget Committee	August 22, 2024
Contracts Committee	August 6, 2024
Open Access Transmission Tariff Committee	August 6, 2024

MINUTES OF THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA GENERAL MANAGER'S AUDIT/BUDGET COMMITTEE MEETING August 22, 2024

Ms. Nguyen convened the August 22, 2024 meeting of the Transmission Agency of Northern California (TANC or Agency) General Manager's Audit/Budget Committee (Committee) at 9:00 a.m. in place of Chair Ainsworth. Mr. Riegle took roll call and participants in the meeting are included as Attachment 1.

Approval of the August 22, 2024 Audit-Budget Committee Agenda

Ms. Nguyen inquired if the Committee had any revisions to the proposed August 22, 2024 General Manager's Audit-Budget Committee agenda. Upon hearing of no suggested revisions, the agenda was accepted.

Approval of the April 24 and May 8, 2024 Draft Minutes

Minutes from the April 24 and May 8, 2024 Audit-Budget Committee meetings were reviewed and approved as submitted.

April through August Commission Meeting Report

Mr. Riegle provided the Committee with updates on pertinent matters related to Commission activity associated with meetings held in April, May, July, and August 2024.

Review of FY24 Budget Variance Report through June '24

Ms. Nguyen discussed with the Committee the FY24 Budget Variance Report through June 30 '24. Upon conclusion of discussion, it was determined that no transfers or augmentations for contractors or line items are required at this time to complete the Fiscal Year.

Available Cash Presentation as of June 30, 2024

Ms. Nguyen presented TANC's Available Cash through June 30, 2024 for Committee review. As the Committee is aware it is anticipated that a large chunk of TANC cash will be used for WAPA's share of the Series Capacitor Capital Improvement Project, and as such the Committee does not recommend distribution of any funds back to Members until such time that this transfer is completed. Upon conclusion of the Series Capacitor payment to WAPA, the Committee may suggest to the Commission options for refunding Available Cash via WAPA payment contributions or use WAPA funds for other matters. These options will be discussed at the next Committee meeting.

FY24 Pre-Audit Call with Baker Tilly

Mr. Riegle mentioned that an FY24 Pre-Audit Call was recently held with Baker Tilly to go through potential contingency events and discuss operation of the COTP and Agency in general. Similar to prior years the call went well with Baker Tilly ready to begin field work soon. It was noted that with the Series Capacitor funding occurring after the termination of FY24 (June 30, 2024) that a "subsequent event" will likely be mentioned in this year's audit report.

Preliminary FY24 Audit Schedule

Ms. Nguyen stated that the FY24 Audit was about to begin in earnest with field work occurring soon, and that it is anticipated the draft financial statements and report will be presented to the Committee at their October '24 meeting, and final presentation to the Commission at their November '24 meeting.

Other Matters

Mr. Riegle briefed the Committee on several important topics in which there has been previous debate and discussion for potential revisions. One item that will be discussed in detail at the October '24 Committee meeting is a review of TANC's Revenue Requirement methodology. Other topics that will subsequently be discussed in detail is the Available Cash Presentation, cost allocation revisions related to the COI 5100 MW addition and shifts in COTP ownership rights. It was also mentioned that TANC offices have moved and that members are always encouraged to participate in meeting in-person at the new office location. Further that Jarom Zimmerman passed and that the Chair has assumed full signing responsibility for processing invoices.

Next Meeting

The next TANC Audit/Budget Committee was scheduled for October 24, 2024 starting at 10:30 a.m.

Documents from this meeting will be distributed upon request.

Respectfully Submitted,

Larry Riegle

Larry Riegle Ex Officio Member and Secretary

MINUTES OF THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA GENERAL MANAGER'S CONTRACTS COMMITTEE MEETING August 6, 2024

Mr. Adair called the August 6, 2024 Transmission Agency of Northern California (TANC) General Manager's Contracts Committee (Committee) to order at 10:00 a.m. Mr. Riegle performed a roll call and a list of attendees to the meeting is provided as Attachment 1.

Review and Accept August 6, 2024 Contracts Committee Agenda

Mr. Adair inquired if there were any revisions to the agenda. With the addition of a couple edits, the August 6, 2024 General Manager's Contracts Committee agenda was accepted.

<u>Review and Approval of Minutes from the May 7, 2024 Contracts Committee Meeting</u> Minutes from the May 7, 2024 General Manager's Contracts Committee meeting were reviewed, and with a couple minor edits, Mr. Adair accepted the minutes.

FY24 Budget Versus Expenditure Report through June 2024

Mr. Riegle reviewed the FY24 Budget Versus Actual Report with the Committee through June 2024. This reports concluded the 2023-24 TANC Fiscal Year and there was no need for transfers to individual line items or contractor budgets.

Monthly Transmission Activities Update

Mr. Persson provided the Committee with an update on transmission activities including a report on the California Independent System Operator (CAISO) 2024-25 Transmission Planning Process, Portland General Electric committing to the CAISO Extended Day-Ahead Market, the 2023 Interconnection Process Enhancements Initiative, the CAISO Board of Governors West-Wide Governance Pathways Initiative, and the FERC Order 881 Transmission Line Ratings initiative and how CAISO plans on implementing ambient air transmission line ratings. The transmission staff planning report centered on updates to interconnection projects currently engaged on the COTP, affected system study work, summer seasonal ratings, and an update on the Park Fire.

Existing and Anticipated Litigation

Ms. Dakowicz discussed final updates to TO18, 19, and 20 settlements, and the PG&E long-term debt waiver request. Ms. Mody reported on a recent FERC order associated with Dynamic Line Ratings, and WestConnect matters.

Next Meeting

The next Contracts Committee meeting was scheduled for October 1, 2024 at 10:00 am.

Handouts and material from this meeting will be distributed upon request.

Respectfully Submitted,

John Roukema TANC Interim General Manager

MINUTES OF THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA GENERAL MANAGER'S OATT COMMITTEE MEETING August 6, 2024

Chair Olivares called the August 6, 2024 Transmission Agency of Northern California (TANC or Agency) General Manager's Open Access Transmission Tariff (OATT) Committee meeting to order at 12:00 p.m. Mr. Riegle took roll call and participants in the meeting are included as Attachment 1.

Approval of the August 6, 2024 Agenda

Chair Olivares inquired if there were any suggested changes to the draft agenda. Upon hearing of no suggested revisions, the August 6, 2024 General Manager's OATT Committee Agenda was accepted.

Approval of the Draft Minutes from the June 4, 2024 OATT Committee Meeting

Minutes from the June 4, 2024 OATT Committee meeting were reviewed by the Committee. Ms. Mody and Mr. Olivares suggested certain revisions to these minutes, and upon concurrence by the Committee to those suggested edits, Chair Olivares accepted the minutes.

Monthly OASIS Activity Report for May and June '24

Mr. Persson presented to the Committee the May and June 2024 Monthly OASIS Activity Report. There was discussion on June 23 curtailments and Mr. Persson noted that it was new staff operator error at WAPA that will be corrected going forward.

Monthly CRR Program Update

Mr. Riegle mentioned that the Second CRR Agreement with the California Independent System Operator has been executed. Further, Mr. Persson updated the Committee on the latest Congestion Revenue Rights program costs and revenue received through May 2024.

Business Practices Revision

Mr. Riegle stated that TANC's Business Practices document has been refreshed with a new format and table alignment and that the Non-Firm Hourly product expansion has now been implemented.

WAPA OASIS Administrator Services Exhibit C

Mr. Riegle noted that the Annual WAPA OASIS Administrator Services Exhibit C (annual pricing for services) was revised by WAPA and lowered by approximately \$50,000 compared to the previous year.

FERC Order 2023 and 2023-A Timeline

Ms. Mody briefly mentioned that Special Counsel and staff will begin a series of meetings and activities to address potential revisions in the TANC OATT to accommodate FERC Orders 2023 and 2023A, along with a general timeline of events. It is anticipated that the TANC Commission

will consider revisions to the TANC OATT related to these FERC Orders at their January '25 meeting.

Transmission Service Pricing and Products

Ms. Mody and Mr. Perrson provided updates on transmission product review and coordination. The Committee did not take any immediate action on other OASIS rate revisions.

Next Meeting

The next General Manager's OATT Committee meeting was scheduled for October 1, 2024 at 12:00 p.m.

Documents from this meeting will be distributed upon request subject to applicable privileges.

Respectfully Submitted,

DocuSigned by:

John Roukema

John Roukema TANC Interim General Manager



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O. Box 15129 Sacramento, CA 95851-0129 (916) 8	52-1673

MEMORANDUM

DATE:	December 11, 2024
TO:	TANC Commission
FROM:	John Roukema Interim General Manager
SUBJECT:	REPORT ON WESTCONNECT ACTIVITIES

This memo provides a summary of recent WestConnect activities. The Transmission Agency of Northern California (TANC) continues to participate in activities conducted by WestConnect, which is tasked with coordination of regional and interregional transmission planning. The most recent Planning Subcommittee (PS) meeting was held on November 12, 2024. The most recent Planning Management Committee (PMC) meeting was held on November 13, 2024. The next PS and PMC meetings are scheduled for December 17 and 18, 2024.

Planning Subcommittee

At their meeting on November 12, 2024, the PS discussed the model development update and regional assessment result for the regional assessment study. The PS provided high-level results for the reliability and economic assessments. The results detailed various items such as load assumptions, congestion areas, resource assumptions, transient stability plots and contingency results for the economic and reliability studies. A key finding relating to the California-Oregon Intertie is that one of the identified lines with high levels of congestion was the Path 15 – Midway to Los Banos line. Two motions were put forward and passed during the meeting. These were that reliability issues presented should not be considered a regional need and that the assessment report will be distributed to members for several revision cycles before the December PS meeting. The report is on track to be completed in December.

TANC Commission December 11, 2024 Page Two

Planning Management Committee

At their meeting on November 13, 2024, the PMC reviewed routine administrative topics including the current financial report, activities report, membership attendance and the proposed 2025 meeting schedule. As part of the PS, the model development report and review schedule were presented. High-level results, issues and resolutions for the regional assessment were also presented. In addition, the 2034 Production Cost Modeling resource mix, congestion results and member responses to the Economic Needs Assessment were reviewed. The PMC reviewed the PS recommendation that a single reliability issue from the reliability assessment and economic congestion issues from the economic assessment should not be considered regional economic needs. The PMC also agreed to release the draft 2024-2025 regional reliability needs assessment results and the draft 2024-2025 regional economic needs assessment results for presentation to stakeholders.



P.O. Box 15129 Sacramento, CA 95851-0129 (916) 852-1673

MEMORANDUM

DATE:	December 11, 2024
TO:	TANC Commission
FROM:	John Roukema Interim General Manager

SUBJECT: REPORT ON TECHNICAL MATTERS

Recent transmission planning and technical matters pertaining to the Transmission Agency of Northern California (TANC) and its transmission asset the California-Oregon Transmission Project (COTP) have included:

California-Oregon Intertie Path Rating Process

The California Independent System Operator (CAISO) recently notified TANC that since the path rating has officially changed earlier than expected (as of October 2024 and not June 2025), that they currently are planning to use the new California-Oregon Intertie (COI) path rating of 5,100 megawatts (MW) for the Summer COI operating study which begins on April 1, 2025, instead of June 1, 2025 as originally expected. The official summer operating limit will be provided in late January 2025 as part the Operating Studies Subcommittee process.

2024 Annual Planning Assessment

The 2024 TANC Annual Planning Assessment is underway, and a tentative schedule is shown in the table below.

Step	Description	Tentative Date	
1	Distribute the Draft Study Plan for comment	Complete	
2	Review comments on Study Plan and send Final Copy of Study Plan	Complete	
3	Base Case Preparation- Distribute Starting Cases for review	Complete	

A Public Entity whose Members include:

Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Modesto Irrigation District, Palo Alto, Plumas-Sierra Rural Electric Cooperative, Redding, Roseville, Sacramento Municipal Utility District, Santa Clara, Turlock Irrigation District, Ukiah TANC Commission December 11, 2024 Page 2 of 3

Step	Description	Tentative Date	
4	If changes are needed for the Base Cases, provide suggestions or change files to TANC.	Complete	
5	TANC will distribute the updated Base Cases	Complete	
6	Distribute the preliminary study results for comment	Complete	
7	TANC to review comments	Complete	
8	Distribute the Draft Report for comment	Complete	
9	TANC to review comments	Complete	
10	Finalize Report	12/31/2024	

Note: TANC's TPL-001-5 Compliance Deadline

12/31/2024

TANC Active Interconnection Requests

The TANC transmission queue currently has two active projects which are discussed below.

TANC Queue 2022-1

TANC previously completed both a Feasibility Study and a System Impact Study (SIS) for the Sawtooth Project which was originally proposed as a 1,000 MW hybrid (photovoltaic-battery storage) project with 500 MWs of backup Combustion Turbines (CT) and seeking an interconnection at the Olinda Substation. Since completion of the SIS, the Interconnection Customer reduced the size of the project to 300 MW solar photovoltaic-battery storage hybrid facility (without backup CT's) to get under the Most Severe Single Contingency for the Balancing Area of Northern California (BANC).¹ A new agreement has been executed and the deposit received. TANC is now waiting or the Interconnection Customer to provide updated Power Flow Models, Dynamic and Short Circuit Models and One Line Diagrams to begin the restudy of the 300 MW Sawtooth Project.

TANC Queue 2023-1

The Lassen County Energy Farm Project is proposed as a 325 MW solar plant in Lassen County seeking an interconnection at the Olinda Substation via a 141-mile High Voltage Direct Current line. TANC completed the Feasibility Study Report for the project in January 2024. That report was followed by a summary meeting in late January, and a next steps meeting on March 15, 2024. TANC recently contacted the Interconnection Customer to see if they are ready to move forward with project.

TANC Active Affected System Studies

TANC routinely monitors proposed projects to identify those where the COTP may be impacted

¹ For BANC the Most Severe Single Contingency (and a North American Electric Reliability Corporation requirement for a Balancing Authority) is 320 MW.

TANC Commission December 11, 2024 Page 3 of 3

by a proposed interconnection or addition of facilities or upgrades to another transmission system. The projects where TANC is currently actively involved as an affected system are discussed below.

California Independent System Operator (CAISO) Queue Project 1702

The CAISO Cluster 13 Queue Project 1702 was originally proposed as a 400 MW Wind, Solar and Battery Energy Storage System (BESS) project to interconnect near the Tracy Substation with a Commercial Operation Date in May 2028. On March 1, 2024, TANC completed and submitted an Affected System Impact Study (ASIS) to the developer. The study identified that the Tracy Substation circuit breakers would be impacted by the addition of the project. Based on request from the developer, a new letter agreement was prepared to restudy the project with 400 MW of BESS installed and with a Commercial Operation Date in 2027. The letter agreement was executed on October 8, 2024 and the deposit was received on October 25, 2024. TANC expects to have the revised ASIS completed in late December 2024.

CAISO Queue Project 1683

The CAISO Cluster 13 Queue Project 1683 proposes to interconnect approximately 100 MW of wind with the Pacific Gas & Electric Company (PG&E) Contra Costa – Delta Switchyard 230 kilovolt (kV) line, with a Commercial Operation Date in April 2026. TANC has identified as an affected system. The letter agreement was executed on November 11, 2024 and the deposit received on November 27, 2024. TANC expects to have the ASIS completed in late January 2025.

CAISO Queue Project 1496

The CAISO Cluster 11 Queue Project 1496 proposes to interconnect near the Olinda Substation with a Commercial Operation Date in June 2025. In early 2023, TANC completed the ASIS. The project size was then reduced 500 MW 320 MW and TANC completed a restudy. Both the initial and restudy showed impact to TANC assets and the need for a mitigation plan that requires either a Remedial Action Scheme or an additional transformer at the Olinda Substation. The developer and affected parties have coordinating since 2023 on acceptable mitigation for the project. Most recently, an email was sent out to CAISO on December 2, 2024, reminding CAISO of the pending decision that needs to be made regarding appropriate mitigation for this project. The CAISO just recently informed TANC that it will be up to the developer and TANC to address outstanding issues between the two parties before the project can proceed.



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.O. Box 15129	Sacramento,	CA 95851-0129	(916) 852-1673

MEMORANDUM

DATE:	December 11, 2024
TO:	TANC Commission
FROM:	John Roukema Interim General Manager
SUBJECT:	REPORT ON FERC AND OTHER REGULATORY MATTERS

This memorandum provides an update on regulatory issues either at the Federal Energy Regulatory Commission (FERC) or other regulatory matters occurring at the federal or state level that are relevant to the Transmission Agency of Northern California (TANC) and its Members.

Update on the West-Wide Governance Pathways Initiative

The West-Wide Governance Pathways Initiative (Pathways Initiative) began in July 2023 when western state utility regulators proposed a new independent Regional Organization (RO) to manage the Western Energy Imbalance and Extended Day Ahead Markets. A Launch Committee was formed to represent a diverse group of Western stakeholders in developing the initiative.

The Pathways Initiative approach has focused on: Step 1) pursuing substantive changes within the scope of existing law, while continuing to develop more ambitious pathways to independent governance; and Step 2) creating a new, independent RO to maximize independence while leveraging existing market infrastructure to minimize costs. In November 2024, the CAISO's Board of Governors and Western Energy Market Governing Body approved the CAISO tariff amendments needed to implement the Pathways Initiative's Step 1 proposal.

Also, on November 22, 2024, the Launch Committee passed the Step 2 Final Proposal which would create a new independent governance, non-profit RO that would provide independent oversight of West-wide wholesale electricity markets. The goal of the RO is to maximize consumer benefits, specifically to minimize duplication and incurrence of costs for both market

TANC Commission December 11, 2024 Page Two

operators and participants. The RO will preserve and build upon existing CAISO market structures that serve over 80 percent of the Western Interconnection.

In addition, the Pathways Initiative recently received a \$1 million award from the U.S. Department of Energy to establish the RO. The Launch Committee reports that the RO would need an initial estimated budget of \$1.2 – \$1.4 million and as the RO develops and grows expected to need a budget of \$10-\$14 million. The Launch Committee will also delegate a Formation Committee to oversee the activities required in the next phase. Next steps in establishing the RO include introducing a bill in the California 2025 Legislative Session allowing the CAISO and California Investor-owned utilities to participate in energy markets managed by the new RO. After the California Legislature passes the bill, the Formation Committee would move toward implementation activities such as nominating a committee and onboarding the board and staff.



MEMORANDUM

DATE:	December 11, 2024
TO:	TANC Commission
FROM:	John Roukema Interim General Manager
SUBJECT:	WESTERN ELECTRICITY COORDINATING COUNCIL MATTERS

This memorandum provides an update on the relevant matters pertinent to the Western Electricity Coordinating Council (WECC) including its various committees and subcommittees.

Reliability Risk Committee Steering Committee

At their November 12, 2024 monthly meeting, the Reliability Risk Committee Steering Committee (RRCSC) discussed the best methods of voting for RRC meetings and how to best engage members to provide votes. Next, the 2024 Extreme Natural Disaster Mitigation plan was shared. New risks were discussed. A specific session to discuss heat waves is being planned as the disaster was deemed to be important. Prolonged drought as a natural disaster was also identified as a new risk. The RRCSC also plans to hold a specific session to discuss drought. This session would likely require stakeholders from various parts of members' organization. Finally, the RRCSC discussed what the goals of the RRC should be in 2025. It was emphasized that all the RRC efforts should be knitted together to properly identify and mitigate risk.

Member Advisory Committee

At their November 6, 2024 meeting, the Member Advisory Committee (MAC) discussed their long-term strategy. The long-term strategy document was previously distributed on October 15, 2024. Members were generally positive with their feedback. One key item that was discussed was including language in the long-term strategy which states improving reliability throughout WECC and to accomplish goals in the most budget effective way. Next, the 2025 schedule and

TANC Commission December 11, 2024 Page Two

work plan for the MAC was reviewed. Additionally, the December 11, 2024 MAC workshop as discussed.

Long-term Transmission Planning Task Force

In early 2024, the Joint Guidance Committee ratified the creation of the Long-Term Planning Task Force (LTPTF) and endorsed the LTPTF charter. According to the charter, the purpose of the LTPTF is to submit recommendations to the Reliability Assessment Committee (RAC) regarding aspects of long-term planning, complete with the following: 1) a defined modeling approach; 2) assumptions concerning load, resources, and transmission; 3) datasets; 4) tools; 5) scenarios; and 6) a data request for the first long-term interconnection-wide model. The original goal of the LTPTF was to wrap up its efforts and submit its final recommendations by the Fall 2024 RAC meeting. The LTPTF had a short meeting on November 7, 2024, during which they discussed the timeline of when the Year 20 models will need to be available to perform the assessments needed.

Interregional Transfer Capability Study

On November 19, 2024, the North American Electric Reliability Corporation submitted the Interregional Transfer Capability Study (ITCS) to the Federal Energy Regulatory Commission. The ITSC is meant to identify regional interfaces within North America that require more transfer capability to address the changes to the Bulk Electric System and support ongoing electrification of the economy. The ITSC is also intended to provide recommendations for transfer capability increases as well as evaluate the impact of extreme weather events on energy adequacy. In the preliminary results, there was no recommendations made for the Oregon to Northern California Interface; however, there was a recommendation to increase the Interface between Northern California and the Wasatch Front. A map showing the recommendations made is below.

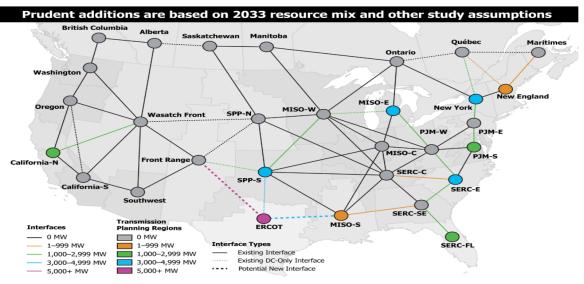


Figure ES.2: Prudent Additions to Transfer Capability



P.O. Box 15129 Sacramento, CA 95851-0129 (916) 852-1673

MEMORANDUM

DATE: December 11, 2024

TO: TANC Commission

FROM: John Roukema Interim General Manager

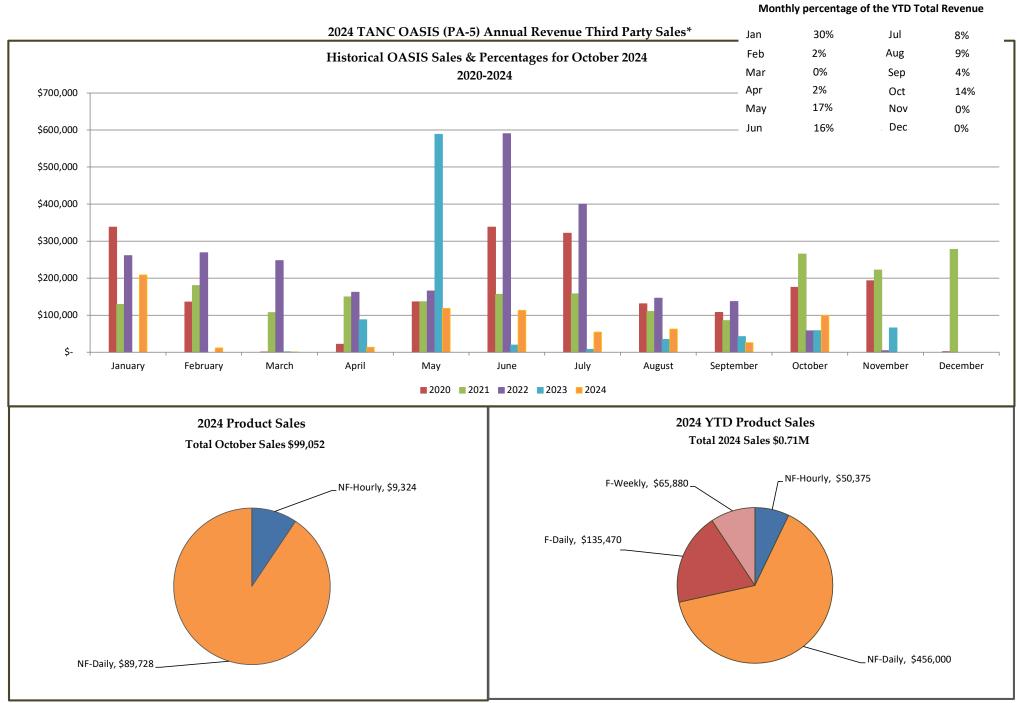
SUBJECT: REPORT ON TANC OASIS MATTERS

The Transmission Agency of Northern California (TANC) allows third party transmission sales on its portion of the California-Oregon Transmission Project via TANC's Open Access Same-Time Information System (OASIS) wesTTrans web portal. These sales pertain strictly to Project Agreement No. 5 (PA-5) Member participation.

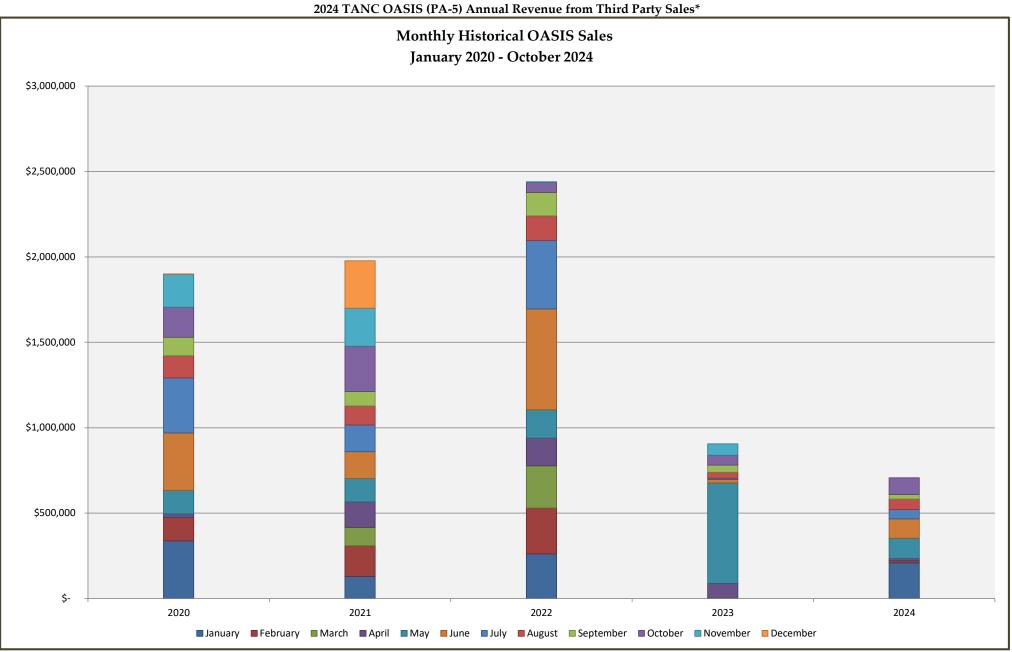
Enclosed is a bar graph indicating PA-5 Member third party OASIS sales on a monthly basis since 2020, in addition there are pie charts indicating monthly sales through October 2024 as well as year-to-date 2024 sales. A second bar graph includes calendar year sales from 2020 through October 2024. Additionally, another report is provided, indicating megawatt-hour sales in a format similar to revenue sales. Buy-backs and excess capacity purchases by TANC PA-5 Members are not included.

TANC's third party transmission sales in September totaled \$25,844 and in October totaled \$99,052. The 2024 Year-to-Date sales through October \$707,725.

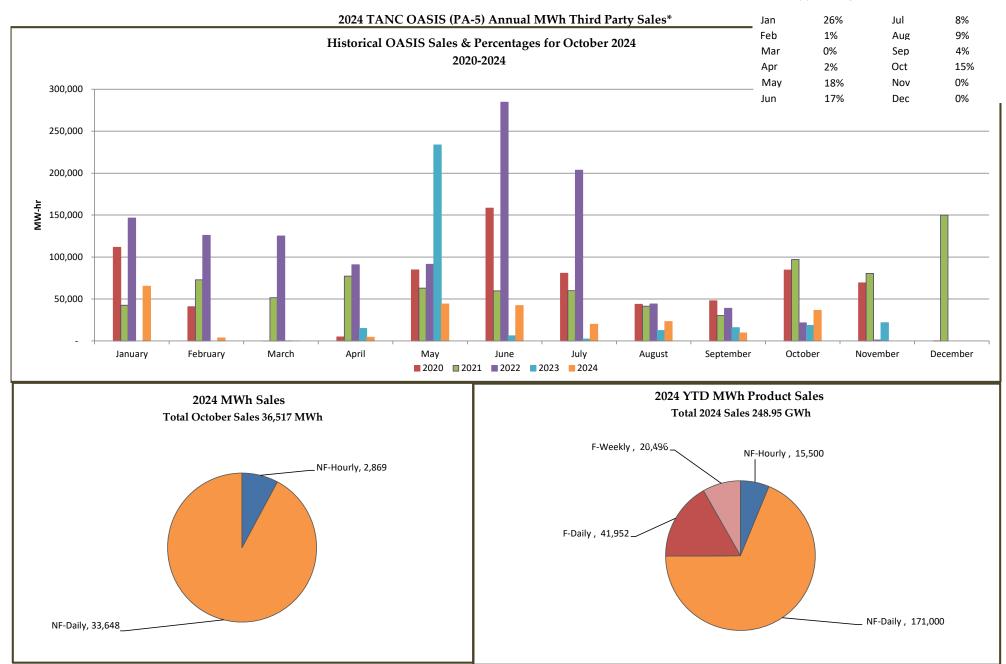
Enclosures



* Includes OASIS sales data through October 2024. Does not include buy-backs or excess capacity purchases by TANC OASIS participants

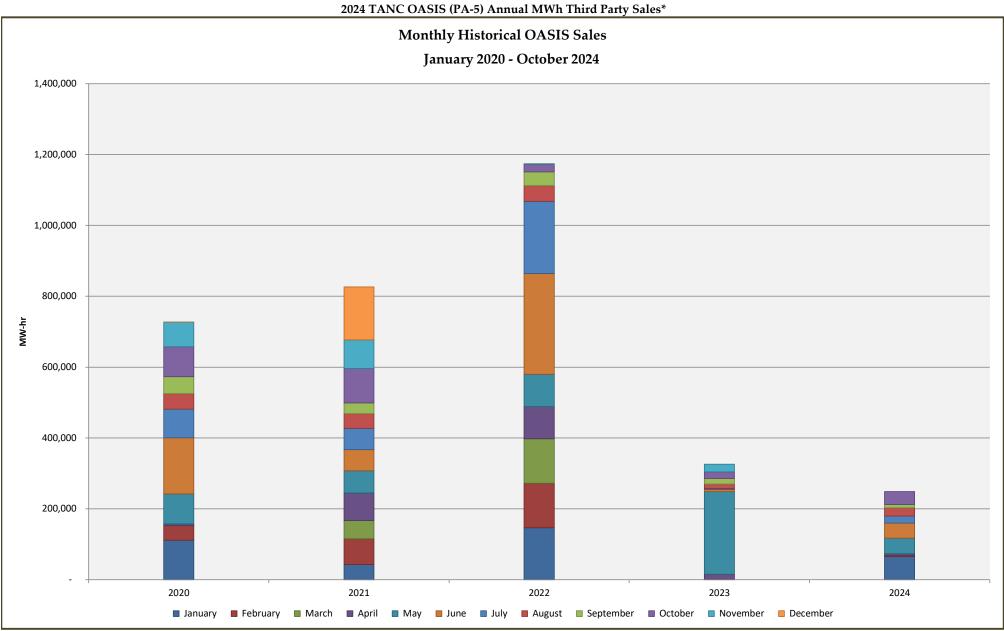


* Includes OASIS sales data through October 2024. Does not include buy-backs or excess capacity purchases by TANC OASIS participants



* Includes OASIS sales data through October 2024. Does not include buy-backs or excess capacity purchases by TANC OASIS participants Includes sales only, does not include actual scheduled energy.

Monthly percentage of the YTD Total MWHr



* Includes OASIS sales data through October 2024. Does not include buy-backs or excess capacity purchases by TANC OASIS participants Includes sales only, does not include actual scheduled energy.



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P.O.	Box 15129	Sacramento,	CA	95851-0129	(916)	852-1673	

MEMORANDUM

DATE:	December 11, 2024
TO:	TANC Commission
FROM:	John Roukema Interim General Manager
SUBJECT:	REPORT ON WILDFIRE ACTIVITIES

The following provides an update on recent activities of the California Wildfire Safety Advisory Board (WSAB) and related wildfire mitigation activities for the California-Oregon Transmission Project (COTP) and for the Transmission Agency of Northern California (TANC) – COTP Wildfire Mitigation Plan (WMP).

Adoption of Advisory Opinion for the 2025 Wildfire Mitigation Plans of Publicly Owned Electric Utilities and Electrical Cooperatives

The WSAB adopted its Advisory Opinion for the 2025 Wildfire Mitigation Plans of Publicly Owned Electric Utilities (POUs) and Electrical Cooperatives at its December 4, 2024 quarterly meeting (Advisory Opinion). The Advisory Opinion is substantially unchanged from the first draft "Summary Report" reported to the TANC Commission in August 2024, which includes eleven discussion topics and accompanying recommendations for the 2025 POU WMPs (Table 1).

Table 1. WSAB Discussion Topics and Preliminary Recommendations for 2025 POU WMPs				
Discussion Topic 1:	Discussion Topic 1: Preliminary Recommendation: The POUs should include a standalone summary of key wildfire			
Summary of Projects	mitigation initiatives, accomplishments from the prior reporting period. The WSAB			
and Programs	recommends a template or table format.			
Discussion Topic 2:	Preliminary Recommendation: If a POU determines they are likely to submit their WMP after			
Late WMP the July 1 deadline, they should submit a letter to the docket by the July 1 deadline, es				
Submissions	the cause of the delay and the estimated time they will submit their WMP.			
Discussion Topic 3:	Preliminary Recommendation: The POUs should include a summary of changes to indicate the			
Tracking Changes to year-to-year updates made to their WMPs, as a redline, narrative description, or revision				
WMPs				
Discussion Topic 4:	Preliminary Recommendation: The POUs should:			

A Public Entity whose Members include:

Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Modesto Irrigation District, Palo Alto, Plumas-Sierra Rural Electric Cooperative, Redding, Roseville, Sacramento Municipal Utility District, Santa Clara, Turlock Irrigation District, Ukiah

Table 1. WSAB Discuss	ion Topics and Preliminary Recommendations for 2025 POU WMPs
Digital Accessibility Discussion Topic 5: Areas that Exceed Minimum Standards in	 Include internal hyperlinks in the table of contents of their WMPs; and Conduct digital accessibility checks of their WMPs prior to submittal and follow the accessible content guidelines set out by the Department of Rehabilitation (DOR), available at: https://www.dor.ca.gov/Home/Accessibility. Preliminary Recommendation: The POUs should include information about their decision-making process for how they assess if known local conditions require them to exceed any applicable minimum design, construction, or maintenance standards (i.e., General Orders)
General Orders Discussion Topic 6: Independent Evaluator Reports	for a particular facility. <i>Preliminary Recommendation</i> : Where appropriate, the POUs should include in the project scopes for independent evaluator (IE) reports an evaluation of WMP strategy and projects, to provide recommendations for improvements for the WMP overall and for specific initiatives/projects.
Discussion Topic 7: Alternative Reporting for POUs Without Overhead Electric Facilities in the High Fire Threat District	<i>Preliminary Recommendation</i> : A POU that does not own or control any overhead electric supply facilities in the High Fire Threat District (HFTD), and that has no updates to its WMP, may utilize a CMUA alternative reporting template.
Discussion Topic 8: Progress and Achievements	<i>Preliminary Recommendation</i> : The POUs should highlight their recent progress and achievements in their WMP programs by including more detailed information in the WMP regarding project targets, and timelines and progress updates for each project in each subsequent WMP. This information could be combined with other informational items, such as the summary of projects and programs (see Recommendation item 1), and could be in a narrative, table, or other format.
Discussion Topic 9: Quality Assurance/Quality Control Programs	<i>Preliminary Recommendation</i> : The POUs should provide descriptions of their quality assurance/quality control (QA/QC) programs and the lessons learned for inspection and maintenance programs in the WMP.
Discussion Topic 10: Performance Metrics	 Preliminary Recommendation: The WSAB recommends that POUs use the CMUA's 2024 revised metrics template as the starting point for developing their own metrics table. It is expected that POUs will tailor the metrics to their unique circumstances. Furthermore, the WSAB recommends that the POUs use the latest Context Setting Template, which includes additional metrics for the impacts of PSPS events that are caused by third parties.
Discussion Topic 11: Other Topics	 Communication company risks; Issues with US Federal Agencies such as the US Forest Service; Inclusion of wildfire maps and the sharing of mapping data; WMP updates reporting guidelines and template(s) for some POUs; Engagement with the GO 95/128 Rules Committee; and Identification and sharing of wildfire management practices at the local, state, regional and federal levels through utility-led meetings.

TANC and Western Area Power Administration staff have already met to discuss the approaches to addressing each of those topics and recommendations as the 2025 update to the TANC-COTP WMP is developed.

TANC Commission December 11, 2024 Page 3 of 3

Agency Collaboration Activities

TANC attended the November 19, 2024 California Municipal Utilities' Authority (CMUA) 2024 Wildfire Mitigation Plan Forum. Discussion topics included:

- Updates from the Electricity Subsector Coordinating Council (ESCC¹);
- Maintaining a reliable grid in wildfire country;
- Current trends in the vegetation management industry; and
- Cal Fire's perspective on working effectively with POUs to mitigate wildfire risks.

TANC has reached out to the Cal Fire Utility Wildfire Mitigation Program to initiate discussions for exploring collaborative and mutually beneficial wildfire risk reduction activities and/or relationships. The Utility Wildfire Mitigation Program, part of Cal Fire's Community Wildfire Preparedness and Mitigation Division, addresses electric utility-related wildfire prevention. Created in 2018 by Senate Bills 1028 and 901 in response to utility-caused fires and climate change, it acts as a liaison between Cal Fire, electric utilities, and state agencies. This program also oversees annual utility WMPs, legislation reviews, Public Safety Power Shutoffs event monitoring, and the selection of independent evaluators. It supports Cal Fire power line inspections and enforces California Public Resources Codes 4292 and 4293 regarding vegetation clearance around power lines and poles.

¹ "The CEO-led Electricity Subsector Coordinating Council (ESCC) serves as the principal liaison between the federal government and the electric power industry on efforts to prepare for, and respond to, national-level disasters or threats to critical infrastructure. The ESCC works across the sector, and with the Electricity Information Sharing and Analysis Center, to develop actions and strategies that help protect the North American energy grid and prevent a spectrum of threats from disrupting electricity service. The ESCC includes CEOs and executives from electric companies, public power utilities, and rural electric cooperatives, as well as their trade association leaders, who represent all segments of the industry. Through the ESCC, the industry works closely with its government counterparts, including senior administration officials from the White House, cabinet agencies, federal law enforcement, and national security organizations. Canadian electric company executives also are represented on the ESCC due to the international make-up of the North American energy grid." Source: <u>https://www.electricitysubsector.org/.</u>The 2020 ESCC two-pager titled: 'Working Together To Address Wildfire Risks' can be found at: <u>https://www.electricitysubsector.org/_/media/Files/ESCC/Documents/ESCC-Wildfire-Two-</u>

Pager.pdf?la=en&hash=7B6EA1BA9B729F824A9959CBA9E5CB8FC73F8E2C



P.O. Box 15129 Sacramento, CA 95851-0129 (916) 852-1673

MEMORANDUM

DATE:	December 11, 2024
TO:	TANC Commission
FROM:	John Roukema Interim General Manager
SUBJECT:	REPORT ON CAISO MATTERS

This memorandum provides an update on issues at the California Independent System Operator (CAISO) that are relevant to the Transmission Agency of Northern California (TANC).

Updates on the Extended Day-Ahead Market

On November 25, 2024, the CAISO announced that the Balancing Authority of Northern California (BANC) has signed an agreement to join the Extended Day-Ahead Market (EDAM), making it the third entity and the first public power balancing authority to formally commit to join EDAM. BANC is anticipating a spring 2027 go-live date. With the signed agreement, BANC joins PacifiCorp and Portland General Electric as participants in the EDAM. BANC, a balancing authority consisting of six utilities, has been participating in the CAISO Western Energy Imbalance Market since 2019. The EDAM is scheduled to launch in 2026.

2024-2025 Transmission Planning Process

On November 13, 2024, the CAISO provided updates to its 2024-2025 TPP, including the final results for Reliability project studies and the initial results for Policy and Economic project studies. Overall results including final project costs will be published near the end of the first quarter of 2025. Notable Economic project requests include a new 500 kilovolt (kV) line from Midway to Table Mountain, as well as additional, generic 500kV transmission associated with projects looking to interconnect at the Western Area Power administration - Sierra Nevada Region's Tracy node.

The CAISO also indicated that congestion along the Path 15 corridor is expected to increase compared to this year, with models strongly exhibiting this congestion in the South-to-North

TANC Commission December 11, 2024 Page 2 of 4

direction. In addition, models indicated that the Southwest Intertie Project-North line – which is partially intended to reduce congestion on the California Oregon Intertie – will also experience significant South-to-North congestion during solar hours.

2023 Interconnection Process Enhancements – Track 3

On November 15, 2024, the CAISO presented a Revised Straw Proposal for Interconnection Process Enhancements (IPE) Track 3 measures. Track 3 focuses on enhancing the Transmission Plan Deliverability (TPD) Allocation procedures of interconnection. Key aspects of the Revised Straw Proposal include: 1) reducing TPD Allocation groups from four to three categories, 2) implementing general restrictions on the opportunities and timing for projects to seek TPD allocation, 3) updated prioritization scoring criteria of projects' Permitting Status, Power Purchase Agreement status, and Generator Interconnection Agreement status, and 4) proposing considerations and exceptions for unique-case projects that are policy-driven and have abnormally long procurement lead times. The CAISO also presented specific, step-by-step guidance for Cluster 15 projects to post interconnection study deposits, per the IPE Track 2 revisions.

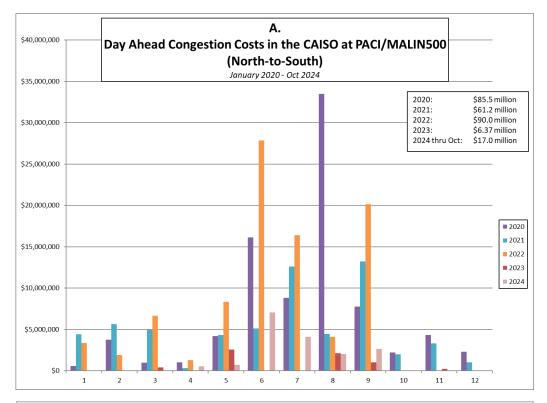
Resource Adequacy Modeling and Program Design

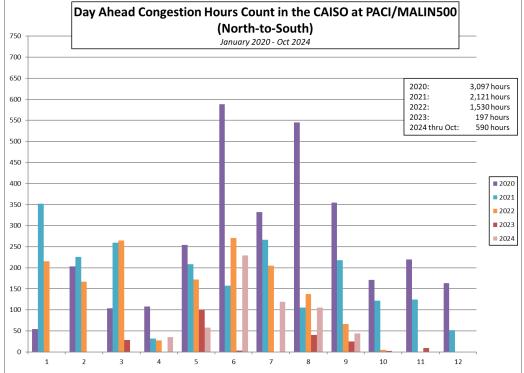
On November 18 and 19, 2024, the CAISO hosted 2 days of working group sessions focused on Resource Adequacy (RA) enhancements. The working group's goals include designing improvements to: 1) RA modeling, counting, and operating mechanisms, 2) Outage and Performance Penalty/Incentive mechanisms, and 3) stakeholders' and operators' visibility of RA performance and data to better inform procurement decisions and resource planning.

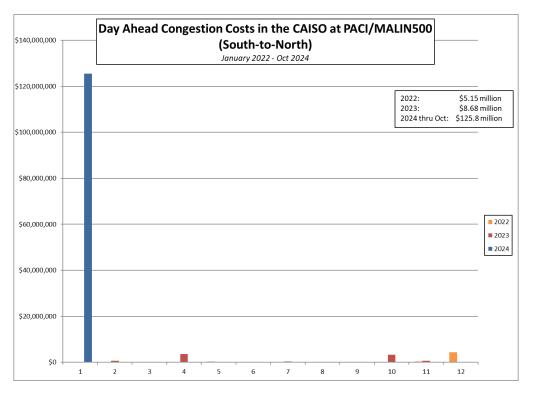
Congestion

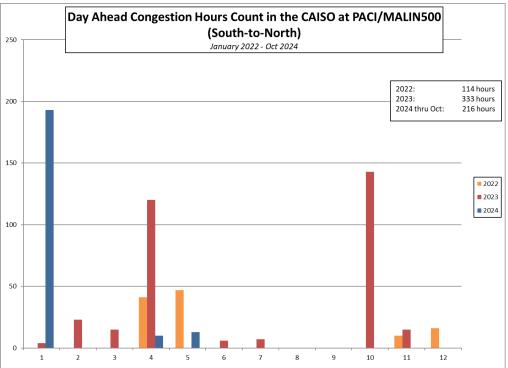
In September 2024, North-to-South congestion at Malin totaled \$2,658,209 over 44 hours. South-to-North congestion at Malin totaled \$0 over 0 hours. In October 2024, North-to-South and South-to-North congestion both totaled \$0 over 0 hours. Year-to-date North-to-South congestion is \$17,033,312 over 590 hours, and year-to-date South-to-North congestion remains at \$125,830,493 over 216 hours.

Below are charts depicting Congestion Costs and Hours of Congestion at Malin from January 2020 through October 2024 in the North-to-South direction. Charts for the same Costs and Hours in the South-to-North direction depicting congestion from January 2022 through October 2024 are also included.











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MEMORANDUM

DATE:	December 11, 2024
TO:	TANC Commission
FROM:	John Roukema Interim General Manager
SUBJECT:	REPORT ON COTP AND TANC FISCAL YEAR 2026 BUDGET DEVELOPMENT SCHEDULE

Attached for the Transmission Agency of Northern California (TANC) Commission's review are the draft California-Oregon Transmission Project (COTP) and TANC Fiscal Year (FY) 2026 Budget Development schedules. The schedules follow the same general timelines as in prior years, including formal adoption of the FY 2026 COTP Operations and Maintenance Budget scheduled for consideration at the proposed March 19, 2025 TANC Commission meeting and the FY 2026 TANC Budget scheduled for consideration at the proposed March 2005 TANC Commission meeting and the FY 2026 TANC Commission meeting.

As reflected in the schedule, the FY 2026 COTP Budget Workshop is proposed for February 13, 2025, and the TANC Budget workshop is proposed for April 23, 2025. A formal notification and copies of preliminary budgets for both workshops will be distributed prior to the workshop dates.

Enclosures

DEVELOPMENT SCHEDULE CALIFORNIA-OREGON TRANSMISSION PROJECT (COTP) FISCAL YEAR 2026 OPERATION & MAINTENANCE BUDGET

Date	Entity	Action
Mid-January 2025	COTP Staff & Western Area Power Administration (WAPA)	Initial discussions with WAPA regarding input for the COTP budget
February 4, 2025	COTP Staff & WAPA	WAPA to provide draft budget figures to COTP Staff for WAPA budget categories
February 7, 2025	COTP Staff	Transmittal of a workshop draft of the COTP budget
February 13, 2025	COTP Staff & Participants	COTP Budget Workshop during which COTP Participants will provide additional direction for the development of the budget
March 1, 2025	COTP Staff	Transmittal of the Engineering and Operations (E&O) Committee draft of the COTP budget
March 12, 2025	COTP E&O Committee	COTP E&O Committee meets and provides comments on the draft COTP budget and consider a recommendation for approval
March 19, 2025	COTP Management Committee/TANC Commission	COTP Management Committee and TANC Commission meet to consider approval of the COTP budget
Early April 2025	COTP Staff	Approved COTP budget transmitted to COTP Participants

DEVELOPMENT SCHEDULE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA (TANC)

Fiscal Year 2026 Budget

Timeline	Entity	Action					
January 2025	TANC Staff	Prepare budget tables and numbers					
Early February 2025	General Manager's Audit/Budget (A/B) Committee	Review budget numbers					
Mid-February 2025	TANC Commission, Committee Chairs, and other TANC Members	Receive budget numbers					
Late February 2025	TANC Commission, Committee Chairs, and other TANC Members	Provide direction on budget with other instructions for budget development					
Early March 2025	General Manager's A/B Committee	Discuss input and begin budget refinement					
Early/Mid-March 2025 TANC Staff/Controller Staff		Begin development of pro-forma budget based upon feedback received from the Commission and TANC General Manager					
Late March 2025	General Manager's A/B Committee	Review working draft of budget					
Late March/Early April 2025 TANC Staff/Controller Staff		Modify draft budget based upon General Manager's A/B Committee review and TANC General Manager input					
Early April 2025 General Manager's A/B Commit TANC General Manager		Pre-workshop review of updated working draft budget					
April 23, 2025	TANC General Manager's A/B Committee, TANC Commission, TANC Members	Hold the TANC Budget Workshop					
Early May 2025	TANC General Manager, TANC Staff, Controller Staff	Finalize draft budget based upon input received from TANC Budget Workshop					
May 21, 2025	TANC Commission	Final consideration of TANC budget					

TAB 16

REPORT FROM THE TANC INTERIM GENERAL MANAGER

The TANC Commission will receive a report from the TANC Interim General Manager



Transmission Agency of Northern California P.O. Box 15129 Sacramento, CA 95851-0129 (916) 852-1673

MEMORANDUM

DATE:	December 11, 2024
TO:	TANC Commission
FROM:	John Roukema Interim General Manager
SUBJECT:	REPORT ON TANC STRATEGIC PLANNING EFFORTS

This memorandum provides the Transmission Agency of Northern California (TANC) Commission with an update on activities associated with the TANC 2021-2025 Strategic Plan. The text below includes the update from the last TANC Commission meeting for each task that comprises the 2024 work plan. Any progress since the last TANC Commission meeting is included in Table 1 in *italics text*. The current Gantt Chart is also provided in Figure 1.

Task No.	<u>Task Name/</u> Progress
1	Finance and Implement California-Oregon Transmission Project (COTP) Series
	Capacitor Project
	TANC Treasurer/Controller staff wired the upfront funding to the Western Area
	Power Administration (WAPA) WAPA for their share of the COTP Series
	Capacitor Project on October 4, 2024. The issuance of bonds to fund the COTP
	Series Capacitor Project is scheduled to occur in Spring 2025. At their meeting in
	late October, the General Manager's Audit Budget Committee began discussing
	what to do with the upfront funding that will be repaid by WAPA.
2	Complete California-Oregon Intertie (COI) Path 66 Rating Process
	In an email from the WECC on October 18, 2024, the COI facility owners were
	notified that no comments or questions were received during the 30-day review
	period. The email further noted that, in accordance with the WECC Project
	Coordination, Path Rating and Progress Report Process, that COI Path 66 was
	granted Phase 3 status, with an accepted rating of 5,100 megawatts (MW) North to

Task No.	Task Name/Progress
	South. The 5,100 MW path rating is expected to become effective with the Summer 2025 Operating Season (June 1, 2025).
	The California Independent System Operator (CAISO) recently notified TANC that the since the path rating officially changed earlier than expected (as of October 2024 and not June 2025), that they plan to use the new COI path rating of 5,100 MWs for the Summer COI operating study which begins on April 1, 2025, instead of June 1, 2025 as originally expected. Staff is working with counsel and CAISO on effective date and tasks needed to be completed by the deadline for the start of the new rating.
3	Update Key TANC Agreements The Balancing Authority of Northern California will prepare a draft operating agreement for TANC and Sacramento Municipal Utility District review later this year.
4	Prepare for and Complete 2024 Western Electricity Coordinating Council(WECC) AuditTask is complete.
5	<u>Continued Evaluation of Wildfire Risk Reduction Activities</u> Staff will be working with WAPA in the coming months on a workplan and schedule for the 2025 update to the TANC-COTP Wildfire Mitigation Plan (WMP). The workplan will include but not be limited to: 1) considering and integrating responses to the California Wildfire Safety Advisory Board's Opinion for the 2025 Wildfire Mitigation Plans of Publicly Owned Electric Utilities and Electrical Cooperatives as appropriate; 2) receiving TANC Commission Guidance regarding additional information that may be needed in the WMP with respect to wildfire- related COTP outages; and 3) documenting 2024 progress achieved for the six Wildfire Prevention, Mitigation, and Response Strategies now active in the WMP.
6	Consider Potential New Transmission DevelopmentTANC has met with two project developers who plan to bid to construct the twoOffshore Wind projects and provided public information on the COTP anddiscussed why the developers are reaching out to TANC and other entities.The CAISO has released information on the three accepted bids by developers for one phaseof off-shore wind (Humbolt to Collinsville). Staff will continue to monitor the off-shorewind process. In addition to transmission studies evaluating the impact of new generationor transmission either connecting to the COTP or to another system that could impact theCOTP, staff is participating in regional reviews of new transmission lines and/or updatedtransmission ratings.
7	Explore Options to Increase the Value of the COTP TANC met with Open Access Technology International, (OATI) staff in October to evaluate options for additional products. TANC is waiting to hear back from OATI on their conclusions.

TANC Commission December 11, 2024 Page 2 of 3

Task No.	Task Name/Progress
	TANC is still waiting to hear back from OATI on their conclusions as to whether the best
	deployment requires significant, core changes to OATI systems or not.
8	Explore Enhancements to South of Tesla Asset
	TANC is working with certain Members in evaluating the option of using South of Tesla rights to use potential new solar energy with battery storage backup in the
	Path 15 area.
9	Develop and Adopt Enterprise Risk Plan
	TANC has made significant progress on finalizing the initial review of the approved Enterprise Risk Management Framework.
	Staff is continuing to prepare information for the Enterprise Risk Plan on specifying risks
	events, the impact and probability of the specified risk events, and mitigation options
	(including existing controls).
10	Explore Impacts of Changing Markets on TANC and the COTP
	TANC is drafting a summary of the new market developments and implications
	for the COTP.
	Staff is completing a Geographic Information System (GIS) map with a memorandum
	detailing the various physical changes (primarily generation and transmission additions)
	that can impact COTP. Staff reviewed initial map with the Interim General Manager and
	is incorporating feedback.
11	Consider Revisions to TANC's Open Access Transmission Tariff (OATT)
	TANC continues its evaluation of revising its Large Generator Interconnection
	Procedures to accommodate Federal Energy Regulatory Commission (FERC)
	Order 2023 and 2023a (clustering assessments).
	TANC continues its evaluation of revising its Large Generator Interconnection Procedures
	to accommodate FERC Order 2023 and 2023a (cluster study paradigm). Staff is aiming to
	present a revised Tariff to the TANC Commission in late Spring or Summer 2025, with a
	proposed date for opening an initial cluster process in early 2026.

ure 1 - TANC 2021-2025 Strategic Plan: Work Plan for 2024 & 2025 te: 12/11/2024							·			•		Indicates comple Indicates planne	
ject Lead: John Roukema											~	Indicates one-da	
		1									<u>^</u>		,
		Progress					4 Week of					Year 2025 Wee	
Task	Assigned To	(%)	May	June	July	August	September	October	November	December	January 2 9 16 23 30	February	March A
inance and Implement COTP Series Capacitor Project	Riegle	50%	1 8 15 22 29	5 12 19 20	5 10 17 24 5	1 7 14 21 28	4 11 16 25	2 9 16 23 30	0 13 20 27	4 11 16 25	2 9 10 23 30	0 13 20 27 0	13 20 27 3 10
a. Revise Exhibit A to WAPA LOA	incegie i				х								
b. Secure a Letter of Credit					^	x							
c. Issue funding to WAPA for series capacitor procurement						^		x					
d. Work with Financial Consultant to Issues bonds								^					
Complete COI Path 66 Rating Process (to increase rating from 4,800 MW to 5,100 MW)*	Joshi/Riegle	75%											
a. Presentation of Phase 2 Study to RC West; RC West Review and Approval	Josin, megie	13/0											
b. Submittal of Phase 2 report to the Project Review Group for review and approval				v									
				^			v	v					
c. Submittal to the Reliability Assessment Committee and Consideration of Approval to enter Phase 3						-	*						
d. Complete operating studies for Summer 2025													x
d. Develop the internal and external steps/schedule to implement the COI Path Rating increase	Daukama	10%											X
Ipdate Key TANC Agreements *	Roukema	10%											
a. Update key TANC Operations Agreements Prepare for and Complete 2024 WECC Audit*													
	Cuellar	100%						1					
a. Preparation of required audit work papers and evidence						-							
b. Develop audit preparation/Subject Matter Expert training plan													
c. Participation in April 2024 Audit													
d. Consider changes to TANC Compliance Program based on audit results/Update TANC Compliance Program					х								
Continued Evaluation of Wildfire Risk Reduction Activities	Wagenet	75%											
a. Consider comments resulting from California Municipal Utilities Association-Wildfire Safety Advisory Board discussions													
b. Assess camera and lookout visual coverage of the COTP													
c. Evaluate Tier 2 and Tier 3 fuels reduction opportunities													
d. Reduce fuels on COTP access roads and communication sites													
e. Update wildfire mitigation strategies in the active TANC-COTP Wildfire Mitigation Plan													
Consider Potential New Transmission Development	Arenchild	40%											
a. Review previous TANC Tranmission Planning efforts (2007/2008 TANC Transmission Project; COTP upgrades; etc.)													
b. Review readily available market data (CAISO TPP & 20-year plan; generation development)													
c. Develop summary and propose next steps (including funding opportunities)													
d. Discuss opportunities with TANC Commission										x			
Explore Options to Increase the Value of the COTP	Arenchild	25%											
a. Evaluate options for increasing third party sales (e.g., new products/pricing and marketing)													
b. Review historical outages/derates and evaluate options to maximize and firm up availability (e.g., reduce derates, O&M													
c. Develop summary of research and propose next steps													
d. Discuss next steps with TANC Commission									х				
xplore Enhancements to South of Tesla Asset*	Riegle	10%				·			·	·			
a. Work with Members to identify potential opportunities, review/update SWOT analysis, discuss at Contracts Committee													
b. Investigate ways to increase Member benefits, discuss at Contracts Committee													
Develop and Adopt Enterprise Risk Plan*	Arenchild	75%											
a. Develop outline and draft of an Enterprise Risk Plan													
b. Present Enterprise Risk Plan to TANC Commission for approval			x										
c. Implement Enterprise Risk Plan (Ongoing activity)													
Explore Impacts of Changing Markets on TANC and the COTP	Arenchild	10%											
a. Evaluate changes in Western markets and how they impact the COTP									-				
b. Evaluate impact of new generation and transmission located on COTP and nearby systems.													
c. Develop summary of research and propose next steps, including periodic schedule for reporting new information.													
Consider Revisions to TANC's Open Access Transmission Tariff (OATT)	Riegle	30%											
a. Short-Term: Develop list of edits/revisions (primarily related to interconnection requirements)			x										
b. Short-Term: Update related TANC documents (e.g., Interconnection Requirements document on OASIS)													
c. Mid-Term: Revise OATT for annual updated transmission rates													
d. Long-Term: Coordinate with Special Counsel on broader updates (FERC Order 2023, other)													
e. Discuss proposed updates with OATT Committee			х						х				
f. Present OATT revisions to TANC Commission for approval/file at FERC			X						Х				



P.O. Box 15129 Sacramento, CA 95851-0129 (916) 852-1673

MEMORANDUM

DATE: December 11, 2024
TO: TANC Commission
FROM: John Roukema Interim General Manager
SUBJECT: RESOLUTION APPROVING A REQUEST FROM WAPA TO CARRY OVER CERTAIN FISCAL YEAR 2024 FUNDS TO FISCAL YEAR 2025

The Western Area Power Administration (WAPA) has requested that certain funds from the Fiscal Year 2024 California-Oregon Transmission Project (COTP) Operation and Maintenance Budget be carried over for execution in Fiscal Year 2025. The carryover funds and maintenance projects are described below:

- \$2,000,000 from the COTP tower painting project at the Sacramento and San Joaquin Crossings. Carryover funding would be used to prepare a procurement package in Fiscal Year 2025 with the award of a construction contract in Fiscal Year 2026.
- \$50,000 for Indefinite Quantity Indefinite Delivery Contract (IDIQ) for COTP spacer replacements. Carryover funding would be used to complete award of a new IDIQ to streamline purchase of spacers each year. This procurement was initiated in Fiscal Year 2024 but required some additional time to complete the award.

At their meeting on November 13, 2024, the COTP Engineering and Operations Committee recommended approval of both of WAPA's funding carry over requests to the TANC Commission. Approval of the enclosed resolution will authorize the Interim General Manager to vote for approval of the WAPA funding carry over requests at the COTP Management Committee meeting on December 18, 2024. Approval of the attached resolution will also authorize WAPA to carry over \$2,050,000 in Fiscal Year 2024 funding to Fiscal Year 2025, subject to the approval of the COTP Management Committee.

Enclosures

RESOLUTION 2024-___

A RESOLUTION OF THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA APPROVING A WESTERN AREA POWER ADMINISTRATION FUNDING CARRY OVER REQUEST

WHEREAS, the Transmission Agency of Northern California (TANC) is a joint exercise of powers agency organized under the laws of the State of California; and

WHEREAS, TANC is the largest Participant and the Project Manager of the California-Oregon Transmission Project (COTP); and

WHEREAS, annually in March, the TANC Commission considers approval of the COTP Operations and Maintenance Budget and the most recent budget, the COTP Operations and Maintenance Budget for Fiscal Year 2025, was approved by the TANC Commission on March 20, 2024 (Resolution 2024-06); and

WHEREAS, the Fiscal Year 2025 Budget included funding for identified expenses and capital improvement program expenditures; and

WHEREAS, the Western Area Power Administration (WAPA) has requested funds in the amount of \$2,050,000 be carried over from Fiscal Year 2024 funding to Fiscal Year 2025; and

WHEREAS, the funds to be carried over from Fiscal Year 2025 would be used to complete certain capital improvement projects; and

WHEREAS, the COTP Engineering and Operations Committee has reviewed this funding request and recommends TANC Commission approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the TANC Commission authorizes the TANC Interim General Manager to vote for approval of WAPA's request that funds in the amount of \$2,050,000 be carried over from Fiscal Year 2024 funding to Fiscal Year 2025 at the COTP Management Committee meeting which will be held on December 18, 2024.

BE IT FURTHER RESOLVED that the TANC Commission authorizes WAPA's request that funds in the amount of \$2,050,000 be carried over from Fiscal Year 2024 funding to Fiscal Year 2025, subject to the approval of the COTP Management Committee.

PASSED AND ADOPTED this 18th day of December 2024, on a motion by ______, seconded by ______.

AYES NOES ABSTAIN ABSENT

City of Alameda

City of Biggs

City of Gridley

City of Healdsburg

City of Lodi

City of Lompoc

Modesto Irrigation District

City of Palo Alto

Plumas-Sierra Rural Electric Cooperative

City of Redding

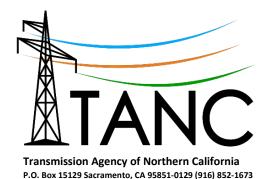
City of Roseville

Sacramento Municipal Utility District

City of Santa Clara

Turlock Irrigation District

City of Ukiah



MEMORANDUM

DATE: December 11, 2024

TO: TANC Commission

- FROM: John Roukema Interim General Manager
- SUBJECT: RESOLUTION APPROVING THE THIRD AGREEMENT FOR USE OF COMMUNICATION FACILITIES WITH THE SACRAMENTO MUNICIPAL UTILITY DISTRICT

In January 2004, the Transmission Agency of Northern California (TANC) and the Sacramento Municipal Utility District (SMUD) executed the *California-Oregon Transmission Project (COTP) Agreement for Use of Communications Facilities* (Original Agreement). This Original Agreement was necessary as part of the COTP Communications System Upgrade Project and allowed TANC to utilize certain SMUD communication facilities and dark fiber on SMUD's Fiber Optic System, in exchange for TANC constructing a communication building and tower for SMUD at TANC's expense. The 2004 agreement provided for TANC's use of approximately 112 miles of fiber on SMUD's Fiber Optic System. The Original Agreement allowed TANC to install radio equipment, fiberoptics equipment, auxiliary and other related equipment in the existing microwave building at SMUD's Rancho Seco site, install necessary waveguides and to place antennas on the decommissioned Rancho Seco cooling tower. The 2004 agreement also provided access to the TANC communication equipment in SMUD facilities to the Western Area Power Administration as TANC's Operations and Maintenance agent.

In 2014, TANC and SMUD executed the *Restated Agreement For Use Of Communications Facilities* (Restated Agreement), which replaced the existing fiber optic paths from the Original Agreement with a replacement fiber optic path on SMUD's Fiber Optic System. The Restated Agreement provided for TANC's use approximately 93 miles of fiber on the SMUD Fiber Optic System. The Restated Agreement expires on December 31, 2024.

TANC Commission December 11, 2024 Page Two

TANC and SMUD staff have been working on developing a successor to the Restated Agreement. TANC has requested to extend the Restated Agreement and continue to use the approximately 93 miles of three dark fibers that was permitted and is requesting no physical changes. TANC and SMUD have developed the 2024 *Third Agreement for Use of Communication Facilities with the Sacramento Municipal Utility District* (Third Agreement) which is being conformed to SMUD's terms and condition for providing dark fiber service to third parties.

Compensation for both the Original Agreement and the Restated Agreement was offset by TANC constructing a communication building and tower for SMUD as part of the Original Agreement. There have been no additional payments from TANC to SMUD as part of these agreements. As proposed in the Third Agreement, and for TANC to retain rights to use the 93 miles of fiber on the SMUD Fiber Optic System, TANC will annually reimburse SMUD at their prevailing rates for third party use of dark fiber in accordance with SMUD's Board Linkage Policy (BL-10) and will also include an annual payment for station service energy.

The first-year annual payment at SMUD's prevailing charges associated with the Third Agreement is \$132,513 and will be invoiced in July 2025. This expense will be accounted for in the upcoming Fiscal Year 2026 COTP Operations and Maintenance Budget process. Annual costs for the Third Agreement will then continue to be accounted for in future year COTP budget processes. It is expected that SMUD will also reevaluate their current dark fiber rates every two years based on fiber market conditions and the station service rate as it revises its retail rates from time to time. SMUD will inform TANC of the new dark fiber rates well in advance of the July invoice date. The term of the proposed Third Agreement would be for five years, with an additional five year extension, with an expiration date of December 31, 2034.

In addition, SMUD is requesting a License Agreement to memorialize the TANC-owned communication site equipment that was installed in accordance with the Original Agreement, and which includes radio equipment, fiberoptics equipment, auxiliary and other related equipment in the microwave building at SMUD's Rancho Seco site and antennas on the decommissioned Rancho Seco cooling tower. It is expected that the License Agreement may be ready for consideration in early 2025.

At their meeting on November 13, 2024, the COTP Engineering and Operations Committee recommended approval of the Third Agreement, to the TANC Commission and COTP Management Committee, subject to review and approval by both SMUD and TANC Counsel.

Approval of the enclosed resolution will authorize the Interim General Manager to vote for approval of the Third Agreement at the COTP Management Committee's meeting on December 18, 2024. Approval of the enclosed resolution will also authorize the Interim General Manager to execute the Third Agreement, subject to the approval of the COTP Management Committee.

Enclosures

RESOLUTION 2024-___

A RESOLUTION OF THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA APPROVING THE THIRD AGREEMENT FOR USE OF COMMUNICATIONS FACILITIES WITH THE SACRAMENTO MUNICIPAL UTILITY DISTRICT

WHEREAS, the Transmission Agency of Northern California (TANC) is a joint exercise of powers agency organized under the laws of the State of California; and

WHEREAS, TANC is the Project Manager and largest Participant in the California-Oregon Transmission Project (COTP); and

WHEREAS, the Sacramento Municipal Utility District (SMUD) operates an electric power system, which includes certain fiber optic communication facilities; and

WHEREAS, in 2004, TANC and SMUD entered into the *California-Oregon Transmission Project Agreement for Use of Communications Facilities* (Original Agreement), which allowed TANC's use of a portion of the SMUD Fiber Optic System, allowed the installation of communication equipment, waveguides and antennas at SMUD's Rancho Seco site, and provided access to the TANC communication equipment in SMUD facilities to the Western Area Power Administration as TANC's Operations and Maintenance agent; and

WHEREAS, in 2014, TANC and SMUD entered into the *Restated Agreement For Use Of Communications Facilities* (Restated Agreement), which replaced the existing fiber optic paths from the Original Agreement with a replacement fiber optic path on SMUD's Fiber Optic System; and

WHEREAS, Compensation for both the Original Agreement and the Restated Agreement was offset by TANC constructing a communication building and tower for SMUD as part of the Original Agreement.

Resolution 2024-___

WHEREAS, the Restated Agreement expires on December 31, 2024 and SMUD and TANC have collaborated on the development of a successor agreement, *Third Agreement for Use of Communication Facilities with the Sacramento Municipal Utility District* (Third Agreement), to extend the Restated Agreement and continue to allow TANC's use of a portion of the SMUD Fiber Optic System in conformance with SMUD's terms and condition for providing dark fiber service to third parties; and

WHEREAS, under the Third Agreement, TANC will annually reimburse SMUD at their prevailing rates for third party use of dark fiber in accordance with SMUD's Board Linkage Policy (BL-10) and will also include an annual payment for station service energy; and

WHEREAS, TANCs first-year annual payment is \$132,513 and will be invoiced in July 2025 and SMUD will reevaluate their current dark fiber rates every two years based on fiber market conditions and the station service rate as it revises its retail rates from time to time.

WHEREAS, the COTP Engineering and Operations Committee has recommended approval of the Third Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the TANC Commission authorizes the TANC Interim General Manager to vote for approval of the Third Agreement at the COTP Management Committee meeting which will be held on December 18, 2024.

BE IT FURTHER RESOLVED that the TANC Commission authorizes the TANC Interim General Manager to execute the Third Agreement, subject to the approval of the COTP Management Committee.

PASSED AND ADOPTED this 18th day of December 2024, on a motion by ______, and seconded by ______.

AYES NOES ABSTAIN ABSENT

City of Alameda
City of Biggs
City of Gridley
City of Healdsburg
City of Lodi
City of Lompoc
Modesto Irrigation District
City of Palo Alto
Plumas-Sierra Rural Electric Cooperative
City of Redding
City of Roseville
Sacramento Municipal Utility District
City of Santa Clara
Turlock Irrigation District
City of Ukiah

Resolution 2024-____

TRANSMISSION AGENCY OF NORTHERN CALIFORNIA

CALIFORNIA-OREGON TRANSMISSION PROJECT

THIRD AGREEMENT FOR USE OF COMMUNICATIONS FACILITIES WITH

THE SACRAMENTO MUNICIPAL UTILITY DISTRICT

TRANSMISSION AGENCY OF NORTHERN CALIFORNIA CALIFORNIA-OREGON TRANSMISSION PROJECT

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<u>Sectio</u>	on <u>Ta</u>	able of Contents	<u>Page</u>
1.	PREAMBLE:		1
2.	EXPLANATORY RECITALS:		1
3.	AGREEMENT:		3
4.	TERM OF AGREEMENT:		4
5.	DEFINITION OF TERMS:		5
6.	TANC'S OBLIGATIONS:		8
7.	SMUD'S OBLIGATIONS - DARK	FIBER SERVICES:	9
8.	CONFIDENTIALITY		13
9.	INSURANCE REQUIREMENTS	:	
10.	INDEMNITY:		
11.	NOTICES:		15
12.	ENTIRE AGREEMENT:		
13.	THIRD PARTY BENEFIT:		
14.	AMBIGUITIES:		
15.	GOVERNING LAW		
16.	SEVERABILITY		

17.	WAIVER OF RIGHTS:	. 19
18.	NO WARRANTIES	. 19
19.	HEADINGS	. 19
20.	FORCE MAJEURE:	. 19
21.	DISPUTE RESOLUTION:	. 20
22.	AUTHORITY:	. 21
23.	AMENDMENT:	. 21
24.	EXHIBITS MADE A PART OF THIS AGREEMENT:	. 21
25.	COUNTERPARTS/ELECTRONIC DELIVERY:	. 21
26.	BINDING ON ASSIGNS:	. 22
27.	INTERPRETATION.	. 22

TRANSMISSION AGENCY OF NORTHERN CALIFORNIA CALIFORNIA-OREGON TRANSMISSION PROJECT

THIRD AGREEMENT FOR USE OF COMMUNICATION FACILITIES WITH THE SACRAMENTO MUNICIPAL UTILITY DISTRICT

1. <u>PREAMBLE</u>:

This Third Agreement is made this _____ day of ______, 2024 between the TRANSMISSION AGENCY OF NORTHERN CALIFORNIA, a joint powers agency, duly organized, created, and existing under and by virtue of the laws of the State of California, hereinafter called TANC, and the SACRAMENTO MUNICIPAL UTILITY DISTRICT, a political subdivision, duly organized, created, and existing under and by virtue of the laws of the State of California, hereinafter called SMUD, its successors and assigns, each sometimes hereinafter individually called the Party, and both sometimes hereinafter collectively called the Parties. This Third Agreement supersedes the Restated Agreement for Use of Communications Facilities between the Parties dated December 19, 2014 (Restated Agreement). The Restated Agreement amended and restated the Agreement for Use of Communications Facilities between the Parties dated January 14, 2004 (Original Agreement), as amended May 28, 2006 (Amendment 1).

2. EXPLANATORY RECITALS:

2.1 SMUD operates an electric power system in the greater Sacramento metropolitan area, which includes certain fiber optics communication facilities and certain other appurtenant communications facilities at its Rancho Seco Site, Hedge, Natomas, Elverta and other Substation sites.

- 2.2 TANC, as the Project Manager of the California-Oregon Transmission Project (Project), represents the owners of the Project, and has the authority to act on behalf of the participants for the administration of the Project communications system.
- 2.3 TANC's use of SMUD's Fiber Optic System will provide benefit to SMUD's ratepayers through cost savings on its participation in the Project and through improved utilization of SMUD's fiber network.
- 2.4 If SMUD leases its Fiber Optic System, SMUD's Board Linkage Policy 10 (BL-10) requires the lease be for fair market value.
- 2.5 The Parties identified in this Agreement own or control the facilities generally described in Appendix A (for illustration, not-to-scale and for convenience purposes only).
- 2.6 On January 14, 2004, the Parties entered into the Original Agreement that allowed TANC to utilize certain communication facilities at SMUD's Elverta Substation, the Rancho Seco Site, and Dark Fiber on SMUD's Fiber Optic System, in exchange for TANC constructing a communications building and tower for SMUD at SMUD's Elverta Substation at TANC's expense.
- 2.7 The facilities envisioned in the Original Agreement were developed and installed in accordance with the terms of that Original Agreement. Facilities and installations were later modified in accordance with Amendment 1.
- 2.8 The Parties agree that use of a portion of the SMUD Fiber Optic System based on the terms and conditions of the Third Agreement is in their mutual interest.

2.9 TANC now desires to continue to access the three (3) strands of SMUD-owned Dark Fiber from SMUD's Natomas Substation connection to the Western Area Power Administration's (WAPA) fiber to the splice point in the WAPA Folsom substation that comes from SMUD's Orangevale – Folsom - Lake 230 kV line (Folsom Splice Point). The path runs from SMUD's Natomas substation through SMUD's North City, Carson Ice, Rancho Seco, Hedge and Lake substations to the Folsom Splice Point, hereafter collectively referred to as the COTP Replacement Fiber Path, and is illustrated in Exhibit A. The length of COTP Replacement Fiber Path is approximately 93 miles or 1,473,120 fiber-feet for three dark fibers.

2.10 SMUD assessed its need for and the availability of fiber strands associated with the COTP Replacement Fiber Path made available to TANC under the terms of this Third Agreement, including payment for the use of Dark Fiber and station service power, and determined that such fiber strands are surplus to SMUD's forecasted needs and can be offered for the term of this Third Agreement with the provision to terminate for convenience on ninety (90) days' notice as provided herein.

2.11 SMUD will allow TANC's use of SMUD's Dark Fiber under the terms and the conditions contained in this Agreement.

Therefore, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

3. <u>AGREEMENT</u>:

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

4. TERM OF AGREEMENT:

- 4.1 This Third Agreement shall become effective upon execution by both Parties, and end five (5) years from that date, unless earlier terminated pursuant to this Section 4, or extended for an additional five (5) year term(s) beyond this initial term by mutual written agreement of the Parties. TANC shall notify SMUD of its request to extend in writing at least 120 days prior to the expiration of the then-current term. Any such extension of this Third Agreement shall be conditioned and effective upon replacement or extension of the SMUD-WAPA Contract for Dark Fiber Exchange, dated December 13, 2004, WAPA Contract No. 04-SNR-00781, the current term of which, unless terminated by WAPA giving two-years notice after January 1, 2025, shall remain in effect until December 31, 2034.
 - 4.2 Either Party may terminate this Third Agreement for convenience with ninety days' (90) advance written notice to the other Party, provided that prior to giving a notice to terminate, the Parties shall meet to assess the options available, if any, to avoid termination and provided further that SMUD shall not terminate this Agreement or services under this Agreement until TANC establishes and implements successor services so that the successor COTP Fiber Optic System is fully functional.

4.3 Either Party shall have the right to terminate this Third Agreement upon termination of the SMUD-WAPA Contract for Dark Fiber Exchange, dated December 13, 2004, WAPA Contract No. 04-SNR-00781.

4.4 Either Party shall have the right to terminate this Third Agreement upon breach by the other Party of any material term or condition of this Third Agreement by giving the breaching Party written notice of default specifying the exact cause or causes for the default and the breaching Party thereafter fails to cure such default within thirty (30) days after receipt of such notice of default or fails to

1		commence and diligently pursue without disruption or curing the default if such
2		cure cannot reasonably be completed within thirty (30) days.
3		
4	5. <u>DEF</u>	INITION OF TERMS:
5	As used h	nerein, the following terms shall have the following meanings when used with initial
6	capitaliza	tion, whether singular or plural.
7		
8	5.1	"Carson Ice Substation" shall mean SMUD's electrical transmission substation
9		with the address of
10		
11		
12	5.2	"COTP Communications Equipment" means the TANC-owned equipment located
13		in SMUD substations or on SMUD-owned property as identified in Exhibit B and
14		the related connections to the SMUD Dark Fiber provided by TANC, if any.
15		TANC's rights to maintain COTP Communications Equipment on SMUD-owned
16		property are addressed in a separate license agreement between SMUD and
17		TANC.
18		
19	5.3	"COTP Replacement Fiber Path" shall mean the three (3) fiber strands from
20		SMUD's Fiber Optic System along the route described in Section 2.9 of this
21		Agreement and as shown in Exhibit A.
22		
23	5.4	"Dark Fiber" shall mean the optical fiber infrastructure that is currently in place
24		but not being used, and is capable of the transmission of electronic data via
25		electromagnetic waves in the visible light spectrum range once attached to the
26		proper transmission and receiving equipment.
27		
28	5.5	"Elverta Substation" shall mean either SMUD's electrical transmission substation
29		located

("SMUD Elverta Substation") or the WAPA Elverta Substation, located

- 5.6 "Fiber Optic Segments" shall mean discrete lengths of "Dark Fiber" connected together to enable conveyance of electronic data along a particular path.
- 5.7 "Fiber Optic System" shall mean the optical fiber infrastructure facilities or rights, that are currently in place and which are capable of the transmission of electronic data via electromagnetic waves in the visible light spectrum range, including all necessary associated transmission and receiving equipment.
- 5.8 "Folsom Splice Point" shall mean the splice can in WAPA's Folsom substation that comes from SMUD's Orangevale – Folsom – Lake 230-kV line at
- 5.9 "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region or as required by applicable reliability standards, including access to critical infrastructure facilities.

5.10 "Hedge Substation" shall mean SMUD's electrical transmission substation located at

5.11 "Lake Substation" shall mean SMUD's electrical transmission substation

physically located near

5.12 "Natomas Substation" shall mean SMUD's electrical transmission substation with the address of

- 5.13 "North City Substation" shall mean SMUD's electrical transmission substation with the address of
- 5.14 "Orangevale Substation" shall mean SMUD's electrical transmission substation located at

5.15 "Power System" shall mean all properties and assets that are owned by either Party or WAPA and that are used for or pertain to the generation, transmission, transformation, or distribution of electric power, including all additions, replacements, extensions, expansions, improvements, and betterments thereto, and equipment associated therewith. Communication systems and equipment associated with operation of the electric system shall be included as part of the Power System, including Fiber Optic Systems and microwave systems. To the extent either Party is not the sole owner of an asset or property, only that entity's ownership or entitlement interest in such asset or property shall be considered part of its Power System.

5.16 "Rancho Seco Site" shall mean SMUD's 2480-acre property site in Sacramento located

5.17 "SMUD Communications Building" shall mean the communication building constructed by TANC on SMUD's property at the section and which became SMUD's property pursuant to Section 8.1.2 of the Original Agreement.

6. TANC's OBLIGATIONS:

TANC shall perform the following obligations associated with use of SMUD's Fiber Optic System and associated portions of SMUD's Power System as part of TANC's administration of the COTP Replacement Fiber Path:

6.1 TANC will continue to be responsible for the ongoing functionality of the TANCFiber Optic System during the term of this Third Agreement

6.2 TANC shall make an Annual Payment to SMUD in the amount of \$132,435 (2025 amount), consisting of the Annual Lease Payment for use of the COTP Replacement Fiber Path (hereinafter referred to as the "Annual Lease Payment") and a station service charge for providing station service to the COTP Communications Equipment as shown for both charges in Exhibit B. The Annual Payment is subject to change pursuant to section 6.3. TANC shall make payments within thirty (30) days of receipt of invoice and make a transfer of funds to SMUD as instructed in the invoice. SMUD will invoice TANC for the first Annual Payment due pursuant to this Third Agreement in July 2025, which invoice shall reflect the Annual Payment for the period January 1, 2025 through December 31, 2025, inclusive. Subsequent Annual Payments shall be invoiced and paid on a similar cadence.

6.3 SMUD will conduct a Market Value Price Analysis ("MVPA") every two years to determine the future two years' Annual Lease Payment. SMUD will provide such MVPA to TANC no later than October of the year prior to the new Annual Lease Payment taking effect. SMUD anticipates the next MVPA will be provided to TANC no later than October 31, 2025, and the updated Annual Lease Payment determined pursuant to that MVPA will be effective July 1, 2026. The MVPA is performed by SMUD at its sole discretion. SMUD will also update the station service charge at the same time. SMUD will issue an updated Exhibit B at least bi-annually reflecting the new prevailing MVPA and new prevailing station service charge per rate schedule GFN without formal amendment to this Agreement.

6.4 TANC's use of SMUD's Fiber Optic System is for the purpose of making fiber available to supplement TANC's own fiber optic network, and is to be used for no other purpose, including, but not limited to, the sale, resale or lease by TANC to others.

6.5 TANC will use commercially reasonable efforts to perform work. Work performed by TANC's Project maintenance representatives will be completed in accordance with Good Utility Practice.

7. SMUD'S OBLIGATIONS - DARK FIBER SERVICES:

7.1 The Parties acknowledge and agree that consistent with the terms of the Original Agreement, as amended, TANC constructed the SMUD Communications Building in exchange for the right to utilize SMUD's Fiber Optic System. The Parties agree that under this Third Agreement, TANC retains rights to use the COTP Replacement Fiber Path in return for compensation at SMUD's rates for third party use of Dark Fiber in accordance with SMUD's Board Linkage Policy (BL-10) and payment for station service energy, as set forth in Exhibit B.

7.2 SMUD shall support two (2) independent fiber optic cable path(s) as described in this Section 7 and in Exhibits A and B, attached to this Agreement and incorporated by reference, containing single-mode fibers that run along various SMUD transmission towers and distribution poles

- 7.3 SMUD shall provide TANC the exclusive use of three stands on 9 Fiber Optic Segments of Dark Fiber on the two routes of its Fiber Optic System, from SMUD's Natomas Substation to the Rancho Seco Site and from the Folsom Splice Point to the Rancho Seco Site as identified and described in Exhibits A and B. The maximum amount of Dark Fiber associated with the cumulative segments is 1,473,120 fiber-feet, as calculated based on three (3) fiber strands running 93 miles. The fibers will be contiguous. SMUD will continue to own and operate all of its equipment related to its Fiber Optic System and all related equipment.
- 7.4 SMUD warrants and represents that it is the sole owner of the SMUD Fiber Optic System covered in this Agreement and that TANC shall have no obligation to pay any additional lease costs to any third party
- 7.5 If SMUD's fiber optic cable assets break or SMUD's Fiber Optic System becomes otherwise inoperable (e.g. outage), SMUD agrees to respond to the outage within four (4) hours and notify TANC's Project maintenance contacts (or Project staff as appropriate) of the estimated time to restore the system. If the Fiber Optic System problems cannot be resolved and/or repaired within a few hours from the time the SMUD repair crews arrive on site, SMUD will work diligently toward restoration of service in a timely manner, consistent with Good Utility Practice.
- 7.6 As the owner of the fiber optic strands, SMUD is responsible for replacement and

any necessary maintenance or repairs of the fiber optic strands identified in this Third Agreement being utilized by TANC, provided that the need for such maintenance or repairs were not caused by TANC or its Project maintenance personnel's actions. TANC's Annual Lease Payment includes compensation for this risk of replacement and routine maintenance/repair, and TANC shall have no obligation to pay any additional costs whatsoever for replacement and maintenance/repair provided that the need for such maintenance or repairs were not caused by TANC or its Project maintenance personnel's actions. To the extent any maintenance and/or repairs are needed as a result of TANC or its Project maintenance personnel's actions, TANC will pay all costs and expenses relating to such maintenance and/or repairs.

7.7 For normal maintenance purposes, each Party agrees to grant to the other Party and TANC's Project maintenance representatives reasonable access to COTP Communications Equipment located at SMUD's Natomas Substation, Rancho Seco Site and Hedge Substation, provided the Party requesting access has given 24-hour prior notification. Such access shall be escorted if requested by either Party, except that access to the Natomas and Hedge Substations may be unescorted per the terms of an unescorted access agreement for duly authorized personnel. For urgent maintenance purposes, TANC or TANC's Project maintenance personnel shall have immediate access to the COTP Communications Equipment to maintain and/or repair such equipment at any time, upon reasonable notification to SMUD, and subsequent SMUD approval, which shall not be unreasonably withheld or delayed.

7.8 SMUD shall provide TANC, at TANC's expense, with fiber connections, rack space, 48 VDC power for COTP Communications Equipment, and associated Dark Fiber at SMUD's substations in accordance with this Section 7 and Exhibit B, provided, that SMUD will continue to own and operate all of its equipment

related to its Fiber Optic System.

7.9 Unless otherwise agreed, SMUD, if needed to accommodate any modifications of the SMUD Fiber Optic System, the COTP Replacement Fiber Path or the WAPA Fiber Optic System, shall perform or cause to be performed splicing, splice testing, end to end testing and associated documentation to provide functional connections of the SMUD Fiber Optic System to the TANC and WAPA Fiber Optic Systems. Expenses shall be the responsibility of the Party requesting or requiring modifications.

7.10 MODIFICATIONS

7.10.1 Unless otherwise agreed, if needed to accommodate any modifications, SMUD will splice and terminate three (3) TANC fiber strands to the SMUD Fiber Optic System at Natomas. SMUD will splice and terminate TANC's three (3) fiber strands at SMUD's connection to the WAPA Fiber Optic System at the Folsom Splice Point. SMUD and TANC will jointly identify which of the fibers will be utilized. Expenses shall be the responsibility of the modifying Party.

7.10.2 In the event of any modification described above, SMUD will coordinate the connection and testing of its Fiber Optic System with TANC's COTP Communication Equipment to ensure compatibility. SMUD and TANC will coordinate on ensuring the end-to-end functionality of proposed fiber optic circuits and the compatibility at each end of the communications circuits.

7.10.3 SMUD will use commercially reasonable efforts to perform its work in accordance with Good Utility Practice.

7.11 INSTALLATION TO REMAIN IN PLACE UNLESS TERMINATED: The

installation or modification of communications equipment and connections described in this Third Agreement shall remain in place for the duration of this Third Agreement. Certain facilities and/or equipment will remain in place after termination of this Third Agreement as set forth herein.

7.12 WORK STANDARDS: Parties shall follow established procedures for performing work on the property of the other Party, including approval of plans, specifications and design, inspections, warranties and bonds. Unless otherwise agreed by the Parties, such as for urgent or emergency work, TANC construction plans and specifications for work being performed on SMUD facilities or property or any facilities connecting to SMUD facilities must be submitted to SMUD for pre-approval prior to commencement of work and must comply with all applicable SMUD technical, engineering, and other standards. SMUD may, at its option, supervise all work undertaken by TANC at SMUD facilities or property or any facilities connecting to SMUD facilities.

7.13 PERMITS: Parties shall obtain, at their sole and exclusive expense, all local approvals and permits and other city, county, state or federal permits as are necessary to complete their respective obligations set forth in this Third Agreement.

7.14 LICENSED CONTRACTORS: A Party may use licensed contractors to perform its obligations set forth in this Third Agreement, however, a Party using a contractor shall remain fully responsible for the work performed on its behalf. WAPA is deemed to be a licensed contractor.

8. <u>CONFIDENTIALITY</u>

The Parties acknowledge and agree that the information set forth in Exhibits A and B to this

Third Agreement, including but not limited to information concerning the type and location of SMUD's Fiber Optic System and related facilities and infrastructure, is confidential information subject to the NDA concurrently executed by the Parties and attached hereto as Exhibit D.

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9. INSURANCE REQUIREMENTS:

Each Party, at its sole cost and expense, shall carry insurance pursuant to the requirements of Exhibit C – or self-insure - its activities in connection with this Third Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each Party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance or self-insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

10. INDEMNITY:

- 10.1 To the fullest extent allowed by law, SMUD shall defend, indemnify and hold harmless TANC its governing Commission, commissioners, officers, members and agents, from and against all third party demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Third Agreement caused in whole or in part by the negligent or intentional acts, errors or omissions or willful misconduct of SMUD's governing Board, officers, directors, agents, employees or contractors.
- 10.2 To the fullest extent allowed by law, TANC shall defend, indemnify, and hold harmless SMUD, its governing Board, officers, directors, agents, and employees, from and against all demands, claims, actions, liabilities, losses, damages and

costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Third Agreement, caused in whole or in part by the negligent or intentional acts, errors or omissions or willful misconduct of TANC's governing Commission, commissioners, officers, , agents, employees, or contractors.

- 10.3 It is the intention of SMUD and TANC that the provisions of this indemnity section be interpreted to impose on each Party responsibility to the other for the acts and omissions of their respective governing Boards, officers, directors, agents, employees, and contractors. It is also the intention of the Parties that, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage, attributable to the fault of that Party, its directors, commissioners, officers, directors, agents, employees, volunteers, and contractors.
 - 10.4 Neither Party shall be liable to the other for special, indirect or consequential damages, loss, expense, or loss of revenues.
- 10.5 This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

10.6 Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party, except as provided for herein.

10.7 The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

11. NOTICES:

11.1 Urgent and Access Notices. TANC shall make best efforts to provide written or

1	verbal notice at least forty-eight (48) hours in advance (excluding Saturday,		
2	Sunday and other legal holidays) to SMUD of commencement of any work on or		
3	adjacent to SMUD's facilities. Urgent notices and notices related to access to		
4	either Party's property or equipment shall be made to the 24 Hour Contact		
5	provided below.		
6			
7	SMUD 24 Hour Contact:		
8	Power System Operations – Energy Management Center Dispatch Desk		
9	Sacramento Municipal Utility District		
10	Physical Address:		
11	6001 S Street MS D105		
12	Sacramento, CA 95817-1899		
13	Mailing Address:		
14	PO Box 15830 MS D105		
15	Sacramento, CA 95852-1830		
16	916-732-6730 (direct)		
17	916-732-6537 (fax)		
18	Pso2@smud.org		
19			
20	TANC 24 Hour Contact:		
21	WAPA Maintenance Representative:		
22	Power System Operations Department		
23	114 Park Shore Drive		
24	Folsom CA 95630		
25	tsosnr@wapa.gov		
26	916-353-2201		
27			
28	11.2 Contract Notices. All other notices required under this Third Agreement shall be		
29	effective only if made in writing and delivered by personal service, by registered		

1	mail, telecopy or electronic mail with receipt confirmed by telephone, or as
2	otherwise may be required by law as follows:
3	
4	SMUD Contract Notices
5	SMUD Representative:
6	Sacramento Municipal Utility District
7	Ar. Land Specialist, MS K222
8	PO Box 15830
9	Sacramento, CA 95852-1830
10	
11	With copies to:
12	IT/Telecommunications Department – MS K123
13	PO Box 15830
14	Sacramento, CA 95852-1830
15	
16	and
17	Manager Operational Technology Network Engineering – Information
18	Technology Staff, MS K221PO Box 15830
19	Sacramento, CA 95852-1830
20	
21	TANC Contract Notices Representative:
22	General Manager
23	Transmission Agency of Northern California
24	Box 15129
25	Sacramento, CA 98581-0129
26	Phone: 916-852-1673
27	Fax: 916-852-1073
28	

12. ENTIRE AGREEMENT:

This Third Agreement contains all of the understandings between the Parties and supersedes any other written document or agreement or oral agreement relative to the items herein. This Third Agreement may not be amended, altered or changed, except by an amendment in writing executed by both Parties.

13. THIRD PARTY BENEFIT:

None of the promises, rights, or obligations contained in this Third Agreement shall inure to the benefit of any third party, except as otherwise provided for herein.

14. AMBIGUITIES:

This Third Agreement is a product of negotiation and the Parties have agreed to each term of it, and as such, ambiguities, if any, in the terms of this Third Agreement shall not be construed against any Party.

15. GOVERNING LAW

This Third Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Third Agreement shall be instituted and maintained in the courts of Sacramento County in the State of California, or in the United States District Court, Eastern District of California, Sacramento, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

16. <u>SEVERABILITY</u>

If any term or condition of this Third Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of the Agreement are

declared severable.

17. WAIVER OF RIGHTS:

No delay or failure of either Party in exercising any right, and no partial or single exercise of any right shall be deemed to constitute a waiver of that right or any other right.

18. NO WARRANTIES

TANC UNDERSTANDS AND ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET
 FORTH IN THIS AGREEMENT, SMUD MAKES NO REPRESENTATIONS AND EXTENDS
 NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO
 THE CONDITION OR PERFORMANCE OF THE DARK FIBER, THE FIBER OPTIC
 SYSTEM, THE FIBER OPTIC SEGMENTS, OR ANY OTHER EQUIPMENT, ASSETS, OR
 SERVICES RELATED TO THIS AGREEMENT. AMONG OTHER THINGS, SMUD
 DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, OF
 FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT OR, ARISING OUT
 OF ANY COURSE OF DEALING. TANC FURTHER AGREES THAT SMUD SHALL HAVE
 NO LIABILITY TO TANC RESULTING FROM THE USE OR PERFORMANCE OF THE
 DARK FIBER, THE FIBER OPTIC SYSTEM, THE FIBER OPTIC SEGMENTS, OR ANY
 OTHER EQUIPMENT, ASSETS, OR SERVICES RELATED TO THIS AGREEMENT.

19. <u>HEADINGS</u>

The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Third Agreement.

20. FORCE MAJEURE:

Neither Party shall be considered to be in default in the performance of any of its obligations when a failure to perform is due to an event or caused beyond the reasonable control of such Party including but not limited to failure of or imminent threat of failure of facilities, flood, earthquake, volcanic activity, tsunami, tornado, storm, fire, pestilence, lightning and

1 other natural catastrophe, epidemic, war, riot, civil disturbance or disobedience, vandalism, 2 strike, labor dispute, labor or material shortage, sabotage, terrorism, government priorities, 3 restraint by court order or public authority, and action or non-action by, or inability to obtain 4 the necessary authorizations and approvals from, any governmental agency or authority, 5 which by exercise of due diligence such Party could not reasonably have been expected to 6 avoid and which by exercise of due diligence it has been unable to overcome. In the event a 7 Party is rendered unable to fulfill any of its obligations under this Third Agreement by reason 8 of an event or cause beyond its reasonable control, such Party shall give prompt written 9 notice of such fact to the other Party and shall seek to remove such inability.

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DISPUTE RESOLUTION:

21.1 If a dispute arises between the Parties hereto regarding the application or interpretation of any provisions of this Third Agreement, the aggrieved Party shall promptly notify the other Party of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within ten (10) days after delivery of such notice, each Party shall nominate a senior officer of its organization to meet at any mutually agreed location to resolve the dispute. Should the Parties be unable to resolve the dispute to their mutual satisfaction within ten (10) days after such nomination, or any other mutually agreeable time period, the Parties may proceed to resolve the dispute either through alternative dispute resolution methods, including mediation or non-binding arbitration, if mutually agreeable, or through litigation in a court of competent jurisdiction in Sacramento, California.

21.2 The costs of the mediation or arbitration, including any mediator's fees, arbitration administrative fees, arbitrator's fees, and fees for the use of facilities during meetings or hearings, shall be borne equally by the Parties. Attorney's fees may be awarded to the prevailing or most prevailing party at the discretion of the arbitrator. Each Party's other costs and expenses shall be borne by the

Party incurring them. Neither Party shall be entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

22. AUTHORITY:

The Parties represent to each other that they each have duly authorized the execution and delivery of this Third Agreement as evidenced by the signature of their fully authorized representatives below.

23. <u>AMENDMENT:</u>

No modification, amendment, or change to this Third Agreement will be effective unless consented to in writing by both Parties.

24. EXHIBITS MADE A PART OF THIS AGREEMENT:

The COTP Replacement Fiber Path between the Natomas Substation and the Folsom Splice Point is depicted in Exhibit A. The charges for use of SMUD's Dark Fiber and the station service provided to the Project's unmetered communications facilities are depicted in Exhibit B. The insurance requirements are set forth in Exhibit C. The non-disclosure agreement contemporaneously executed by the Parties and incorporated herewith is attached as Exhibit D. Each exhibit shall become a part of this Third Agreement during the term fixed by its provisions and shall be in force and effect in accordance with its terms until respectively superseded by a subsequent exhibit or the termination of this Third Agreement.

25. COUNTERPARTS/ELECTRONIC DELIVERY:

This Third Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. This Third Agreement may be executed and delivered by facsimile or electronic transmission and the Parties agree that such facsimile or electronic (PDF) execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic

signatures as evidence of the execution and delivery of this Agreement by the Parties to the
 same extent that an original signature could be used.

2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

26. BINDING ON ASSIGNS:

This Third Agreement shall be binding upon the successors and assigns of the Parties. However, this Third Agreement may not be assigned by either Party, without the prior written permission of the other Party.

27. INTERPRETATION.

Unless otherwise explicitly stated, a standard of reasonableness shall be applied to all terms of this Agreement, including but not limited to obligations and actions by any Party.

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1	IN WITNESS WHEROF, the Partie	es have cause	ed this Third Agreement to be	
2	executed on the day and year first above	written.		
3				
4	TRANSMISSION AGENCY OF NORTHERN CALIFORNIA			
5				
6		Ву:		
7		Title:		
8		Address:	P.O. Box 15129	
9			Sacramento, CA 95851	
10				
11				
12		SACRAMEN	TO MUNICIPAL UTILITY DISTRICT	
13				
14		Ву:		
15	Attest	Title:		
16	Ву:	Address:	P.O. Box 15830	
17	Title:		Sacramento, CA 95852-1830	
18	///			
19	///			
20	///			
21	///			
22	///			
		23		

EXHIBIT A

COTP FIBER ROUTES - CONFIDENTIAL

REDACTED

EXHIBIT B

Charges Under this Third Agreement:

REDACTED

EXHIBIT B Page 1 of

EXHIBIT B - continued

Charges Under this Third Agreement

EXHIBIT C

INSURANCE REQUIREMENTS

TYPE OF COVERAGE			MINIMUM COVERAGE LIMITS	
\boxtimes	Commercial General Liability (CGL)			Aggregate
	ISO form CG 0001 04 13, or other acceptable to SMUD.	Bodily Injury, Property Damage, Contractual Liability	\$5M	\$5M
\square	Business Automobile Liability (BAL) <i>If Applicable.</i> Not required if no fleet owned or operated			Accident
	Covering claims arising from ownership, operation, loading, unloading owned, hired, leased, non- owned, and /or borrowed private passenger and commercial vehicles. Additional Insured (Coverage noted on certificate)	Bodily Injury, Property Damage	\$2M	\$2M
	Contractor's Pollution Liability (CPL)			Aggregate
	Covering claims arising from handling, abatement, and transport of pollutants including asbestos and lead paint Additional Insured (Coverage noted on certificate)	Bodily Injury, Property Damage	N/A	N/A
	California Workers Compensation (WC), <i>If</i> <i>Applicable</i> , Including US Longshore & Harbor Workers Coverage where applicable	·	CA Statutory Limits	
	⊠ Employer's Liability (EL)		Per Employee	Aggregate
	Covering Bodily Injury by Accident & Bodily Injury by Disease		\$ 1 M	\$ 1 M

<u>Primary Coverage:</u> Insurance required above shall be primary as respects: the Parties, their directors, commissioners, officers, representatives, agents, employees, lessors and/or any other person or entity for which the Parties have agreed in writing that their

contractors shall include as an additional insured(collectively hereinafter referred to as "The Parties") and any other insurance effected or procured by any or all of The Parties shall be excess of and shall not contribute with the required insurance.

Additional Insureds Severability of Interests, Waivers of Subrogation: The CGL and BAL policies shall name The Parties as additional insureds as respects work performed pursuant to or incidental to this Agreement (including coverage for ongoing and products/completed operations hazards) except for active negligence of the Parties in public works construction contracts (Cal Ins Code §11580.04). ISO forms CG 2010 or CG 20 33(ongoing operations) and CG 2037 (products/completed operations), or other forms acceptable to SMUD, shall be used. CGL severability of interests (cross liability), and CGL, BAL and WC waiver of subrogation clauses shall be included. Pursuant to the terms of this Agreement, insurance effected or procured by SMUD or TANC or its contractors shall not reduce or limit the obligation to indemnify and defend The Parties for claims made or suits brought which result from, or in connection with, the performance of this Agreement.

<u>Products/Completed Operations:</u> The coverages required herein, when written on an occurrence form, shall be maintained during the entire term of the Agreement. Coverages written on a claims-made form shall be maintained during the entire term of the Agreement and further until at least three years following completion and acceptance of all work under this Agreement. Additional insured endorsements providing products/completed operations coverage shall continue to provide coverage through the expiration of time within which a claim may be filed under all applicable laws.

Insurer Security: Insurers shall be rated A- / IX or better by A.M. Best, or shall be otherwise acceptable to SMUD. Insurers need not be admitted by the State of California.

<u>Insurance Certificates</u>, <u>Endorsements</u>, <u>Notice of Policy Change/Cancellation</u>: Upon written request, each Party shall provide a letter of self-insurance or certificate of insurance and copies of additional insured and waiver of subrogation endorsements verifying that at least the minimum insurance coverages required above are in effect. There shall be no change(s) to or cancellation(s) of coverage(s) resulting in either becoming non-compliant with the insurance coverage required herein this Agreement. In the event a change or cancellation will result in a Party becoming non-compliant with the insurance coverage required herein, that Party shall provide thirty (30) days advance written notice to the other Party of any such change or cancellation. Failure by either Party to provide such advance written notice shall be construed to be a material breach of this Agreement.

SACRAMENTO MUNICIPAL UTILITY DISTRICT P. O. BOX 15830, SACRAMENTO, CA 95852-1830 ATTENTION: SMUD Lead

EXHIBIT D

NON-DISCLOSURE AGREEMENT

The Non-Disclosure Agreement executed contemporaneously with this Third Agreement is incorporated by reference.

TAB 20

CLOSED SESSION

Closed Session Pursuant to Government Code Section 54956.9(a), Pending Litigation:

a. WestConnect and Order No. 1920-A [ER13-75, et al.; RM21-17]

TAB 21

MEETING CALENDAR

The Commission will confirm the date of its next scheduled meeting is January 29, 2025.