

SNR PROPOSED 2025 POWER MARKETING PLAN

PUBLIC INFORMATION FORUM

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Wednesday, June 1, 2016

1:00 p.m.

Folsom, California

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Reported by: CATHERINE D. LAPLANTE

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A P P E A R A N C E S

KOJI KAWAMURA, Attorney at Law

SANDEE L. PEEBLES, Project Manager

SONJA ANDERSON, Vice-President of Power Marketing

JEANNE HAAS, Contracts & Energy Services Manager

1 MR. KAWAMURA: I'd like to welcome everyone to  
2 the 2025 Proposed Marketing Plan for the Western Area  
3 Power Administration Sierra Nevada Region.

4 This is the Information Forum that was noticed  
5 in the Federal Register. It was --

6 The Federal Register was Volume 81, page 27433.

7 And so this is the meeting for the proposed  
8 2025 Marketing Plan.

9 The 2025 Marketing Plan and the marketing plans  
10 that Western develops is a key component of our power  
11 marketing functions. It sets the framework for a long  
12 period of time and determines how Western markets power  
13 over that long-term period.

14 20 years ago, many of us were standing in this  
15 room, or in a room nearby, and we built the 2004  
16 Marketing Plan. That plan is terminating at the end of  
17 2024, and the 2025 proposed plan will take affect at the  
18 termination of 2004 Marketing Plan.

19 And under the proposal, that plan will run for  
20 30 years. So it is a long-term plan. And as part of  
21 this process, we encourage public comments that are  
22 going to come out of this process. And that is really  
23 the key for the 2025 Marketing Plan is the public input.  
24 And that's why we have these meeting to develop the  
25 public input. And we have these formal processes so we

1 can treat all the customers and consider all the  
2 comments in some fashion.

3 And as part of today's presentation, Sandee  
4 Peebles will present 2025 Marketing Plan. We will take  
5 comments on that through August 4th. That's when the  
6 comment period closes. You can send in your comments  
7 any time prior to August 4. So please make sure you get  
8 them to us by August 4.

9 We will have a Public Comment Forum on  
10 July 12th at 1:00 p.m., and it will be here at the same  
11 location, and so, please, you can provide your comments  
12 at the Public Comment Forum, or you can submit them in  
13 writing at any time prior to August 4.

14 And everything that we say today is going to be  
15 on the record, and going forward, as part of this -- as  
16 part of this -- as part of this proposal. We are in the  
17 formal process, and so everything will be on the record.

18 If you have questions, please submit them in  
19 writing, and we will provide answers in writing to  
20 those -- to those questions.

21 Everything that we say today is being recorded  
22 by a court reporter on my right, and so in terms of the  
23 presentations, Sandee will do her presentation. After  
24 she is done with her presentation, I'll open up the  
25 floor for comments.

1           And so you can mark your brochures. If you  
2 have questions on the brochures, please just mark the  
3 pages, and then I will open up the floor for questions  
4 after Sandee gets done with the presentation. And this  
5 way all the questions -- it will be easier to follow the  
6 process by doing it in this fashion.

7           And when you do ask questions, please make sure  
8 you state your name for the record. And then every  
9 single time you speak, if you can just repeat your name  
10 for the court reporter. It makes it a lot easier to  
11 follow those questions and know who's asking those  
12 questions as part of that proposal.

13           And so when you do ask questions, please wait  
14 until Sandee is done. I will moderate the questions,  
15 and then I will call on you, and then either we will  
16 provide you the answer today, if we can. If we can't  
17 provide the answers, we will provide the answers in  
18 writing and post those on the website.

19           And with that, I am going to go on ahead and  
20 introduce Sandee Peebles, and she will do the  
21 presentation.

22           MS. PEEBLES: We did find the address at  
23 WAPA.gov, and then if you go to Regions, it's Sierra  
24 Nevada Region, and then there is a place where you can  
25 click on that says 2025 Power Marketing Plan.

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Okay.

Good afternoon, and welcome to the Public Information Forum for the 2025 Power Marketing Plan.

My name is Sandee Peebles, and I'm the Project Manager for the 2025 Program.

First, I'd like to introduce Western.

We are a Federal agency and part of the U.S. Department of Energy. Western market's power at cost-based rates to preference entities and seeks new customers through its resource pools.

WAPA markets power in 15 states. SNR is one of four regional offices and markets its resources in Northern and Central California, as well as Northern Nevada.

SNR currently provides power to 84 customers, and we have ownership in about 1,400 miles of transmission.

The CVP consists of 11 power plants and has a maximum operating capability as 2,044 megawatts. Annual generation is about 4,600 gigawatt hours. The CVP's transmission system is about 868 miles long, with 22 substations.

The Washoe Project has one small 3.65 megawatt generator that generates about ten gigawatts annually. There is no transmission available to the CVP or the ISO

1 Transmission System.

2 The unit is also registered with the CEC as an  
3 RPS eligible resource.

4 Okay. So we'll talk now about the Marketing  
5 Power Resource.

6 SNR markets the hydro-generation from the  
7 Central Valley Project. Certain loads have priority to  
8 the energy from the CVP. Project use loads are mainly  
9 irrigation districts that have contracts with the Bureau  
10 of Reclamation, and they have first call on the  
11 generation.

12 Next is first preference customers, then  
13 maintenance reserves, system losses, ancillary services  
14 and SNR's SBA needs.

15 Then comes Base Resource.

16 And this chart is simply an example of the  
17 range of generation and the priority uses prior to  
18 determining the base resource.

19 And this chart gives an idea of when most of  
20 the generation occurs. As you can see, most of our  
21 generation occurs in the spring and through the summer.  
22 There is much less generation in the fall and winter  
23 months.

24 For our products and services, the base  
25 resource is our fundamental product. Having a base

1 resource contract makes you a customer.

2 Customers have a percentage of the generation  
3 under the contract. That means whatever amount of power  
4 we're generating that day, you get your percentage of  
5 it.

6 The capacity and energy will vary daily.  
7 Stampede is integrated with the CVP, but the generation  
8 goes to meet project use load.

9 The environmental benefits will be part of the  
10 base resource contracts. A Portfolio Manager will shape  
11 the base resource within certain constraints, and all  
12 power will be provided on a scheduled basis.

13 Customers are responsible to pay for their  
14 allocation regardless of whether they can actually use  
15 it, and rates are not part of this process.

16 Federal power can't be sold for resale. The  
17 base resource needs to be used at your own facility or  
18 to serve your end use customers.

19 We'll develop an exchange program with customer  
20 input. The exchange program is meant to provide payment  
21 relief to customers that have more base resource than  
22 load in certain hours.

23 We'll propose that the program be voluntary,  
24 but regardless of participation, base resource in excess  
25 of a customer's load in any hour will be put in the

1 exchange program.

2 In addition to the base resource, we're  
3 proposing optional custom products. Currently we offer  
4 full load service, variable resource service, and  
5 scheduling coordinator services.

6 SNR is open to discussing the possibility of  
7 providing other services at customer request. All costs  
8 associated with custom products are passed on to the  
9 customers contracting for those services.

10 So first we have full load service, and that's  
11 the service which was developed for those customers who  
12 want to just flip the switch and pay the bill. This  
13 service is similar to retail service.

14 SNR acts as a portfolio manager forecasting  
15 loads and matching resources, and we'll procure the  
16 additional power necessary to meet the load at SNR  
17 delivery points.

18 All customer loads are typically aggregated  
19 together when purchasing supplemental power.

20 Variable resource service is geared toward the  
21 larger customer that manages its own power portfolio and  
22 is just looking for an additional resource.

23 Customer determines the amount of power, if  
24 it's an on-or-off peak product, the type of resource,  
25 the price, et cetera. If we can meet the customer's

1 requirements, we'll provide the service.

2           If you're located within the California  
3 Independent System Operator's Balancing Authority Area,  
4 you must have a Certified Scheduling Coordinator.

5           SNR can act as your SC. We'll submit day-ahead  
6 schedules to the ISO, make adjustments when necessary to  
7 validate data and provide settlement information to the  
8 customer and dispute incorrect charges.

9           And if you choose full load service, SNR must  
10 be your SC.

11           Any products or service request other than base  
12 resource is a custom product. If you have ideas for  
13 products or services other than those mentioned today,  
14 you can request it, and we'll determine if we can  
15 provide it.

16           And, again, all costs associated with whatever  
17 product you choose, will be directly passed on to you.

18           Now, onto Resource Extensions and Resource Pool  
19 Allocations.

20           SNR is proposing to incorporate the intent of  
21 the power marking initiative of the energy management --  
22 Energy Planning and Management Program in the proposed  
23 2025 Power Marketing Plan. That means we will continue  
24 to offer the majority of the resources to our existing  
25 customers.

1           At first existing customers will be offered 98  
2 percent of their current allocation, and we are  
3 proposing two resource pools to promote widespread use  
4 of the Federal power.

5           Existing customers will be offered 98 percent  
6 of their current allocations. However, if an existing  
7 customer either doesn't execute a contract or doesn't  
8 take its full allocation, the amount forfeited will be  
9 returned prorata to the remaining existing customers.

10           If this happens, the existing customers will be  
11 allocated somewhere between 98 and 100 percent of their  
12 current allocation.

13           In January of 2024, we will compare loads to  
14 base resource allocation. The comparison will be based  
15 on the customer's last five years of energy consumption  
16 and the average base resource.

17           If a customer has an allocation greater than  
18 its load, we may reduce that allocation to 98 percent of  
19 the customer's load.

20           In 2040, all customers will have their  
21 allocations reduced by one percent. Provisions we just  
22 discussed will, again, be applied to the 2040 resource  
23 pool.

24           WAPA creates resource pools to spread the  
25 benefits of Federal power to more entities who are

1 eligible to receive an allocation and possibly increase  
2 the allocations of existing customers.

3           As mentioned earlier, SNR is proposing two  
4 resource pools. One in 2025 with two percent of the  
5 resource and one in 2040 with one percent. If one or  
6 more existing customers forfeit more than two percent of  
7 the total base resource, the amount remaining after  
8 increasing all other existing customers back up to their  
9 full existing allocations will be added to the resource  
10 pool.

11           Additionally, any base resource allocation  
12 determined to be larger than a customer's load will be  
13 included in the resource pool.

14           These two provisions could increase the size of  
15 the resource pools. WAPA determines to whom and how  
16 much it allocates.

17           So to qualify for an allocation, an entity must  
18 meet the preference requirements of the Reclamation  
19 Project Act of 1939. You should be located within our  
20 marketing area. If we're unable to allocate all of our  
21 resources within our marketing area, we may allocate it  
22 outside of the marketing area.

23           You must be ready, willing and able to receive  
24 and use the power or to receive and deliver power to  
25 your end use customers. You must submit an application

1 in response to the call for applications.

2 Native-American tribes must meet the definition  
3 of the Indian Self Determination Act of 1975.

4 And the minimum load requirement is one  
5 megawatt, but we can accept 500 kilowatt loads if we can  
6 aggregate the load with other loads for a total of one  
7 megawatt.

8 After it is determined which entities are  
9 eligible for an allocation, we'll determine how much to  
10 allocate to each eligible entity.

11 We are proposing to use the load data from the  
12 year before the call for applications. You'll have to  
13 execute an electric service contract.

14 All 2025 allocations to both new and existing  
15 customers will be adjusted for the 2040 Resource Pool.  
16 We are proposing to give greater consideration to  
17 allocations to Native-Americans, and WAPA makes  
18 allocations at its sole discretion.

19 Now, we'll talk about the general criteria and  
20 contract principles we're proposing to apply.

21 Electric service contracts must be executed  
22 within six months of an offer, unless otherwise agreed  
23 to by WAPA. Allocations are subject to adjustment. All  
24 power will be provided on a scheduled basis. Customers  
25 must pay for their percentage of the base resource

1 regardless of whether they can use it.

2 Cost for any additional product and/or services  
3 will be passed on to those customers contracting for  
4 such products and/or services.

5 Rate schedules for services will be developed  
6 under a separate process. Customers must pay all rates  
7 and charges pursuant to the terms of the contract.

8 Written commitments to the custom product will be due  
9 January 1st, 2023.

10 Contracts will include requirements that must  
11 be met continuously during the term of the contract.

12 Customers are responsible for obtaining their own  
13 delivery arrangements beyond the CVP transmission  
14 system; however, we will assist when possible.

15 Initial electric service contracts will have a  
16 30-year term, January 1st, 2025, through December 31st,  
17 2054. Custom product contracts for specific products  
18 and services will have terms as set by those contracts.

19 WAPA's standard provisions for electric service  
20 contracts, integrated resource plans and general power  
21 contract provisions will be included.

22 Contracts will provide for WAPA to reduce or  
23 rescind the allocations if the allocation is too large  
24 or the power is not being used to meet the customer's  
25 own load.

1           WAPA will allocate power not under contract at  
2 its discretion. All customers' base resource  
3 percentages will be reduced for the 2040 Resource Pool,  
4 and lastly, alternative funding arrangements may be  
5 included in the electric service contracts.

6           Now we'll go over First Preference Entitlements  
7 and Allocations.

8           The Trinity River Division Act of 1955 and the  
9 New Melones Project provision of the Flood Control Act  
10 of 1962 authorize construction of the power plants  
11 located in Trinity, Calaveras and Tuolumne Counties.

12           Those acts also provided special benefits to  
13 preference entities located within those counties due to  
14 the construction of those power plants.

15           Specifically, customers in those counties are  
16 eligible for up to 25 percent of the additional energy  
17 available to the CVP due to the construction of the  
18 facilities within their counties.

19           The maximum entitlement of first preference  
20 customers is the amount of power available to the  
21 customers located within those counties.

22           The MEFPC of Trinity County is separate from  
23 the combined MEFPC of Calaveras and Tuolumne Counties.

24           The MEFPC for Calaveras and Tuolumne uses the  
25 generation from the New Melones project. The MEFPC for

1 Trinity uses the generation from the Trinity River  
2 Division, which includes Trinity, Carr, Spring Creek and  
3 13.8 percent of Keswick.

4 The MEFPC calculation is performed every five  
5 years.

6 First preference allocations are based on the  
7 customer's power needs. First preference customers can  
8 receive allocations for 100 percent of their load, as  
9 long as the total of allocations is not greater than the  
10 MEFPC.

11 SNR is proposing to serve first-preference  
12 customers with full requirement service. This service  
13 includes meeting all the power needs up to the  
14 customer's right to the MEFPC at the base resource rate  
15 and Portfolio Management Service.

16 If necessary, SNR will provide supplemental  
17 power under full requirement service. We have to be the  
18 scheduling coordinating in order to receive this  
19 service.

20 The Act also provides specific application  
21 periods for first preference entities. Those entities  
22 can apply for an allocation every five years based on  
23 the anniversary date of the associated projects.

24 The anniversary date of the TRD is January 1st,  
25 1962, and the New Melones Project is April 5th, 1982.

1 Applications must be received 18 months prior  
2 to the anniversary date of their respective project, so  
3 if you want to begin service under this marketing plan,  
4 we have to receive your application by July 1st, 2020,  
5 for Trinity County applicants and by October 5th, 2020,  
6 for Calaveras and Tuolumne applicants.

7 Calaveras and Tuolumne Counties share the MEFPC  
8 from the New Melones Project, and each county is  
9 entitled to half of the MEFPC.

10 If customers in one county aren't using their  
11 full share of the MEFPC, and there is a request for  
12 additional power from a customer or an application from  
13 a first-preference entity located in the other county,  
14 which makes the total allocation in that county exceed  
15 the total MEFPC for that county, then SNR will allocate  
16 power from the unused share of the MEFPC to the customer  
17 or entity on a withdrawal basis.

18 That power can be withdrawn on a six-month  
19 notice if customers or entities in the original county  
20 need it.

21 And now a little bit about transmission.

22 We are proposing to include transmission over  
23 the CVP system with base resource allocation. If you  
24 are located in the ISO Balancing Authority area, this  
25 means your power will be delivered to the boundary

1 between our system and the ISO. From there you'll need  
2 transmission from the ISO and possibly distribution  
3 service from PG&E.

4 We'll do our best to help allottees obtain the  
5 additional transmission and distribution services  
6 necessary, but it's ultimately your responsibility to  
7 obtain the services.

8 As we discussed earlier, WAPA has ownership in  
9 the PACI and COTP transmission systems. SNR is  
10 proposing to continue to market surplus capacity on the  
11 CVP and COTP transmission system under WAPA's Open  
12 Access Transmission Tariff.

13 Legislation for the PACI provides for marketing  
14 that transmission service specifically to aid and  
15 benefit the CVP.

16 SNR will determine the use of its transmission  
17 resources along with further development of the rest of  
18 its products and services.

19 And, finally, let's talk about changes in the  
20 electric utility industry.

21 As we all know, the industry continues to  
22 evolve under different legislation and markets. We may  
23 need to make changes to the way we market the resources  
24 during the term of this marketing plan to ensure our  
25 products to be cost effective and beneficial resources

1 to our customers.

2           Although we don't know what changes may need to  
3 be made, we want to make sure that the plan allows for  
4 changes in the future. Any changes will be made in  
5 collaboration with customers through mutually-agreed  
6 provisions to the electric service contracts.

7           So that's the end of my presentation on the  
8 proposed plan, which was published in the Federal  
9 Register on May 6 with a 90-day comment period.

10           We will hold a Public Comment Forum with the  
11 public to present oral comments here at the Lake Natoma  
12 Inn on Tuesday, July 12th, beginning at 1:00 p.m.

13           The deadline for comments is August 4th, 2016.  
14 You can e-mail your comments to 2025propplan@wapa.gov or  
15 mail them to the attention of Sonja Anderson.

16           MR. KAWAMURA: Thank you, Sandee.

17           All right. At this time, I am going to set the  
18 ground rules for the questions. If you have questions,  
19 just raise your hand. Then go on ahead and say what  
20 your name is and the organization you represent for the  
21 court reporter, and then I will -- if we can answer the  
22 questions for you today, we'll answer them. If we  
23 can't, we will take your questions, and we will post the  
24 responses to those questions on the website.

25           So with that, let's go ahead and open the floor

1 for questions.

2 MS. EMERSON: Hi, Deb Emerson with Sonoma Clean  
3 Power. And my question is in regards to the allocation  
4 criteria.

5 When it says that the allocations will be based  
6 on the year prior to the call for applications, can you  
7 tell me when the call for applications are due?

8 MS. PEEBLES: Yes. So right now this is just a  
9 tentative schedule subject to change, but right now  
10 we're looking at going out for the call for applications  
11 sometime late 2017.

12 MS. EMERSON: Okay.

13 MR. KAWAMURA: And with the call for  
14 applications, there will be a notice in the Federal  
15 Register, and they'll specifically say -- provide an --  
16 there will be an application, standard form that you  
17 need to fill out as part of that process, and just keep  
18 your eye out on the website. They'll all be announced  
19 there.

20 Yes.

21 MR. KRUTH: Thank you, Koji.

22 My name is Maury Kruth. Last name is  
23 K-R-U-T-H, and I'm representing the Northern California  
24 Power Agency.

25 And I have a couple questions regarding term

1 and termination provisions in the new contracts.

2           And my understanding was based on reading the  
3 Federal Register is what Western's proposing right now  
4 is a 30-year term beginning in 2025 with what we view as  
5 a take-or-pay type provision.

6           Is that a correct understanding?

7           MS. PEEBLES: Yes.

8           MR. KRUTH: I want to make sure we're reading  
9 that correctly.

10           And then secondly, it looked like the proposal  
11 anticipates the general power contract provisions, and I  
12 was wondering would those provisions be similar to the  
13 ones that are in the current agreements, and particular,  
14 would they contain termination rights for existing  
15 customers that might choose to terminate an agreement or  
16 reduce the allocation?

17           MR. KAWAMURA: Yeah. They will incorporate  
18 Western's standard general contracting provisions.

19           As you know, when Western changes those general  
20 contracting provisions, they'll normally go through a  
21 customer process before we change those, but under  
22 Western's current general contract provisions, there is  
23 a right for the customers to terminate under Section 11  
24 of the general contract provisions.

25           MR. KRUTH: If I understand you correctly, the

1 likely or the probable GPCP's will contain similar  
2 provisions to whatever the contract currently has?

3 MR. KAWAMURA: That is correct.

4 MR. KRUTH: Can Western provide an estimated  
5 timeline when customers will see those provisions, the  
6 new GPCP's in 2019?

7 MS. PEEBLES: We don't currently have plans to  
8 change those.

9 MR. KAWAMURA: Normally what will happen is  
10 there will be the standard provisions that apply, and  
11 for those to change, they'll normally go through a --  
12 they'll go through a customer process to change those,  
13 and so if they don't change --

14 If they are going to change, you will --  
15 customers will be notified, and you can participate  
16 through the customer process, and you'll have those  
17 before when executing the contracts.

18 MR. KRUTH: And I also had a couple questions  
19 regarding Federal Register Section 8, Roman numeral  
20 VIII, on page 374 through 9, anticipates changes in the  
21 electric utility industry.

22 I was just wondering if Western could elaborate  
23 on what it might envision what might trigger those types  
24 of mutual agreement changes in base resource?

25 Would those be things like changes in the BA or

1 changes in EIM, or can you share with us any thoughts  
2 you would have and what might precipitate those kind of  
3 changes?

4 MR. KAWAMURA: I think that we kind of  
5 purposely left it broad, and it will be items that we  
6 will work with the customers to determine what is the  
7 significant change. If both parties believe in  
8 significant change, then we would be able to change  
9 those contracts under that contract provision.

10 MR. KRUTH: So to require a change, it would  
11 only be by mutual agreement?

12 MR. KAWAMURA: That is correct.

13 MR. KRUTH: Those are two of the questions I  
14 had.

15 I may have a couple others.

16 MR. KAWAMURA: Thanks for the questions.

17 MR. SCHEUERMAN: Hi. Paul Scheuerman  
18 representing DOE Labs.

19 Let me -- I'm going to the page here for you.

20 MR. KAWAMURA: Great.

21 MR. SCHEUERMAN: This is on, I guess, slide 11,  
22 page -- it's Extensions of Existing Customers. 21 on  
23 the actual slide number. And the --

24 When Sandee read that, and I noticed it's in  
25 the FRN, it talks about the allocation being prorata,

1 and my question is: What's the metric for the prorata?  
2 Is it load? Is it your base resource percentage?

3 What might that be?

4 MS. PEEBLES: So let's just be clear.

5 So all customers will be allocated originally  
6 98 percent of their current allocation. And then should  
7 a customer return its allocation, then we will prorata,  
8 distribute that back to the customers.

9 So if we get one percentage back, let's say, we  
10 will give one percent back to all of the customers, so  
11 effectively you will get 99 percent of your base  
12 resource allocation, rather than 98 percent of your base  
13 resource allocation.

14 Does that make sense?

15 MR. SCHEUERMAN: So it's based on your base  
16 resource allocation percentage?

17 MS. PEEBLES: Yes.

18 MR. SCHEUERMAN: Okay.

19 MR. KAWAMURA: I think we have a question in  
20 the back.

21 MS. PADILLA: Monica Padilla for the City of  
22 Palo Alto. I have several questions.

23 One is to follow up on Maury's questions  
24 related to the termination provision, and I guess the  
25 understanding that we have here, it's going to be part

1 of the general contract, or GPCP.

2 MR. KAWAMURA: Right. That is correct.

3 MS. PADILLA: My question is: Is there an  
4 ability to have the termination provision embedded  
5 within the base resource contract itself?

6 MR. KAWAMURA: Termination provision will be  
7 part of the GPCP. They will not be embedded in the  
8 contract.

9 MS. PADILLA: Is there ability to include it,  
10 or is that just --

11 MR. KAWAMURA: It is a standard form contract  
12 that Western will send out for execution, and the GPCP's  
13 will be incorporated by reference, and so there will not  
14 be a specific termination provision in the contract. It  
15 will be in the GPCP's, which are part of the contract by  
16 reference.

17 MS. PADILLA: Right. I understand that.

18 My question is: Can that change?

19 MR. KAWAMURA: Right now, it is standard form  
20 contracts, so it will not be included.

21 MS. PADILLA: And that's based on some law or  
22 something that there's no flexibility there?

23 MR. KAWAMURA: It's just based on Western's  
24 policy, that the standard form contracts are sent to all  
25 customers, and it's fairly standard Western-wide.

1           There are some changes within the regions, but  
2 it's fairly standard that this is the way Western does  
3 it.

4           MS. PADILLA: Okay. Along the same lines, I  
5 understand all that was included in the presentation  
6 that there's going to be some credit provisions that  
7 will be required of customers.

8           Will those be part of the base resource  
9 contract, or will they be an external reference?

10          MR. KAWAMURA: They will be an external  
11 reference as well.

12          MS. PADILLA: Again, is that part of the base  
13 resource contract?

14          MR. KAWAMURA: That will be a separate  
15 standalone provision as well.

16          MS. PADILLA: So the answer is no?

17          MR. KAWAMURA: Yes, that is correct.

18          MS. PADILLA: All right. Now, so going to  
19 page -- or slide number 11, so the second bullet point,  
20 where you say, Portfolio Manager will shape the base  
21 resource within constraints.

22          How will those constraints be defined? Will  
23 they be included within the base resource, or will that  
24 be an operational constraint?

25          MS. PEEBLES: I'm referencing an operational

1 constraint there.

2 MS. PADILLA: So they won't be defined in the  
3 base resource contract?

4 MS. PEEBLES: I guess, what is your question?

5 MS. PADILLA: I don't know. It just says,  
6 within constraints.

7 Will those constraints be outlined in the  
8 contract itself?

9 MS. PEEBLES: I think that we're looking at the  
10 same way that we do today. You've got mins and maxes  
11 that you can schedule within, so that's what we're  
12 looking at.

13 MS. PADILLA: So they will be defined the  
14 contract?

15 MS. PEEBLES: Those are defined in the  
16 contract.

17 MS. PADILLA: Okay. On slide number 12, when  
18 we talk about the exchange program, the way I understood  
19 it worked or works right now, is that is a voluntary  
20 program, but you have to opt out of that program.

21 Will we need to opt out again in 2025 if we do  
22 not like the way the program is structured?

23 MS. PEEBLES: Well, I think that we're going to  
24 develop the program as we move forward so that's not --

25 All we're saying in the plan is that we're

1 going to develop a program, but we'll develop it with  
2 customer input.

3 MS. PADILLA: Okay. So is everybody going to  
4 be in that program when you first enter the contract,  
5 and if you don't want to be in it, you have to opt out,  
6 or will there be the ability to sign in when you get  
7 there?

8 MS. PEEBLES: We haven't developed the program  
9 yet.

10 MS. PADILLA: Okay. And then -- sorry.

11 On the issue of the application, do existing  
12 base resource customers also have to submit an  
13 application?

14 MR. KAWAMURA: You would have to submit an  
15 application if you want additional resources, and so if  
16 you have a current base resource, and you want  
17 additional -- you want to apply for more base resource,  
18 then you can -- you would have to submit an application  
19 for the increase.

20 MS. PADILLA: Okay. So we automatically get  
21 whatever gets prorated -- the 98 percent whatever that  
22 ends up being?

23 MR. KAWAMURA: That's correct.

24 MS. PADILLA: Without doing anything else?

25 If at some point we want less than 98 percent,

1 when do we indicate that? If we don't have a call for  
2 application, is it just --

3 MR. KAWAMURA: Yeah. You can just -- you can  
4 work with your customer service rep and tell them that  
5 you want to lower your allocation. That will be fine.

6 MS. PADILLA: And that can happen any time up  
7 to execution?

8 MR. KAWAMURA: The earlier you can do it, the  
9 better because that way we can reallocate the remainder  
10 of it.

11 MS. PADILLA: What if that's not possible for  
12 whatever reason? You think you're going to need as  
13 much, and then you get another contract, or something,  
14 and then you have to reduce your allocation, can it  
15 happen -- can it happen before execution?

16 MR. KAWAMURA: It can happen before execution.

17 MS. PADILLA: Okay.

18 MR. KAWAMURA: But the earlier -- the more  
19 notice you can provide us, the better.

20 MS. PADILLA: Okay. And going back to slide 21  
21 when you talk about reducing allocations for those  
22 customers who are greater than a hundred percent of  
23 their load, it sounds like it's somewhat subjective that  
24 you may reduce it.

25 Is there some discretion that Western has on

1 allocating more than a hundred percent of base  
2 resource -- hundred percent of a customer's load?

3 MS. PEEBLES: I think in the plan we noted that  
4 we would work with the customer to determine what the  
5 issues were and why they had an allocation that was too  
6 large for their load.

7 MS. PADILLA: But there's the ability for a  
8 customer to actually have more than a hundred percent,  
9 right?

10 MS. PEEBLES: No.

11 MS. PADILLA: Okay. So then I misunderstood  
12 that.

13 And then just a couple more. Sorry.

14 Actually, I think that might be it.

15 Okay. Thank you.

16 MR. KAWAMURA: And let me just clarify in terms  
17 of changing your allocation.

18 So you're going to get a contract as part of  
19 the process. So all customers will get contracts by a  
20 specific date, and those contracts will have an execute  
21 by date.

22 And you have to execute those contracts within  
23 that time period, so if you don't execute that contract,  
24 and you want to change that percentage, you're going to  
25 have to make that change in that contract.

1           Does that make sentence?

2           And so all customers will get contracts as part  
3 of the process, and then if you want to change your  
4 percentage, you need to make sure that the contract  
5 percentage is changed in that contract, and I'm not sure  
6 of the date, Sandee, when is the proposed dates --

7           Again, these are estimated dates on when this  
8 will be going out.

9           MS. PEEBLES: We're looking at having customers  
10 execute the base resource contract in mid-2020.

11          MS. PADILLA: Okay. So then if that's the  
12 case, then --

13          So by execution, in my service territory or for  
14 my agency, it means that our Governing Board approves  
15 that contract and executes it.

16          So if that's in 2020, when will we get the base  
17 resource contract or the offer from -- we'll get it a  
18 few years before that, right?

19          MS. PEEBLES: Six months before.

20          MS. PADILLA: Oh, six months.

21          But we will know our allocation by...

22          MS. PEEBLES: Right now.

23          MS. PADILLA: But it's all subject to whoever  
24 returns its share of base resource, and all that other  
25 good stuff, so we won't actually know until --

1 MS. PEEBLES: I'm envisioning that the contract  
2 will go out with 98 percent of your current allocation,  
3 and then if ABC entity returns their allocation, we'd  
4 have to change your exhibits to increase your  
5 percentage.

6 MS. PADILLA: Okay. So then six months -- so  
7 we have essentially six months to decide how much we're  
8 going to execute?

9 MS. PEEBLES: Right.

10 MS. PADILLA: Before execution in 2020?

11 MR. KAWAMURA: Right. And if you want to lower  
12 that amount you have in that contract, you will have to  
13 do it before that date.

14 MS. PADILLA: Okay. Thank you.

15 MS. EMERSON: Deb Emerson with Clean Power  
16 again, and I'm looking at slide 20 regarding the  
17 extensions and existing customers.

18 I just want to make sure that I understand  
19 existing customers term.

20 Does that mean you must have a contract  
21 currently in the 2004 through 2024 period?

22 MS. PEEBLES: Right.

23 MS. EMERSON: So if I'm doing the math  
24 correctly, if no one did anything, and all existing  
25 customers kept their 98 percent, are we talking about

1 potentially 40 megawatts being available?

2 MS. PEEBLES: No. Probably --

3 MS. EMERSON: That's two percent of your max  
4 capacity of 2044?

5 MS. PEEBLES: Well, we market based on energy,  
6 so I think that will be somewhere around 60,000 megawatt  
7 hours.

8 MR. KRUTH: Maury Kruth again with NCPA.

9 A couple questions regarding the transmission  
10 service aspects of the Federal Register.

11 On page 27439, Western indicates on the  
12 provision here that you work with -- the Western would  
13 work with allottees to obtain transmission service,  
14 particularly for the folks that will be in the --

15 My question really has to do with what working  
16 with the allottees would entail, and in particular, does  
17 that include construction of new transmission, or what  
18 would Western envision as its efforts to secure  
19 transmission to the folks who seem to be having  
20 difficulty?

21 MS. PEEBLES: So, for instance, we would need  
22 to go out and try and contract with PG&E for WDT  
23 service, like we've done under this Marketing Plan.  
24 That's what I'm envisioning we would -- that's how we  
25 would assist allottees.

1 MR. KRUTH: Then I have a second question also  
2 from page 27439, section Roman numeral VII of the  
3 Western discusses the Pacific AC.

4 I was curious how much estimated surplus  
5 available transmission capacity in the 2025 and beyond  
6 time frame Western would envision might be available to  
7 customers?

8 MR. KAWAMURA: Well, currently, as you know,  
9 Western has a contract with the ISO and Pacific Gas &  
10 Electric Company.

11 Western does own one line and portions of the  
12 COTP, so this applies only to the Pacific AC portion.  
13 As it relates to the Pacific AC intertie portion of it,  
14 that contract with PG&E and the ISO terminates on  
15 December 31st, 2024.

16 We don't know what that contract, whether it's  
17 going to be extended or whether it's not going to be  
18 extended, we don't know what the ISO and PG&E are going  
19 to want to do with that.

20 So we can have anywhere from 400 we have today  
21 to potentially more. We just don't know at this point  
22 in time.

23 MR. KRUTH: Does Western have any schedule for  
24 when to make a decision on that -- the expiration of the  
25 PACI agreement?

1 MR. KAWAMURA: That will probably be at some  
2 point in the future. We don't know today.

3 MR. KRUTH: I think those are the main  
4 transmission questions I had.

5 Thank you.

6 MR. KAWAMURA: Are there additional questions?

7 Yes.

8 MS. PADILLA: Monica Padilla with the City of  
9 Palo Alto again.

10 In terms of developing the GPCP provisions, I  
11 understand from Maury's earlier question and your  
12 response, if that were to change, it would initiate a  
13 public comment period, and there will be discussions  
14 back and forth.

15 Can a customer initiate that process to revise  
16 a GPCP?

17 MR. KAWAMURA: Generally the process that  
18 Western goes through to revise GPCP, customers usually  
19 will bring up an issue as part of the GPCP and say, we  
20 have concerns with these provisions, and as part of  
21 that, it will go through various Western channels, and  
22 then if there is enough concerns about that provision,  
23 then Western will probably open up discussions with  
24 customers.

25 But that's how the process normally works.

1 It's not just Western making the decision. It's usually  
2 made in conjunction with the customers.

3 MS. PADILLA: And the timing of that process,  
4 is it a lengthy process?

5 My question is getting to, if we wanted to make  
6 sure that the GPCP that is tied to the base resource  
7 contract is satisfactory to us, should we start that  
8 process now?

9 MR. KAWAMURA: Probably should start it now.  
10 It can be a lengthy process.

11 MS. ANDERSON: But to clarify, it is all of  
12 Western. It wouldn't just be the Sierra Nevada region.

13 MS. PADILLA: Okay.

14 MR. KAWAMURA: Yes. Because the GPCP's are  
15 standard Western-wide provisions.

16 MS. PADILLA: And that's why it takes so long.

17 MR. KAWAMURA: And that's why it takes so long.

18 MS. ANDERSON: And I think that would also make  
19 a position of Western deciding if it will be a public  
20 process or not, or keep it the same. It wouldn't be an  
21 SNR decision.

22 MS. PADILLA: Western being the WAPA.

23 MS. ANDERSON: All of us. Mostly the  
24 administrator.

25 MS. PADILLA: Okay. Thank you.

1 MR. TAKEHARA: Hi. James Takehara,  
2 T-A-K-E-H-A-R-A, with Northern California Power Agency.

3 I just had a few clarifying questions.

4 Slide number 12, you mentioned an exchange  
5 program will be developed.

6 Timing for this, is that part of the Marketing  
7 Plan discussion? Where does that fit in?

8 MS. PEEBLES: I think that that's going to be  
9 outside of the Marketing Plan, but we'll discuss it with  
10 the customers as we go forward.

11 MR. TAKEHARA: Any idea on timing?

12 MS. PEEBLES: No, not really, but if you have  
13 ideas on the exchange program even today we are willing  
14 to hear those.

15 MR. TAKEHARA: Okay. All right. Thank you.

16 Now, as far -- slide 17, because that's where I  
17 wrote my question. There's not very much there.

18 It has to do with the custom product. I'm just  
19 curious, how do I as a customer go about knowing what  
20 kinds of custom products you have available today? How  
21 do I participate?

22 It's a question about transparency. How do I  
23 go about knowing what these things are so I know whether  
24 or not I want to participate?

25 MS. PEEBLES: You mean full load service,

1 variable resource service?

2 MR. TAKEHARA: And then you also do some other  
3 times where you're buying energy for people?

4 MS. PEEBLES: Today these are the only services  
5 we're offering, but we're saying, if you're looking for  
6 a specific service, we'd be happy to help you with that.

7 We don't have any ideas of what you're looking  
8 for, but we're willing to work with the customers.

9 Just like today, if you have a specific idea of  
10 a service you want us to provide to you, you can come to  
11 us and talk to us about it, and if we can help you out,  
12 we'd be happy to do that.

13 MR. TAKEHARA: Okay. Thank you.

14 Bringing up general power contract provisions,  
15 again, on slide 28.

16 Just -- there's a note there in the third  
17 bullet, part of the provision for the electric service  
18 contracts.

19 Just curious, do you also apply these in your  
20 custom product contracts as well?

21 MS. PEEBLES: Yes. They're pretty much  
22 attached to every contract we do.

23 MR. TAKEHARA: Okay. Thank you.

24 MR. KRUTH: Hi. I'm Maury Kruth again.

25 K-R-U-T-H. Couple more questions regarding your general

1 criteria in contract principles.

2 In the Federal Register on page 27437, Roman  
3 numeral V, and under section B, Western's proposing  
4 allocation percentage shall be subject to adjustment.

5 Just wondering if you could explain what would  
6 precipitate that, and what you envision, the adjustment  
7 up or down?

8 MS. PEEBLES: First of all, we're going to  
9 adjust you by one percent for the 2040 Resource Pool,  
10 and in addition if we find out that the power is being  
11 used for other reasons other than to serve your own  
12 load, we will reduce your allocation, or if your  
13 allocation was too low, we would reduce it.

14 MR. KRUTH: Will there be notification given to  
15 a customer first under those circumstances?

16 MS. PEEBLES: I think we always work with  
17 customers to find out what's going on and figure out if  
18 it's necessary to reduce it or if there's some other  
19 issues.

20 MR. KRUTH: And also down in the same section  
21 Roman numeral V, Article I, it says, contracts will  
22 include clauses specifying criteria the customers must  
23 on a continuous basis to remain eligible to receive  
24 electric service.

25 I was wondering if you could explain what the

1 concern was there, what you envision precipitate  
2 happening?

3 MS. PEEBLES: This is standard from our current  
4 plan as well, and I think we're looking at you're going  
5 to have to continue to provide IRP's.

6 What else would they have to --

7 MR. KAWAMURA: You'll have to continue to be a  
8 preference customer. For instance, if a preference  
9 customer gets purchased by an IOU, then you would not  
10 qualify anymore.

11 MR. KRUTH: Thank you.

12 MS. PADILLA: Monica Padilla with the City of  
13 Palo Alto.

14 In terms of the custom product, or the product  
15 that you would offer, one specific one I have a question  
16 about is scheduling coordination services.

17 How will the service be priced? Is that  
18 something we will know up front, or is that something  
19 that is a negotiated price?

20 MS. PEEBLES: Rates that are outside this plan.

21 MS. PADILLA: Oh, so the rates for scheduling  
22 coordination services will be outside the plan?

23 MS. PEEBLES: Yes, they will be. We've never  
24 put rates forward in a marketing plan before. Those  
25 will be determined, obviously, at a cost-based rate.

1           That's all I can say in the future.

2           MS. PADILLA: Okay. And then will this  
3 contract also have the ability to assign it to another  
4 agency for administration?

5           I don't know if that's the right term for right  
6 now because Palo Alto has signed its share to NCPA.

7           Would that also continue in the next base  
8 resource contract?

9           MR. KAWAMURA: Generally the way assignments  
10 work is they have to be approved by Western's  
11 administrator, so we can't give guarantee whether  
12 assignments will be accepted or if they won't be  
13 accepted.

14           They have to be requested by the customer, and  
15 then it will go to Western's administrator for approval.

16           MS. PADILLA: Okay. Thank you.

17           MR. KAWAMURA: Additional questions?

18           MR. KRUTH: Maury Kruth again for NCPA.

19           One more question on GPCP's, just to make sure  
20 I understand it correctly.

21           From a customer perspective, subject to the  
22 schedule being adjusted, existing customers will be most  
23 likely 98 percent base resource offer, I'm going to say  
24 late 2019.

25           Just what I'm struggling with is when that same

1 customer would see the new GPCP's, and would those new  
2 GPCP's look the same as what an existing customer sees  
3 right now, in particular worrying about the termination  
4 provisions and when those might change materially, so if  
5 you can help me understand your -- your thinking on  
6 that.

7 MR. KAWAMURA: Well, what you'll normally see  
8 is when you get the offer, you will be get a copy of the  
9 contract. You'll also get a copy of the current GPCP's  
10 that will be attached to that contract, and so you'll  
11 see the whole package at that point in time.

12 MR. KRUTH: From the customer decision  
13 perspective, like Monica was saying, somewhere, say, in  
14 2019 when she would have a package that would go to her  
15 decision-makers for approval, and it would incorporate  
16 at that point the actual GPCP's that will become  
17 integrated into the agreement.

18 Is that a correct understanding?

19 MR. KAWAMURA: Yeah. That is correct.

20 And then normally if we change the GPCP's, then  
21 they'll be sent out to the customers, and if they don't  
22 want those new GPCP's, they -- the contracts will  
23 specify a specific date for the applicable GPCP's in the  
24 contract.

25 If there are additional GPCP changes, then

1 those would be done through an amendment.

2 MR. KRUTH: So in, say, the year 2035, Western  
3 promulgated additional new GPCP's, as a customer, would  
4 I then have the right to not accept those?

5 MR. KAWAMURA: That is correct.

6 MR. KRUTH: Okay. Thank you.

7 MR. KAWAMURA: Are there any additional  
8 questions?

9 MS. PADILLA: Sorry. Okay.

10 So the current GPCP's do not include --

11 Sorry. Monica Padilla, City of Palo Alto -- do  
12 not include credit provisions and then right now in the  
13 termination of all provisions, how are you going to  
14 incorporate those into the -- how are you going to  
15 reference them in a new base resource contract?

16 MR. KAWAMURA: I believe the current -- and let  
17 me check on that, but I believe the current GPCP's do  
18 have a provision for credit worthiness in there.

19 Let me check on that.

20 MS. PADILLA: But they're not the same as the  
21 credit provisions that were distributed a couple years  
22 ago to customers?

23 MS. HAAS: That would be a separate attachment.  
24 Just like the general power contract provisions. There  
25 will be another set of creditworthiness procedures that

1 will be attached to the contract.

2           So you'll have GPCP's attached, and you'll have  
3 creditworthiness provisions attached.

4           MS. PADILLA: Okay. So then -- just because  
5 we're on this topic again, if we wanted to change the  
6 GPCP, given it's an instrumental task, and we started  
7 this year, our main thing that we want to look at is the  
8 termination provision and how to clarify it so it's very  
9 transparent what our options are to terminate.

10           So if we start that process now, would it be  
11 done in three years so that we could attach it to this  
12 base resource contract?

13           MR. KAWAMURA: I really can't say how long that  
14 process will take, but if you do want to start it now,  
15 now will be time to start it.

16           MS. PADILLA: How do I start that process?

17           MR. KAWAMURA: Probably want to talk to Sonja  
18 and raise the concerns and then say, here are the  
19 specific concerns I have about the GPCP's, and then she  
20 can bring it up to the other managers and then have  
21 those discussions.

22           MS. PADILLA: Okay. Thank you.

23           MR. KAWAMURA: Making more work for you, Sonja.

24           MS. ANDERSON: I was just going to say, I have  
25 already brought her concerns up.

1 MR. KAWAMURA: Additional questions.

2 MR. TEN-PAS: Brent Ten-Pas, T-E-N-P-A-S, with  
3 Northern California Power Agency.

4 Just to follow up on what Monica was talking  
5 about as far as termination.

6 I hear two potential paths. One would be to  
7 amend the GPCP Western-wide to address the termination  
8 and get -- I think one of the -- the key issues  
9 clarifying language on whether or not a rate extension  
10 would allow a preference customer to have an off-ramp in  
11 the contract, and the other option would be to have that  
12 clarified within the contract language.

13 Is that correct?

14 MR. KAWAMURA: The --

15 MR. TEN-PAS: If it's not addressed in the  
16 GPCP, you can address it in the contract, clarifying  
17 rate extension as an off-ramp?

18 MR. KAWAMURA: So the termination provisions  
19 are contained in the GPCP's, and those are standard  
20 Western-wide. And they aren't contained in the specific  
21 contract, except through reference to the GPCP.

22 Does that make sense?

23 MR. TEN-PAS: Yeah. I guess my question is:  
24 Could you address it in the contract?

25 What I'm hearing you say, no, you cannot.

1           MR. KAWAMURA: That is -- that is the proposal  
2 is that the GPCP's will handle the termination.

3           MR. TAKEHARA: James Takehara.

4           Just a question came to mind based on one of  
5 your responses to Monica that has to do with the  
6 external credit provisions.

7           What's the -- I guess the main concern is will  
8 we have the same contract protections against changes to  
9 that language as we would enjoy under your proposal for  
10 the GPCP?

11           In other words, will base resource contracts --  
12 do you anticipate base resource contract referring to a  
13 specific date version of an external credit criteria?

14           MS. HAAS: I believe that will be the correct  
15 answer, that it will be dated the same as GPCPs, so  
16 whatever you're under at that point is what you would  
17 continue to be under.

18           MR. TAKEHARA: Would you like time to verify  
19 that?

20           MS. HAAS: I don't know at this point because  
21 we have not revised them yet, but we may be going  
22 through a process to revise them.

23           And so my understanding in talking with the  
24 other contract managers is that will be our  
25 understanding, but it hasn't been confirmed with Legal.

1 I think that's probably where the question would lie is,  
2 you know, would that be the proposal?

3 MR. KAWAMURA: And that's something that we  
4 will check up on and get back to you on.

5 MR. TAKEHARA: Is that a Western-wide document  
6 as well?

7 MR. KAWAMURA: It is a Western-wide document.

8 MR. TAKEHARA: Is that subject to change  
9 through customer-driven process as well?

10 MR. KAWAMURA: That's correct.

11 MR. TAKEHARA: Okay. Great. Thank you.

12 MR. KRUTH: Maury Kruth again with NCPA.

13 One more question back on GPCP's.

14 The question I have, I understand the GPCP  
15 termination route, but my question, I guess, basically  
16 for Koji is: Would the administrator also have the  
17 authority, if they so choose, to include those  
18 termination provisions, even if they were the same as  
19 GPCP in the actual agreement, in the actual contract?

20 MR. KAWAMURA: So you're asking whether the  
21 administrator in his discretion could add or revise a  
22 termination provision to a contract given that's  
23 different than the other regions?

24 MR. KRUTH: Correct.

25 MR. KAWAMURA: The administrator can do -- has

1 wide discretion, so if the administrator so chooses to  
2 have SNR contracts different than other region's  
3 contracts, that's is a decision the administrator can  
4 make.

5 Is that the question?

6 MR. KRUTH: That's my question.

7 MR. KAWAMURA: Any additional questions?

8 All right. Seeing no more questions, I do  
9 appreciate all participation as part of this process. I  
10 think it's very helpful for Western to get a better  
11 understanding of customers' concerns in the process.

12 Again, you do have time for comments, and we  
13 encourage everyone to provide comments. I heard a lot  
14 of discussions today on the GPCP's, on termination, on  
15 creditworthiness, so if you want to provide comments on  
16 those types of issues, that will be greatly appreciated.

17 The comments are due August 4th by 5:00 p.m.,  
18 so make sure that you get them in. There will be a  
19 Public Comment Forum on July 12th here at Lake Natoma  
20 Inn.

21 And so you can provide comments at any time  
22 prior to August 4th, or you can provide them at  
23 July 12th, and so we look forward to hearing your  
24 comments.

25 And, again, the more comments you can provide,

1 the better feedback that we can have from you, and the  
2 better we can make this Marketing Plan.

3 The comments should be addressed to the  
4 2025propplan@wapa.gov. That's 2025, P-R-O-P-P-L-A-N, at  
5 W-A-P-A, dot, G-O-V, or you can mail them to Sonja  
6 Anderson at 114 Parkshore Drive, Folsom, California,  
7 95630.

8 And, again, we are in the formal process, and  
9 so we will address questions. If you can provide your  
10 questions and comments in writing with your questions,  
11 we will provide written responses to those questions and  
12 post them on the website.

13 We thank everyone for attending.

14 We can go off the record now, and thanks.

15 (Meeting concluded at 2:02 p.m.)

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REPORTER'S CERTIFICATE

I, CATHERINE D. LAPLANTE, a Certified Shorthand Reporter for the State of California, do hereby certify:

That I am a disinterested person herein; that the foregoing meeting was reported in shorthand by me, CATHERINE D. LAPLANTE, a Certified Shorthand Reporter of the State of California, and thereafter transcribed into typewriting; that the foregoing was transcribed to the best of my ability.

IN WITNESS WHEREOF, I hereby certify this transcript at my office in the County of Placer, State of California, this 22nd day of June, 2016.

*Catherine D. Laplante*

CATHERINE D. LAPLANTE, CSR #10140



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