

DOCKETED

Docket Number:	21-TPG-01
Project Title:	Roseville Energy Park Temporary Power Generators
TN #:	260105
Document Title:	REQUEST FOR THE CHANGE OF OWNERSHIP FOR ROSEVILLE STATE POWER AUGMENTATION POWER SITE (RSPAPS)
Description:	CHANGE OF OWNERSHIP REQUEST - ROSEVILLE STATE POWER AUGMENTATION POWER SITE (RSPAPS)
Filer:	Anwar Ali
Organization:	California Energy Commission
Submitter Role:	Commission Staff
Submission Date:	11/15/2024 4:18:54 PM
Docketed Date:	11/15/2024



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

November 7, 2024

Anwar Ali, Compliance Project Manager
California Energy Commission
Siting, Transmission and Environmental Protection Division
Safety and Reliability Branch
Compliance Monitoring and Enforcement Unit
715 P Street
Sacramento, California 95814

Dear Mr. Ali,

On September 2, 2021, Roseville Electric, on behalf of the City of Roseville, submitted a self-certification application to the California Energy Commission (CEC) seeking a license to temporarily install and operate two 30 MW General Electric (GE) TM2500-G4 gas turbine package units. These units were to be located near the southeast corner of the Roseville Energy Park site, along Phillip Road in Roseville.

On September 8, 2021, the CEC Executive Director issued a license to Roseville Electric, authorizing the operation of the emergency power generators at this location for up to five years.

On November 1, 2024, the City of Roseville officially took ownership of the two gas turbine units and associated equipment. Roseville Electric has also initiated the process to include these units under its existing Roseville Energy Park license (#03-AFC-1) through amending that license via the CEC's Petition to Amend process.

For additional information or questions, please contact Julie Manfredi, Compliance Officer, at (916) 774-5674 or via email at jmanfredi@roseville.ca.us.

We appreciate the support of the CEC in helping to ensure the continued safe and efficient delivery of energy in California.

Sincerely,

Daniel Beans
Electric Utility Director and C.E.O.


Daniel Beans (Nov 7, 2024 13:59 PST)

Cc: Pamela Doughman, PhD

PETITION FOR CHANGE IN OWNERSHIP

Docket No. 21-TPG-01

In the Matter of: Roseville State Power Augmentation Power Site

The City of Roseville hereby petitions the California Energy Commission (CEC) for approval of a change of ownership for the Roseville State Power Augmentation Power Site, Docket No. 21-TPG-01.

The change of ownership reflects the transfer of the Project's assets and ownership from the California Department of Water Resources to the City of Roseville, effective November 1, 2024.

In response to CCR, Title 20, Section 1769(b)(1)(A), the City of Roseville states that a change of ownership from the California Department of Water Resources to the City of Roseville occurred November 1, 2024. Roseville is the operator and owner of the Roseville State Power Augmentation Power Site.

In response to CCR, Title 20 Section 1769(b)(1)(B), the City of Roseville will be responsible for compliance with the CEC's conditions of certification for the Project.

In response to CCR, Title 20, Section 1769(b)(1)(C), as the owner and operator of the Project, the City of Roseville understands the Project's conditions of certification and agrees to comply with them. As the Chief Executive Officer and Electric Utility Director, I hereby attest, under penalty of perjury, under the laws of the State of California, that the contents of this petition are truthful and accurate to the best of my knowledge and belief.

11/14/2024

Dated: _____



Daniel Beans (Nov 14, 2024 18:24 EST)

Daniel Beans
Roseville Electric Utility
Chief Executive Officer and Director

ASSET TRANSFER AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE
CALIFORNIA DEPARTMENT OF WATER RESOURCES

THIS AGREEMENT (ATA) is made and entered into this 05 day of November, 2024, by and between the City of Roseville, a municipal corporation (“Roseville” or “Owner”), and the California Department of Water Resources (“CDWR”). Referred to as “Party” or “Parties.”

RECITALS

WHEREAS, on July 30, 2021, the Governor of the State of California proclaimed a state of emergency due to the accelerating and compounding effects of continuing wildfires, ongoing drought, and extreme heat conditions caused by climate change, which have resulted in an additional projected energy supply shortage of up to 3,500 megawatts during the afternoon-evening “net-peak” period of high power demand on days when there are extreme weather conditions. The proclamation directed CDWR to enter into contracts for the procurement of materials, goods and services necessary for projects likely to be online by October 31, 2021, that would expand energy supply and storage to respond to these projected energy supply shortages;

WHEREAS, pursuant to the emergency proclamation, Roseville and CDWR entered into three agreements, including the Site Use and Installation Agreement (Site Agreement, as amended), under the State Power Augmentation Program (“Program”) to site, install, and interconnect, and then subsequently operate and maintain, two General Electric TM2500 combustion turbine generators with selective catalytic reduction systems and their associated equipment (the “Units”) initially through the end of 2023. Since installation, the Units have been used to provide additional energy to California’s electric grid during grid emergency events;

WHEREAS, the original Site Agreement was subsequently amended with its Term extended to facilitate Roseville’s application to and acceptance into the California Energy Commission’s (“CEC”) Distributed Electricity Backup Assets (“DEBA”) program for the benefit of the California electric grid during grid emergencies;

WHEREAS, Roseville has satisfied its obligations related to “Option 1” in the First Amended and Restated Site Agreement;

WHEREAS, the Site Agreement was amended a second time through the Second Amended Site Use and Installation Agreement to, *inter alia*, specify that title transfer to the Units under terms of the Site Agreement would occur effective November 1, 2024, and certain associated responsibilities and liability, as specified therein, would transfer from CDWR to Roseville; and

WHEREAS, DWR is transferring title to the Units, as fully defined and inventoried in Exhibit 1 to, to Roseville in accordance with the terms and conditions of this Asset Transfer Agreement and the Site Agreement, as amended.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Transfer. Effective November 1, 2024, CDWR hereby transfers to Roseville title to the Units in exchange for the consideration identified in section 2 below. Roseville agrees to

accept the Units, subject to the terms and conditions of this ATA and the Site Agreement, which is incorporated by reference herein. The Units shall be sold and accepted "AS IS" with no warranties, express or implied, of any kind whatsoever, including any warranties as may be implied at law.

- a. Intellectual Property. The transfer set forth above encompasses all tangible assets associated with the Units. Roseville understands and acknowledges that CDWR owns other TM2500 units with selective catalytic reduction systems (SCRs) that are operated for CDWR by a third-party. CDWR agrees to transfer and Roseville agrees to accept a perpetual and permanent use license to any intellectual property owned by CDWR associated with the Units and specifically the SCRs.
2. Consideration. The Parties agree that the consideration for this ATA shall be as specified in the Site Agreement (hereinafter "Consideration").
3. Documenting Transfer of Ownership. Any reporting or documentation of ownership transfer for regulatory or taxation purposes shall be as specified in the Site Agreement, specifically the Second Amendment.
4. Delivery and Transfer of Units. The delivery and transfer of the Units shall occur at midnight on November 1, 2024 in Roseville, California. The Units are located on land owned by Roseville and have been operated and maintained by Roseville. Therefore, there are no physical items for CDWR to provide to Roseville other than documentation associated with the transfer listed in Exhibit 2. The complete list of tangible assets is provided in Exhibit 1. CDWR will provide documentation by electronic file transfer or other means acceptable to both Parties as provided in Exhibit 2 that pertains or relates to the Units. The Units shall be transferred free of any liens or encumbrances.
5. Title/Risk of Loss. Title, ownership, and risk of loss or damage for the Units shall transfer from CDWR to Roseville at midnight on November 1, 2024. After physical transfer of the Units, Roseville shall be solely responsible for all maintenance and operation of the Units, including but not limited to maintenance costs, insurance, and all items specified in the Site Agreement.
6. No Warranties or Right of Return. Roseville agrees that CDWR does not warrant the Units in any way, express or implied. Roseville also agrees that it has no right to return the Units. Any dispute as to the Units condition or similar will first be resolved using the dispute resolution provision in the Site Agreement.
7. Indemnity. Shall be as provided in the Site Agreement, as amended (specifically the Second Amendment).
8. Compliance with Laws. The parties acknowledges that the Units may be subject to certain state and federal laws and regulations and agree to strict compliance with all applicable laws and regulations.

9. Venue; Governing Law. Any legal action arising out of this ATA shall be brought in Sacramento County, California, regardless of where else venue may lie. This ATA shall be governed by and construed in accordance with the laws of the State of California.
10. Modification. This ATA and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the Parties.
11. Severability. If any of the provisions contained in this ATA are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the ATA as a whole.
12. Entire Agreement. This ATA, including the incorporated Site Agreement, as amended, contains the entire agreement between Roseville and CDWR in connection with the transaction contemplated hereby and the subject matter hereof and this ATA supersedes and replaces any and all prior and contemporaneous agreements, understandings, and communications between the parties, whether oral or written, with regard to the subject matter hereof or any course of dealing, course of performance, or usage of the trade. The Parties acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this ATA. Should any term in this ATA be deemed to be unenforceable, that term shall be removed without impact to all remaining terms.

[Signature page follows]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this agreement in duplicate and the California Department of Water Resources has caused this agreement to be duly executed.

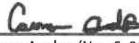
CITY OF ROSEVILLE, a
municipal corporation

CALIFORNIA DEPARTMENT OF
WATER RESOURCES

BY: 
DOMINICK CASEY
City Manager

BY: 
DELPHINE HOU
Deputy Director, Statewide
Energy Office

ATTEST:

By: 
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: 
MICHELLE SHEIDENBERGER
City Attorney

BY: 
COLIN A. WOOD
Attorney IV

APPROVED AS TO

SUBSTANCE: BY: 
DAN BEANS
Electric Utility Director