



March 17, 2020

City of Arts & Innovation

California Energy Commission
EPS Compliance
1516 Ninth Street
Sacramento, CA 95814-512
Attention: Compliance Filing

Re: EPS Compliance Filing for Roseburg SB 859 Biomass Project

Dear Sir or Madam:

Please be advised that on March 17, 2020, the City Council of the City of Riverside ("Riverside"), at a noticed public meeting, approved and authorized execution and delivery of a SB 859 Purchase Agreement ("Agreement") between Riverside and Roseburg Forest Products Co. ("Seller") for 0.4928 MW of capacity associated with an existing biomass-fueled generation station located in or near Weed, California ("Project").

Riverside entered into the Agreement on March 17, 2020 to fulfill the mandate imposed upon it pursuant to Public Utilities Code § 399.20.3, as enacted in 2016 by adoption of Senate Bill 859 (the "SB 859 Mandate"). Four additional parties – the Sacramento Municipal Utilities District ("SMUD"), the Modesto Irrigation District ("MID"), the Turlock Irrigation District ("TID"), and the Southern California Public Power Authority ("SCPPA") – are also off-takers from the Project but take their shares directly from the facility owner. SCPPA entered into the Agreement for the Project on behalf of three of its Members – the City of Los Angeles, the City of Anaheim, and the Imperial Irrigation District ("Participating Members"). The entitlement shares of Riverside, SMUD, MID, TID, and the Participating Members are shown in Attachment A.

This compliance filing is made pursuant to the Commission's Emission Performance Standard("EPS") regulations (20 CCR. § 2900 et seq.).

Additional information about the Project is shown on Attachment A. Attachment B includes the Agenda Report presented to the Riverside City Council at its March 17, 2020 meeting. Attachment C is the attestation required by 20 CCR § 2909.

Riverside respectfully requests that the Commission determine that the covered procurement that is the subject of this filing is compliant with the Commission's EPS regulations.

Sincerely

Daniel E. Garcia
Deputy General Manager
Riverside Public Utilities

Roseburg SB 859 Biomass Project

Facility Information for SB 1368 Compliance Filing

- **NAME OF UTILITIES:** The City of Riverside ("Riverside") has acquired a share of the Roseburg SB 859 Biomass Project along with four additional parties – the Sacramento Municipal Utilities District ("SMUD"), the Modesto Irrigation District ("MID"), the Turlock Irrigation District ("TID"), and the Southern California Public Power Authority ("SCPPA"). SCPPA entered into its Agreement for the Project on behalf of three of its Members – the City of Los Angeles, the City of Anaheim, and the Imperial Irrigation District ("Participating Members"). The entitlement shares of Riverside, SMUD, MID, TID, and the Participating Members are shown in the following chart:

Name of Agency	Capacity (MW)	% of Total Capacity
City of Anaheim	0.4928	4.48%
Imperial Irrigation District	0.9108	8.28%
City of Los Angeles	5.4241	49.31%
City of Riverside	0.4928	4.48%
SMUD	2.5795	23.45%
MID	0.6072	5.52%
TID	0.4928	4.48%
TOTAL	11	100.00%

This filing is made by Riverside for its own account. SMUD, MID, TID and SCPPA have filed or will file their own Compliance Filings with the Commission.

- **CONTRACT DATE:**
- **NAME OF COUNTERPARTY:** Roseburg Forest Products Co.
- **NAME OF FACILITY:** Weed Cogeneration Plant
- **LOCATION OF FACILITY:** 98 Mill Street, Weed, CA 96094
- **TECHNOLOGY/FUEL:** Biomass
- **NAMEPLATE CAPACITY OF FACILITY:** 13.4 MW

- PRODUCT DESCRIPTION: 0.4928 MW of capacity in which the Seller will burn SB 859-compliant Tier 2 and Tier 1 high hazard fuel.
- SUBSTITUTE ENERGY ALLOWED: No
- DELIVERY START DATE: June 1, 2020 (expected date of Commercial Operation)
- DELIVERY END DATE: The fifth anniversary of the Commercial Operation Date
- FURTHER DESCRIPTION OF TECHNOLOGY, IF NECESSARY: None
- FURTHER DESCRIPTION OF FACILITY OUTPUT PROFILE, IF NECESSARY: None
- DESCRIPTION OF CONTRACT TERMS RELATED TO THE PROVISION OF SUBSTITUTE ENERGY, IF NECESSARY: None
- DESCRIPTION OF OTHER RELEVANT INFORMATION AND CONTRACT TERMS:

While the nameplate capacity of the Project facility is 13.4 MW, Riverside and the other parties to the Agreement (that is, SMUD, MID, TID, and SCPPA) are procuring a total of just 11 MW. Riverside's contracted amount is 0.4928 MW, all of which is delivered to Riverside.

The transaction involves acquisition of capacity only and the Seller's commitment to burn SB 859-compliant Tier 1 and Tier 2 biomass fuels during plant operation. Electric output of the facility is sold to PacifiCorp under a QF contract.

As a biomass-fueled facility, the Weed Cogeneration station is "determined to be compliant" with the Commission's EPS regulations pursuant to 20 CCR § 2903(b)(2). Riverside respectfully requests that the Commission make a finding to that effect in its decision in this matter.

Attachment C

CALIFORNIA ENERGY COMMISSION
EMISSION PERFORMANCE STANDARD COMPLIANCE FILING
COMPLIANCE FILING ATTESTATION

I, the official named below, certify under penalty of perjury, the following:

1. I am an agent of the City of Riverside authorized by its governing board to sign this attestation on its behalf. (Capitalized terms used herein have the meanings given in the cover letter submitted herewith.)
2. The City of Riverside has reviewed and approved in public meetings both the covered procurement (on March 17, 2020) and the compliance filing described above (on March 17, 2020).
3. Based on the City of Riverside's knowledge, information, and belief, the compliance filing does not contain a material misstatement or omission of fact;
4. Based on the City of Riverside's knowledge, information, or belief, the covered procurement complies with Title 20, Division 2, Chapter 11, Article 1 of the California Code of Regulations; and
5. While the Agreement does not contain the contractual terms specified in 20 CCR § 2909(a)(4), it does contain a warranty by the Seller that the Project is and will remain EPS Compliant for the duration of the Agreement and provides the City of Riverside with a right to terminate the Agreement in the event of a breach of said warranty.

Executed this ___ day of March 2020, at Riverside, California.

Al Zelinka
City Manager
City of Riverside

APPROVED AS TO FORM:

BY: James Ulrey
ASSISTANT CITY ATTORNEY