

Contract 20-SNR-02XXX

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 1  
(Pacific Alternating Current Intertie Service)

CONTRACT FOR ELECTRIC SERVICE  
BASE RESOURCE

WITH

CUSTOMER

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 1  
(Pacific Alternating Current Intertie Service)

CONTRACT FOR ELECTRIC SERVICE  
BASE RESOURCE  
WITH

CUSTOMER

<u>Section</u>	<u>Table of Contents</u>	<u>Page</u>
1.	Preamble .....	1
2.	Explanatory Recitals .....	1
3.	Agreement .....	3
4.	Term of Amendment .....	3
5.	Modification of Section 8 (Delivery Arrangements) to the Primary Contract .....	3
6.	Execution by Counterparts .....	6
7.	Electricronic Signatures .....	7

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 1  
(Pacific Alternating Current Intertie Service)

CONTRACT FOR ELECTRIC SERVICE  
BASE RESOURCE  
WITH

CUSTOMER

1. **PREAMBLE:**

This Contract Amendment is made this \_\_\_\_\_, between the UNITED STATES OF AMERICA, acting by and through, DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION (WAPA) and the CUSTOMER, also hereinafter referred to individually as Party and together as Parties, as part of Contract 20-SNR-02XXX (Primary Contract) pursuant to the same authorities as the Primary Contract, and subject to all of the provisions of the Primary Contract, except as herein amended.

2. **EXPLANATORY RECITALS:**

2.1 WAPA markets the surplus generation from, and operates a high-voltage transmission system as a part of, the Central Valley Project (CVP).

2.2 WAPA and the U.S. Department of the Interior, Bureau of Reclamation (Reclamation), have agreed to work together to efficiently serve Project Use and Preference Customer loads.

///

1 2.3 On August 15, 2017, WAPA's final 2025 Power Marketing Plan (Marketing  
2 Plan) was published in the Federal Register (82 FR 38675). The Marketing Plan  
3 sets forth how WAPA's Sierra Nevada Region will market the power generated  
4 from the CVP and Washoe Project.

5  
6 2.4 The Marketing Plan provides that starting on January 1, 2025, WAPA will  
7 provide 98 percent of available CVP power to its existing Customers. Existing  
8 Customers will have the right to extend 98 percent of their current Base  
9 Resource percentage as provided in the Marketing Plan and under the terms and  
10 conditions of this Contract.

11  
12 2.5 CUSTOMER desires to purchase and WAPA is willing to provide a  
13 percentage of the Base Resource consistent with the Marketing Plan and the  
14 terms and conditions of this Contract.

15  
16 2.6 Under the Marketing Plan, WAPA requires that its Customers schedule  
17 power in accordance with applicable operating requirements, including those of  
18 the balancing authority area operator and WAPA's sub-balancing authority area  
19 requirements.

20  
21 2.7 WAPA markets power to Federal Preference Customers at the lowest  
22 possible rates consistent with sound business principles pursuant to Section 1.1  
23 of Delegation Order 00-037.00B.

24  
25 2.8 WAPA, Pacific Gas and Electric Company (PG&E), and California  
26 Independent System Operator (CAISO) agreed WAPA would receive 200  
27 megawatts (MW) transmission capability between Malin, Round Mountain,  
28 Cottonwood, or Tracy Substations and PG&E Default Load Aggregation Point

1 (DLAP) in the CAISO balancing authority area under the extended Transmission  
2 Exchange Agreement, Contract 04-SNR-00788.

3  
4 2.9 WAPA desires to use the transmission capability described in Section 2.8  
5 to provide Base Resource to its customers located within the CAISO balancing  
6 authority area.

7  
8 2.10 The Parties desire to amend the Primary Contract to reflect a new delivery  
9 point.

10  
11 3. **AGREEMENT:**

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

13  
14 4. **TERM OF AMENDMENT:**

15 This Amendment shall become effective the first day of the month following execution  
16 by WAPA; and shall remain in effect until terminated by WAPA or CUSTOMER by  
17 providing sixty (60) days advance written notice or December 31, 2025, whichever  
18 occurs first.

19  
20 5. **MODIFICATION OF SECTION 8 (DELIVERY ARRANGEMENTS) TO THE**  
21 **PRIMARY CONTRACT:**

22 Section 8 is hereby modified as follows:

23 8.1 WAPA will make the amount of CUSTOMER's Base Resource described  
24 in Exhibit A available at PG&E DLAP and the remaining amount of  
25 CUSTOMER's Base Resource available at the generator bus or such other  
26 delivery point(s) on the CVP transmission system as the Parties will mutually  
27 agree, as specified in Exhibit A. WAPA reserves Network Integration  
28 Transmission Service for the delivery of Base Resource on the CVP transmission

1 system under its Open Access Transmission Tariff (OATT). The rates and terms  
2 of this service shall be in accordance with WAPA's then-current rate schedule  
3 and OATT.  
4

5 **6. EXECUTION BY COUNTERPARTS:**

6 This Contract may be executed in any number of counterparts and, upon execution and  
7 delivery by each Party, the executed and delivered counterparts together shall have the  
8 same force and effect as an original instrument as if all Parties had signed the same  
9 instrument. Any signature page of this Contract may be detached by any counterpart of  
10 the Contract without impairing the legal effect of any signatures thereon, and may be  
11 attached to another counterpart of this Contract identical in form hereto, by having  
12 attached to it one or more signature pages.  
13

14 **7. ELECTRONIC SIGNATURES:**

15 The Parties agree that this Contract may be executed by handwritten signature or  
16 digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital  
17 signature is the same as a handwritten signature and shall be considered valid and  
18 acceptable.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed the day and year first above written.

CUSTOMER

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Title: \_\_\_\_\_

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_  
Arun K. Sethi  
Title: Vice President of Power Marketing  
for Sierra Nevada Region  
Address: 114 Parkshore Drive  
Folsom, CA 95630-4710

EXHIBIT A  
(Base Resource Percentage and Point(s) of Delivery)

1. This Exhibit A, Revision 1, to be effective under and as part of Contract 20-SNR-02XXX (Contract), shall become effective coincident with Amendment 1; and shall remain in effect until either superseded by another Exhibit A or termination of the Amendment.
2. Pursuant to the Marketing Plan, CUSTOMER's extended Base Resource percentage is\_\_\_\_\_.
3. CUSTOMER's Base Resource percentage may be adjusted by WAPA as specified in the Contract.
4. CUSTOMER's Base Resource percentage will be adjusted effective January 1, 2040, in accordance with the Marketing Plan, to establish the 2040 Resource Pool for new power allocations.
5. WAPA shall provide up to \_\_\_ megawatts (MW) of Base Resource for all hours during the term of this Exhibit A, Revision 1, at the PG&E DLAP.
  - 5.1. CUSTOMER shall pay for \_\_\_ MW of transmission service to the PG&E DLAP based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor.
6. The point(s) of delivery on the CVP transmission system for CUSTOMER's remaining Base Resource shall be either WAPA's Tracy 230-kV or Tracy 500-kV or Cottonwood 230-kV Substations, or as requested by CUSTOMER and approved by WAPA.
7. All power deliveries provided under this Contract shall be adjusted for the applicable transformation and transmission losses on the 230-kV system. Additional transformation and/or transmission losses shall be applied to deliveries at other than the 230-kV level.