



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving Amendment No. 1 to Amended and Restated Project Agreement No. 5 Between and Among the Transmission Agency of Northern California and its Participating Members and Authorizing Execution by the City Manager

MEETING DATE: February 6, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving Amendment No. 1 to Amended and Restated Project Agreement No. 5 Between and Among the Transmission Agency of Northern California and its Participating Members and Authorizing Execution by the City Manager.

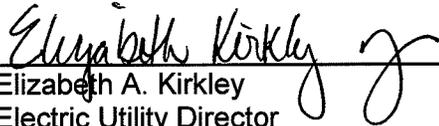
BACKGROUND INFORMATION: The City of Lodi is a participant in the California-Oregon Transmission Project (COTP) through agreements with the Transmission Agency of Northern California (TANC). COTP is a 500 kV transmission line that runs from southern Oregon to central California which has provided access to power markets in the Pacific Northwest since 1993.

Project Agreement No. 5 provides for short term marketing of COTP transmission when that transmission is not being used by the participant who owns that transmission. This marketing resulted in revenues of \$3,287,540 for the first seven months of 2012, with Lodi's share being \$34,500. The present agreement limits sales to periods of less than a year. The participants believe that extending sales periods up to and including one full year will increase these sales.

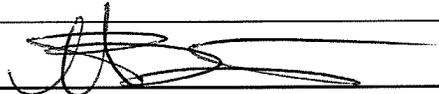
This change is made by simply changing Section 14 of the Agreement by replacing the words "less than" with the words "up to". Staff recommends approval of this amendment.

FISCAL IMPACT: Additional transmissions sales may be realized resulting in increased revenue.

FUNDING AVAILABLE: Not applicable.


Elizabeth A. Kirkley
Electric Utility Director

EAK/MF/lst

APPROVED: 
Konradt Bartlam, City Manager

AMENDMENT NO. 1
TO
AMENDED AND RESTATED PROJECT AGREEMENT NO. 5
BETWEEN AND AMONG
THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA
AND ITS PARTICIPATING MEMBERS

This Amendment No. 1 to Amended and Restated Project Agreement No. 5 (“Agreement”), by and among the Transmission Agency of Northern California, hereinafter referred to as “TANC,” and its Members the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah; the Modesto Irrigation District; the Turlock Irrigation District; and the Plumas-Sierra Rural Electric Cooperative, hereinafter referred to as “Participating Members,” is hereby made and entered into as of _____, 2012, based upon the following:

RECITALS

WHEREAS

- A. On August 23, 2004, and as amended and restated effective May 1, 2006, TANC and its Participating Members entered into the Agreement.
- B. The Sacramento Municipal Utility District subscribed to the Agreement, as a Non-Participating Member.
- C. The Agreement enhances transmission availability in California by making the Participating Members' unused and unencumbered Transfer Capability available for use by other entities in an open and efficient manner for a period of less than one (1) year and in accordance with the TANC Open Access Transmission Tariff.
- D. TANC desires to further enhance transmission availability in California

by making the Participating Members' unused and unencumbered Transfer Capability available for use by other entities in an open and efficient manner for a period of up to one (1) year in accordance with the TANC Open Access Transmission Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Amendment No. 1 to the Agreement, TANC and its Participating Members hereby **AGREE**, as follows:

Section 1. Section 14 of the Agreement is amended by replacing the words "less than" with the words "up to".

Section 2. Except as amended in this Amendment No. 1, there are no other changes in the Agreement and the Agreement remains in full force and effect.

Section 3. This Amendment No. 1 may be executed in several counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute a single agreement.

Section 4. This Amendment No. 1 shall take effect as of the date of the signature of the last of TANC or its Participating Members to subscribe hereto.

WHEREFORE, TANC and its Participating Members each represent and warranty to each other that the signatures subscribed below evidence that the party for whom the signature has been subscribed is duly authorized, with all necessary power and authority, to execute and deliver this Amendment No. 1.

PARTICIPATING MEMBERS

CITY OF ALAMEDA

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HEALDSBURG

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LODI

By: _____
Name: _____
Title: _____
Date: _____



CITY OF LOMPOC

By: _____
Name: _____
Title: _____
Date: _____

CITY OF PALO ALTO

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ROSEVILLE

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SANTA CLARA

By: _____
Name: _____
Title: _____
Date: _____

CITY OF UKIAH

By: _____
Name: _____
Title: _____
Date: _____

MODESTO IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

TURLOCK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By: _____
Name: _____
Title: _____
Date: _____

TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

NON-PARTICIPATING MEMBER

SACRAMENTO MUNICIPAL UTILITY
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

**TRANSMISSION AGENCY OF NORTHERN CALIFORNIA
AMENDED AND RESTATED PROJECT AGREEMENT NO. 5
FOR THE PARTICIPATION IN THE WESTTRANS OASIS**

PREAMBLE

This Project Agreement No. 5 (“Agreement”) originally entered into as of August 23, 2004, and amended and restated effective as of May 1, 2006, by and among the Transmission Agency of Northern California, hereinafter referred to as “TANC”; and the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah; the Modesto Irrigation District; the Turlock Irrigation District; and the Plumas-Sierra Rural Electric Cooperative, TANC Members hereinafter collectively referred to as the “Participating Members,” with regard to the following:

RECITALS

WHEREAS:

A. TANC owns Transfer Capability on the California Oregon Transmission Project that is not under the control of the California Independent System Operator.

B. TANC desires to enhance transmission availability in California by making the Participating Members’ unused and unencumbered Transfer Capability available for use by other entities in an open and efficient manner and in accordance with the TANC Open Access Transmission Tariff.

C. On March 31, 2004, a voluntary coalition of transmission providing entities in the Western Interconnection began offering access to their transmission systems on a single OASIS site, known as the westTTrans OASIS. This cooperative effort includes alignment of business practices and processes between all transmission providers to the greatest extent possible, while retaining the individual Open Access

Transmission Tariffs of each transmission provider. A primary benefit of this effort is the enhancement of the transmission market within the Western Interconnection.

D. TANC and its Participating Members have concluded that it is in their interest and the interest of electricity customers in the state for TANC to participate as a Transmission Provider on the wesTTrans OASIS. Based on discussions with Open Access Technologies, Inc. the operator of the wesTTrans OASIS, TANC has concluded that TANC's designation of a TANC OASIS Administrator will be necessary to facilitate TANC Members' sales of available Transfer Capability on wesTTrans OASIS.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, TANC and the TANC Members that will be Participating Members and have signed below hereby agree as follows:

AGREEMENT

1. SERVICE AGREEMENTS

TANC is hereby authorized and directed to act on behalf of the Participating Members to become a participant in the wesTTrans OASIS, including the negotiation and execution of a service agreement with Open Access Technologies, Inc. for TANC's participation in the wesTTrans OASIS. TANC is additionally authorized and directed to act on behalf of the Participating Members to designate and execute a service agreement with a TANC OASIS Administrator to facilitate TANC's participation in the wesTTrans OASIS.

2. SERVICE INITIATION AND OTHER FEES.

A schedule of service fees that includes an initiation fee and a monthly fee associated with services that Open Access Technologies, Inc. will perform, in order for TANC to participate in the wesTTrans OASIS, is included in Exhibit A. Fees associated

with the TANC OASIS Administrator functions shall be set forth in the service agreement between TANC and the TANC OASIS Administrator.

Any fees related to the termination of this Agreement shall be allocated to Participating Members in accordance with the provisions of Section 3.

3. ALLOCATION OF PROJECT COSTS TO PARTICIPATING MEMBERS

All costs and expenses associated with this Agreement and all fees or charges for wesTTrans OASIS and the TANC OASIS Administrator service initiation, and wesTTrans OASIS and the TANC OASIS Administrator monthly service will be allocated to the Participating Members in accordance with their Project Agreement No. 3 Participation Percentages prorated after subtracting the percentages of the TANC Members that do not execute this Agreement. Schedules of fees associated with such services are located in Exhibit A and the service agreement between TANC and the TANC OASIS Administrator. TANC, upon receipt of such invoices from Open Access Technologies, Inc. (OATI), and the TANC OASIS Administrator will allocate such initiation and service costs to Participating Members. The allocation percentage for each Member executing this agreement is shown in Exhibit B, attached to and incorporated into this Agreement.

4. ALLOCATION OF NET REVENUES

For the purposes of this Project Agreement No. 5, the term "Transmission Offer" shall mean a specified whole number of megawatts, that in compliance with the procedures under this Agreement, Project Agreement No. 3, and those applicable provisions of the wesTTrans OASIS, the WesTTrans contract with TANC, the service agreement between TANC and the TANC OASIS Administrator, and the service agreement between TANC and Open Access Technologies, Inc., is released by the Participating Member to TANC to be offered for sale, for a period, as designated by the Participating Member. The time period of any Transmission Offer must coincide with the time period of the actual sale or sales TANC makes, regardless of any difference

between the amount offered and the amount TANC succeeds in selling. The TANC OASIS Administrator shall allocate to each Participating Member the revenue received, net of expenses associated with the Transmission Offer, from sale of Transfer Capability by the TANC OASIS Administrator in proportion to each Participating Member's Transmission Offer. In making such allocation, when more than one Participating Member has made a Transmission Offer, the TANC OASIS Administrator shall allocate to each Participating Member that made a Transmission Offer, the revenue derived by multiplying the total revenue received from the sale or sales coinciding with the time period during which more than one Transmission Offer has been made, by the fraction resulting from the division of each such Participating Member's Transmission Offer by the sum of the Transmission Offers made during the coincident time period of the sale or sales.

Notwithstanding the foregoing paragraph, should a Participating Member (Purchasing Member) purchase transmission through the westTrans OASIS site for any period, the revenue from such a purchase shall first be allocated to that Purchasing Member to the extent that the Purchasing Member has made a Transmission Offer for the period. If the transmission purchase is greater than the amount of the Purchasing Member's Transmission Offer, the remaining revenue shall be allocated to the other Participating Members who submitted Transmission Offers in the same time period by multiplying the remaining revenue received from the sale by the fraction resulting from the division of each such Participating Member Transmission Offer by the sum of the Transmission Offers made during the time period of the purchase, excluding the Transmission Offer of the Purchasing Member. For the purpose of allocating revenue from other transmission purchases during the period, the Purchasing Member's Transmission Offer will be reduced by the amount it purchased through the westTrans OASIS.

The TANC Commission may modify the allocation of revenue as delineated in the preceding paragraphs by an affirmative vote of the Participating Members representing 65% of the Cost Allocation Percentages as indicated in Exhibit B.

Revenue resulting from the sale of the Participating Members' offered Transfer Capability shall be distributed by the TANC OASIS Administrator to each Participating Member not in default of any obligation to TANC, according to the timelines contained in the service agreement between TANC and the TANC OASIS Administrator. The TANC OASIS Administrator may set off amounts due TANC or the TANC OASIS Administrator from revenues due a Participating Member in default in accordance with Section 9 of this agreement.

5. COORDINATION WITH TANC OASIS ADMINISTRATOR

Participating Members agree to coordinate with the TANC OASIS Administrator to (1) provide information regarding available Transfer Capability, credit policies, and other information as may be reasonably deemed necessary by the TANC OASIS Administrator in the performance of its duties to facilitate TANC's participation on behalf of Participating Members in westTTrans OASIS, to collect the revenues from transmission customers, and (2) to perform the financial settlements among Participating Members of fees and revenues associated with the participation in the westTTrans OASIS.

Each Participating Member agrees to provide to the TANC OASIS Administrator the available Transfer Capability it desires to post for sale on the westTTrans OASIS as a Transmission Offer in accordance with the procedures, timelines, and formats as mutually agreed to by the Participating Members and the TANC OASIS Administrator, as those may be modified from time to time by agreement of the participating members.

6. TERM AND TERMINATION.

This Agreement shall take effect as of the date hereof and shall remain in full force and effect for a minimum of twelve months from the date that TANC initiates service on the westTTrans OASIS. Following the initial twelve-month period, any Participating Member may terminate its participation in this Agreement upon sixty days written notice to TANC, after which time TANC shall no longer participate on behalf of

the terminating Participating Member in the wesTTrans OASIS. The terminating Participating Member shall be obligated to pay its share of all project costs and liabilities pursuant to Section 3 of this Agreement incurred in connection with the provision of services provided up to the date when the Participating Member's termination becomes effective, as well as for contingent liabilities that occurred prior to but may arise after the date of termination, regardless of when the fees are assessed to TANC or the contingency is liquidated, and in accordance with the Participation Percentages shown in Exhibit B if fixed in nature, or the Schedule of Service Fees, if variable. The terminating Participating Member not in default shall be entitled to its share of all transmission revenues derived from TANC's sales of Transfer Capability on the wesTTrans OASIS made up to the date when the Participating Member's termination becomes effective, in accordance with the revenue allocation procedures described in Section 4 of this Agreement.

In the event that one or more Participating Members terminates its participation in this Agreement, the remaining Participating Members may elect to adjust the cost allocation percentages shown in Exhibit B. If by the date that any Member's termination of its participation in this Agreement becomes effective the remaining Participating Members have not agreed to adjust the allocation percentages shown in Exhibit B, TANC shall terminate its participation in the wesTTrans OASIS in accordance with termination provisions contained in the service agreement in place between TANC and Open Access Technologies, Inc, or its successor and with the TANC OASIS Administrator.

This Agreement shall automatically continue for an indefinite term unless terminated pursuant to the above provisions.

7. AMENDMENTS

This Agreement may be amended only by the written agreement of all the parties hereto.

8. BILLING AND PAYMENT

With the exception of the service fee associated with the initiation of service with Open Access Technologies, Inc., as presented in Exhibit A, and TANC OASIS Administrator Setup and Testing/Training costs as described in the service agreement between TANC and the TANC OASIS Administrator, the accounting and billing period shall be one (1) calendar month. Monthly bills sent by the TANC OASIS Administrator to a Participating Member shall be sent by United States mail first class, postage prepaid or its equivalent, to the billing address specified in Exhibit C. The designation of any person specified in Exhibit C may be changed at any time by advance notice given to all Participating Members not then in default of any payment due hereunder, TANC, and the TANC OASIS Administrator. A copy of such billing will be sent to TANC.

Billings for amounts payable shall be due on the thirtieth (30th) day after receipt of the bill. Payment shall be made at offices designated by the party to which payment is due. If the due date falls on a non-business day of either party, then the payment shall be due on the next following business day without interest.

Amounts of monthly billings not paid on or before the due date shall be payable with an interest charge calculated from the due date to the date of payment. The interest charge shall be that charge against unpaid amounts due and owing in accordance with this Agreement assessed at an annual interest rate compounded monthly equal to the lesser of (i) two percent (2%) plus the applicable first of the month reference rate or successor, of the Bank of America N.T. & S.A., San Francisco, California, in effect from time to time during the period over which the payment is overdue or (ii) the maximum interest rate permitted by law.

Payments for the use of TANC's available Transfer Capability shall be collected by the TANC OASIS Administrator and on a monthly basis, fully credited to the Participating Member or Participating Members making such Transfer Capability available, in accordance with the revenue allocations described in Section 4 of this

Agreement and the timelines contained in the service agreement between TANC and the TANC OASIS Administrator.

9. DEFAULT

Upon the failure of any Participating Member to meet its obligations hereunder, TANC shall give written notice of the failure to such Participating Member and, if such failure has not been cured within forty-five (45) days after the date of such notice, it shall constitute a default at the expiration of such forty-five (45) day period. Upon such default, TANC may terminate this Agreement as to the defaulting Participating Member, and protect and enforce its rights hereunder by suit or suits in equity or at law, whether for the specific performance of any covenant herein or for damages or in aid of the execution of any power granted herein or any other remedy available under any provision of applicable law. The costs allocation percentages will be adjusted amongst the remaining Participating Members in accordance with the process described in Section 6 of this agreement.

10. INDEMNIFICATION

The Participating Members shall indemnify, defend, and hold harmless TANC, its commissioners, officers, agents, and employees, to the extent provided by law, and the TANC Members that do not execute this Agreement, and their respective governing bodies, officers, agents, and employees, from any liability for personal injury, death, property damage, contractual or tort liability, regardless of the theory of recovery, to the fullest extent of the law, arising out of the negligent acts or failures to act of TANC, its commissioners, officers, agents, and employees, or of a non-participating TANC Member, its governing body, officers, agents, and employees in connection with this Agreement. Each Participating Member agrees that TANC's commissioners, officers, agents and employees shall not be liable to the Participating Members for direct, indirect or consequential loss or damage suffered by the Participating Members as a result of the performance or nonperformance by TANC or the TANC OASIS Administrator of this Agreement or any agreement with a third party associated with this Agreement. Each

Participating Member releases TANC's Commissioners, officers, agents and employees from any claim or liability (whether negligent or otherwise) as a result of any actions or inactions of TANC under this Agreement or the performance or nonperformance by TANC under this Agreement.

11. SEVERABILITY

If any provision of this Agreement is finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though the invalid provision had not been included herein.

12. MEMBERS' OBLIGATIONS SEVERAL

The obligation of each Participating Member to make payments under this Agreement is a several obligation and not a joint obligation with those of the other Participating Members.

13. WAIVER OF DEFAULT

Any waiver at any time by any party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

14. WAIVER OF RIGHTS OF REFUSAL

Each Participating Member as to each other, and as to each non-participating TANC Member that delivers a duly authorized and executed waiver in the same form as this section to TANC, does hereby waive and release any and all claim of right to exercise a right of refusal under Section 7 of Project Agreement No. 3 to Transfer Capability offered as a Transmission Offer under this Agreement or, if offered by a non-participating TANC Member, on the westTTrans OASIS or a similar OASIS in accordance

with the then current Short and Long-Term Layoff Procedures of TANC, provided that such offer is for a period of less than twelve (12) months.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute a single Agreement.

16. SIGNATURES

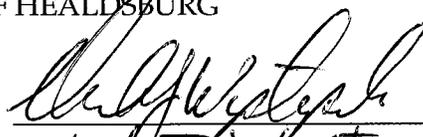
In witness whereof, the parties have caused this Project Agreement No. 5 to be executed as of the date first above written. The signatories to this Project Agreement No. 5 represent that they have been appropriately authorized to enter into this Project Agreement No. 5 on behalf of the party for whom they sign.

PARTICIPATING MEMBERS

CITY OF ALAMEDA

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HEALDSBURG

By: 
Name: Chet J. Wystepsek
Title: City Manager
Date: 7/25/06

CITY OF LODI

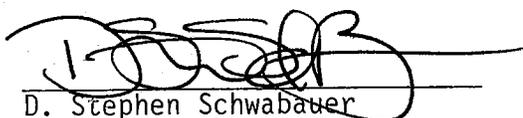
By: 
Name: Blair King
Title: City Manager
Date: June 28, 2006

ATTEST:


Jennifer M. Perrin
Interim City Clerk

Dated: 7/19/06

Approved as to Form:


D. Stephen Schwabauer
City Attorney

CITY OF LOMPOC

By: _____
Name: _____
Title: _____
Date: _____

MODESTO IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF PALO ALTO

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HEALDSBURG

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LODI

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LOMPOC

By: Michael A. Siminski
Name: MICHAEL A. SIMINSKI
Title: Lompoc TANC Commissioner / City Council
Date: 14 June 2006

MODESTO IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LODI

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LOMPOC

By: _____
Name: _____
Title: _____
Date: _____

MODESTO IRRIGATION DISTRICT

By: Allen Short
Name: ALLEN SHORT
Title: GM
Date: 8-31-06

js

CITY OF PALO ALTO

By: _____
Name: _____
Title: _____
Date: _____

MODESTO IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF PALO ALTO

By:  _____
Name: ~~for~~ FRANK BENEST _____
Title: CITY MANAGER _____
Date: SEPTEMBER 7, 2006 _____

CITY OF REDDING

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ROSEVILLE

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: James C. Feider
Name: James C. Feider
Title: Electric Utility Director
Date: 7-7-06

Form Approved
Barry E. DeWalt
Barry E. DeWalt
Assistant City Attorney

CITY OF ROSEVILLE

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SANTA CLARA

By: _____
Name: _____
Title: _____
Date: _____

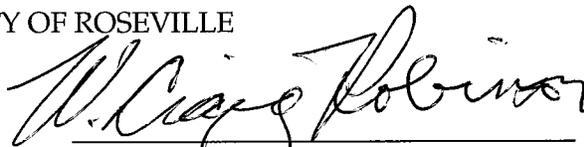
TURLOCK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ROSEVILLE

By:  _____
Name: W. Craig Robinson
Title: City Manager
Date: August 3, 2006

CITY OF SANTA CLARA

By: _____
Name: _____
Title: _____
Date: _____

TURLOCK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ROSEVILLE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

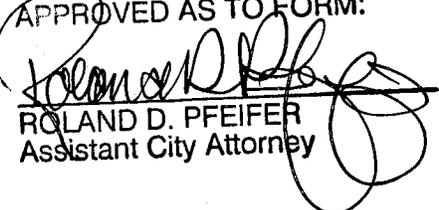


City Clerk

CITY OF SANTA CLARA

By: Jennifer Sparacino
Name: JENNIFER SPARACINO
Title: CITY MANAGER
Date: 7-17-06

APPROVED AS TO FORM:



ROLAND D. PFEIFER
Assistant City Attorney

TURLOCK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: _____
Name: _____
Title: _____
Date: _____

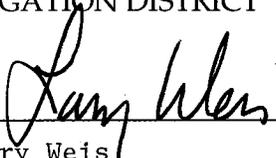
CITY OF ROSEVILLE

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SANTA CLARA

By: _____
Name: _____
Title: _____
Date: _____

TURLOCK IRRIGATION DISTRICT

By:  _____
Name: Larry Weis
Title: General Manager
Date: May 30, 2006

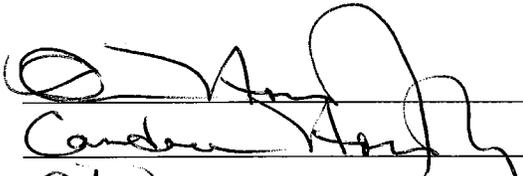
CITY OF SANTA CLARA

By: _____
Name: _____
Title: _____
Date: _____

TURLOCK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF UKIAH

By: 
Name: Candace Harty
Title: City Manager
Date: 9-12-06

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SANTA CLARA

By: _____
Name: _____
Title: _____
Date: _____

TURLOCK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF UKIAH

By: _____
Name: _____
Title: _____
Date: _____

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By:  _____
Name: Robert W. Marshall
Title: General Manager
Date: May 31, 2006

TRANSMISSION AGENCY OF NORTHERN
CALIFORNIA

By: 
Name: James C. Feider
Title: Chairman
Date: 9-22-06

NON-PARTICIPATING MEMBERS

SACRAMENTO MUNICIPAL UTILITY
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

NON-PARTICIPATING MEMBERS

SACRAMENTO MUNICIPAL UTILITY
DISTRICT

By: 
Name: James R. Shetler
Title: Assistant General Manager
Energy Supply
Date: May 25, 2006

EXHIBIT A
 SCHEDULE OF SERVICE FEES FOR SERVICES RENDERED BY
 OPEN ACCESS TECHNOLOGIES, INC.

COMMON WESTERN OASIS SERVICE			
Description	Service Initiation Fee ¹	Monthly Service Fee ^{2,3}	Comments
TANC as a single entity (All TANC TP's join as TANC and will be one TP on the OASIS)	\$50,000	\$5,000	Provides all functionality in accordance with the Common Western OASIS Functional Specification. Assumes all TP's register as a single NERC entity. For less than 500 OASIS requests per month. 10 User ID's and certificates total.

Price Schedule Notes:

1. Service Initiation Fee will be invoiced upon execution of Common Western OASIS Customer Agreement.
2. Minimum subscription term is 12 months.
3. Monthly Service Fee for each Provider begins at time of OASIS initialization or 30 days after completion of acceptance testing, whichever is earlier.
4. Other OATI subscribed services will continue to be provided under separate OATI Customer Agreements.
5. Any necessary, preapproved travel expenses will be invoiced to Common Western OASIS Service customers at pro-rata OATI actual cost.
6. One day of training provided at OATI Data Center in Minneapolis, MN.
7. The Monthly Service Fee reflected above is the initial monthly fee for the first 12 months of service and may change from time to time there after.

EXHIBIT B
COST ALLOCATION PERCENTAGES

TANC Member	WesTTrans OASIS Service Initiation Fee	WesTTrans OASIS Monthly Service Fee	TANC OASIS Administrator Fees
City of Alameda	1.850 %	1.850 %	1.850 %
City of Healdsburg	0.370 %	0.370 %	0.370 %
City of Lodi	2.622 %	2.622 %	2.622 %
City of Lompoc	0.255 %	0.255 %	0.255 %
City of Palo Alto	5.550 %	5.550 %	5.550 %
City of Redding	11.487 %	11.487 %	11.487 %
City of Roseville	3.184 %	3.184 %	3.184 %
City of Santa Clara	27.976 %	27.976 %	27.976 %
City of Ukiah	0.293 %	0.293 %	0.293 %
Modesto Irrigation District	29.082 %	29.082 %	29.082 %
Plumas-Sierra Rural Electric Cooperative	0.223 %	0.223 %	0.223 %
Turlock Irrigation District	17.124 %	17.124 %	17.124 %

EXHIBIT C

BILLING ADDRESSES OF THE PARTIES

City of Alameda
Alameda Power & Telecom
P.O. Box H
Alameda, CA 94501-0263

City of Roseville
2090 Hilltop Circle
Roseville, CA 95678

City of Healdsburg
c/o Northern California Power Agency
180 Cirby Way
Roseville, CA 95678

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

City of Lodi
1331 South Ham Lane
Lodi, CA 95242-3995

Turlock Irrigation District
P. O. Box 949
Turlock, CA 95381

City of Lompoc
P.O. Box 8001
Lompoc, CA 93438

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Modesto Irrigation District
P. O. Box 4060
Modesto, CA 95352

Plumas-Sierra Rural Electric Coop.
73233 Hwy 70
Portola, CA 96122-2000

City of Palo Alto
P. O. Box 10250 MS3C
Palo Alto, CA 94303

Transmission Agency of Northern
California
P. O. Box 15129
Sacramento, CA 95851-0129

City of Redding
17120 Clear Creek Road
Redding, CA 96001-5106

**RESOLUTION NO. 2006-115
APPROVING THE MODESTO IRRIGATION DISTRICT'S
PARTICIPATION IN THE TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA AMENDED AND RESTATED PROJECT
AGREEMENT NO. 5 FOR THE PARTICIPATION IN THE WESTTRANS OASIS**

WHEREAS, the Board of Directors adopted Resolution No. 2004-170 approving the District's participation in the "TRANSMISSION AGENCY OF NORTHERN CALIFORNIA PROJECT AGREEMENT NO. 5 FOR THE PARTICIPATION IN THE WESTTRANS OASIS" on September 28, 2004; and

WHEREAS, the District continues to participate in the posting and sale of its unused California-Oregon Transmission Project transfer capability in the WESTTRANS OASIS; and

WHEREAS, the TANC Commission adopted Resolution No. 2006-14 approving the revised TANC PA-5.

BE IT RESOLVED, That the Board of Directors does hereby approve and authorize the General Manager to execute the TRANSMISSION AGENCY OF NORTHERN CALIFORNIA AMENDED AND RESTATED PROJECT AGREEMENT NO. 5 FOR THE PARTICIPATION IN THE WESTTRANS OASIS, subject to legal review.

Moved by Director Warda, seconded by Director Kidd, that the foregoing resolution be adopted.

The following vote was had:

Ayes: Directors Hensley, Kidd, Van Groningen and Warda

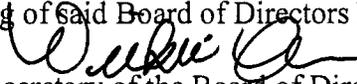
Noes: Directors None

Absent: Director Serpa

The President declared the resolution adopted.

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I, Vickie Ehrler, Secretary of the Board of Directors of the MODESTO IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 8th day of August 2006.


Secretary of the Board of Directors
of the Modesto Irrigation District

RESOLUTION NO. 8635

RESOLUTION OF THE COUNCIL OF THE CITY OF PALO ALTO APPROVING THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA'S AMENDED AND RESTATED PROJECT AGREEMENT NO. 5 FOR PARTICIPATION IN AN OPEN ACCESS SAME TIME INFORMATION SYSTEM AND DELEGATION OF AUTHORITY TO THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE AGREEMENT

WHEREAS, the City of Palo Alto ("City"), a municipal utility and a chartered city, is a Member of the Transmission Agency of Northern California ("TANC");

WHEREAS, TANC is a joint powers agency authorized by Section 6502 of the California Government Code;

WHEREAS, TANC owns Transfer Capability on the California-Oregon Transmission Project ("COTP") that is not under the control of the California Independent System Operator ("CAISO");

WHEREAS, TANC, and the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah; the Modesto Irrigation District; the Turlock Irrigation District; and the Plumas-Sierra Rural Electric Cooperative (the TANC "Participating Members") desire to enhance transmission availability in California by making the Participating Members' unused and unencumbered Transfer Capability available for use by other entities in an open and efficient manner and in accordance with the TANC Open Access Transmission Tariff;

WHEREAS, on March 31, 2004, a voluntary coalition of transmission-providing entities in the Western Interconnection began offering access to their transmission systems on a single OASIS site, known as the westTrans OASIS;

WHEREAS, on December 1, 2005, TANC and its Participating Members commenced participation as a Transmission Provider in the westTrans OASIS; and

WHEREAS, based on Participating Members' subsequent use of the westTrans OASIS, TANC has concluded that an amendment to the revenue allocation rules is required to allow a Participating Member to buy back their own Transfer Capability as posted in the westTrans OASIS;

RESOLUTION NO. 06-406

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE, TRANSMISSION AGENCY OF NORTHERN CALIFORNIA, AND THE CITIES OF ALAMEDA, HEALDSBURG, LODI, LOMPOC, PALO ALTO, REDDING, SANTA CLARA AND UKIAH, THE MODESTO IRRIGATION DISTRICT, THE TURLOCK IRRIGATION DISTRICT AND THE PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an amended and restated project agreement no. 5 for the participation in the Westtrans Oasis, between the City of Roseville and the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Santa Clara and Ukiah, the Modesto Irrigation District, the Turlock Irrigation District and the Plumas Sierra Rural Electric Cooperative, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amended and restated project agreement no. 5 is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 2nd day of August, 2006, by the following vote on roll call:

AYES COUNCILMEMBERS: Gray, Allard, Roccucci, Rockholm, Garbolino

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST: _____
City Clerk of the City of Roseville, California

DEPUTY CLERK

CITY OF LODI

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LOMPOC

By: _____
Name: _____
Title: _____
Date: _____

MODESTO IRRIGATION DISTRICT

By: Modesto Irrigation District
Name: Allen Short
Title: General Manager
Date: May 24, 2006

CITY OF PALO ALTO

By: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO. 2013-09

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
AMENDMENT NO. 1 TO AMENDED AND RESTATED PROJECT
AGREEMENT NO. 5 BETWEEN AND AMONG THE TRANSMISSION
AGENCY OF NORTHERN CALIFORNIA AND ITS PARTICIPATING
MEMBERS AND AUTHORIZING EXECUTION BY THE CITY MANAGER

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WHEREAS, the City of Lodi is a participant in the California-Oregon Transmission Project (COTP) through agreements with the Transmission Agency of Northern California (TANC); and

WHEREAS, COTP is a 500 kV transmission line that runs from southern Oregon to central California, which has provided access to power markets in the Pacific Northwest since 1993; and

WHEREAS, Project Agreement No. 5 provides for short-term marketing of COTP transmission when that transmission is not being used by the participant who owns that transmission; and

WHEREAS, this marketing resulted in revenues of \$3,287,540 for the first seven months of 2012, with Lodi's share being \$34,500; and

WHEREAS, the present agreement limits sales to periods of less than a year, and the participants believe that extending sales periods up to and including one full year will increase these sales; and

WHEREAS, this change is made by simply changing Section 14 of the Agreement by replacing the words "less than" with the words "up to"; and

WHEREAS, staff recommends approval of this amendment since additional transmissions sales may be realized resulting in increased revenue.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve Amendment No. 1 to Amended and Restated Project Agreement No. 5 between and among the Transmission Agency of Northern California and its participating members and authorizing execution by the City Manager with administration by the Electric Utility Director.

Dated: February 6, 2013

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I hereby certify that Resolution No. 2013-09 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk