

CITY COUNCIL MEETING

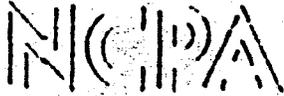
April 15, 1981

APPROVE "NCPA  
SERVICE  
SCHEDULE,  
PG&E-NCPA  
INTERRUPTIBLE  
TRANSMISSION  
SERVICE  
CONTRACT"

RES. NO. 81-43

City Manager Glaves presented for Council's perusal a copy of "NCPA Service Schedule, PG&E-NCPA Interruptible Transmission Service Contract". Council was apprised that the Agency has received a signed copy of the Interruptible Transmission Service Contract from PG&E. For NCPA to act on behalf of Lodi under this Agreement, it is necessary for the Agency to have a contract with the City. Under the terms of the service schedule and interruptible Transmission Contract, there is no obligation or liability to the City unless the City specifically requests delivery of energy under this service schedule.

On motion of Councilman Katnich, Murphy second, Council adopted Resolution No. 81-43 approving "NCPA Service Schedule, PG&E-NCPA Interruptible Transmission Service Contract", and authorizing the Mayor and City Clerk to execute the Contract on behalf of the City.



# Northern California Power Agency

770 Kiely Boulevard • Santa Clara, California 95051 • (408) 248-3422

**ROBERT E. GRIMSHAW**  
General Manager

April 2, 1981

**TO:** Members of the NCPA Commission  
**FROM:** Robert E. Grimshaw  
**SUBJECT:** NCPA Service Schedule, PG&E-NCPA Interruptible Transmission Service Contract

Enclosed is a copy of the service schedule adopted at the Commission's last meeting in Ukiah. The Agency has received a signed copy of the Interruptible Transmission Service Contract from Pacific Gas and Electric. For the Agency to act on behalf of your city under this agreement, it is necessary for the Agency to have a contract with your city. Therefore, please take whatever action is necessary to have the enclosed service schedule approved as soon as possible and return same to the Agency.

I would like to stress, under the terms of the service schedule and Interruptible Transmission Contract, there is no obligation or liability to your city unless you specifically request delivery of energy under this service schedule.

Yours truly,

**ROBERT E. GRIMSHAW**  
General Manager

Enc.

APR - 6 1981

**NCPA SERVICE SCHEDULE,  
PG&E - NCPA INTERRUPTIBLE TRANSMISSION  
SERVICE CONTRACT**

This Agreement, herein "Service Schedule", by and between NORTHERN CALIFORNIA POWER AGENCY, a joint powers agency of the State of California created and functioning under Government Code section 6500, herein "NCPA" and its undersigned member or members, hereinafter referred to individually as the "Participating Member", witnesseth:

WHEREAS, NCPA has entered into an "Interruptible Transmission Service Contract", herein "Transmission Contract" with Pacific Gas and Electric Company, hereinafter PG&E, under date of \_\_\_\_\_, 1981, wherein PG&E will provide transmission service under certain conditions for interruptible energy purchased by NCPA and its members from a utility or public agency in the Pacific Northwest, herein "Interruptible Supplier"; and

WHEREAS, the Participating Member desires NCPA to request PG&E to transmit such interruptible energy which such member, or NCPA for such member's account, has arranged to purchase, herein called "Northwest Energy", a copy of which purchase arrangement is attached hereto as Exhibit "A"; now therefore the parties hereto agree as follows:

Section 1. The Participating Member may from time to time request NCPA or its agent by telephone or otherwise to obtain transmission service for its Northwest Energy pursuant to the Transmission Contract, and NCPA or its agent will give notice thereof to PG&E. Any such request shall be in such detail as NCPA or its agent may reasonably require, and shall be confirmed in writing to NCPA or its agent at the earliest practicable date, but no failure to confirm shall affect the rights of NCPA or its agent under this Service Schedule.

Section 2. All such requests shall be subject to all provisions of the Transmission Contract. NCPA and its agent shall not be liable for any failure of PG&E to transmit the Northwest Energy as requested, or at all. By making a request pursuant to this agreement the Participating Member warrants that it has entered into its own

arrangements with its regular power supplier to receive credit for the Northwest Energy obtained by it.

Section 3. The Participating Member shall pay to NCPA or its agent within 10 days after billing therefor all sums which NCPA has incurred a liability to pay, or has paid to its agent, PG&E and/or the Interruptible Supplier on account of any request made by the Participating Member to NCPA under this Service Schedule. The Participating Member shall also pay to NCPA under its proportionate share of all costs incurred by NCPA in carrying out its duties under the Transmission Contract, upon billing therefor.

Section 4. This Service Schedule may be terminated by either NCPA or the Participating Member at any time, but such termination shall not affect the liability of the Participating Member for moneys due for services requested by it prior to termination.

Dated: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

\_\_\_\_\_  
Participating Member

By \_\_\_\_\_  
General Manager

By \_\_\_\_\_

*Followup*  
CITY COUNCIL

WALTER KATNICH, Mayor  
JAMES A. McCARTY, Mayor Pro Tem  
RICHARD L. HUGHES  
ROBERT G. MURPHY  
JAMES W. PINKERTON, Jr.

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
LODI, CALIFORNIA 95240  
(209) 334-5634

HENRY A. GLAVES, Jr.  
City Manager

ALICE M. REIMICHE  
City Clerk

RONALD M. STEIN  
City Attorney

April 17, 1981

Robert E. Grimshaw  
General Manager  
Northern California  
Power Agency  
770 Kiely Boulevard  
Santa Clara, CA 95051

Re: NCPA Service Schedule, PG&E - NCPA Inter-  
ruptible Transmission Service Contract

Dear Mr. Grimshaw:

Enclosed herewith please find a certified copy of Resolution No. 81-43, "Resolution Approving NCPA Service Schedule, PG&E - NCPA Interruptible Transmission Service Contract", which was adopted by the Lodi City Council at a regular meeting held April 15, 1981.

Should you have any questions regarding the Council's actions in this matter, please feel free to call this office.

Very truly yours,

*Alice M. Reimiche*  
Alice M. Reimiche  
City Clerk

AR:dg

Enc.

RESOLUTION NO. 81-43

RESOLUTION APPROVING NCPA SERVICE SCHEDULE,  
PG&E - NCPA INTERRUPTIBLE TRANSMISSION  
SERVICE CONTRACT

RESOLVED, that the City Council of the City of Lodi does hereby approve "NCPA Service Schedule, PG&E - NCPA Interruptible Transmission Service Contract", a copy of which is attached hereto identified as Exhibit "A" and thereby made a part hereof.

Dated: April 15, 1981

I hereby certify that Resolution No. 81-43 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 15, 1981 by the following vote:

Ayes: Councilmen - Murphy, Hughes, Pinkerton, Katnich  
and McCarty

Noes: Councilmen - None

Absent: Councilmen - None

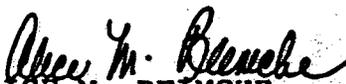
  
ALICE M. REIMCHE  
City Clerk

EXHIBIT "A"

NCPA SERVICE SCHEDULE,  
PG&E - NCPA INTERRUPTIBLE TRANSMISSION  
SERVICE CONTRACT

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Section 2. All such requests shall be subject to all provisions of the Transmission Contract. NCPA and its agent shall not be liable for any failure of PG&E to transmit the Northwest Energy as requested, or at all. By making a request pursuant to this agreement the Participating Member warrants that it has entered into its own

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Section 4. This Service Schedule may be terminated by either NCPA or the Participating Member at any time, but such termination shall not affect the liability of the Participating Member for moneys due for services requested by it prior to termination.

Dated: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

\_\_\_\_\_  
Participating Member

By \_\_\_\_\_  
General Manager

By \_\_\_\_\_

April 21, 1981

Mr. Robert E. Grishaw  
General Manager  
Northern California Power Agency  
770 Kiely Boulevard  
Santa Clara, California 95051

Re: NCPA Service Schedule, PG&E - NCPA  
Interruptible Transmission Service Contract

Dear Mr. Grishaw:

Enclosed please find executed original and one copy of the above referenced Contract which was approved by the Lodi City Council at its regular meeting of April 15, 1981.

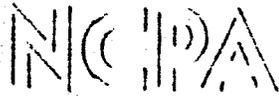
A certified copy of the authorizing resolution had been forwarded to you earlier.

Please return a fully executed copy of the agreement to this office at your earliest convenience.

Very truly yours,

Alice M. Raincha  
City Clerk

Encls.



## Northern California Power Agency

770 Kiehy Boulevard • Santa Clara, California 95051 • (408) 248-3422

**ROBERT E. GRIMSHAW**  
General Manager

April 2, 1981

**TO:** Members of the NCPA Commission

**FROM:** Robert E. Grimshaw

**SUBJECT:** NCPA Service Schedule, PG&E-NCPA Interruptible Transmission Service Contract

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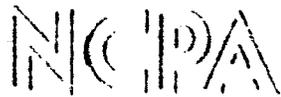
Yours truly,

A handwritten signature in cursive script that reads 'Bob', representing Robert E. Grimshaw.

**ROBERT E. GRIMSHAW**  
General Manager

Enc.

APR - 6 1981



## Northern California Power Agency

770 Kiely Boulevard • Santa Clara, California 95051 • (408) 248-3422

**ROBERT E. GRIMSHAW**  
General Manager

April 2, 1981

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**ROBERT E. GRIMSHAW**  
General Manager

Enc.

APR - 6 1981

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Dated: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

\_\_\_\_\_  
Participating Member

By \_\_\_\_\_  
General Manager

By \_\_\_\_\_