

Page 206

CITY COUNCIL MEETING

CC-11(d)

June 16, 1982

APPROVAL OF NCPA
SERVICE SCHEDULE
NCPA - WAPA LETTER
OF AGREEMENT

RES. NO. 82-58

Following introduction of the matter by City Manager
Glaves, Council on motion of Mayor Pro Tempore
Murphy, Snider second, adopted Resolution No. 82-58
approving NCPA Service Schedule - NCPA - WAPA
letter of Agreement (for BPA Energy) and authorizing
the Mayor and City Clerk to execute the Agreement
on behalf of the City.

4

RESOLUTION NO. 82-18
NORTHERN CALIFORNIA POWER AGENCY

RESOLUTION OF THE COMMISSION OF THE NORTHERN CALIFORNIA POWER AGENCY (NCPA) approving NCPA Service Schedule, NCPA-WAPA Letter of Agreement (for BPA energy).

WHEREAS, at a special meeting of the Commission of the NCPA, duly called and held on June 8, 1982, the Commission heard the report of the General Manager regarding the NCPA Service Schedule for the NCPA-WAPA Letter of Agreement, a quorum being present at all times;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE NORTHERN CALIFORNIA POWER AGENCY, as follows:

Section 1. NCPA Service Schedule, NCPA-WAPA Letter of Agreement (for BPA energy) is hereby accepted and approved as a Service Schedule to the NCPA Member Service Agreement, to be attached thereto and numbered next in order, upon execution of the Participating Members;

Section 2. The General Manager is hereby authorized and directed to execute such Service Schedule on behalf of NCPA and the Secretary is requested to transmit a copy for execution to each Participating Member.

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
City of - Alameda	<u>Aye</u>	<u> </u>	<u> </u>
Biggs	<u> </u>	<u> </u>	<u>X</u>
Gridley	<u> </u>	<u> </u>	<u>X</u>
Healdsburg	<u> </u>	<u> </u>	<u>X</u>
Lodi	<u>Aye</u>	<u> </u>	<u> </u>
Lompoc	<u>Aye</u>	<u> </u>	<u> </u>
Palo Alto	<u> </u>	<u> </u>	<u>X</u>
Redding	<u> </u>	<u> </u>	<u>X</u>
Roseville	<u>Aye</u>	<u> </u>	<u> </u>
Santa Clara	<u>Aye</u>	<u> </u>	<u> </u>
Ukiah	<u>Aye</u>	<u> </u>	<u> </u>
Plumas-Sierra	<u>Aye</u>	<u> </u>	<u> </u>

ADOPTED AND APPROVED this 8th day of June, 1982.

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
City of - Alameda	<u>Aye</u>	_____	_____
Biggs	_____	_____	<u>X</u>
Gridley	_____	_____	<u>X</u>
Healdsburg	_____	_____	<u>X</u>
Lodi	<u>Aye</u>	_____	_____
Lompoc	<u>Aye</u>	_____	_____
Palo Alto	_____	_____	<u>X</u>
Redding	_____	_____	<u>X</u>
Roseville	<u>Aye</u>	_____	_____
Santa Clara	<u>Aye</u>	_____	_____
Ukiah	<u>Aye</u>	_____	_____
Plumas-Sierra	<u>Aye</u>	_____	_____

ADOPTED AND APPROVED this 8th day of June, 1982.

CITY COUNCIL

FRED M REID, Mayor
ROBERT C. MURPHY,
Mayor Pro Tempore
EVELYN M. OLSON
JAMES W. PINKERTON, Jr.
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

F.U. 6/16
HENRY A. CLAYES, Jr.
City Manager
ALICE M. REINCHE
City Clerk
RONALD M. STEIN
City Attorney

June 21, 1982

Gail Sipple
Executive Assistant
Northern California Power Agency
8421 Auburn Blvd.
Suite 160
Citrus Heights, CA 95610

Dear Gail:

Pursuant to your June 8, 1982 letter, enclosed herewith is a fully executed copy of the NCPA Service Schedule/NCPA-WAPA letter of agreement and the authorizing resolution authorizing the Mayor and City Clerk to execute this document on behalf of the City.

Very truly yours,


Alice M. Reinche
City Clerk

AMR/lf
Encs.

NCPA SERVICE SCHEDULE
NCPA-WAPA LETTER OF AGREEMENT
(for BPA Energy)

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, hereafter referred to as the "Participating Member", witnesseth:

WHEREAS, NCPA has entered into a Letter of Agreement (LOA) with the Western Area Power Administration (Western) whereby Western will sell its import energy purchased from Bonneville Power Administration (BPA) to NCPA upon request (a copy of the Letter of Agreement, dated May 28, 1982, is attached as Exhibit A to this Service Schedule); and,

WHEREAS, the Participating Member desires NCPA to request Western to sell such energy, herein called "BPA energy" and the Participating Member desires to have NCPA arrange for the transmission of such energy to their load centers;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. The Participating Member hereby requests NCPA to purchase and provide it with BPA energy. Such energy shall initially be allocated to each Participating Member based on the following percentages:

a) Santa Clara	63.0 percent
b) Alameda	22.0 percent
c) Lodi	5.3 percent
d) Lompoc	3.8 percent
e) Ukiah	3.2 percent
f) Healdsburg	2.7 percent

NCPA shall be authorized to reallocate such energy in accordance with data submitted pursuant to Section 3.

Section 2. The purchase of BPA energy shall be subject to all provisions of the LOA. NCPA and its agent shall not be liable for any failure of Western to sell such energy or for any lack of ability by Western or NCPA or its agents to obtain the necessary transmission service.

Section 3. NCPA is authorized to use its best judgment in allocating a proportional share of the available BPA energy and any necessary BPA or PG&E transmission capacity for the use of the Member. Each Participating Member shall, within a reasonable time, provide NCPA with such load data as NCPA may require to allocate BPA energy among the Participating Members. Each Participating Member shall take all necessary steps at its own expense to provide such required data relating to its own system. The Participating Member agrees that NCPA shall allocate such energy and transmission capacity. NCPA shall have all of the authority of the Participating Member to take any and all actions permitted or required to be taken by NCPA under the LOA and to make the needed transmission arrangements with PG&E, and the Participating Member agrees that it will not assert that NCPA lacks such authority, nor do anything that will impair such authority.

Section 4. Each Participating Member shall pay to NCPA, within ten (10) days after billing, the total amount that it would pay PG&E if it were purchasing the same amount of energy from PG&E. NCPA shall pay to Western its direct cost for purchasing the energy, and the difference between that amount and the split-savings rate will be deposited by NCPA in an interest-bearing escrow Account No. 1. The remainder of the payment from each Participating Member, minus all expenses incurred by NCPA, shall be deposited by NCPA in a separate interest-bearing escrow Account No. 2.

If the final determination is that NCPA has a right to purchase beneficially such Western energy, the amounts in escrow Account No. 1 shall be paid to Western, including interest, and all amounts in escrow Account No. 2, including interest, shall be returned proportionately to each Participating Member. If the final determination is adverse to NCPA, the total amounts in both escrow Nos. 1 and 2 will be returned proportionately to each Participating Member. Western has agreed to return the amounts paid to it, in the event of such an adverse determination, proportionately to each Participating Member by credits against future bills for electric power by Western to such Member. Any billing based on an initial allocation under Section 1 shall be reallocated and adjusted by NCPA upon the determination of actual energy delivered to each Participating Member.

Section 5. It is understood and agreed by each Participating Member that in the event of its failure for any reason to make the required payments to NCPA, then Western, upon written notice to NCPA, shall be assigned the right of NCPA to bring legal action against the Participating Member for the amount of any payment shortfall by NCPA to Western resulting from the failure of the Participating Member to make such payments.

Section 6. This Agreement has been authorized by a resolution of the governing bodies of the Participating members and NCPA, and a true copy of such resolution certified by the appropriate official is attached hereto. This Agreement shall take effect as of May 1, 1982, and remain in effect until September 30, 1982.

Section 7. Time is of the essence in the execution and performance of this Agreement. Each Participating Member named in Section 1 shall execute this Service Schedule separately with NCPA, and notwithstanding the other provisions of this Service Schedule, any Participating Member named in Section 1 which fails to execute this Service Schedule within fourteen (14) days after receipt of copies thereof signed by NCPA, shall cease to be a Participating Member, and shall have no rights under this Schedule, and all BPA energy shall thereafter be allocated to the extent it may be beneficially used to the remaining Participating Members as provided herein.

NORTHERN CALIFORNIA POWER AGENCY

Fred M Reid

Participating Member

By Fred M. Reid, Mayor, City of Lodi

Attest:

Alice M. Burchette

Alice M. Burchette
City Clerk, City of Lodi

By:

[Signature]
General Manager

Date:

6/8/82

By: _____

Date: _____

June 16, 1982

RESOLUTION NO. 82-58

RESOLUTION APPROVING NCPA SERVICE SCHEDULE,
NCPA-WAPA LETTERS OF AGREEMENT (FOR BPA
ENERGY)

RESOLVED that the City Council of the City of Lodi does hereby accept and approve as a service schedule to the NCPA Member Service Agreement NCPA Service Schedule, NCPA-WAPA Letter of Agreement (for BPA energy).

BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby authorize the Mayor and City Clerk to execute the heretofore mentioned Agreement on behalf of the City of Lodi.

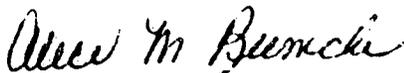
Dated: June 16, 1982

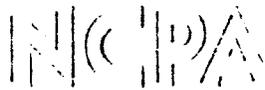
I hereby certify that Resolution 82-58 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 16, 1982 by the following vote:

Ayes: Council Members - Olson, Snider, Pinkerton,
Murphy and Reid

Noes: Council Members - None

Absent: Council Members - None


ALICE M. REIMCHE
City Clerk



Northern California Power Agency

8421 Auburn Boulevard, Suite 160 Citrus Heights, California 95610

ROBERT E. GRIMSHAW
General Manager
(916) 722-7815

June 8, 1982

RECEIVED

1982 JUN -9 AM 9:10

ALICE M. REIMCHE
CITY CLERK
CITY OF LODI

TO: NCPA's PG&E Cities
FROM: Gail Sipple
SUBJECT: NCPA Service Schedule/NCPA-WAPA Letter of Agreement

Per Commission action of June 8, 1982, enclosed is the NCPA Service Schedule/ NCPA-WAPA Letter of Agreement to be presented to your governing body for approval. Also, as stated in Section 6, this Service Schedule should be approved by resolution.

Upon approval, please return one fully executed copy of the Service Schedule and the resolution authorizing execution of such Schedule to my attention.

By copy of this letter, I am also forwarding this document to your City Clerk for processing.

Yours truly,


GAIL SIPPLE
Executive Assistant

Enc.