



Northern California Power Agency

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

ROBERT E. GRIMSHAW
General Manager

June 11, 1981

TO: Members of the NCPA Commission

FROM: Roger A. Fontes

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

If you are interested in obtaining BPA/Northwest energy, enclosed, for approval by your governing body, is the revised form of the Service Schedule, dated May 15, 1981, which was approved for transmittal to PG&E at the May Commission meeting. Upon approval of this Service Schedule by your governing body, please return one executed copy to the NCPA, attention Gail Sipple.

By letter of May 27, 1981 from PG&E to Mr. Grimshaw (enclosed), Mr. Elmer Hall states in the first paragraph that PG&E accepts the revised Service Schedule.

As some of our members are aware, NCPA, Alameda, Lodi, and Santa Clara (with the help of R. W. Beck) have been attempting to place an "order" for about 80 to 90 MW of BPA surplus energy/capacity every day since Monday, June 8, 1981. BPA has had ample power for sale, but on each of these days, PG&E had no transmission capacity available. We expect this condition to continue until June 21; although we will be trying to schedule a "partial order" every day in any case.

If you have any questions, please contact me.

Yours truly,

ROGER A. FONTES
Manager, System Planning
and Development

cc: Robert Grimshaw
Norm Hill
Martin McDonough

Enc.

JUN 15 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 April 14, 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. In addition to the foregoing, the Participating Member may from time to time request in writing that NCPA or its agent purchase Northwest Energy for such Member's use, and/or that NCPA or its agent act as the agent for such Member under a contract between such member and its Interruptible Supplier, and NCPA and its agent will agree to and act upon such request. If such request is made, NCPA and its agent shall have all of the authority of the Participating Member to take any and all actions permitted or required to be taken by the Member with respect to all rights and obligations under any such agreement under which such Member purchases power directly and not through NCPA. The Participating Member agrees that it will not assert that either NCPA or its agent lacks authority to act on behalf of the Member with respect to such member's rights and obligations under this agreement or under any agreement for the direct purchase of Northwest Energy for such Member, and will do nothing that will impair such authority.

Section 4. NCPA and its agent are each authorized to use its best judgment in allocating a proportional share of the available transmission capacity for the use of the Member. The Participating Member agrees that NCPA or its agent shall allocate such transmission capacity regardless of whether Northwest Energy is purchased by such Member directly or by NCPA or its agent acting on its behalf. NCPA or its agent shall each 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 Transmission Contract, and the Participating Member agrees that it will not assert that NCPA or its agent lacks such authority, nor do anything that will impare such authority.

Section 5. The Participating Member will not request transmission service from PG&E except through NCPA or its agent, unless such Participating Member has a separate agreement for such transmission with PG&E, in which event any request by the Participating Member for transmission service received by PG&E shall be deemed to be a request under such separate agreement for transmission, and not a request under the Transmission Contract. If Northwest Energy is allocated and transmitted to the Participating Member under the Transmission Contract and under a separate agreement for transmission between such Member and PG&E, the Participating Member shall receive and accept billing for deliveries pursuant to both such agreements.

Section 6. 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 this Service Schedule, upon billing therefor.

Section 7. 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.

Section 8. This agreement has been authorized by a resolution of the governing bodies of the Participating Member and NCPA, and a true copy of such resolution certified by the appropriate official is attached hereto.

Dated: _____

NORTHERN CALIFORNIA POWER AGENCY

Participating Member

By _____
General Manager

By _____

RESOLUTION NO. 81-80a

A 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 Inter-
ruptible Transmission Service Contract.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk
are hereby authorized to execute the aforementioned service
contract on behalf of the City of Lodi.

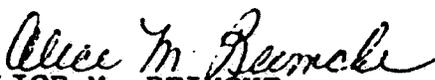
Dated: June 17, 1981

I hereby certify that Resolution No. 81-80 was passed
and adopted by the City Council of the City of Lodi
in a regular meeting held June 17, 1981 by the follow-
ing vote:

Ayes: Councilmen - Hughes, Katnich and McCarty

Noes: Councilmen - None

Absent: Councilmen - Pinkerton and Murphy


ALICE M. REIMCHE
City Clerk