

82-69
RES
CC-116
CITY COUNCIL MEETING

July 7, 1982

NCPA SERVICE
SCHEDULE, PG&E
NCPA AMENDED
INTERRUPTIBLE
TRANSMISSION
SERVICE CONTRACT
APPROVED

RES. NO. 82-69

A copy of the "NCPA Service Schedule, PG&E - NCPA Amended Interruptible Transmission Service Contract (for TID Energy)" of which section 5 specifies that the Service Schedule needs to be approved by Resolution of the Governing Body was submitted for Councils' approval. Also included was an executed copy of the Interruptible Transmission Service Contract between PG&E and NCPA for Surplus Energy from the Turlock Irrigation District.

City Manager Graves detailed the subject documents and responded to questions as were posed by the Council.

On motion of Mayor Reid, Olson second, Council adopted Resolution No. 82-69 approving the NCPA Service Schedule for Turlock Irrigation District Energy and authorized the Mayor and City Clerk to execute the documents on behalf of the City.

FU 7.7
CITY COUNCIL

FRED M. REID, Mayor
ROBERT G. 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

HENRY A. GLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

July 14, 1982

Gail Sipple
Northern California Power Agency
8421 Auburn Boulevard
Suite 160
Citrus Heights, California 95610

Re: NCPA Service Schedule for TID Energy

Dear Gail:

Enclosed herewith please find certified copy of Resolution 82-69 approving "NCPA Service Schedule, PG&E-NCPA Amended interruptible Transmission Service Contract (for TID Energy)" and for Interruptible Transmission Service Contract between PG&E and NCPA for Surplus Energy from the Turlock Irrigation District. The resolution further authorizes the Mayor and City Clerk to execute these documents.

Should you have any questions regarding this matter, please do not hesitate to call this office.

Very truly yours,

Alice M. Reimche
City Clerk

AMR/lf
Enc.

P.S. An executed copy of the NCPA Service Schedule for TID energy is also enclosed.

F 0 7/7

RESOLUTION NO. 82-69

RESOLUTION APPROVING "NCPA SERVICE SCHEDULE,
PG&E-NCPA AMENDED INTERRUPTIBLE TRANSMISSION
SERVICE CONTRACT (FOR TID ENERGY)" AND
INTERRUPTIBLE TRANSMISSION SERVICE CONTRACT
BETWEEN PG&E AND NCPA FOR SURPLUS ENERGY
FROM THE TURLOCK IRRIGATION DISTRICT

RESOLVED, that the City Council of the City of Lodi
does hereby approve "NCPA Service Schedule, PG&E - NCPA
amended interruptible transmission service contract (for
TID Energy)", and

RESOLVED, that the City Council of the City of Lodi
does hereby approve interruptible transmission service
contract between PG&E and NCPA for surplus energy from the
Turlock Irrigation District and does hereby authorize the
Mayor and City Clerk to execute this service contract on
behalf of the City of Lodi.

Dated: July 7, 1982

I hereby certify that Resolution 82-69 was passed
and adopted by the City Council of the City of Lodi
in a regular meeting held July 7, 1982 by the
following vote:

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

Noes: Council Members - None

Absent: Council Members - None

ALICE M. REIMCHE
City Clerk

APPENDIX D
 NCPA SERVICE SCHEDULE,
 PG&E - NCPA AMENDED INTERRUPTIBLE TRANSMISSION
 SERVICE CONTRACT
 (for TID 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, hereinafter referred to as the "Participating Member", witnesseth:

WHEREAS, NCPA has entered into an "Amended Interruptible Transmission Service Contract", herein "Transmission Contract" with Pacific Gas and Electric Company, hereinafter PG&E, under date of June 24, 1982, wherein PG&E will provide transmission service under certain conditions for energy purchased by NCPA and its members from Turlock Irrigation District, herein "TID"; and

WHEREAS, the Participating Member desires NCPA to request PG&E to transmit such energy which NCPA has arranged to purchase, herein called "TID 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 hereby requests NCPA to purchase and provide it with TID 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 TID Energy shall be subject to all provisions of the Transmission Contract. Neither NCPA and its agent nor the Participating Member shall be liable for any failure of PG&E to transmit the TID Energy as requested, or at all. By receiving TID Energy pursuant to this agreement the Participating Member warrants that it has entered into arrangements with PG&E to receive credit for the TID Energy obtained by it.

Section 3. NCPA is authorized to use its best judgment in allocating a proportional share of the available TID

Energy and transmission capacity for the use of the Member. Each Participating Member shall, within three working days of receiving necessary system data, provide NCPA with such system data as NCPA may require to allocate TID Energy among the Participating Members. 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 Transmission Contract, 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. 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 TID on account of any Energy purchased by NCPA for the Participating Member under this Service Schedule. The Participating Member shall also pay to NCPA its proportionate share of all costs incurred by NCPA in carrying out its duties under this Service Schedule, upon billing therefor. Any billing based on an initial allocation under Section 1 shall be recalculated and adjusted by NCPA upon the determination of actual Energy delivery to each Participating Member.

Section 5. 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. This Agreement shall take effect as of March 30, 1982, and remain in effect until June 30, 1982.

Section 6. 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 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 TID Energy shall thereafter be allocated to the Remaining Participating Members as provided herein.

Dated: June 24, 1982

NORTHERN CALIFORNIA POWER AGENCY

By

[Signature]
General Manager

City of Lodi

Participating Member

By

[Signature]
Fred M. Reid, Mayor

Attest:

[Signature]
Alice M. Reimche
City Clerk

4-7.



Northern California Power Agency

8421 Auburn Boulevard, Suite 160 Citrus Heights, California 95610

ROBERT E. GRIMSHAW

General Manager

(916) 722-7815

June 25, 1982

RECEIVED

1982 JUN 28 AM 8 58

ALICE M. REIMCHE
CITY CLERK
CITY OF LODI

TO: NCPA's PG&E Cities
FROM: Gail Sipple
SUBJECT: NCPA Service Schedule for TID Energy

Enclosed, for submittal to your governing body for approval, is a copy of the "NCPA Service Schedule, PG&E - NCPA Amended Interruptible Transmission Service Contract (for TID Energy)". Please note that under Section 5, this Service Schedule needs to be approved by resolution.

For your files I have also enclosed an executed copy of the Interruptible Transmission Service Contract between PG&E and NCPA for Surplus Energy from the Turlock Irrigation District.

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 these documents to your City Clerk for processing.

Yours truly,

Gail
GAIL SIPPLE
Executive Assistant

Enclosures

cc: Martin McDonough
Dan Davidson
Norm Hill
Roger Fontes

Approved as to form 6/28/82
Ron Stein

**NCPA SERVICE SCHEDULE,
PG&E - NCPA AMENDED INTERRUPTIBLE TRANSMISSION
SERVICE CONTRACT
(for TID 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, hereinafter referred to as the "Participating Member", witnesseth:

WHEREAS, NCPA has entered into an "Amended Interruptible Transmission Service Contract", herein "Transmission Contract" with Pacific Gas and Electric Company, hereinafter PG&E, under date of June 24, 1982, wherein PG&E will provide transmission service under certain conditions for energy purchased by NCPA and its members from Turlock Irrigation District, herein "TID"; and

WHEREAS, the Participating Member desires NCPA to request PG&E to transmit such energy which NCPA has arranged to purchase, herein called "TID 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 hereby requests NCPA to purchase and provide it with TID Energy. Such energy shall initially be allocated to each Participating Member based on the following percentages:

a)	Santa Clara	63.0 percent
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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 TID Energy shall be subject to all provisions of the Transmission Contract. Neither NCPA and its agent nor the Participating Member shall be liable for any failure of PG&E to transmit the TID Energy as requested, or at all. By receiving TID Energy pursuant to this agreement the Participating Member warrants that it has entered into arrangements with PG&E to receive credit for the TID Energy obtained by it.

Section 3. NCPA is authorized to use its best judgment in allocating a proportional share of the available TID

RESOLUTION NO. 82-22

NORTHERN CALIFORNIA POWER AGENCY

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

Section 1. The General Manager is authorized to execute on behalf of this Agency an agreement with Pacific Gas and Electric Company for interruptible transmission service for surplus energy to be purchased from Turlock Irrigation District, in the form transmitted by the Company under date of June 16, 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>X</u>
Palo Alto	<u>Aye</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 22nd day of June, 1982.

**NCPA SERVICE SCHEDULE,
PG&E - NCPA AMENDED INTERRUPTIBLE TRANSMISSION
SERVICE CONTRACT
(for TID 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, hereinafter referred to as the "Participating Member", witnesseth:

WHEREAS, NCPA has entered into an "Amended Interruptible Transmission Service Contract", herein "Transmission Contract" with Pacific Gas and Electric Company, hereinafter PG&E, under date of June 24, 1982, wherein PG&E will provide transmission service under certain conditions for energy purchased by NCPA and its members from Turlock Irrigation District, herein "TID"; and

WHEREAS, the Participating Member desires NCPA to request PG&E to transmit such energy which NCPA has arranged to purchase, herein called "TID 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 hereby requests NCPA to purchase and provide it with TID Energy. Such energy shall initially be allocated to each Participating Member based on the following percentages:

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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 TID Energy shall be subject to all provisions of the Transmission Contract. Neither NCPA and its agent nor the Participating Member shall be liable for any failure of PG&E to transmit the TID Energy as requested, or at all. By receiving TID Energy pursuant to this agreement the Participating Member warrants that it has entered into arrangements with PG&E to receive credit for the TID Energy obtained by it.

Section 3. NCPA is authorized to use its best judgment in allocating a proportional share of the available TID

Energy and transmission capacity for the use of the Member. Each Participating Member shall, within three working days of receiving necessary system data, provide NCPA with such system data as NCPA may require to allocate TID Energy among the Participating Members. 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 Transmission Contract, 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. 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 TID on account of any Energy purchased by NCPA for the Participating Member under this Service Schedule. The Participating Member shall also pay to NCPA its proportionate share of all costs incurred by NCPA in carrying out its duties under this Service Schedule, upon billing therefor. Any billing based on an initial allocation under Section 1 shall be recalculated and adjusted by NCPA upon the determination of actual Energy delivery to each Participating Member.

Section 5. 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. This Agreement shall take effect as of March 30, 1982, and remain in effect until June 30, 1982.

Section 6. 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 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 TID Energy shall thereafter be allocated to the Remaining Participating Members as provided herein.

Dated: June 24, 1982

NORTHERN CALIFORNIA POWER AGENCY

Participating Member

By [Signature]
General Manager

By _____

**INTERRUPTIBLE
TRANSMISSION SERVICE CONTRACT
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
NORTHERN CALIFORNIA POWER AGENCY
FOR
SURPLUS ENERGY FROM THE TURLOCK IRRIGATION DISTRICT**

This contract hereinafter called "Contract" made by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter referred to as "Pacific" and the NORTHERN CALIFORNIA POWER AGENCY, hereinafter referred to as "NCPA," individually "Party," collectively "Parties,"

WITNESSETH:

WHEREAS, Pacific, a corporation organized under California law, is engaged, among other things, in the business of generating, transmitting and distributing electric capacity and energy in northern and central California;

WHEREAS, NCPA is a public agency created by a joint powers agreement dated July 19, 1968, as amended, entered into pursuant to chapter 5, division 7, title 1 of the California Government Code commencing with section 6500 by the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, Ukiah, and the Plumas-Sierra Rural Electric Cooperative, an associate member of NCPA;

WHEREAS, NCPA and Pacific are in the process of negotiating an Interconnection Contract which will provide for firm transmission service for NCPA consistent with Pacific's Stanislaus Commitments, which is the designation of the document entitled "Pacific Gas and Electric Company Statement of Commitments," which is attached to a letter dated April 30, 1976, by former Pacific President John F. Bonner to former Assistant Attorney General Thomas E. Kauper. They are on file with the Nuclear Regulatory Commission in its Docket No. P-564A;

WHEREAS, NCPA and Cities have executed or intend to execute agreements with the Turlock Irrigation District, hereinafter referred to as TID, under which surplus TID Energy will be delivered to Pacific, for the Cities account at the established Point of Connection defined herein; and

WHEREAS, pursuant to the Stanislaus Commitments, Pacific is willing to transmit on an as available, interruptible basis such TID Energy from the Point of Connection to Pacific's respective Delivery Points with the Cities of Alameda, Healdsburg, Lodi, Lompoc, Ukiah, and Santa Clara, as designated from time to time by NCPA under respective existing Pacific electric resale power contracts with those Cities which shall be amended to the mutual satisfaction of the Parties to accommodate such deliveries.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

- 1.0 DEFINITIONS. Whenever used in this Contract, appendices and attachments hereto, these terms shall have the following meanings:
 - 1.1 "City" - Any one of the entities listed in Appendix A hereto, hereinafter referred to individually as "City," and collectively as "Cities."
 - 1.2 "Delivery Points" - Each of the delivery points as defined in Pacific's existing electric resale contracts with each of the Cities listed in Appendix A.
 - 1.3 "Good Utility Practice" - Those practices, methods and equipment, including levels of reserves and provisions for contingencies, as modified from time to time, that are at least as good as those commonly used in the Service Area to operate, reliably and safely, electric power facilities to serve a utility's own customers dependably and economically, with due regard for the conservation of natural resources and the protection of the environment of the Service Area, provided such practices, methods and equipment are not unreasonably restrictive.
 - 1.4 "TID Energy" - Surplus Energy purchased by NCPA for the Cities, or by the Cities, from TID owned facilities and delivered for the account of the Cities to Pacific at the Point of Connection.
 - 1.5 "Point of Connection" - The established delivery point at Westley at which TID Energy is delivered to Pacific for the account of the Cities in each case.
 - 1.6 "Service Area" - Means that area within the exterior geographic boundaries of the several areas electrically served at retail, now or in the future, by Pacific, and those areas in northern and central California adjacent thereto.

1.7 "Oakdale Interconnection" - The established interconnection point between the City and County of San Francisco, hereinafter referred to as "CCSF" and TID.

2.0 PACIFIC'S TRANSMISSION SERVICE

2.1 NCPA Purchase of TID Energy and Resale to Cities.
Pacific shall provide non-firm transmission service on an as available, interruptible basis, for TID Energy purchased by NCPA and the Cities, and delivered to Pacific at the Point of Connection for transmission to Delivery Points.

2.1.1 To the extent that there is unused transmission capacity available on Pacific's system, Pacific shall use best efforts to provide the requested transmission service for NCPA on an interruptible basis for TID Energy. When provided to NCPA, such transmission service shall be to any City listed in Appendix A hereto as designated by NCPA pursuant to Section 2.8; provided, that such City has executed the NCPA Service Schedule, attached hereto as Appendix D. Pacific shall be the sole judge whether there is transmission capacity available on its system.

2.1.2 Transmission service shall be subject to automatic interruption or curtailment when Pacific, in its sole judgment, determines such curtailment to be necessary. Normally, Pacific will endeavor to give NCPA reasonable advance notice of any planned curtailment; provided, Pacific reserves the right to curtail said service without notice. In the event of such curtailment, Pacific shall upon request provide NCPA with a brief explanation of the reasons for such curtailments.

2.2 Transmission Service Agreement

2.2.1 Pacific shall not be required by this Contract to provide transmission service if the proposed transaction would be inconsistent with Good Utility Practice or if the necessary transmission facilities are committed at the time of the request to be fully-loaded during the period for which service is requested, or have been previously reserved by Pacific for emergency purposes, or other uses consistent with Good Utility Practice.

- 2.2.2 Pacific shall not be required by this Contract to transmit TID Energy to the extent such transmission would cause any spilling of water past any of Pacific's hydroelectric generating facilities within the Service Area which would otherwise not occur absent such transmission service or would result in Pacific taking action that would be in violation of existing Pacific contracts or obligations.
- 2.2.3 Pacific shall not be required under this Contract to construct any additional facilities or otherwise modify any existing facilities in order to provide transmission service pursuant to this Contract.
- 2.2.4 Pacific shall not be required under this Contract to transmit TID Energy, or may interrupt or curtail such service, if, in the determination of Pacific, it is reasonably necessary in order to comply with any California Public Utilities Commission order prohibiting Pacific from making geothermal generation curtailments or curtailments of generation from other small power producers.
- 2.2.5 Pacific shall not be required by the Contract to transmit TID Energy and may interrupt or curtail such service unless a valid, enforceable contract exists between NCPA and TID providing for the purchase of TID Energy by NCPA or Cities during the term of this Contract.

2.3 Transmission Notice

- 2.3.1 NCPA shall use its best effort to inform Pacific on a weekly basis of the amount of TID Energy that TID expects to deliver to Pacific at the Point of Connection to be transmitted to NCPA Cities during that week.
- 2.3.2 Pacific may reduce the amounts of TID Energy which can be transmitted to Cities at any time prior to or during the hour of delivery if necessary because of system conditions, curtailments, outages or changes in Pacific's transmission system loading conditions, or for any other reason which in Pacific's opinion results in a reduction of transmission capability available for Cities.

- 2.4 Transmission Losses. All transmission deliveries under the provisions of this Contract for TID Energy shall be reduced for transmission, distribution and transformation losses as set forth in Appendix B.
- 2.5 Delivery Conditions. Pacific shall not be obligated to make any changes in transmission facilities as a result of this Contract.
- 2.6 Transmission Service Rate. NCPA and Pacific agree that Pacific's rates for transmission service referred to in this Contract are as specified in the rate schedule attached hereto as Appendix C.
- 2.7 Cities' Electric Resale Power Contracts with Pacific. Pacific shall offer to amend, and if the offer is accepted shall amend, the existing electric resale power contracts between Pacific and those Cities having such contracts in a manner mutually satisfactory to those Parties to accommodate purchases of TID Energy, and to define the proper power accounting consistent with the general terms and conditions of Pacific's FERC filed tariffs and any existing contracts.
- 2.8 Delivery and Metering
- 2.8.1 TID Energy shall be delivered to Pacific for the account of the Cities at the Point of Connection. NCPA shall account for the TID Energy deliveries on a half-hour-after-the-fact-basis from the net TID Energy delivered to Pacific and shall allocate such amount of TID Energy to the specified Cities during those half hour periods during which TID delivered energy to Pacific. Pacific shall not be responsible in any way for any payment to TID for any such amounts of TID Energy whether or not that energy is properly accounted for under this Contract.
- 2.8.2 The quantity of TID Energy, expressed in megawatt hours, deemed delivered during each half hour to each NCPA designated City at its Delivery Point(s) shall be determined by NCPA from the amount delivered to Pacific pursuant to Subsection 2.8.1. Such half hourly quantities of TID Energy shall be reduced by the appropriate loss factors pursuant to Section 2.4 to determine the deliveries to each City and the monthly sum of the results shall be the amount of such energy deemed

delivered to each City at its Delivery Points during said month; provided, that any City shall not be credited with an amount of TID Energy in any half hour which exceeds said City's ability to receive such energy during the same half hour.

NCPA shall inform Pacific of the monthly sum of the quantity of TID Energy deemed delivered during each half hour to be credited to the account of each City within 30 days following the receipt of the allocation information from Pacific, pursuant to Section 2.8.5.

2.8.3 Pacific shall not be obligated to transmit and deliver any TID Energy in any half hour in excess of the ability of the Cities to collectively receive such TID energy. In the event that TID delivers energy in excess of such amount, that excess energy shall be deemed inadvertant energy delivered to Pacific subject neither to payment nor return under this Contract.

2.8.4 A dollar amount for TID Energy deemed delivered during the billing period pursuant to Subsection 2.8.2, to Cities which purchased power from Pacific during such billing period, shall be calculated in accordance with applicable provisions of Pacific's rate schedules filed with FERC. Such dollar amount shall be credited to the billing for power deliveries from Pacific to such City during the month following receipt of the amount of energy to be credited to Cities as determined by NCPA pursuant to Subsection 2.8.2. NCPA Cities purchasing surplus TID Energy shall not receive credit against capacity or demand purchases from Pacific under the R-1 schedule.

2.8.5 Pacific will provide to NCPA promptly, after the end of each month the load and delivery data required for NCPA to perform the half hourly accounting as provided for in Section 2.8. Such data shall include but not be limited to the following:

1. Half hourly load data from Cities' individual metering points. This load data will be provided on half inch

magnetic tape with the following specifications: 1600 BPI, 9 Track, IBM compatible format.

2. A copy of Pacific's monthly report R603DT specifying deliveries of half hourly energy quantities to and from TID, excluding TID's cogeneration. For purposes of half hourly allocation of TID Energy to NCPA Cities, the data in the column identified as "Total TID Load on H.H. (Hetch Hetchy)" shall be used to determine the energy quantities to and from TID.
3. If applicable, the necessary data identifying the periods when the transmission was curtailed for energy delivered under this Contract.
4. The net TID Energy delivered to Pacific by TID available for delivery to NCPA Cities and to be allocated by NCPA pursuant to Section 2.8.

NCPA agrees to reimburse Pacific \$150 per month (for April, May, and June), which is to be included in the monthly bill for transmission service, for the expenses incurred by Pacific to provide the data specified above.

3.0 GENERAL PROVISIONS

3.1 Notices

- (a) Any notice, demand, information, report or item otherwise required, authorized or provided for in this Contract, other than dispatching, scheduling and billing shall be deemed properly given if delivered in person or sent by United States mail, postage prepaid, to the persons specified below.

- (1) To Pacific:

H. P. Braun
Vice President, Electric Operations
Pacific Gas and Electric Company
77 Beale Street
San Francisco, California 94106

(2) To NCPA:

Robert E. Grimshaw, General Manager
Northern California Power Agency
8421 Auburn Boulevard
Suite 160
Citrus Heights, CA 95610

Either Party may, by written notice to the other Party at any time, change the designation of the person to be notified or the address of such person.

- (b) Information will be exchanged by telephone between the Pacific system dispatcher and/or scheduler and a representative designated by NCPA.

The existing telephone numbers for Pacific's system dispatcher is (415) 781-4211, extension 1901, and for Pacific's system scheduler (415) 781-4211, extension 1963.

The existing telephone number for NCPA's representative is (916) 722-7800, or such other telephone numbers as shall be designated by NCPA.

- (c) The Parties shall respond in a timely and adequate manner to written and oral requests provided for in this Contract.

- 3.2 Contract Effective Date/Termination. The term of this Contract shall be from March 30, 1982, or as soon thereafter as permitted to become effective by the Federal Energy Regulatory Commission (FERC); provided, this Contract is expressly conditioned upon FERC's acceptance of all provisions thereof, without change or condition and will not become effective unless so accepted, unless otherwise agreed by the Parties. This Contract shall remain in effect from said effective date until and including June 30, 1982 and no longer unless extended by mutual agreement; provided that in the event the Oakdale Interconnection between the CCSF and TID is closed, the Parties shall make best efforts to agree on an alternative procedure to deliver the quantity of TID Energy available to the Cities under this Contract. If the Parties, in spite of best efforts, are unable to agree this Contract shall not be in effect during such closure of the Oakdale Interconnection.

3.3 Liability

- (a) Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party.
- (b) A Party, its directors, officers, agents and employees, shall not be liable to the other Party for damage to the system of such other Party caused by an electric disturbance on the first Party's system, or on the system of another, whether or not such electric disturbance results from negligence of the first Party.

3.4 Indemnification

- (a) Each Party as indemnitor shall hold harmless and indemnify the other Party and the directors, officers and employees of such other Party against and from any and all liability for damages for injuries to persons or damage to property, except as provided in paragraph 3.3(b), resulting from or arising out of the engineering, design, construction, maintenance or operation of or the making of replacements, additions or betterments to, the indemnitor's facilities. None of the indemnity and hold harmless provisions set forth in this paragraph shall apply to injuries or damage arising from the sole negligence or willful misconduct of the indemnitee, or the indemnitee's agents, servants or independent contractors who are directly responsible to said indemnitee.
- (b) Each Party as indemnitor shall hold harmless and indemnify the other Party and the directors, officers and employees of such other Party from all claims by or liability to any resale or ultimate consumer of the indemnifying Party or its member Cities, for any loss, injury or damage occurring within the boundaries of the service area of the indemnifying Party or its member Cities resulting from an electric disturbance on such other Party's system, whether or not such electric disturbance results from negligence of such other Party. As used in this paragraph, the term "ultimate consumer" means an electric customer to which power is delivered for use and not for resale, including the electric customers of a City.

- 3.5 Uncontrollable Force. Except as herein designated, neither Party shall be liable to the other for failure to perform its obligations hereunder, except payment of money, to the extent such failure is due to strikes, lockouts, labor disputes, riots, war, acts of Government having jurisdiction, acts of God or the public enemy, unavoidable accidents, whether similar to the matters herein enumerated or not. A claim by a Party of failure to perform due to an Uncontrollable Force shall excuse the other Party from performance hereunder until the Party asserting such Uncontrollable Force resumes performance of this Contract. Either Party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch.
- 3.6 No Dedication of Facilities. Any undertaking by one Party to the other Party under any provision of this Contract shall not constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of any Party as an independent electric system.
- 3.7 Titles. All indexes, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or to affect the meaning of the contents of this Contract or the scope thereof.
- 3.8 Regulatory Authority
- (a) This Contract is subject to the jurisdiction of those governmental agencies having control over the Parties and this Contract. Pacific will file this Contract with the FERC as a rate schedule in a timely manner and shall prosecute such proceedings thereon diligently. The Parties hereto shall take all reasonable action necessary to secure approval by FERC of this Contract in its entirety and without change.
- (b) Cities shall have full responsibility for providing the necessary Cities facilities to accept power transmitted under this Contract.
- 3.9 Rate Changes. Nothing contained herein shall be construed as affecting in any way the right of Pacific, in furnishing service under provisions of this Contract to unilaterally make application to the FERC for a rate or for a change in rates, under section 205 of the Federal Power Act and pursuant to the FERC Rules and Regulations promulgated thereunder.

3.10 Assignment. No voluntary assignment of this Contract by either Party, except to Cities by NCPA, shall be effective without the prior written consent of the other Party.

3.11 Billing and Payment

(a) Monthly payment by NCPA for transmission service, as described in Section 2.6, shall be based on the net amount of TID Energy delivered to Pacific for the account of the Cities and allocated by NCPA at the Point of Connection. NCPA shall pay all bills submitted by Pacific pursuant to this Contract within 15 days of receipt of such bills. Where the 15th day falls on a Saturday, Sunday, or Legal holiday, the payment shall be due on the first business day following such due date.

Overdue or adjusted amounts shall accrue interest at the rate of one and one-half percent per month, or the maximum legal rate, whichever is less, from the payment due date of the billing, referencing such amounts, until paid. Any adjustments shall be made in the next regular billing following the month that it is determined an adjustment is necessary. Disputes between NCPA and a third party shall not excuse payment pursuant to this Contract.

(b) All billing statements and compensation as required by this Contract shall be on a calendar month basis and shall begin on 0001 hours on the first day of each calendar month unless otherwise agreed.

3.12 Appendices. The appendices attached hereto and as modified from time to time in writing signed by both Parties are made an express part of this Contract.

3.13 Applicable Law. The provisions of this Contract and all rights and obligations hereunder shall be governed by and constructed in accordance with the laws of California.

3.14 Integration. This Contract contains the entire agreement and understanding between the Parties as to the subject matter of this Contract. It merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between them whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither of the

Parties will be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.

3.15 Non-Waiver. The failure of either Party to enforce at any time any of the provisions of this Contract or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this Contract or any part thereof, or the right of either Party thereafter to enforce each and every provision.

IN WITNESS WHEREOF the Parties hereto have caused this Contract to be executed this 24th day of June, 1982.

PACIFIC GAS AND ELECTRIC COMPANY

By George A. Manietis

NORTHERN CALIFORNIA POWER AGENCY

By Robert E. Grimshaw
Robert E. Grimshaw
General Manager

APPENDIX A

City of Alameda, California

City of Healdsburg, California

City of Lodi, California

City of Lompoc, California

City of Santa Clara, California

City of Ukiah, California

APPENDIX B
Transmission, Distribution and Transformation Losses

<u>City Delivery Points</u>	<u>Voltage Level or Function</u>	<u>Loss Factors Applicable at Transmission Input¹ to Reflect Quantities Delivered Energy</u>
Alameda	12 kV	.943
Healdsburg	60 kV	.960
Lodi	60 kV	.960
Lompoc	60 kV	.960
Santa Clara	115 kV	.960
Ukiah	12 kV	.960

¹ Input to PGandE's 230 kV transmission system at Westley Point of Connection.

APPENDIX C
NCPA - Rates for Interruptible
Transmission and Associated Services

Billing demand to NCPA Cities will not be changed by the services to be carried out under the terms of this Contract. In addition, the rates for interruptible transmission service shall consist of:

- a) Any transmission energy losses as applicable to NCPA Cities receiving energy over interruptible transmission (See Appendix B) plus
- b) A service charge of 3.67 mills/kWh on all energy delivered to participating NCPA Cities at the Point of Connection.

APPENDIX D
 NCPA SERVICE SCHEDULE,
 PG&E - NCPA AMENDED INTERRUPTIBLE TRANSMISSION
 SERVICE CONTRACT
 (for TID 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, hereinafter referred to as the "Participating Member", witnesseth:

WHEREAS, NCPA has entered into an "Amended Interruptible Transmission Service Contract", herein "Transmission Contract" with Pacific Gas and Electric Company, hereinafter PG&E, under date of June 24, 1982, wherein PG&E will provide transmission service under certain conditions for energy purchased by NCPA and its members from Turlock Irrigation District, herein "TID"; and

WHEREAS, the Participating Member desires NCPA to request PG&E to transmit such energy which NCPA has arranged to purchase, herein called "TID 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 hereby requests NCPA to purchase and provide it with TID 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 TID Energy shall be subject to all provisions of the Transmission Contract. Neither NCPA and its agent nor the Participating Member shall be liable for any failure of PG&E to transmit the TID Energy as requested, or at all. By receiving TID Energy pursuant to this agreement the Participating Member warrants that it has entered into arrangements with PG&E to receive credit for the TID Energy obtained by it.

Section 3. NCPA is authorized to use its best judgment in allocating a proportional share of the available TID

Energy and transmission capacity for the use of the Member. Each Participating Member shall, within three working days of receiving necessary system data, provide NCPA with such system data as NCPA may require to allocate TID Energy among the Participating Members. 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 Transmission Contract, 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. 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 TID on account of any Energy purchased by NCPA for the Participating Member under this Service Schedule. The Participating Member shall also pay to NCPA its proportionate share of all costs incurred by NCPA in carrying out its duties under this Service Schedule, upon billing therefor. Any billing based on an initial allocation under Section 1 shall be recalculated and adjusted by NCPA upon the determination of actual Energy delivery to each Participating Member.

Section 5. 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. This Agreement shall take effect as of March 30, 1982, and remain in effect until June 30, 1982.

Section 6. 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 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 TID Energy shall thereafter be allocated to the Remaining Participating Members as provided herein.

Dated: June 24, 1982

NORTHERN CALIFORNIA POWER AGENCY

Participating Member

By

[Signature]
General Manager

By _____