

RESOLUTION NO. 85-41

RESOLUTION APPROVING AMENDMENT NO. 2 TO CONTRACT NO.  
DE-MS65-82WP59015 UNITED STATES DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION CENTRAL VALLEY  
PROJECT, CALIFORNIA - SUPPLEMENTAL CONTRACT FOR  
ELECTRIC SERVICE TO THE CITY OF LODI

RESOLVED that the City Council of the City of Lodi does hereby approved Amendment No. 2 to Contract No. DE-MS65-82WP59015 United States Department of Energy Western Area Power Administration Central Valley Project, California - Supplemental Contract for Electric Service to the City of Lodi a copy of which is attached hereto, identified as Exhibit A and thereby made a part hereof.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the subject document on behalf of the City of Lodi.

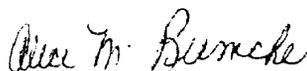
Dated: March 20, 1985

I hereby certify that Resolution No. 85-41 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 1985 by the following vote:

Ayes: Council Members - Pinkerton, Reid  
Hinchman, Olson,  
and Snider (Mayor)

Noes: Council Members - None

Absent: Council Members - None

  
Alice M. Reimche  
City Clerk

Amendment No. 2 to  
Contract No. DE-MS65-82WP59015

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UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
CENTRAL VALLEY PROJECT, CALIFORNIA

SUPPLEMENTAL CONTRACT FOR ELECTRIC SERVICE TO

CITY OF LODI

Amendment No. 2 to  
Contract No. DE-MS65-82WP59015

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
CENTRAL VALLEY PROJECT, CALIFORNIA

CITY OF LODI

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Amendment No. 2 to  
Contract No. DE-MS65-82WP59015

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Central Valley Project, California

SUPPLEMENT TO CONTRACT FOR ELECTRIC SERVICE  
TO CITY OF LODI, CALIFORNIA

1. This contract amendment made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved August 26, 1937 (50 Stat. 844, 850), the Act of Congress approved August 4, 1939 (53 Stat. 1187), the Act of Congress approved August 12, 1955 (69 Stat. 719), the Act of Congress approved October 23, 1962 (76 Stat. 1173, 1191), and the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, hereinafter called the United States, represented by the officer executing this contract, a duly appointed successor or a duly authorized representative, hereinafter called the Contracting Officer, and the CITY OF LODI, CALIFORNIA, a municipal corporation hereinafter called the Contractor represented by the officer executing this contract amendment, his fully appointed successor, or his duly authorized representative,

1 WITNESSETH:

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3 2. WHEREAS, under Appendix E (Letter Agreement Real-Time  
4 Scheduling) dated July 22, 1983, of the Northern California Power  
5 Agency - Pacific Gas and Electric Company Interconnection Agreement  
6 dated September 14, 1983, the Western Area Power Administration and the  
7 Northern California Power Agency may develop procedures for their own  
8 contracting and operating purposes in order that the Northern California  
9 Power Agency may schedule the Central Valley Project (CVP) capacity and  
10 energy on a real-time basis; and

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12 3. WHEREAS, this Amendment fulfills the requirements of Real-Time  
13 Scheduling with respect to the procedures to be followed in the  
14 scheduling and accounting of capacity and energy transmitted by the  
15 United States over the CVP facilities and the facilities of the Pacific  
16 Gas and Electric Company for the Northern California Power Agency as the  
17 agent for the Contractor; and

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19 4. WHEREAS, the United States and the Contractor have agreed to  
20 replace the language of Article 14 of the Power Sales Contract No. DE-  
21 MS65-82WP59015.

22

23 NOW, THEREFORE, in consideration of the mutual covenants herein set  
24 forth, the parties thereto agree as follows:

25

1 TERM OF AMENDMENT

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3 5. This contract amendment shall become effective on March 1,  
4 1985, and shall remain in effect concurrently with the Contract No. DE-  
5 MS65-82WP59015, as amended or supplemented.

6  
7 POWER AND ENERGY DELIVERIES

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9 6. Article 14 of Contract No. DE-MS65-82WP59015 shall be replaced  
10 with the following language as set forth below.

11  
12 "14. All deliveries of CVP capacity and energy by the United  
13 States to the Contractor shall be in accordance with the procedures set  
14 forth in the Contract For Scheduling Service To The Northern California  
15 Power Agency (No. DE-M065-85WP59098) as may be modified or superseded.  
16 For the purpose of this agreement, the Northern California Power Agency  
17 shall be the duly authorized scheduling agent for the Contractor. If  
18 said contract is terminated, deliveries of CVP capacity and energy shall  
19 be billed (Exhibit C) on an estimated basis until such time that  
20 arrangements to bill on metered quantities can be instituted."

1 IN WITNESS WHEREOF, the parties hereto have caused this amendment  
2 contract to be executed the day and year first above written.

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THE UNITED STATES OF AMERICA

By \_\_\_\_\_

Title Area Manager

Address 1825 Bell Street

Sacramento, CA 95825

AGREED AS TO FORM:

*von Stein*  
City Attorney

CITY OF LODI, CALIFORNIA

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

EXHIBIT C

(OPERATING AGREEMENT INCLUDING QUANTITATIVE DETERMINATIONS)

1. This Exhibit C, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, to be effective under and as a part of Contract No. DE-MS65-82WP59015, dated February 24, 1982, (hereinafter called the Contract), shall become effective on the first day of the \_\_\_\_\_ billing period and shall remain in effect until superseded by another Exhibit C; Provided, That;

- (a) Section I of this Exhibit C shall terminate upon the termination of Contract No. DE-M065-85WP59098. Upon the date of termination of said contract, Section II of this Exhibit C shall become effective and binding until a new Exhibit C is executed.
- (b) It is recognized that the Contractor may desire to change its electric service arrangements from time to time and that appropriate modifications may be required in the Exhibit C. Accordingly, the parties will consider a revision to the exhibit if and when the Contractor desires to change its arrangements, the United States reserving specifically the right to terminate this Exhibit C and require the substitution of a new exhibit in the event that the electric service arrangements of the Contractor are altered so that this exhibit no longer is in accordance with the altered arrangements or the principles set forth in the Contract.

Contractor's System Requirements

2. The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the parties that the Contractor's electric service arrangements are such that its system requirements are being supplied from the following sources only:

- (a) Firm power service from the United States.
- (b) Power service from other suppliers.
- (c) Power Service from the Contractor's own sources.

Section I

System Definitions - Scheduling Service

- 3. (a) The maximum demand for billing purposes shall be the maximum scheduled half hour delivery of energy to the Contractor by the Northern California Power Agency (NCPA) during the billing period, not to exceed the contract rate of delivery as set forth in Exhibit B, and adjusted in accordance with Rate Schedule CV-TPT1.

- (b) The total energy for billing purposes shall be the absolute half hour sum of the amounts of energy scheduled to the Contractor by NCPA during the billing period, adjusted in accordance with Rate Schedule CV-TPT1.

Billing Determinations - Scheduling Service

4. (a) The Contractor shall pay for all power and energy scheduled hereunder to its system during such period at the rate provided for in Article 13 of this contract.
- (b) The billing period shall be from 0000 on the first day of the month to 2400 on the last day of the month. The schedules of half-hourly energy to the Contractor by the Northern California Power Agency (NCPA) shall be based upon data provided to the Contracting Officer prior to the fifth working day each month, NCPA shall provide the United States with a complete half-hourly breakdown of its past month's schedules showing deliveries of power from the United States to the Contractor.

SECTION II

(To be implemented upon termination of Contract No. DE-M065-85WP59098)

System Definitions - Metered Service

5. (a) The Contractor's System Demand for any billing period shall be the sum, for the 30-minute interval in which the sum is largest, of the 30-minute integrated demands established during the billing period at the point(s) of delivery as measured and adjusted if necessary in accordance with Exhibit A, and of the 30-minute integrated demands established during the billing period at any point(s) of delivery at other than those where the United States makes deliveries.
- (b) The Contractor's System Energy Requirements for any billing period shall be the sum total of energy delivered during the billing period at the point(s) of delivery, as measured and adjusted if necessary in accordance with Exhibit A, and at the points of delivery at other than those where the United States makes deliveries.

Billing Determinations - Metered Service

6. (a) The billing demand and energy billed for power service in any billing period in which the Contractor's System Demand is equal to or less than the contract rate of delivery as set forth in Exhibit B, the Contractor shall pay for all power and energy delivered hereunder to its system during such period at the rate provided for in Article 13 of this contract.

- (b) (1) The billing demand for firm power service in any billing period in which the Contractor's System Demand is larger than the contract rate of delivery as set forth in Exhibit B, the Contractor shall pay for electric service at the rate provided for in Article 13 using the effective contract rate of delivery set forth in Exhibit B, as the billing demand:
- (2) The energy billed for firm power service in any billing period in which the Contractor's System Demand is larger than the contract rate of delivery, as set forth in Exhibit B, shall be determined by the following formula:

$$\text{Energy Billed} = \frac{A}{B} \times C$$

Where: A = The maximum contract rate of delivery for firm power service as established by Exhibit B, of the contract.

B = Contractor's System Demand as determined pursuant to paragraph 5(a), Section II.

C = Contractor's System Energy Requirements as determined pursuant to paragraph 5(b), Section II.

THE UNITED STATES OF AMERICA

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

CITY OF LODI

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Attest:

\_\_\_\_\_