

**Power & Water Resources Pooling Authority**  
**Resolution 23-06-10**

**AMENDMENT 1 TO THE BASE RESOURCE DISPLACEMENT CONTRACT**

WHEREAS, the Power and Water Resources Pooling Authority (“PWRPA”) provides electric service to its customers under specified terms and conditions; and

WHEREAS, the Western Area Power Administration (“WAPA”) shall market the surplus generation from the Central Valley Project pursuant to its 2025 Power Marketing Plan (“Marketing Plan”); and

WHEREAS, pursuant to the Marketing Plan, WAPA executed Base Resource Contract 21-SNR-02613 with PWRPA on October 13, 2021; and

WHEREAS, certain Base Resource customers are not directly connected to WAPA’s transmission system (“NDCCs”) and other Base Resource customers are directly connected to WAPA’s transmission system (“DCCs”); and

WHEREAS, all PWRPA Project Participants are NDCCs; and

WHEREAS, the loads that the NDCCs are serving with power received under their Base Resource Contracts incur charges from the CAISO for imports from the Balancing Authority of Northern California (“BANC”) and Turlock Irrigation District (“TID”) balancing authority (“BA”) areas and at times the DCCs export resources out of the CAISO BA into the BANC and TID BAs, resulting in DCCs incurring charges from the CAISO; and

WHEREAS, the NDCCs and the DCCs created a Displacement Program under which the NDCCs Base Resource can be scheduled to the DCCs in the BANC and TID BAs, and the DCCs in turn can schedule an equal amount of energy in quality, quantity, and timing to the NDCCs from resources scheduled from or through the CAISO BA; and

WHEREAS, WAPA offered the Contract for Displacement of Base Resource with Central Valley Project Customers Program (Contract 09-SNR-01256) which was approved by the PWRPA Board of Directors on November 4, 2009, in Resolution 09-05-05; and

WHEREAS, WAPA now offers Amendment 1 to Contract 09-SNR-01256 which extends the termination date for an additional two years until to December 31, 2026.

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NOW, THEREFORE, BE IT RESOLVED that the Board hereby:

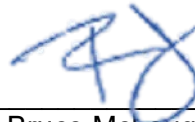
1. Approves Amendment 1 (Extension) to the Contract for Displacement of Base Resource with Central Valley Project Customers, appended hereto as Exhibit A.
2. Directs the Chairman to complete, electronically sign, date and return the Amendment 1 to the Western Area Power Administration.

PASSED AND ADOPTED by the Pooling Authority Board of Directors this 7<sup>th</sup> day of June 2023, by the following vote on roll call:

AYES	Arvin-Edison WSD, Banta Carbona ID, Byron Bethany ID, Cawelo Water District, Glenn-Colusa ID, James ID, Lower Tule River ID, Princeton/Provident ID, RD 108, Santa Clara Valley WD, Sonoma County Water Agency, West Stanislaus ID, Westlands Water District, Zone 7 Water Agency (100.0% <i>Voting Shares</i> )
NOES	None
ABSENT	None



\_\_\_\_\_  
David Weisenberger  
Chairman



\_\_\_\_\_  
Attest by: Bruce McLaughlin  
Secretary

**ATTACHMENT A**  
**to**  
**RESOLUTION 23-06-10**

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 1  
(Extension)

TO THE  
CONTRACT FOR DISPLACEMENT OF BASE RESOURCE

WITH

CENTRAL VALLEY PROJECT CUSTOMERS

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 1  
(Extension)

TO THE  
CONTRACT FOR DISPLACEMENT OF BASE RESOURCE

WITH

CENTRAL VALLEY PROJECT CUSTOMERS

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3 UNITED STATES  
4 DEPARTMENT OF ENERGY  
5 WESTERN AREA POWER ADMINISTRATION  
6 SIERRA NEVADA REGION

7 AMENDMENT 1  
8 (Extension)

9 TO THE  
10 CONTRACT FOR DISPLACEMENT OF BASE RESOURCE  
11 WITH  
12 CENTRAL VALLEY PROJECT CUSTOMERS

13 **1. PREAMBLE:**

14 This Amendment 1 to Contract 09-SNR-01256 (Displacement Contract) is made this  
15 \_\_\_\_\_, between the United States of America, Department of Energy,  
16 Western Area Power Administration (WAPA) and the Central Valley Project (CVP)  
17 preference power customers signing this Contract and set forth in Exhibit A, all  
18 collectively called Parties.

19 **2. EXPLANATORY RECITALS:**

20 2.1 The Parties entered into the Displacement Contract on June 1, 2009. The  
21 Displacement Contract sets forth the terms and conditions of the Displacement  
22 Program.

23  
24 2.2 Under the Displacement Contract, the Non-Direct Connect Customers  
25 (NDCC) First Preference Power or Base Resource is scheduled to the Direct  
26 Connect Customers (DCC) in the BANC/WAPA and TID balancing authority  
27 areas, and the DCCs provide an equal amount of energy in quality, quantity, and  
28 timing to the NDCCs from resources scheduled from or through the CAISO BA.

1 2.3 The purpose of the Displacement Program is to preserve the benefit of  
2 First Preference Power and Base Resource, create efficiencies, and minimize  
3 delivery costs among the NDCCs and the DCCs.  
4

5 2.4 The Displacement Contract terminates on December 31, 2024. The  
6 Parties desire to extend the term of Displacement Contract as described in this  
7 Amendment.  
8

9 **3. AGREEMENT:**

10 The Parties agree to the terms and conditions set forth herein.  
11

12 **4. TERM OF AMENDMENT:**

13 This Amendment shall become effective upon execution and shall remain in effect  
14 concurrently with the Displacement Contract.  
15

16 **5. MODIFICATION OF SECTION 4 (EFFECTIVE DATE AND TERM OF**  
17 **CONTRACT) OF THE DISPLACEMENT CONTRACT:**

18 The following subsection of Section 4 of the Displacement Contract is hereby modified  
19 as shown below:

20 "4.1 This Contract shall become effective on the first day WAPA  
21 designates, and shall remain in effect until midnight of December 31,  
22 2026, subject to prior Termination, as otherwise provided for herein. All  
23 requirements set forth in Sections 4.1.1 and 4.1.4 herein must be met prior  
24 to this Contract becoming effective."

25 ///

26 ///

27 ///

28 ///

1 **6. DISPLACEMENT CONTRACT TO REMAIN IN EFFECT:**

2 Except as expressly modified by this Amendment, said Displacement Contract shall  
3 remain in full force and effect, and this Amendment shall be subject to all provisions of  
4 the Displacement Contract, except as herein amended.  
5

6 **7. AUTHORITY TO EXECUTE:**

7 Each individual signing this Amendment certifies that the Party represented has duly  
8 authorized such individual to execute this Amendment that binds and obligates the  
9 Party.  
10

11 **8. EXECUTION BY COUNTERPARTS:**

12 This Amendment may be executed in any number of counterparts and, upon execution  
13 and delivery by each Party, the executed and delivered counterparts together shall have  
14 the same force and effect as an original instrument as if all Parties had signed the same  
15 instrument. Any signature page of this Amendment may be detached by any  
16 counterpart of this Amendment without impairing the legal effect of any signatures  
17 thereon and may be attached to another counterpart of this Amendment identical in  
18 form hereto, by having attached to it one or more signature pages.  
19

20 **9. ELECTRONIC SIGNATURES:**

21 The Parties agree that this Amendment may be executed by handwritten signature or  
22 digitally signed using DocuSign, Adobe Sign or Adobe E-Signature. An electronic or  
23 digital signature is the same as a handwritten signature and shall be considered valid  
24 and acceptable.

25 ///

26 ///

27 ///

28 ///



1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be  
2 executed the day and year first above written.

3  
4 EASTSIDE POWER AUTHORITY

5 (Attest)

6 By: \_\_\_\_\_

Name:

7 Title: \_\_\_\_\_

8 By: \_\_\_\_\_

Address: \_\_\_\_\_

9 Title: \_\_\_\_\_

10  
11 MARIN CLEAN ENERGY

12 (Attest)

13 By: \_\_\_\_\_

Name:

14 Title: \_\_\_\_\_

15 By: \_\_\_\_\_

Address: \_\_\_\_\_

16 Title: \_\_\_\_\_

17  
18 MODESTO IRRIGATION DISTRICT

19 (Attest)

20 By: \_\_\_\_\_

Name:

21 Title: \_\_\_\_\_

22 By: \_\_\_\_\_

Address: \_\_\_\_\_

23 Title: \_\_\_\_\_

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NORTHERN CALIFORNIA POWER AGENCY

(Attest)

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

POWER AND WATER RESOURCES  
POOLING AUTHORITY

(Attest)

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

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CITY OF REDDING

(Attest)

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

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CITY OF ROSEVILLE

(Attest)

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

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SACRAMENTO MUNICIPAL UTILITY DISTRICT

(Attest)

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF SANTA CLARA  
dba SILICON VALLEY POWER

(Attest)

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

TURLOCK IRRIGATION DISTRICT

(Attest)

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_

Name: Arun K. Sethi

Title: Vice President of Power Marketing for

Sierra Nevada Region

Address: 114 Parkshore Drive

Folsom, California 95630