

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION
CENTRAL VALLEY PROJECT, CALIFORNIA
AND
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION
AND
CENTRAL VALLEY PROJECT CUSTOMERS

AGREEMENT FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

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6 AND

7 UNITED STATES
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11 AND
12 CENTRAL VALLEY PROJECT CUSTOMERS

13 AGREEMENT FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR
14 CENTRAL VALLEY PROJECT POWER FACILITIES

- 15 1. **PREAMBLE:** This Agreement is made this 12th day of November, 1997, pursuant to
16 the Acts of Congress approved June 17, 1902 (32 Stat. 388); March 4, 1921 (41 Stat. 1404);
17 January 12, 1927 (44 Stat.957); August 26, 1937 (50 Stat. 844); August 4, 1939 (53 Stat.
18 1187); and August 4, 1977 (91 Stat. 565); and Acts amendatory or supplementary to the
19 foregoing Acts; between the UNITED STATES OF AMERICA (United States), (i) acting by
20 and through the Administrator, Western Area Power Administration, Department of Energy,
21 represented by the Regional Manager, Sierra Nevada Customer Service Region, the officer
22 executing this Agreement, or a duly appointed successor, and (ii) acting by and through the
23 Commissioner, Bureau of Reclamation, Department of the Interior, represented by the
24 Regional Director, Mid-Pacific Region; and the Central Valley Project (CVP) preference
25 power customers signing this Agreement and set forth in [Exhibit A](#), all collectively called
26 Parties.

1 2. **EXPLANATORY RECITALS:**

2 2.1 **Agencies Operation and Maintenance Needs:** Federal appropriations to finance
3 Reclamation's Operation and Maintenance (O&M)Activities have been declining over
4 the past several years. Federal appropriations to finance Western's O&M Activities
5 may also decrease in the future.

6
7 2.2 **Adequate Funding Source:** To properly maintain the CVP power facilities and avoid
8 deferred maintenance, Western and Reclamation require an adequate and reliable
9 source of funding for the O&M Activities.

10
11 2.3 **Purpose of Agreement:** In order to assure a predictable flow of funds for O&M
12 Activities of the CVP power facilities, the Agencies and the Customers desire to
13 establish an O&M Program that will provide a source of funds for the O&M of CVP
14 power facilities and maximize the benefits from those facilities. This Agreement
15 addresses only the power portion of the CVP facilities. Although CVP power O&M
16 expenses are suballocated between the Customers and CVP water customers,
17 contributed funding for the portion suballocated to water customers is not included in
18 this Agreement.

19
20 2.4 **Agreement Description:** This Agreement sets out the procedure for establishing a
21 Governance Board in order to effectively plan and monitor the O&M Program. This
22 Agreement clarifies and sets forth the details of the O&M Program whereby the
23 Customers may contribute funds for Western and Reclamation to perform the O&M
24 Activities required by this Agreement pursuant to 43 U.S.C. §§ 395, 397a. The funds
25 received from the Customers shall be available for expenditure for the specific purpose
26 for which contributed in a like manner as if said funds had been specifically
27 appropriated for said purposes.

28

1 3. **AGREEMENT:** In consideration of the mutual benefits to be received through this
2 Agreement, the Parties agree to the terms and conditions set forth herein.

3
4 4. **TERM AND TERMINATION OF AGREEMENT:**

5 4.1 **Term:** This Agreement shall become effective upon execution by both Agencies and
6 shall remain in effect until terminated. The Agencies will execute this Agreement
7 upon signature by fifty percent (50%) of the CVP preference power customers and
8 enough Contributors to form the Governance Board.

9
10 4.2 **Termination:** The Governance Board may vote to terminate this Agreement if, in its
11 opinion Contributions are not at a level to provide an effective O&M Program;
12 Provided, That the termination will not be effective until it is determined by the
13 Agencies, through written notice, that all work has been completed under the last
14 Customer O&M Funding Plan approved by the Governance Board; Provided Further,
15 That after December 31, 2004, the Agencies may agree to terminate this Agreement if
16 at any time there are not at least five (5) Customer members on the Governance Board.
17 A one hundred twenty (120) day written notice to all Customers must be given by the
18 Secretary of the Governance Board prior to termination pursuant to this Section.

19
20 5. **DEFINITION OF TERMS:** As used herein, the following terms shall have the following
21 meanings when used with initial capitalization, whether singular or plural:

22
23 5.1 **Agency(ies):** U.S. Department of the Interior, Bureau of Reclamation, Mid-Pacific
24 Region (Reclamation) and/or U.S. Department of Energy, Western Area Power
25 Administration, Sierra Nevada Customer Service Region (Western).

1 5.2 **Capital Improvement Projects (CIP):** Replacements or additions of one or more
2 units of property that are generally capitalized and amortized in Western's power
3 repayment study. These replacements or additions are generally: (a) items that will be
4 replaced as a complete unit more than one time within the period of analysis as defined
5 in the most recent Agencies' document titled "Replacements Units, Service Lives,
6 Factors"; and (b) items whose costs are significant compared to the Agencies' annual
7 maintenance expense but are not ordinarily replaced as a part of the normal recurring
8 O&M program.

9
10 5.3 **Contribution:** Monies provided by the Customers to fund a Customer O&M Funding
11 Plan.

12
13 5.4 **Contributor:** A Customer who commits in writing to make contributions equal to or
14 greater than 1/12th of such Customer's share of the estimated annual O&M cost for the
15 FY that is four (4) years out from the current FY, which shall be determined by the
16 formula:

$$\frac{1}{12} * (EC - PU) * \frac{CP}{TP}$$

17
18
19
20 Where:

21 EC= Estimated Annual O&M costs for each FY as set forth in the latest rate
22 case power repayment study.

23 PU= Project Use revenue as set forth in the latest rate case power repayment
24 study.

25 CP= The Customer's Power Entitlement from the latest Power Entitlement
26 Report as prepared by Western.

27 TP= The sum of all preference power customer's Power Entitlement from the
28 latest Power Entitlement Report as prepared by Western.

1 A Customer who has met this definition may fund at a level less than that committed to
2 in meeting this definition only when the sum of all Customer Contributions in a given
3 FY would exceed that needed for the Customer O&M Funding Plan for that FY.
4

5 5.5 **Customer:** CVP preference power customer(s) who sign this Agreement.
6

7 5.6 **Customer O&M Funding Plan:** The plan which defines the spending limits for
8 O&M Activities and CIP approved for funding by Contributions for the FY under
9 consideration.
10

11 5.7 **Emergency:** An unplanned or unanticipated event or circumstance that requires an
12 Agency to take immediate action to preserve, maintain, or re-establish the safety,
13 integrity, or operability of the CVP power facilities that have been affected.
14

15 5.8 **Escrow Account:** An interest bearing account established by the Program Treasurer at
16 a Federally insured bank for the purpose of holding the Contributions until
17 disbursements are made to Western and Reclamation, or the account is otherwise
18 closed.
19

20 5.9 **First Preference Customer:** Those preference power customers in either Trinity,
21 Tuolumne, or Calaveras Counties, as the case may be, which have satisfied the
22 statutory requirements according to the Trinity River Division Act (69 Stat.719) and
23 the New Melones Act of the Flood Control Act of 1962 (76 Stat. 1180).
24

25 5.10 **Fiscal Year (FY):** The Federal fiscal year that begins on October 1 of each calendar
26 year and ends on September 30 of the following calendar year.
27
28

1 5.11 **Governance Board:** The board formed of Customers' and Agencies' representatives
2 that will, among other things, approve the Customer O&M Funding Plan and govern
3 the O&M Program.
4

5 5.12 **Industry Standards:** Guidelines and criteria established, maintained and published by
6 entities such as the Institute of Electrical and Electronic Engineers, Inc., the National
7 Electrical Manufacturers Association, and the American National Standards Institute.
8

9 5.13 **O&M Activities:** Those actions and work elements to be performed to continue the
10 safe, economic, reliable, and environmentally acceptable operation of the CVP power
11 facilities including power related programs such as marketing, rates, studies, billing
12 and energy services.
13

14 5.14 **O&M Activities Budgets:** Itemized obligation plans developed by the respective
15 Agencies that identify both the level of Federal appropriations and Customer
16 Contributions that will be utilized to fund those actions and work elements performed
17 by the Agencies in support of the operations, maintenance and capital improvement
18 projects of the CVP power facilities, for specific fiscal years.
19

20 5.15 **O&M Program:** An arrangement between the Agencies and the Customers whereby
21 Customers provide Contributions and input concerning the O&M Work Plans and CIP
22 of the Agencies. The O&M Program does not include purchased power and CVP
23 power O&M expenses suballocated between the CVP water customers.
24

25 5.16 **O&M Work Plan:** Projections of O&M Activities prepared annually by each Agency
26 displaying priorities, costs, benefits and impacts of various alternatives for their
27 respective annual O&M.
28

1 5.17 **Power Entitlement:** The value (in kilowatts (kW) or as defined in a subsequent
2 marketing plan) of a Customer's contractual right to purchase long-term power from
3 the CVP on an annual basis. Currently this value is called the Contract Rate of
4 Delivery.

5
6 5.18 **Power Entitlement Report:** A report prepared by Western that sets forth each
7 preference power customer's CVP Power Entitlement. This report is currently called
8 the Central Valley Project Contract Rate of Delivery Report.

9
10 5.19 **Program Treasurer:** The entity selected by the Governance Board to establish and
11 perform all financial duties related to the Escrow Account.

12
13 5.20 **Prudent Utility Practice:** Those practices, methods and procedures, as modified from
14 time to time, that are currently and commonly used by electric utilities and other power
15 providers to design, engineer, select, construct, operate, and maintain electric power
16 facilities and equipment dependably, reliably, safely, efficiently, and economically,
17 with due regard to the state of the art in the electric power industry.

18
19
20 5.21 **Reclamation Fund:** The fund established in the U.S. Treasury by Congress under the
21 Reclamation Act of June 17, 1902.

22
23 5.22 **Senior Manager:** The Regional Director for Reclamation, the Regional Manager for
24 Western, or the ranking official of each elected Customer member on the Governance
25 Board.

1 5.23 **Small Customer:** A Customer with a long-term firm allocation of 20 megawatts or
2 less from Western and a maximum load of 40 megawatts or less.

3
4 6. **AGENCIES' OBLIGATIONS:**

5 6.1 **Agencies' O&M Responsibilities:** The Agencies shall remain solely responsible for
6 developing their respective O&M Activities Budgets, including setting the amount of
7 the appropriations request, and for the O&M Activities of their respective CVP
8 facilities.

9
10 6.2 **Interagency Coordination:** The Agencies will coordinate budget and financial
11 transactions in accordance with current budgetary, fiscal, and accounting regulations
12 and policies.

13
14 6.3 **O&M Standards:** The Agencies will perform their O&M Activities using Prudent
15 Utility Practice, Industry Standards, Agency standards, guidelines, and policies; and
16 any applicable laws, regulations, orders, permits, and licenses. The Governance Board
17 may recommend standards for consideration by the Agencies.

18
19 6.4 **Preliminary O&M Work Plans:** Preliminary O&M Work Plans shall be prepared by
20 each Agency, and presented to the Governance Board as set forth in [Section 8.2](#). The
21 preliminary O&M Work Plans shall include, among other things, the minimum level of
22 O&M Activities needed to sustain safety and reliability of the power system, and may
23 include additional O&M Activities which will prevent deterioration, enhance system
24 performance, or improve reliability.

25
26 6.5 **Capital Improvement Project:** A list of prioritized CIP in excess of the
27 predetermined threshold will be maintained by each Agency. CIP items below this
28

1 predetermined threshold, as determined by the Governance Board, may be included in
2 the Agency's respective preliminary O&M Work Plan(s).

3
4 6.6 **Agencies' O&M Activities Budget**: The Agencies will prepare their O&M Activities
5 Budgets using the O&M Work Plans and the approved Customer O&M Funding Plan.

6
7 6.7 **General Reporting Requirements**: The Agencies shall prepare and submit a report to
8 the Governance Board summarizing their respective annual O&M Activities for the
9 preceding FY which provides a general description of the work that was performed.
10 The report will include deviations between planned work and actual work completed,
11 and deviations from forecasted expenditures and costs actually incurred and paid. This
12 report will be prepared and submitted to the Governance Board in accordance with the
13 format and schedule requested by the Governance Board.

14
15 6.8 **CVP Power Facilities Reviews**: CVP power facilities may be reviewed on a periodic
16 or as needed basis, as defined by the Agencies or as requested by any Customer
17 member on the Governance Board. The purpose of the CVP facilities reviews will be
18 to assist the Governance Board in evaluating the O&M Program. These reviews will
19 be coordinated, to the extent practicable, through the Governance Board and will be
20 conducted by qualified representatives independent from the work group directly
21 responsible for the O&M Activities.

22
23 6.9 **Accounting**: The Agencies will maintain appropriate accounts and follow generally
24 accepted accounting principles.

1 **7. CUSTOMER OBLIGATIONS:**

2 7.1 **Customer’s Contribution Level:** Each Customer shall remain solely responsible for
3 determining the magnitude of its respective Contribution level and will indicate such
4 commitment in [Exhibit C](#) by specifying the amount to be contributed for the
5 appropriate FY and signing [Exhibit C](#).

6
7 7.2 **Governance Board Actions:** Customers who contribute will act, in a timely manner,
8 on the approval of or revisions to the Customer O&M Funding Plan in order to
9 facilitate the actions of the Governance Board.

10
11 7.3 **Contributions:** Customers who contribute will allow their Contribution to be
12 expended by the Agencies pursuant to the Customer O&M Funding Plan as approved
13 and revised by the Governance Board. All Contributions will be deposited into an
14 Escrow Account pursuant to [Section 8.3](#).

15
16 7.4 **Funding Commitment:** Any Customer who contributes will make their Contributions
17 available, as requested by Western pursuant to [Section 8.3](#).

18
19 7.5 **Designated Contact:** For purposes of this Agreement, each Customer shall provide
20 the name, title, and address of an employee within the organization who shall be
21 specified as a designated contact of the Customer’s organization. Customers may also
22 provide the name, title, and address of any additional individual(s) to receive copies of
23 all distributions. All contact information will be set forth in [Exhibit A](#).

24
25 7.6 **Designated Representative:** For purposes of this Agreement, each Customer shall
26 provide the name, title, and address of an employee within the organization who shall
27 be specified as a designated representative of the Customer’s organization. The
28

1 Customer's representative will be authorized to represent the Customer in all matters
2 involving the Agreement including the exercise of the Customer's rights and the
3 performance of the Customer's duties under the Agreement and may participate in all
4 elections and percentage votes. The Customer's representative may designate an
5 individual to vote on behalf of the Customer's representative in all elections and
6 percentage votes. Such designation shall be furnished in writing to the Secretary of the
7 Governance Board prior to any election or vote.
8

9 **8. O&M PROGRAM:**

10 8.1 **Interim Process for Customer O&M Funding:** The Governance Board will not be
11 established in time for a complete four-year O&M funding cycle as set forth in [Section](#)
12 [8.2](#) for FY98 through FY2000. It is anticipated that to the extent practicable, the
13 process set forth in [Section 8.2](#) will be followed for FY98 through FY2000. The
14 Agencies will present lists of O&M Activities, instead of O&M Work Plans, to the
15 Governance Board. Based on the information provided by the Agencies, the
16 Governance Board may develop and approve Customer O&M Funding Plans for FY98
17 through FY2000. The Governance Board for this interim process shall be that
18 Governance Board established within 60 days following the effective date of this
19 Agreement.
20

21 8.2 **Customer O&M Funding Process:** The Agencies will continue to pursue
22 appropriations for their respective O&M Activities. The Governance Board will
23 determine the level of funding to be contributed through the development of the
24 Customer O&M Funding Plan. The following process will be utilized in developing
25 the Customer O&M Funding Plan:
26
27
28

1 8.2.1 Preliminary O&M Work Plans: Each Agency will prepare a preliminary
2 O&M Work Plan describing their respective O&M Activities and CIP. The
3 Agencies will include an estimate of the anticipated level of appropriations.
4

5 8.2.2 Prioritization of Preliminary O&M Work Plans: The Governance Board or a
6 committee designated by the Governance Board will work with the Agencies
7 in the prioritization of the specific elements within the preliminary O&M
8 Work Plans. Additional elements that could be funded with Contributions
9 may be included in the prioritization of the specific elements. This step
10 culminates in proposed O&M Work Plans for each Agency including the
11 specific elements which could be funded with Contributions.
12

13 8.2.3 Establishment of Proposed Customer O&M Funding Plan: The Governance
14 Board will review the proposed O&M Work Plans developed pursuant to
15 [Section 8.2.2](#) and will accept or modify the specific elements for funding
16 with Contributions. This step culminates in the proposed Customer O&M
17 Funding Plan.
18

19 8.2.4 Determining Commitment Level: Following the establishment of a proposed
20 Customer O&M Funding Plan, each Customer will individually establish,
21 retain, or increase, as appropriate, its Contribution commitment level. In
22 order to facilitate the Customers timely commitment of Contributions, the
23 following funding guidelines are defined.
24

25 8.2.4.1 Fair-Share Funding Level: A fair-share funding level is determined
26 as the ratio of the Power Entitlement for the individual Customer as
27 listed in [Exhibit B](#), divided by the total Power Entitlement for all the
28

1 Customers listed in [Exhibit B](#), multiplied by the proposed Customer
2 O&M Funding Plan level. The Power Entitlements will be that set
3 forth in the latest Power Entitlement Report.
4

5 8.2.4.2 Maximum Contribution: An individual Customer's Contribution
6 shall not exceed Western's ability to credit the Contribution against
7 the annual power payment obligation of the Customer.
8

9 8.2.4.3 Redistribution of Contribution Commitments: Any redistribution in
10 the level of Contribution commitments required to fund the Customer
11 O&M Funding Plan may be distributed among other concurring
12 Customers.
13

14 8.2.4.4 Total Contributions Available: The sum of all individual
15 Contribution commitments shall be the total Contribution
16 commitments available to fund the Customer O&M Funding Plan.
17

18 8.2.4.5 Commitment: Prior to the Governance Board approving the
19 Customer O&M Funding Plan, each contributing Customer shall
20 commit in writing, pursuant to [Section 7.1](#), to the amount such
21 Customer is willing to contribute.
22

23 8.2.5 Development of the Approved Customer O&M Funding Plan: The
24 Governance Board will revise, as necessary, the proposed Customer O&M
25 Funding Plan and will approve the Customer O&M Funding Plan which will
26 specify the Contributions available for expenditure by each Agency by
27 September 1st, three (3) years prior to the FY under consideration.
28

1 The approved Customer O&M Funding Plan shall include the deposit
2 requirements for each contributing Customer. If the total Contribution
3 commitment level would exceed that needed for the Customer O&M Funding
4 Plan, the individual Customer deposit requirements will be based on the pro
5 rata distribution of the commitments made pursuant to [Section 8.2.4.5](#).

6
7 8.2.6 Agencies' O&M Activities Budgets: The Agencies will use their proposed
8 O&M Work Plans and the approved Customer O&M Funding Plan to
9 develop their respective O&M Activities Budgets. The Agencies' O&M
10 Activities Budgets shall be submitted through the Federal appropriation
11 process and ultimate release of the President's Budget.

12
13 8.2.7 Revision of O&M Work Plans and Customer O&M Funding Plans: Upon
14 release of the President's Budget, the Agencies will compare their submitted
15 O&M Activities Budgets to the funding level identified in the President's
16 Budget. As necessary, the Agencies will analyze and recommend
17 modifications to their O&M Work Plans to avoid conflict with Congressional
18 appropriation language while maintaining the original intent of the previously
19 developed O&M Work Plans. If the Agencies determine that Contributions
20 are no longer needed to maintain the program elements identified in the
21 O&M Work Plans, the Agencies will recommend a reduction in the
22 Contribution level. The Governance Board will then review the
23 recommendations and make appropriate changes to the Customer O&M
24 Funding Plan subject to [Section 8.2.8](#). The Customer O&M Funding Plan
25 will not be increased without the approval of the Governance Board and each
26 contributing Customer who elects to increase its Contribution commitment
27 by revising its Contribution commitment level in [Exhibit C](#).

1 8.2.8 Implementation of Customer O&M Funding Plan: To ensure the Agencies'
2 continued operations, and to allow the Agencies time to incorporate the
3 Governance Board's decisions into their respective O&M Work Plans, the
4 Governance Board's final approval of the Customer O&M Funding Plan
5 must occur no later than August 1st, prior to the FY of implementation to
6 facilitate the steps outlined in [Section 8.3](#). If the Governance Board does not
7 approve a final Customer O&M Funding Plan by August 1st prior to the FY
8 of implementation, the Agencies will operate under the Congressionally
9 approved appropriations level and at the Customer O&M Funding Plan level
10 equal to seventy-five percent (75%) of the Customer O&M Funding Plan
11 approved for that FY pursuant to [Section 8.2.5](#). The Agencies will follow, to
12 the extent practical, the intent of the original Customer O&M Funding Plan
13 in spending at the seventy-five percent (75%) funding level. Subsequent
14 adjustments to the Customer O&M Funding Plan may be made only after the
15 Governance Board's approval.

16
17 8.2.9 Congressional Actions: Congressional actions may modify the President's
18 Budget. Should such action significantly impact the O&M Work Plans, the
19 affected Agency and the Governance Board will review and/or modify the
20 Customer O&M Funding Plan pursuant to [Sections 8.2.4](#) and [8.2.5](#).

21
22 8.2.10 Reprogrammed Items: Latitude to reprogram items within the Customer
23 O&M Funding Plan may be necessary in the overall management of power
24 facilities, or due to unforeseeable circumstances. The threshold for
25 reprogramming will be established by the Governance Board.
26 Reprogramming in excess of the predetermined threshold will be presented
27 by the Agency(ies) for Governance Board approval prior to execution. All
28

1 reprogramming changes made by the Agencies will be documented and
2 reported to the Governance Board within ninety (90) days of occurrence.

3
4 8.2.11 Exigency Fund: An exigency fund may be established by the Governance
5 Board and may be included in the Customer O&M Funding Plan. The level
6 of this fund will be determined based upon exigency requirements, as
7 presented by the Agencies, and/or in the event of an Emergency or other
8 requests brought to the Governance Board. Within this exigency fund, the
9 threshold for Emergency expenditures will be established by the Governance
10 Board. Latitude to make Emergency expenditures within the O&M Work
11 Plans may be necessary in the overall management of power facilities, or due
12 to unforeseeable circumstances. Within ninety (90) days, any Emergency
13 expenditures, within the predetermined threshold made by the Agency(ies),
14 will be documented and reported to the Governance Board. Emergency
15 expenditures in excess of the predetermined threshold will be presented by
16 the Agency(ies) to the Governance Board for approval. Expenditures from
17 the exigency fund, for other than Emergencies, will be approved by the
18 Governance Board on a case-by-case basis.

19
20 8.2.12 Achieved Savings: In order to encourage greater efficiencies in O&M
21 Activities, any savings in the use of the Customer O&M Funds may be
22 directed by the Agencies subject to Governance Board approval.

23
24 8.2.13 Carryover: Unobligated funds in the trust account(s), otherwise known as
25 carryover, will be committed to projects and activities as approved by the
26 Governance Board.

1 8.2.14 Spending Limitations: The Agencies will ensure that spending does not
2 exceed the combined funding level of the appropriations approved for its
3 O&M Activities by Congress and the Customer O&M Funding Plan
4 approved by the Governance Board.
5

6 8.2.15 Changes to Customer O&M Funding Process: Changes to the Customer
7 O&M Funding Process set forth in this Section 8.2 shall be approved by the
8 Governance Board.
9

10 **8.3 Financial Management:**

11 8.3.1 Billing: Western will be responsible for all billing of the Contributions under
12 the approved Customer O&M Funding Plan or the default Customer O&M
13 funding level of seventy-five percent (75%). Western will request the
14 contributing Customers to deposit Contributions into an Escrow Account,
15 based on the Customer O&M Funding Plan level determined pursuant to
16 [Section 8.2.5](#) and [Section 8.2.8](#), and guidance provided by the Governance
17 Board in accordance with the terms of this Agreement. Billing for
18 Contributions which includes Escrow Account reserves for a FY will begin in
19 August immediately prior to commencement of the FY. The Governance
20 Board may change the month for the first billing for the FY.
21

22 8.3.2 Contribution Credits on Power Bill: Customers will receive credits on their
23 monthly power bills equal to their previous month's Contribution to be used
24 to finance Agency O&M Activities; Provided, That Customers will not
25 receive credits on their power bills for Escrow Account reserve deposits until
26 Escrow Account reserve funds are withdrawn from the Escrow Account by
27
28

1 the Agencies. If the entire credit cannot be applied to a monthly power bill,
2 the credit balance will be carried forward and applied to future power bills.

3
4 8.3.3 Escrow Account for Customer O&M Funding Plan: Under the direction of
5 the Governance Board, an Escrow Account will be established for depositing
6 the Contributions. Fees associated with the Escrow Account will be
7 deducted from the Escrow Account balance. The Governance Board will
8 select a Program Treasurer to manage and administer the Escrow Account.
9 All funds advanced by the Customers into the Escrow Account will only be
10 used by the Agencies for expenses identified in the Customer O&M Funding
11 Plan approved by the Governance Board and for payment of fees associated
12 with the Escrow Account.

13
14 8.3.3.1 Escrow Account Reserve: The purpose of the Escrow Account
15 reserve is to ensure adequate cash flow for the Agencies
16 expenditure of Contributions. The initial Escrow Account reserve
17 level shall be established by the Governance Board at their first
18 meeting. An initial Escrow Account reserve of at least 1/12
19 (estimated to be \$2 million) of the total annual O&M Program cost
20 is needed prior to any expenditures by the Agencies. With the
21 approval of the Customer O&M Funding Plan, the Governance
22 Board shall determine the appropriate Escrow Account reserve
23 level. It is anticipated that the Escrow Account reserve needed
24 will be approximately 25% of the greater of the current or the next
25 FY Customer O&M Funding Plan.
26
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1 8.3.3.2 Interest Earned in the Escrow Account: Interest will be earned on
2 the funds in the Escrow Account. The interest will be credited to
3 each Customer listed in [Exhibit B](#) in proportion to the individual
4 Customer's annual deposits of funds into the Escrow Account.
5

6 8.3.3.3 End of FY Escrow Account Reconciliation: After the close of the
7 FY, the Program Treasurer shall reconcile the Escrow Account, by
8 Customer, to reflect the actual deposits, Escrow Account fees,
9 credits pursuant to [Section 8.3.2](#), interest earned and late deposit
10 fees. The Program Treasurer will use this Escrow Account balance
11 to prepare a statement of reconciliation for each Customer. The
12 Customer may request a refund of its reconciled balance. If no
13 requests for a refund is received from the Customer within thirty
14 (30) days after receipt of the annual statement of reconciliation, the
15 balance will be carried forward and credited to that Customers
16 Contribution for the next FY.
17

18 8.3.4 Recording Contributions: Contributions used to finance Agencies O&M
19 expenses during any FY will be recorded in the CVP power repayment study
20 for that FY.
21

22 8.3.5 Late Deposit Fee: Contributing Customers who deposit their requested
23 Contribution later than the due date indicated on the bill, will be assessed a
24 late deposit fee on the amount unpaid. Bills not paid in full by the due date
25 shall bear a charge of .05 percent (.05%) of the amount unpaid for each day
26 payment is delinquent. The late deposit fee will not be considered to be a
27
28

1 part of any Contribution. The Governance Board may change the level and
2 mechanism for application of the late deposit fee.

3
4 8.3.6 Trust Accounts for Customer O&M Funding Plan: Funds from the Escrow
5 Account will be transferred into two trust accounts, one for Western and one
6 for Reclamation, within the United States Treasury, where funds will be held
7 prior to commitment, obligation, and expenditure for O&M Activities.
8 Agencies' requests for transfer of funds, will be accomplished in a manner
9 approved by the Governance Board. No interest will be earned on the funds
10 in the trust accounts. Each Agency will administer its respective trust
11 account.

12
13 8.3.7 Refunds: Refunds of Escrow Account balances shall be returned to the
14 Customers as follows:

15
16 8.3.7.1 O&M Program Termination: Should the O&M Program terminate,
17 the balance of funds remaining in the Escrow Account, plus
18 interest earned, less credits received pursuant to [Section 8.3.2](#) and
19 less any Escrow Account fees, will be returned to each Customer
20 proportionate to its level of Contributions.

21
22 8.3.7.2 Individual Termination from the Agreement: Individual
23 termination of participation in the Agreement can occur in two
24 ways and refunds will be made as follows:

25
26 8.3.7.2.1 Termination from Agreement: Should the Customer
27 terminate its participation in the Agreement with the ninety
28

1 (90) day notice pursuant to [Section 9](#), the Customers share
2 of the balance of funds remaining in the Escrow Account,
3 plus interest earned, less credits received pursuant to
4 [Section 8.3.2](#), and less any Escrow Account fees, will be
5 returned to the Customer after the Customer's Contribution
6 commitment(s) have been satisfied.

7
8 8.3.7.2.2 Termination as a Western Preference Power Customer:

9 Should a Customer terminate its electric service contract
10 (primary contract) with Western pursuant to Section 9, the
11 Customer's share of the balance of funds remaining in the
12 Escrow Account, plus interest earned, less credits received
13 pursuant to [Section 8.3.2](#), and less any Escrow Account
14 fees, will be returned to the Customer within ninety (90)
15 days of contract termination.

16
17 8.3.7.3 Change in level of Contribution: At the change of FY's, Customers
18 who have reduced their Contribution commitment level for the next
19 FY may request a refund of their surplus Escrow Account reserve
20 funds, calculated pursuant to [Section 8.3.3.3](#).

21
22 8.4 **CIP Funding**: Unless otherwise agreed to by the Governance Board, the Agencies
23 will continue to seek appropriations for funding CIP. When appropriations are used,
24 repayment of CIP will be in accordance with repayment requirements set forth in the
25 Agencies' policies on repayment of investment. CIP funding below the threshold
26 established by the Governance Board, will be treated and repaid in the same manner as
27 an annual expense. If any Customer(s) desires to fund CIP in excess of the established
28

1 threshold, such voluntary funding will be subject to the individual Customer's approval
2 and will be performed through a separate agreement with the appropriate Agency.

3
4 9. **TERMINATION OF INDIVIDUAL CUSTOMER PARTICIPATION IN THE**

5 **AGREEMENT**: An individual Customer may terminate its participation in this Agreement
6 upon a ninety (90) day written notice to the Secretary of the Governance Board. When a
7 Customer terminates its participation in this Agreement, all Contribution commitments and
8 all other obligations made by that Customer under this Agreement shall remain in effect until
9 satisfied. After satisfying all Contribution commitments and other obligations made by the
10 Customer pursuant to this Agreement, the Program Treasurer shall return the Customer's
11 share of the remaining Escrow Account balance pursuant to [Section 8.3.3.3](#). Provided, That
12 if such Customer terminates its electric service contract (primary contract) with Western, all
13 of its obligations under this Agreement shall terminate concurrently with the termination of
14 the electric service contract. Provided further, That any late deposits and fees due to the
15 Escrow Account must be fully satisfied prior to termination.

16
17 10. **GOVERNANCE BOARD**: A Governance Board will be established within sixty (60) days
18 following the effective date of this Agreement. Western will notify the Customers of the
19 date of the first Governance Board meeting by giving a thirty (30) day written notice to all
20 Customers.

21
22 10.1 **Qualifications/Membership on Governance Board**: Western, Reclamation, and any
23 Customer meeting the qualifications set forth in this Section 10.1 is eligible to be a
24 member of the Governance Board. The Agencies will represent their respective
25 interests, and the elected Customer members shall represent the interest of their
26 respective Customer group as defined under the following sections.

1 10.1.1 Composition of Governance Board: The Governance Board will be
2 comprised of twelve (12) members. The overall composition of the
3 Governance Board will be:

- | | | | |
|---|-----|-------------|----|
| 4 | (a) | Customers | 10 |
| 5 | (b) | Reclamation | 1 |
| | (c) | Western | 1 |

6 10.1.2 Agencies Membership on Governance Board: The Agencies shall appoint
7 and designate in writing their respective member(s) to the Governance Board.
8

9 10.1.3 Customer Membership on the Governance Board: To ensure equitable and
10 diverse participation of the Customers, Customer membership on the
11 Governance Board shall be grouped as follows:

- 12 (a) Municipal/Public Utility Districts/Rural Electric Cooperatives (6
13 Governance Board members)
- 14 (b) Federal/State/Other (2 Governance Board members)
- 15 (c) Water and/or Irrigation Districts (1 Governance Board member)
- 16 (d) First Preference Customers (1 Governance Board member)

17
18 At least one (1) Small Customer shall be a member in groups (a) and (b)
19 above, and no Customer will have more than one (1) member on the
20 Governance Board. The Contributor in group (a) with the largest annual
21 Contribution commitment shall be deemed a Governance Board member.

22 The preference power customers and their respective groupings are as set
23 forth in Western's *Central Valley Project Contract Rate of Delivery Report*
24 dated May 31, 1996. Any new grouping of preference power customers, or
25 changes to the classification of existing preference power customers, will be
26 proposed by Western and approved by the Governance Board.
27
28

1 10.1.4 Election of Customer Membership on the Governance Board: Each
2 Customer group shall select and designate in writing their members to the
3 Governance Board. To be elected a Customer Governance Board member in
4 Customer groups (a), (c), and (d) as defined in Section 10.1.3, a Customer
5 must be a Contributor. A Governance Board member from Customer group
6 (b) in Section 10.1.3 is only required to be a Customer. Any Customer may
7 nominate a qualified candidate for election to the Governance Board.

8
9 10.1.4.1 Initial elections, by the Customer groups, for membership to the
10 Governance Board will be held on the day of or prior to the first
11 Governance Board meeting. Subsequent elections for all Customer
12 Governance Board members will be held in February 2000 and
13 every three (3) years thereafter.

14
15 10.1.4.2 A Customer Governance Board member may remain on the
16 Governance Board until the member resigns, is replaced in an
17 election, is no longer qualified to be a Customer Governance
18 Board member, or is otherwise removed.

19
20 10.1.4.3 An election to fill any Customer Governance Board member
21 vacancy shall be held prior to or at the next scheduled Governance
22 Board meeting.

23
24 10.1.4.4 Each Customer representative may vote once for each of the
25 available Governance Board positions within its Customer group
26 as outlined in Section 10.1.3. The candidates receiving the most
27 votes are awarded the positions available.

1 10.1.4.5 To vote in an election, any Customer employee or designated
2 representative may vote on behalf of the Customer. A Customer
3 may choose to submit a written vote to the Secretary of the
4 Governance Board. Provided, That if a dispute arises regarding
5 who is representing the Customer only the representative
6 designated in writing may vote.

7
8 10.1.4.6 Western will notify all Customers within each Customer group of
9 the date of the Customer group's first election by giving a thirty
10 (30) day written notice to all Customers. Thereafter, the Secretary
11 of the Governance Board will provide notification of elections.

12
13 10.1.4.7 The election procedures specified in Section 10.1.4 for each
14 Customer group may be changed by a two-thirds (2/3) vote of
15 Customers in that Customer group.

16
17 10.1.4.8 An elected Customer member of the Governance Board may be
18 removed by its respective Customer group subject to a two-thirds
19 vote of Customers in that Customer group.

20
21 **10.2 Quorum and Voting of Governance Board:**

22 10.2.1 Quorum: A majority of the Governance Board members in attendance shall
23 constitute a quorum necessary for the transaction of business at any meeting
24 of the Governance Board. Such quorum must include the Agencies'
25 members on the Governance Board.

1 10.2.2 Voting: All matters coming before the Governance Board for approval shall
2 require the affirmative vote of Western, Reclamation, and two-thirds (2/3) of
3 the Customer Governance Board members present; Provided, That an
4 Agency member shall not vote on the other Agency's O&M Work Plans or
5 the other Agency's proposed expenditure of Contributions.

6
7 The Customer Governance Board member approval shall be based on one
8 vote per Customer Governance Board member, except, after having a vote
9 based on one-member one-vote basis, a Customer Governance Board
10 member or both Agencies jointly may call for a percentage vote on Customer
11 O&M Funding Plan issues only, whereby all Customers listed in [Exhibit B](#)
12 and whose designated representative is present at the meeting, may
13 participate in the voting and may represent only its own interests; Provided,
14 That an Agency may not represent a customer in percentage votes. The
15 percentage vote of each Customer listed in Exhibit B will be based upon that
16 Customer's annual commitment percentage level listed in [Exhibit B](#) for the
17 FY under consideration. An affirmative vote representing two thirds (2/3) of
18 the total Contribution commitment, for the FY under consideration, as set
19 forth in [Exhibit B](#) is required for passage under the percentage vote and shall
20 override the Customer Governance Board member vote taken on a one-
21 member one-vote basis. If less than two-thirds of the percentage level of the
22 Customers listed in [Exhibit B](#) are present, a Governance Board member may
23 call for the vote to be held over until the next Governance Board meeting.

24
25 10.3 Designated Alternate: A Governance Board member may designate an alternate to
26 attend any Governance Board meeting by a written notice to the Secretary of the
27 Governance Board, and such alternate shall have full authority to act and vote in place
28

1 of the absent Governance Board member. An Agency may not serve as an alternate for
2 a Customer Governance Board member.

3
4 **10.4 Duties of the Governance Board:**

5 10.4.1 General Powers: The Governance Board shall take such actions as it may
6 deem appropriate in exercising all of the powers contemplated and
7 conferred by this Agreement.

8
9 10.4.2 Bylaws: The Governance Board shall develop and adopt bylaws within
10 forty five (45) days after its first meeting for circulation to all Parties. An
11 appropriate comment period will be afforded to all Parties prior to its
12 adoption by the Governance Board.

13
14 10.4.3 Committees: The Governance Board may create, direct, and terminate
15 committees as it may deem appropriate. The Governance Board shall set
16 forth the duties and responsibilities of each committee. Each committee
17 shall be subject at all times to the direction and bylaws of the Governance
18 Board.

19
20 **10.5 Function of the Governance Board:** The Governance Board will monitor and
21 provide oversight of the O&M Program and establish general O&M objectives. The
22 Governance Board will have the following powers, duties, and responsibilities in
23 regard to the overall monitoring and oversight of the O&M Program.

24
25 10.5.1 Review of Annual Reports: Review of annual reports on the O&M
26 Program is performed to:

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- (1) Determine that Governance Board approved work is completed as planned; and
- (2) Direct any necessary audits.

10.5.2 Establishment of O&M Objectives: The Governance Board shall establish the objectives for activities related to the expenditure of Contributions as they relate to:

- (1) Annual O&M Activities for the fiscal year under consideration;
- (2) Capital Improvement Projects;
- (3) Strategy for scheduling O&M Activities;
- (4) New or improved goals and/or indices to be accomplished during the FY then under consideration, based upon the previous years' experiences and results; and
- (5) Reporting requirements of the Agencies and Governance Board.

10.5.3 Review and Approval Rights: The Governance Board shall review and approve changes to the Governance Board by-laws and items related to the Customer Contributions, such as:

- (1) Customer O&M Funding Plan;
- (2) Exigency Fund level;
- (3) Expenditure thresholds for Emergency, reprogramming, and CIP;
- (4) Escrow Account administrative duties;
- (5) Escrow Account reserve level; and
- (6) Proposed procedures and schedules for the Contribution collections.

- 1 (2) distribute copies upon request to interested parties, and
2 (3) perform duties that may be reasonably required by the Governance
3 Board. Unless designated to be Western's representative, the
4 secretary of the Governance Board shall not be a voting member
5 of the Governance Board.
6

7 11. **DISPUTE RESOLUTION:**

8 11.1 **Informal Settlement:** The Parties will use good faith efforts to settle all disputes
9 arising under, or in relation to, this Agreement.
10

11 11.2 **Between Western and Reclamation:** Should any dispute arise between the Agencies
12 concerning the O&M Program, the duties or obligations of the Parties, or the
13 implementation or interpretation of the O&M Program, remain unresolved for a
14 period of twenty (20) days, such dispute shall be forwarded to the Agencies' Senior
15 Managers for resolution.
16

17 11.3 **Between the Customers or the Customers and Agency(ies):** Should any dispute
18 arise among the Customers or between the Customers and the Agency(ies) under or in
19 relation to the O&M Program, the duties or obligation of the Parties, or the
20 implementation or interpretation of the O&M Program, that remains unresolved for a
21 period of thirty (30) days (or such shorter or longer time as agreed by the Parties),
22 such dispute shall be forwarded by written notice to the Chair of the Governance
23 Board for resolution by the Governance Board members. The written notice shall set
24 forth the nature of the dispute and the resolution and relief sought. Should the
25 Governance Board be unable to resolve such dispute by unanimous decision, within a
26 period of thirty (30) days from submission of the dispute to them, such dispute shall
27 be forwarded to the Senior Managers, who shall meet within thirty (30) days (or such
28

1 shorter or longer time as agreed by the Senior Managers) to discuss and attempt to
2 reach a resolution of the dispute. Should all attempts at resolution by the Senior
3 Managers prove unsuccessful, with the written consent of all Parties which are parties
4 to such disputes, the dispute will be submitted to mediation which shall be conducted
5 using any procedures agreed to by such Parties. The mediator will not render a
6 decision, but will assist the Parties in reaching a mutually satisfactory agreement. The
7 Parties to the dispute agree to equally split the costs of the mediation.
8

9 12. **AUDIT RIGHTS:**

10 12.1 **Audit Request:** A Party may request the Program Treasurer to cause an audit to be
11 conducted of the Escrow Account established in accordance with this Agreement.
12 Such audits shall not be conducted more often than every two (2) years. Such audit
13 may examine records which relate to work associated with Contributions including,
14 but not limited to, the financial and contractual records of the Program Treasurer,
15 Western, and Reclamation. The costs, including reasonable costs incurred by the
16 Program Treasurer, Western, and/or Reclamation in the performance of the audit,
17 shall be paid by the Party(ies) requesting the audit.
18

19 12.2 **Information Concerning Work Performed:** A Party shall be afforded the
20 opportunity to obtain information concerning work performed under this Agreement
21 through reasonable requests to the Governance Board. If the amount of information
22 desired becomes excessive, as determined by the Governance Board, the Governance
23 Board shall inform the requesting Party(ies) of same, and shall make arrangements to
24 provide the information requested at the sole expense of the requesting Party(ies).
25

26 13. **SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the benefit of and be
27 binding upon the Parties hereto and their respective successors. No Party shall assign its
28

1 interest in this Agreement, in whole or in part, without the prior written consent of the
2 other Parties. In no event, shall any Party assign this Agreement to any Party that is not
3 financially responsible or which cannot perform its obligations pursuant to this Agreement,
4 nor shall any Party assign this Agreement on any terms at variance from those set forth in
5 this Agreement. No permitted assignment or transfer shall change the duties of the Parties,
6 or impair the chances of obtaining performance under this Agreement, except to the extent
7 set forth in such permitted assignment and approved in writing by the Parties.
8

9 14. **ENFORCEABILITY**: It is not the intent of the Parties that this Agreement convey any
10 rights to third Parties to enforce the provisions of the Agreement. This Agreement can
11 only be enforced by the Parties or their successors.
12

13 15. **SEVERABILITY**: If any clause, sentence, paragraph, or part of this Agreement should
14 for any reason be finally adjudged by any court of competent jurisdiction to be
15 unconstitutional or invalid, such judgment shall not affect, impair or invalidate the
16 remainder of this Agreement but shall be confined in its operation to the clause, sentence,
17 paragraph, or part thereof directly involved in the controversy in which the judgment is
18 rendered. If such judgment modifies or holds invalid any material terms or conditions of
19 this Agreement in such a manner that any Party is required to incur new or different
20 obligations not expressly provided herein or forego benefits which it was otherwise entitled
21 to, the Parties shall in good faith renegotiate the terms and conditions affected by the
22 judgment so as to restore the original balance of benefits and burdens contemplated by the
23 Parties as of the effective date of this Agreement. Such renegotiated terms and conditions
24 shall be in the form of an amendment to this Agreement which shall be effective upon
25 execution by the Parties. The original Agreement shall remain in full force and effect, as
26 modified by said judgment, until the negotiation process for the amendment is complete.
27
28

1 16. **GENERAL POWER CONTRACT PROVISIONS:** [Articles 1, 28, 29](#), and [31](#) through
2 [43](#) of the General Power Contract Provisions, effective August 15, 1995, attached hereto,
3 are hereby made a part of this Agreement, the same as if they had been expressly set forth
4 herein.

5
6 17. **RELATIONSHIP OF THE PARTIES:** The covenants, obligations, and liabilities of the
7 Parties are intended to be several and not joint or collective, and nothing herein contained
8 shall ever be construed to create an association, joint venture, trust or partnership, or to
9 impose a trust or partnership covenant, obligations and liabilities under this Agreement.
10 No Party shall be under the control of or shall be deemed to control any other Party. No
11 Party shall be the agent of or have a right or power to bind any other Party without its
12 express written consent, except as expressly provided in this Agreement.

13
14 18. **OWNERSHIP RIGHTS:** The ownership of, the title to, and the operation and
15 maintenance responsibility for any equipment procured with Contributions under the terms
16 of this Agreement shall be in the name of the UNITED STATES.

17
18 19. **LIABILITY:** This Agreement does not confer any liability upon the Customers for any
19 claim, action or judgment , arising out of or in connection with the work generally
20 described in this Agreement.

21
22 20. **ATTACHMENTS AND EXHIBITS MADE PART OF AGREEMENT:** Inasmuch as
23 the signatories, their contacts and representatives, contributing Customers, and individual
24 Customer commitments and Contribution(s) under this Agreement may change during the
25 term hereof, they will be set forth in [Exhibits A, B and C](#) respectively. Each of said
26 exhibits shall become a part of this Agreement during the term fixed by its provisions.
27 [Exhibits A, B and C](#) are attached hereto, and each shall be in force and effect in accordance
28

1 with its terms until respectively superseded by a subsequent exhibit. Upon signature by the
2 Agencies and the Program Treasurer, the Escrow Agreement will become a part of this
3 Agreement and copies will be distributed by Western to all Parties.
4

5 21. **EXECUTION IN COUNTERPART:** This Agreement may be executed in a number of
6 counterparts and shall constitute a single document with the same force and effect as if each
7 Party had signed all other counterparts.
8

9 **IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed the day
10 and year first above written. The signatories hereto represent that they have been appropriately
11 authorized to enter into this Agreement on behalf of the Party for whom they sign.
12

13 **Western Area Power Administration**

14 By: John M Jackson

15 Title: Acting Regional Manager

16 Address: 114 Parkshore Drive

17 Folsom, CA 95630

18 **Bureau of Reclamation**

19 By: Lirk Rodgers

20 *Acting for*
21 Title: Regional Director

22 Address: Mid-Pacific Region

23 2800 Cottage Way

24 Sacramento, CA 95825
25
26
27
28

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

City of Santa Clara

By: Jennifer D. Garcia
Title: City Manager

Attest:

By: Bernadette A. Luse
Title: City Clerk

Address: 1500 Warburton Avenue
Santa Clara, CA 95050

APPROVED AS TO FORM
[Signature]
ASSISTANT CITY ATTORNEY

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability

1.1. These General Power Contract Provisions shall be a part of the contract to which they are attached. These provisions set forth general conditions applicable to the contract. Specific terms set forth in the contract have precedence over any provision herein.

* 1.2. If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with the General Power Contract Provisions, [Articles 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45](#).

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in [Article 34](#) (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes

of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of delivery; Provided. That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1. The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or by the Contractor. The Contractor shall ensure that metering equipment furnished and maintained by the Contractor or another power supplier, as provided in the contract, meets the metering standards of Western if such metering equipment will be used for billing or other accounting purposes by Western.

6.2. Meters shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested, or adjusted, and representatives of the interested parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless another test interval is agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by either party hereto, a supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance. Meters found with broken seals shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Article 6.3 below.

6.3. Except as otherwise provided in [Article 6.4](#) hereof, should any meter that is needed by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during such period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4. If acceptable inspections and tests of a meter needed by Western for billing or other accounting purposes disclose an error exceeding two percent (2%), then correction based upon the inaccuracy found shall be made of the records of services furnished during the period that such inaccuracy has existed as determined by Western; Provided. That if such period of inaccuracy cannot be determined, correction shall be made for the period beginning with the monthly billing period immediately preceding the billing period during which the test was made.

6.5. Any correction in billing resulting from correction in meter records shall normally be made in the next monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties hereto arising out of inaccuracy of metering equipment.

7. If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1. When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2. Unless otherwise provided in the contract or attached rate schedule, the Contractor shall maintain a power factor at each point of delivery ~~from~~ Western's transmission agent as required by the transmission agent.

8.3. Western will endeavor to inform the Contractor from time to time of any changes contemplated on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system because of changes or conditions on the system over which the service is supplied shall not be a charge against or a liability of Western.

8.4. If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days' written notice given to Western prior to making such changes, but not thereafter.

8.5. If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days' written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system (s) to indirect points of delivery and the Contractor shifts any of its loads served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system (s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Article shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1. Western will issue bills to the Contractor for service furnished during the preceding month within ten (10) days after the end of the billing period.

13.2. If Western is unable to issue a timely monthly bill, it may elect to render an estimated bill for that month to be followed by the final bill. Such estimated bill shall be subject to the same payment provisions as a final bill.

13.3. Payments are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western; Provided, That payments received by mail will be accepted as timely and without assessment of the charge provided for in [Article 14](#) (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4. Whenever the parties agree, payments due Western by the Contractor may be offset against payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. For services included in net billing procedures, payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1. Bills not paid in full by the Contractor by the due date specified in [Article 13](#) (Billing and Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2. Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. adjustments for Fractional Billing Period.

For a fractional part of a billing period at the beginning or end of electric service, at the beginning or end of irrigation pumping service each year, a fractional billing period under a new rate schedule, and for fractional periods due to withdrawals of electric services, the demand or capacity charge and minimum charges shall each be proportionately adjusted in the ratio that the number of hours that electric service is available to the Contractor in such fractional billing period bears to the total number of hours in the billing period involved.

16. Adjustments for Curtailments to Firm Service.

16.1. Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of 1 hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to [Article 14](#) (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Article, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2. The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, for each reduction, of: the number of hours of reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3. The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of 1 hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the provisions of this section; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Article to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by [Section 13\(a\)](#) of the Boulder Canyon Project Act of December 21, 1928, (45 Stat. 1057) and the parties to the contract shall observe and be subject to and

*Revised August 15, 1995.

controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the worksite. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1. The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2. If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions of the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning

alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1. The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Western's current "Power Systems Safety Manual," "Construction, Safety, and Health Standards," and "Power System Clearance Procedures" in effect upon the signing of the contract; Except. That, in lieu of the safety program required herein, the Contractor may provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2. The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3. At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4. Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5. In the event the Contractor, its employees, agents, or subcontractors fail to comply with any provision of this Article, or [Article 21](#) (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, and removed subject to compliance with laws, executive orders, and regulations applicable to that party, including the National Environmental Policy Act of 1969, as amended, 36 CFR 800, and the Archeological Resources Protection Act of 1979.

30. Responsibility for Hazardous Materials.

When either party owns equipment containing hazardous material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to hazardous materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act (15 U.S.C 2601 et seq.), the Solid Waste Disposal Act and the Resource Conservation Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.), and the regulations implementing these laws, as they may be amended, and any other existing or subsequent applicable Federal or state laws and regulations. Each party shall label its equipment containing hazardous material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative (s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Article titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating: Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in [Article 13](#) (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractor's, its employees', agents', or subcontractors', construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, as amended.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof,

EXHIBIT A
(List of Signatories to Agreement)

1. This Exhibit A, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective concurrently with the Agreement, and shall remain in effect until either superseded by another Exhibit A or upon termination of the Agreement.
2. Western will update this Exhibit A, as needed, to reflect those Customers who become signatories to the Agreement. The following Customers have signed the Agreement:

Contributors		
Customer	Customer Contact	Customer Representative
Group a		
Alameda, City of	Mr. Donald W. Rushton Senior Energy Resources Engineer P.O. Box H Alameda, CA 94501-0263 (510) 748-3946 (510) 748-3975 (FAX)	Mr. Donald W. Rushton Senior Energy Resources Engineer P.O. Box H Alameda, CA 94501-0263 (510) 748-3946 (510) 748-3975 (FAX)
Biggs, City of	Mr. Kenneth B. McDonald Finance Director/City Clerk City of Biggs P.O. Box 307 Biggs, CA 95917 (916) 868-5493 (916)868-5239 (FAX)	Mr. Kenneth B. McDonald Finance Director/City Clerk City of Biggs P.O. Box 307 Biggs, CA 95917 (916) 868-5493 (916)868-5239 (FAX)
Healdsburg, City of	Mr. William Duarte Electric Utility Director City of Healdsburg P.O. Box 578 Healdsburg, CA 95448-0578 (707) 431-3340 (707) 431-2710 (FAX)	Mr. Roger Fontes Assistant General Manager Northern California Power Agency 180 Cirby Way Roseville, CA 95678 (916) 781-4203 (916) 783-7693 (FAX)
Lassen Municipal Utility District	Mr. John E. Baxter, III Acting General Manager P.O. Box 361 Susanville, CA 96130 (916) 257-6882 (916) 257-2558 (FAX) cc: Frank Cady	Mr. John E. Baxter, III Acting General Manager P.O. Box 361 Susanville, CA 96130 (916) 257-6882 (916) 257-2558 (FAX)

Contributors		
Customer	Customer Contact	Customer Representative
Lompoc, City of	Mr. Gary Keefe Utility Director City of Lompoc P.O. Box 8001 Lompoc, CA 93438-8001 (805) 736-1261, ext 301 (805) 736-5347 (FAX)	Mr. Gary Keefe Utility Director City of Lompoc P.O. Box 8001 Lompoc, CA 93438-8001 (805) 736-1261, ext 301 (805) 736-5347 (FAX)
Palo Alto, City of	Mr. Tom Habashi Asst. Director, Resource Management City of Palo Alto 250 Hamilton Avenue Palo Alto, CA 94301 (415) 329-2494 (415) 326-1507 (FAX)	Mr. Tom Habashi Asst. Director, Resource Management City of Palo Alto 250 Hamilton Avenue Palo Alto, CA 94301 (415) 329-2494 (415) 326-1507 (FAX)
Plumas-Sierra Rural Electric Co-op	Mr. Robert W. Marshall General Manager Plumas-Sierra Rural Electric Co-op P.O. Box 2000 Portola, CA 96122-2000 (916) 832-4261 (916) 832-5761 (FAX)	Mr. Robert W. Marshall General Manager Plumas-Sierra Rural Electric Co-op P.O. Box 2000 Portola, CA 96122-2000 (916) 832-4261 (916) 832-5761 (FAX)
Redding, City of	Mr. Frank Ryan Operations Manager Electric Department City of Redding 760 Parkview Ave. Redding, CA 96001 (916) 224-4300 (916) 224-4389 (FAX)	Mr. Frank Ryan Operations Manager Electric Department City of Redding 760 Parkview Ave. Redding, CA 96001 (916) 224-4300 (916) 224-4389 (FAX)
Roseville, City of	Mr. Michael Brozo Electric Resources Manager 2090 Hilltop Circle Roseville, CA 95747 (916) 774-5623 (916) 774-3797 (FAX)	Mr. Michael Brozo Electric Resources Manager 2090 Hilltop Circle Roseville, CA 95747 (916) 774-5623 (916) 774-3797 (FAX)
Sacramento Municipal Utility District	Mr. Ed Roman Senior Power Contract Specialist Sacramento Municipal Utility District P.O. Box 15830 Sacramento, CA 95852-1830 (916) 732-5667 (916) 732-6854 (FAX)	Mr. Rick Minter Director of Energy Management Sacramento Municipal Utility District P.O. Box 15830 Sacramento, CA 95852-1830 (916) 732-5364 (916) 732-6854 (FAX)

Contributors		
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Santa Clara, City of	Mr. Bill Reichmann Senior Electric Utility Engineer City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050 (408) 261-5227 (408) 261-2758 (FAX)	Mr. Ray Camacho Assistant Director of Electric Utility City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050 (408) 261-5225 (408) 261-2758 (FAX)
Shasta Lake, City of	Mr. Cliff Faith Director Public Services Dept. City of Shasta Lake P.O. Box 777 Shasta Lake, CA 96019 (916) 275-7455 (916) 275-7414 (FAX)	Mr. Cliff Faith Director Public Services Dept. City of Shasta Lake P.O. Box 777 Shasta Lake, CA 96019 (916) 275-7455 (916) 275-7414 (FAX)
Group b		
NASA - Ames Research Center	Mr. Warren Ahtye Chief Engineer National Aeronautics and Space Administration Ames Research Center DO: 218-2 Moffett Field, CA 94035-1000 (415) 604-5107 (415) 604-0680 (FAX)	Mr. Warren Ahtye Chief Engineer National Aeronautics and Space Administration Ames Research Center DO: 218-2 Moffett Field, CA 94035-1000 (415) 604-5107 (415) 604-0680 (FAX)
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Contributors		
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Group c		
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Banta-Carbona Irrigation District	Mr. David Weisenberger General Manager Banta-Carbona Irrigation District P.O. Box 299 Tracy, CA 958378 (209) 835-4670 (209) 835-2009 (FAX)	Mr. David Weisenberger General Manager Banta-Carbona Irrigation District P.O. Box 299 Tracy, CA 958378 (209) 835-4670 (209) 835-2009 (FAX)
Bryon-Bethany Irrigation District	Mr. Rick Gilmore General Manager Byron-Bethany Irrigation District P.O. Box 273 Byron, CA 94514 (510) 634-3534 (510) 516-1239 (FAX)	Mr. Rick Gilmore General Manager Byron-Bethany Irrigation District P.O. Box 273 Byron, CA 94514 (510) 634-3534 (510) 516-1239 (FAX)
Kern-Tulare Water District	Mr. C. W. Bowers, Jr. General Manager Kern-Tulare Water District 1820 21st Street Bakersfield, CA 93301 (805) 327-3132 (805) 325-5642 (FAX)	Mr. C. W. Bowers, Jr. General Manager Kern-Tulare Water District 1820 21st Street Bakersfield, CA 93301 (805) 327-3132 (805) 325-5642 (FAX)
Rag Gulch Irrigation District	Mr. C. W. Bowers, Jr. General Manager Rag Gulch Irrigation District 1820 21st Street Bakersfield, CA 93301 (805) 327-3132 (805) 325-5642 (FAX)	Mr. C. W. Bowers, Jr. General Manager Rag Gulch Irrigation District 1820 21st Street Bakersfield, CA 93301 (805) 327-3132 (805) 325-5642 (FAX)
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Contributors		
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Group d		
Trinity County Public Utilities District	Mr. Rick Coleman General Manager Trinity County Public Utilities District P.O. Box 1216 Weaverville, CA 96093-1216 (916) 623-5536 (916) 623-5549 (FAX)	Mr. Rick Coleman General Manager Trinity County Public Utilities District P.O. Box 1216 Weaverville, CA 96093-1216 (916) 623-5536 (916) 623-5549 (FAX)

Contract Signatories Non-Contributors		
Customer	Customer Contact	Customer Representative
Group a		
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Contract Signatories Non-Contributors		
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Group c		
Group d		
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EXHIBIT A
(List of Signatories to Agreement)

1. This Revision No. 3 to Exhibit A, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective on January 17, 2000, and supercedes Exhibit A dated October 1,1999, and shall remain in effect until either superseded by another Exhibit A or upon termination of the Agreement.

2. Western will update this Exhibit A, as needed, to reflect those Customers who become signatories to the Agreement. The following Customers have signed the Agreement:

Contributors		
Customer	Customer Contact	Customer Representative
Group a		
Alameda Power and Telecom, Formerly Alameda, City of	Mr. Donald W. Rushton Senior Energy Resources Engineer Alameda Power and Telecom P.O. Box H Alameda, CA 94501-0263 (510) 748-3946 (510) 748-3975 (FAX)	Mr. Donald W. Rushton Senior Energy Resources Engineer Alameda Power and Telecom P.O. Box H Alameda, CA 94501-0263 (510) 748-3946 (510) 748-3975 (FAX)
Biggs, City of	Mr. Kenneth B. McDonald Finance Director/City Clerk City of Biggs P.O. Box 307 Biggs, CA 95917 (530) 868-5493 (530) 868-5239 (FAX)	Mr. Kenneth B. McDonald Finance Director/City Clerk City of Biggs P.O. Box 307 Biggs, CA 95917 (530) 868-5493 (530) 868-5239 (FAX)
Gridley, City of	Mr. Jack Slota City Administrator City of Gridley 685 Kentucky Street Gridley, CA 95948 (530) 846-5695 (530) 846-3229 (FAX)	Mr. Jack Slota City Administrator City of Gridley 685 Kentucky Street Gridley, CA 95948 (530) 846-5695 (530) 846-3229 (FAX)
Healdsburg, City of	Mr. William Duarte Electric Utility Director City of Healdsburg P.O. Box 578 Healdsburg, CA 95448-0578 (707) 431-3340 (707) 431-2710 (FAX)	Mr. Roger Fontes Assistant General Manager Northern California Power Agency 180 Cirby Way Roseville, CA 95678 (916) 781-4203 (916) 783-7693 (FAX)

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Palo Alto, City of	Mr Girish Balachandra Manager, Supply Resources City of Palo Alto 250 Hamilton Avenue Palo Alto, CA 94301 (650) 329-2214 (650) 326-1507 (FAX)	Mr Girish Balachandra Manager, Supply Resources City of Palo Alto 250 Hamilton Avenue Palo Alto, CA 94301 (650) 329-2214 (650) 326-1507 (FAX)
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Group d		
Trinity Public Utilities District	Mr Rick Coleman General Manager Trinity Public Utilities District P O Box 1216 Weaverville, CA 96093-1216 (530) 623-5536 (530) 623-5549 (FAX)	Mr Rick Coleman General Manager Trinity Public Utilities District P O Box 1216 Weaverville, CA 96093-1216 (530) 623-5536 (530) 623-5549 (FAX)

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Contract Signatories Non-Contributors		
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Group c		
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EXHIBIT A
(List of Signatories to Agreement)

1. This Revision No. 4 to Exhibit A, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective on April 5, 2001, and supercedes Exhibit A dated January 17, 2000, and shall remain in effect until either superseded by another Exhibit A or upon termination of the Agreement.

2. Western will update this Exhibit A, as needed, to reflect those Customers who become signatories to the Agreement. The following Customers have signed the Agreement:

Contributors		
Customer	Customer Contact	Customer Representative
Group a		
Alameda Power and Telecom, Formerly Alameda, City of	Mr. Donald W. Rushton Senior Energy Resources Engineer Alameda Power and Telecom P.O. Box H Alameda, CA 94501-0263 (510) 748-3946 (510) 748-3975 (FAX)	Mr. Donald W. Rushton Senior Energy Resources Engineer Alameda Power and Telecom P.O. Box H Alameda, CA 94501-0263 (510) 748-3946 (510) 748-3975 (FAX)
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Gridley, City of	Mr. Jack Slota City Administrator City of Gridley 685 Kentucky Street Gridley, CA 95948 (530) 846-5695 (530) 846-3229 (FAX)	Mr. Jack Slota City Administrator City of Gridley 685 Kentucky Street Gridley, CA 95948 (530) 846-5695 (530) 846-3229 (FAX)
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Customer	Customer Contact	Customer Representative
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Customer	Customer Contact	Customer Representative
Shasta Lake, City of	Mr. Jim Cain Acting City Manager City of Shasta Lake P.O. Box 777 Shasta Lake, CA 96019-0777 (530) 275-7455 (530) 275-7414 (FAX)	Mr. Jim Cain Acting City Manager City of Shasta Lake P.O. Box 777 Shasta Lake, CA 96019-0777 (530) 275-7455 (530) 275-7414 (FAX)
Silicon Valley Power formerly Santa Clara, City of	Mr. Bill Reichmann Senior Electric Utility Engineer Silicon Valley Power 1500 Warburton Avenue Santa Clara, CA 95050 (408) 261-5227 (408) 261-2758 (FAX)	Mr. Ray Camacho Assistant Director of Electric Utility Silicon Valley Power 1500 Warburton Avenue Santa Clara, CA 95050 (408) 261-5225 (408) 261-2758 (FAX)
Turlock Irrigation District	Mr. Chris Kiriakou Assistant General Manager, Energy Resources Turlock Irrigation District P.O. Box 949 Turlock, CA 95381-0949 (209) 883-8210 (209) 632-8181 (FAX)	Mr. Chris Kiriakou Assistant General Manager, Energy Resources Turlock Irrigation District P.O. Box 949 Turlock, CA 95381-0949 (209) 883-8210 (209) 632-8181 (FAX)
Ukiah, City of	Mr. Darryl Barnes Director of Public Utilities City of Ukiah 300 Seminary Ave. Ukiah, CA 95482 (707) 463-6295 (707) 463-6204 (FAX)	Mr. Darryl Barnes Director of Public Utilities City of Ukiah 300 Seminary Ave. Ukiah, CA 95482 (707) 463-6295 (707) 463-6204 (FAX)
Group b		
NASA - Ames Research Center	Mr. George Sutton Electric Power Office Manager National Aeronautics and Space Administration Ames Research Center DO: Mail Stop 213-8 Moffett Field, CA 94035-1000 (650) 604-0185 (650) 604-4984 (FAX)	Mr. George Sutton Electric Power Office Manager National Aeronautics and Space Administration Ames Research Center DO: Mail Stop 213-8 Moffett Field, CA 94035-1000 (650) 604-0185 (650) 604-4984 (FAX)
NASA-Moffett Federal Air Field	Mr. Steve A. Frankel Energy Conservation Coordinator NASA Ames Research Center Mail Stop 19-11 Moffett Field, CA 94035-1000 (650) 604-4214 (650) 604-3772 (FAX)	Mr. Steve A. Frankel Energy Conservation Coordinator NASA Ames Research Center Mail Stop 19-11 Moffett Field, CA 94035-1000 (650) 604-4214 (650) 604-3772 (FAX)

Customer	Customer Contact	Customer Representative
California State University, Sacramento	Mr. Brian Dular Director, University Union California State University, Sacramento Associated Students, Inc. 1901 Hazel Avenue Rancho Cordova, CA 95670 (916) 985-7239 (916) 278-5782 (FAX)	Mr Brian Dular Director, University Union California State University, Sacramento Associated Students, Inc. 1901 Hazel Avenue Rancho Cordova, CA 95670 (916) 985-7239 (916) 278-5782 (FAX)
Bay Area Rapid Transit District	Mr. Russ Klein Senior Energy Analyst Bay Area Rapid Transit District P.O. Box 12688, 800 Madison St. MSQ3 Oakland, CA 94604 (510) 464-6186 (510) 464-6118 (FAX)	Mr. Jay Evans Manager, Management Analysis Bay Area Rapid Transit District P.O. Box 12688, 800 Madison St. MSQ3 Oakland, CA 94604 (510) 464-6435 (510) 464-6118 (FAX)
Group c		
Arvin-Edison Water Storage District	Mr. Steve Collup Engineer-Manager Arvin-Edison Water Storage District P.O. Box 175 Arvin, CA 93203-1075 (661) 854-5573 (661) 854-5213 (FAX)	Mr. Stuart Robertson Robertson Engineering 12130 Green Road South Wilton, CA 95603 (916) 687-7799 (916) 687-8411 (FAX)
Banta-Carbona Irrigation District	Mr. David Weisenberger General Manager Banta-Carbona Irrigation District P.O. Box 299 Tracy, CA 95378-0299 (209) 835-4670 (209) 835-2009 (FAX)	Mr. David Weisenberger General Manager Banta-Carbona Irrigation District P.O. Box 299 Tracy, CA 95378-0299 (209) 835-4670 (209) 835-2009 (FAX)
Byron-Bethany Irrigation District	Mr. Rick Gilmore General Manager Byron-Bethany Irrigation District P.O. Box 160 Byron, CA 94514-0160 (925) 634-3534 (925) 516-1239 (FAX)	Mr. Rick Gilmore General Manager Byron-Bethany Irrigation District P.O. Box 160 Byron, CA 94514-0160 (925) 634-3534 (925) 516-1239 (FAX)
Eastside Power Authority	Mr. Dale R. Brogan Manager Eastside Power Authority 14181 Avenue 24 Delano, CA 93215 (661) 725-2526 (661) 725-2556	Mr. Stuart Robertson Robertson Engineering 12130 Green Road South Wilton, CA 95603 (916) 687-7799 (916) 687-8411 (FAX)
Kern-Tulare Water District	Mr. Steven C. Dalke General Manager Kern-Tulare Water District 1820 21st Street Bakersfield, CA 93301 (661) 327-3132 (661) 325-5642 (FAX)	Mr. Steven C. Dalke General Manager Kern-Tulare Water District 1820 21st Street Bakersfield, CA 93301 (661) 327-3132 (661) 325-5642 (FAX)

Customer	Customer Contact	Customer Representative
Rag Gulch Irrigation District	Mr. Steven C. Dalke General Manager Rag Gulch Irrigation District 1820 21st Street Bakersfield, CA 93301 (661) 327-3132 (661) 325-5642 (FAX)	Mr. Steven C. Dalke General Manager Rag Gulch Irrigation District 1820 21st Street Bakersfield, CA 93301 (661) 327-3132 (661) 325-5642 (FAX)
San Juan Water District	Mr. James R. English General Manager San Juan Water District P.O. Box 2157 Granite Bay, CA 95746-2157 (916) 969-2279 (916) 791-7361 (FAX)	Mr. James R. English General Manager San Juan Water District P.O. Box 2157 Granite Bay, CA 95746-2157 (916) 969-2279 (916) 791-7361 (FAX)
Santa Clara Valley Water District	Mr. Stan Kaut Senior Electrical Engineer Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 (408) 265-2607, ext. 2022 (408) 265-2600 (FAX)	Mr. Stan Kaut Senior Electrical Engineer Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 (408) 265-2607, ext. 2022 (408) 265-2600 (FAX)
Sonoma County Water Agency	Mr. Randy Poole General Manager/Chief Engineer Sonoma County Water Agency P.O. Box 11628 Santa Rosa, CA 95406-1628 (707) 526-5370 (707) 544-6123 (FAX)	Mr. Randy Poole General Manager/Chief Engineer Sonoma County Water Agency P.O. Box 11628 Santa Rosa, CA 95406-1628 (707) 526-5370 (707) 544-6123 (FAX)
Group d		
Trinity Public Utilities District	Mr. Rick Coleman General Manager Trinity Public Utilities District P.O. Box 1216 Weaverville, CA 96093-1216 (530) 623-4564 (530) 623-5549 (FAX)	Mr. Rick Coleman General Manager Trinity Public Utilities District P.O. Box 1216 Weaverville, CA 96093-1216 (530) 623-4564 (530) 623-5549 (FAX)

Contract Signatories Non-Contributors		
Customer	Customer Contact	Customer Representative
Group a		
East Bay Municipal Utility District	Mr. Jon A. Meyers, Manager Water Resources Planning Division East Bay Municipal Utility District P.O. Box 24055 Oakland, CA 94623-1055 (510) 287-1121 (510) 287-1275 (FAX)	Mr. Jon A. Meyers, Manager Water Resources Planning Division East Bay Municipal Utility District P.O. Box 24055 Oakland, CA 94623-1055 (510) 287-1121 (510) 287-1275 (FAX)

Customer	Customer Contact	Customer Representative
Group b		
Air Force, U.S. Department of the	Mr. James M. Snook Utility Rates Management Engineer U.S. Department of the Air Force HQ AFCESA/CESE 139 Barnes Drive, Suite 1 Tyndall Air Force Base, FL 32403 (850) 283-6295 (850) 283-6219 (FAX)	Col William G. Schauz Director of Technical Support U.S. Department of the Air Force HQ AFCESA/CES 139 Barnes Drive, Suite 1 Tyndall Air Force Base, FL 32403 (850) 283-6342 (850) 283-6219 (FAX)
California Medical Center - Vacaville	Ms. Ana M. Ramirez-Palmer Warden California Medical Center - Vacaville P.O. Box 2000 Vacaville, CA 95696-2000 (707) 449-6500 (707) 453-7024	Ms. Ana M. Ramirez-Palmer Warden California Medical Center - Vacaville P.O. Box 2000 Vacaville, CA 95696-2000 (707) 449-6500 (707) 453-7024
DOE-Lawrence Berkeley	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street Oakland, CA 94621 (510) 637-1654 (510) 637-2073 (FAX)	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street Oakland, CA 94621 (510) 637-1654 (510) 637-2073 (FAX)
DOE-Lawrence Livermore & Site 300	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street Oakland, CA 94621 (510) 637-1654 (510) 637-2073 (FAX)	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street Oakland, CA 94621 (510) 637-1654 (510) 637-2073 (FAX)
DOE-Stanford Linear Accelerator	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street Oakland, CA 94621 (510) 637-1654 (510) 637-2073 (FAX)	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street Oakland, CA 94621 (510) 637-1654 (510) 637-2073 (FAX)

Customer	Customer Contact	Customer Representative
Group c		
West Side Irrigation District	Ms. Barbara Kleinert Secretary/Treasurer The West Side Irrigation District P.O. Box 177 Tracy, CA 95378-0177 (209) 835-0503 (209) 835-2702 (FAX)	Ms. Barbara Kleinert Secretary/Treasurer The West Side Irrigation District P.O. Box 177 Tracy, CA 95378-0177 (209) 835-0503 (209) 835-2702 (FAX)
Group d		
Calaveras Public Power Agency	Mr. Dennis Dickman General Manager Calaveras Public Power Agency Government Center San Andreas, CA 95249-9713 (209) 754-4230 (209) 754-4236 (FAX)	Mr. Dennis Dickman General Manager Calaveras Public Power Agency Government Center San Andreas, CA 95249-9713 (209) 754-4230 (209) 754-4236 (FAX)

EXHIBIT B
(List of Contributing Customers)

1. This Exhibit B, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective concurrently with the Agreement and shall remain in effect until either superseded by another Exhibit B or upon termination of the Agreement.
2. Western will update this Exhibit B, as needed, to reflect those Customers agreeing to provide Contributions under the terms of this Agreement.

Customer Contributions

Exhibit B
Contract No 96-SNR-00110

		FY 2001			FY 2002			FY 2003	
	Meets	Amount	% of Total	Meets	Amount	% of Total	Meets	Amount	% of Total
Customer Name	"1/12"	Contributed	Contributions	"1/12"	Contributed	Contributions	"1/12"	Contributed	Contributions
Group a									
Alameda, City of	X	5,000.00	0.29%	X	5,000.00	0.29%			
Avenal, City of *									
Biggs, City of *	X	5,820.36	0.34%	X	5,820.36	0.34%			
East Bay Municipal Utility District *	No	0.00		No	0.00				
Gridley, City of *									
Healdsburg, City of *	X	2,896.75	0.17%	X	2,896.75	0.17%			
Lassen Municipal Utility District *	X	100,000.00	5.80%	X	100,000.00	5.80%			
Lodi, City of									
Lompoc, City of *	X	5,815.88	0.34%	X	5,815.88	0.34%			
Modesto Irrigation District									
Palo Alto, City of	X	206,995.71	12.00%	X	206,995.71	12.00%			
Plumas-Sierra Rural Electric Co-op	X	34,922.13	2.02%	X	34,922.13	2.02%			
Redding, City of	X	173,118.25	10.03%	X	173,118.25	10.03%			
Roseville, City of	X	66,710.22	3.87%	X	66,710.22	3.87%			
Sacramento Municipal Utility District	X	600,000.00	34.78%	X	600,000.00	34.78%			
Santa Clara, City of	X	203,760.18	11.81%	X	203,760.18	11.81%			
Shasta Lake, City of *	X	17,087.97	0.99%	X	17,087.97	0.99%			
Turiock Irrigation District									
Ukiah, City of *	No	0.00		No	0.00				
Group b									
Air Force	N/A	0.00		N/A	0.00				
Beale AFB									
* McClellan, AFB									
* Onizuka AFB									
* Travis AFB									
* Travis Wherry									
* David Grant Medical Center									
Defense Logistics Agency									
* Parks Reserve Forces Training Area									
Sharpe									
* Tracy									
DOE									
* Lawrence Berkeley	N/A	0.00		No	0.00				

Customer Contributions

Exhibit B
Contract No 96-SNR-00110

		FY 2001			FY 2002			FY 2003	
Customer Name	Meets "1/12"	Amount Contributed	% of Total Contributions	Meets "1/12"	Amount Contributed	% of Total Contributions	Meets "1/12"	Amount Contributed	% of Total Contributions
Kern-Tulare Water District	X	3,156.60	0.18%		3,156.60	0.18%			
Lindsay-Strathmore Irrigation District									
Lower Tule River Irrigation District									
Patterson Water District									
Provident Irrigation District									
Rag Gulch Irrigation District	X	1,492.40	0.09%		1,492.40	0.09%			
Reclamation District 2035									
San Juan Water District	X	1,492.40	0.09%	X	1,492.40	0.09%			
San Luis Water District									
Santa Clara Valley Water District	X	1,473.00	0.09%	X	1,473.00	0.09%			
Sonoma County Water Agency	X	4,477.20	0.26%	X	4,477.20	0.26%			
Terra Bella Irrigation District									
West Side Irrigation District									
West Stanislaus Irrigation District									
Westlands Water District									
Group d									
Calaveras Public Power Agency	^ No	0.00		No	0.00				
Sierra Conservation Center									
Trinity County Public Utilities District	X	25,370.78	1.47%	X	25,370.78	1.47%			
Tuolumne Public Power Agency									
		1,725,160.71			1,725,160.71				
* Qualifies as a small customer									

EXHIBIT B

(List of Contributing Customers)

1. This Revision No. 3 to Exhibit B, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective on January 17, 2000, and supercedes Exhibit B dated October 1, 1999, and shall remain in effect until either superseded by another Exhibit B or upon termination of the Agreement.
2. Western will update this Exhibit B, as needed, to reflect those Customers agreeing to provide Contributions under the terms of this Agreement.

Customer Contributions

Revision 3, Exhibit B
Contract No. 96-SNR-00110

Customer Name	FY 2001			FY 2002			FY 2003			FY 2004		
	Meets "1/12"	Amount Contributed	% of Total Contributions	Meets "1/12"	Amount Contributed	% of Total Contributions	Meets "1/12"	Amount Contributed	% of Total Contributions	Meet "1/12"	Amount Contributed	% of Total Contributions
Group a												
Alameda Power & Telecom Avenal, City of *	X	5,000.00	0.28%	X	5,000.00	0.13%						
Biggs, City of *	X	5,820.36	0.33%	X	14,550.04	0.37%						
East Bay Municipal Utility District *	No	0.00		No	0.00							
Gridley, City of *	X	12,983.87	0.73%	X	12,983.87	0.33%						
Healdsburg, City of *	X	2,896.75	0.16%	X	11,227.78	0.29%						
Lassen Municipal Utility District *	X	100,000.00	5.66%	X	100,000.00	2.56%						
Lodi, City of	X	9,903.56	0.56%	X	20,000.00	0.51%						
Lompoc, City of *	X	5,815.88	0.33%	X	18,003.95	0.46%						
Modesto Irrigation District												
Palo Alto, City of	X	206,995.71	11.71%	X	606,251.79	15.53%						
Pittsburg Power Company												
Plumas-Sierra Rural Electric Co-op	X	34,922.13	1.98%	X	34,922.13	0.89%						
Redding, City of	X X	173,118.25	9.79%	X	408,000.00	10.45%						
Roseville, City of		66,710.22	3.77%	"X	242,660.95	6.22%						
Sacramento Municipal Utility District	X	600,000.00 ^A	33.94%	X	1,300,000.00	33.31%						
San Francisco, City of												
Santa Clara, City of (Silicon Valley Powe	X	203,760.18	11.53%	X	485,000.00	12.43%						
Shasta Lake, City of *	X	17,087.97	0.97%	X	40,267.65	1.03%						
Turlock Irrigation District	X	6,000.00	0.34%	X	6,000.00	0.15%						
Ukiah, City of *	X	9,212.58	0.52%	X	9,212.58	0.24%						
Group b												
Air Force	N/A	0.00		N/A	0.00							
Beale AFB												
* McClellan, AFB												
* Onizuka AFB												
* Travis AFB												
* Travis Wherry												
* David Grant Medical Center												
Defense Logistics Agency												
* Parks Reserve Forces Training Area Sharpe												
* Tracy												

Customer Contributions

Revision 3, Exhibit B
Contract No. 96-SNR-00110

Customer Name	FY 2001			FY 2002			FY 2003			FY 2004		
	Meets "1/12"	Amount Contributed	% of Total Contributions	Meets "1/12"	Amount Contributed	% of Total Contribution	Meets "1/12"	Amount Contributed	% of Total Contribution?	Meets	Amount Contributed	% of Total Contributions
DOE												
* Lawrence Berkeley	N/A	0.00		No	0.00							
Lawrence Livermore & Site 300	N/A	0.00	-	No	0.00							
Stanford Linear Accelerator	N/A	0.00		No	0.00							
NASA												
Ames Research Center *	X	119,391.90	6.75%	X	281,346.03	7.21%						
Moffett Federal Field	X	7,475.43	0.42%	X	7,475.43	0.19%						
Navy												
* Lemoore Air Station												
* Dixon Radio Station												
* Concord Weapons Station												
* Oakland Army Base												
State												
* California State Prison - Sacramento	-	-----	-									
* Deuel Vocational Institution												
* CMF -Vacaville	N/A	0.00		N/A	0.00							
* California Dept. of Parks & Recreation	n											
* California State Univ., Sacramento	X	59.70	0.00%	X	59.70	0.00%						
* Northern California Youth Center												
* UC Davis												
Bay Area Rapid Transit District	X	85,066.73	4.81%	X	85,066.73	2.18%						
Group c												
Arvin-Edison Water Storage District	X	44,771.96	2.53%	X	105,504.76	2.70%						
Banta-Carbona Irrigation District	X	5,521.88	0.31%	X	5,521.88	0.31%						
Broadview Water District												
Bryon-Bethany Irrigation District	X	3,283.28	0.19%	X	7,621.45	0.20%						
Cawelo Water District East Contra Costa Irrigation District												
Eastside Power Authority	X	4,704.04	0.27%	X	10,436.30	0.27%	X	6,382.53	100.00%	X	6,657.31	10000%
Glenn-Colusa Irrigation District												
James Irrigation District												
Kern-Tulare Water District	X	2,965.40	0.17%	X	2,965.40	0.08%						
Lower Tule River Irrigation District												
Merced Irrigation District												

Customer Contributions

Revision 3, Exhibit B
Contract No. 96-SNR-00110

Customer Name	FY 2001			FY 2002			FY 2003			FY 2004		
	Meets "1/12"	Amount Contributed	% of Total Contributions									
Patterson Water District												
Provident Irrigation District												
Rag Gulch Irrigation District	X	1,492.40	0.08%	X	1,492.40	0.04%						
Reclamation District 2035												
San Juan Water District	X	1,492.40	0.08%	X	1,492.40	0.04%						
San Luis Water District												
Santa Clara Valley Water District	X	1,473.00	0.08%	X	3,471.11	0.09%						
Sonoma County Water Agency	X	4,477.20	0.25%	X	16,114.09	0.41%						
West Side Irrigation District West	No	0.00	----	No	0.00	-----		-				
Stanislaus Irrigation District												
Westlands Water District												
Group d												
Calaveras Public Power Agency	No	0.00		No	0.00							
Sierra Conservation Center												
Trinity County Public Utilities District	X	25,370.78	1.44%	X	60,000.00	1.54%						
Tuolumne Public Power Agency												
		1,767,773.56			3,902,648.42			\$ 6,38253			\$ 6,657.31	
* Qualifies as a small customer												

EXHIBIT B
(List of Contributing Customers)

AUTHENTICATED COPY

1. This Revision No. 4 to Exhibit B, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective on April 6, 2001, and supercedes Exhibit B dated January 17, 2000, and shall remain in effect until either superseded by another Exhibit B or upon termination of the Agreement.
2. Western will update this Exhibit B, as needed, to reflect those Customers agreeing to provide Contributions under the terms of this Agreement.

Customer Contributions

Revision 4, Exhibit B
Contract No. 96-SNR-00110

Customer Name	FY 2001			FY 2002			FY 2003			FY 2004		
	Meets *1/12*	Amount Contributed	% of Total Contributions									
Group a												
Alameda Power & Telecom	X	5,000.00	0.28%	X	5,000.00	0.13%	X	185,000.00	2.11%	X	47,541.00	1.51%
Avenal, City of *												
Biggs, City of *	X	5,820.36	0.33%	X	14,550.04	0.37%	X	11,360.64	0.13%	X	2,922.83	0.09%
East Bay Municipal Utility District *	No	0.00		No	0.00				0.00%			
Gridley, City of *	X	12,983.87	0.73%	X	12,983.87	0.33%	X	36,703.60	0.42%	X	9,443.00	0.30%
Healdsburg, City of *	X	2,896.75	0.16%	X	11,227.78	0.29%	X	28,322.94	0.32%	X	7,286.85	0.23%
Lassen Municipal Utility District *	X	100,000.00	5.66%	X	100,000.00	2.56%	X	100,000.00	1.14%	X	52,835.82	1.67%
Lodi, City of	X	9,903.56	0.56%	X	20,000.00	0.51%	X	115,668.77	1.32%	X	29,758.93	0.94%
Lompoc, City of *	X	5,815.88	0.33%	X	18,003.95	0.46%	X	45,416.33	0.52%	X	11,684.59	0.37%
Modesto Irrigation District												
Palo Alto, City of	X	206,995.71	11.71%	X	606,251.79	15.53%	X	1,500,000.00	17.12%	X	384,914.59	12.19%
Pittsburg Power Company												
Plumas-Sierra Rural Electric Co-op	X	34,922.13	1.98%	X	34,922.13	0.89%	X	38,584.02	0.44%	X	40,245.16	1.27%
Redding, City of	X	173,118.25	9.79%	X	408,000.00	10.45%	X	795,245.00	9.08%	X	204,598.29	6.48%
Roseville, City of	X	66,710.22	3.77%	X	242,660.95	6.22%	X	602,987.68	6.88%	X	155,134.97	4.91%
Sacramento Municipal Utility District	X	600,000.00	33.94%	X	1,300,000.00	33.31%	X	3,160,000.00	36.07%	X	1,500,000.00	47.52%
San Francisco, City of												
Santa Clara, City of (Silicon Valley Power)	X	203,760.18	11.53%	X	485,000.00	12.43%		1,193,146.58	13.62%	X	306,969.38	9.72%
Shasta Lake, City of *	X	17,087.97	0.97%	X	40,267.65	1.03%	X	100,061.00	1.14%	X	25,743.41	0.82%
Turlock Irrigation District	X	6,000.00	0.34%	X	6,000.00	0.15%	X	34,440.00	0.39%	X	8,860.68	0.28%
Ukiah, City of *	X	9,212.58	0.52%	X	9,212.58	0.24%	X	18,910.48	0.22%	X	19,724.62	0.62%
Group b												
Air Force	N/A	0.00		N/A	0.00		N/A	0.00	0.00%	N/A	0.00	0.00%
Beale AFB												
* McClellan, AFB												
* Onizuka AFB												
* Travis AFB												
* Travis Wherry												
* David Grant Medical Center												
Defense Logistics Agency												
* Parks Reserve Forces Training Area												
Sharpe												
* Tracy												

AUTHENTICATED COPY

Customer Contributions

		FY 2001			FY 2002			FY 2003			FY 2004	
	Meets	Amount	% of Total									
Customer Name	"1/12"	Contributed	Contribution									
DOE												
* Lawrence Berkeley	N/A	0.00		N/A	0.00		N/A	0.0				
Lawrence Livermore & Site 300	N/A	0.00		N/A	0.00		N/A	0.0				
Stanford Linear Accelerator	N/A	0.00		N/A	0.00		N/A	0.0				
NASA												
Ames Research Center	X	119,391.90	6.75%	X	281,346.03	7.21%	X	172,442.75	1.97%	X	179,866.63	5.70%
* Moffett Federal Field	X	7,475.43	0.42%	X	7,475.43	0.19%	X	10,797.06	0.12%	X	11,261.90	0.36%
Navy												
* Lemoore Air Station												
* Dixon Radio Station												
* Concord Weapons Station												
* Oakland Army Base												
State												
* California State Prison - Sacramento												
* Deuel Vocational Institution												
* CMF -Vacaville	N/A	0.00		N/A	0.00		N/A			N/A		
* California Dept. of Parks & Recreation												
* California State Univ., Sacramento	X	59.70	0.00%	X	59.70	0.00%	X	215.55	0.00%	X	224.83	0.01%
* Northern California Youth Center												
* UC Davis												
Bay Area Rapid Transit District	X	85,066.73	4.81%	X	85,066.73	2.18%	X	34,955.81	0.40%	X	8,993.33	0.28%
Group c												
Arvin-Edison Water Storage District	X	44,771.96	2.53%	X	105,504.76	2.70%	X	262,168.56	2.99%	X	67,449.99	2.14%
Banta-Carbona Irrigation District	X	5,521.88	0.31%	X	5,521.88	0.31%	X	7,975.47	0.09%	X	8,313.83	0.26%
Broadview Water District												
Bryon-Bethany Irrigation District	X	3,283.28	0.19%	X	7,621.45	0.20%	X	4742.17	0.05%		4946.33	0.16%
Cawelo Water District												
East Contra Costa Irrigation District												
Eastside Power Authority	X	9,161.84	0.52%	X	14,894.10	0.38%	X	38,870.86	0.44%	X	10,000.58	0.32%
Glenn-Colusa Irrigation District												
James Irrigation District												
Kem-Tulare Water District		0.00	0.00%			0.00%						
Lower Tule River Irrigation District												
Merced Irrigation District												

Customer Contributions

		FY 2001			FY 2002			FY 2003			FY 2004	
Customer Name	Meets •1/12"	Amount Contributed	% of Total Contribution	Meets •1/12"	Amount Contributed	% of Total Contribution	Meet 1/12	Amount Contributed	Yo of Tola Contribut	1ee 1/1	Amount Contributed	>0 of Total Contribul
Patterson Water District												
Provident Irrigation District												
Rag Gulch Irrigation District	"		0.00%	"		0.00%	"			"		
Reclamation District 2035												
San Juan Water District	X	1,492.40	0.08%	X	1,492.40	0.04%	X	8,738.95	0.10%	X	2,248.33	0.07%
San Luis Water District												
Santa Clara Valley Water District	X	1,473.00	0.08%	X	3,471.11	0.09%	X	2,127.51	0.02%	X	2,219.10	~0.07%
Sonoma County Water Agency	X	4,477.20	0.25%	X	16,114.09	0.41%	X	52,433.71	0.60%	X	13,490.00	0.43%
West Side Irrigation District	No	0.00		No	0.00		No		0.00%	No		
West Stanislaus Irrigation District												
Westlands Water District												
Group d												
Calaveras Public Power Agency	No	0.00		No	0.00							
Sierra Conservation Center												
Trinity County Public Utilities District	X	25,370.78	1.44%	X	60,000.00	1.54%	X	200,000.00	2.28%	X	39,907.91	1.26%
Tuolumne Public Power Agency												
		1,767,773.56			3,902,648.42			\$ 8,761,315.44			\$ 3,156,586.88	
* Qualifies as a small customer												



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

RECEIVED
DEC 01 1998
CITY OF SANTA CLARA
ELECTRIC DEPARTMENT

Mr. James H. Pope
Director of Electric Utility
Silicon Valley Power - City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

DEC 2 1998

Dear Mr. Pope:

Three copies of Exhibit C, Revision 1 (Individual Customer Commitment and Contribution) to Contract No. 96-SNR-00110 for the Funding of Operation and Maintenance for Central Valley Project Power Facilities are enclosed for your signature. The O&M Funding Governance Board approved Preliminary O&M Funding Plans for fiscal years (FY) 1999 and 2000, contingent on sufficient funding commitment from the customers.

A letter mailed on November 17, 1998 to each customer who signed the Agreement, explains the plans, the work items, and the benefits to the customers of funding the selected work items. The work items to be performed by the Bureau of Reclamation under the plans are:

1. Trash Rake at Keswick Powerplant;
2. Clean Clear Creek Tunnel at Judge Francis Carr Powerplant; and
3. A Rapid Return to Service Element.

A spreadsheet sent with the letter shows dollar estimates for customer participation in the funding program. An example of your Exhibit C, Revision 1, showing Section 3 completed is enclosed for information purposes only. It is unlikely that all will contribute, so please consider a larger contribution than reflected in the example.

If you wish to commit to a contribution for FY 1999 and FY 2000 and the terms of Exhibit C, Revision 1 are acceptable, please enter the dollar amount of the contribution you agree to make for FY 1999 and FY2000 in column 4 and sign and date all three signature pages of the exhibit revision. Please return all originals to Peggy Muir, N6205, at this office by January 1, 1999. If you choose not to contribute, please enter a zero in column 4 and follow the above procedure. If you have any questions, please contact Vicki Page at (916) 353-4561.

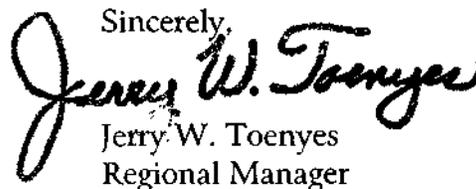
Sincerely,

Jerry W. Toenyas
Regional Manager

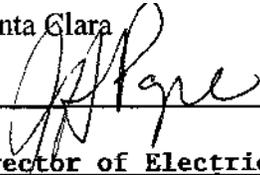
Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 1, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No.0 Contribution Commitment Level Amount in Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars
1999	N/A	N/A	41,327.36	
2000	N/A	N/A	87,064.66	
2001	203,760.18	203,760.18	203,760.18	
2002	203,760.18	203,760.18	203,760.18	

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 10-14-98

City of Santa Clara
By: 
Title: Director of Electric Utility
Address: 1500 Warburton Ave.
Santa Clara, CA 95050

Contract No. 96-SNR-00110

Exhibit C

Signature Pages

for

Customer Group (a)

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Alameda agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	1,708.80	5,000.00		
2002	1,708.80	5,000.00		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Alameda

Date of Execution: January 27, 1997

By: *Ken Hansen*

Title: President, Public Utilities Board

Address: Bureau of Electricity
2000 Grand Street
Alameda, CA 94501

Approved as to Form
 C
 Y

By: *Sherry C. M. Judd*
 Assistant City Attorney

AUTHENTICATED COPY

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	203,760.18	203,760.18		
2002	203,760.18	203,760.18		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Santa Clara

Date of Execution: 9/16/97

By: *Jennifer Aparicio*

Title: City Manager

Address: 1500 Warburton Avenue
Santa Clara, CA 95050

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Shasta Lake agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	17,087.97	17,087.97		
2002	17,087.97	17,087.97		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Shasta Lake

Date of Execution: 2/5/97

By: 

Title: Mayor

Address: P.O. Box 777

Shasta Lake, Ca 96019

Exhibit C
(Individual Customer Commitment and Contribution)

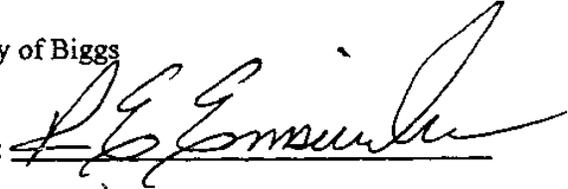
1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Biggs agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars
1998	N/A	0		
1999	N/A	0		
2000	N/A	0		
2001	5,820.36	5,820.36		
2002	5,820.36	5,820.36		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 10/29/97

City of Biggs

By: 

Title: Mayor, City of Biggs

Address: 3016 Sixth Street, P.O. Box 307

Biggs, CA 95917-0307

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The East Bay Municipal Utility District agrees to make a Contribution pursuant to [Section 8](#) of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to [Section 5.4](#) of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No. 0_ Contribution Commitment Level Amount in Dollars
1998	N/A	0		
1999	N/A	0		
2000	N/A	0		
2001	7,409.76	0		
2002	7,409.76	0		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

East Bay Municipal Utility District

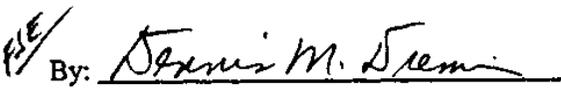
Date of Execution: Feb. 20, 1997 *FILE* By: 
 Title: General Manager
 Address: 375-11th Street
Oakland, CA 94607-4240

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Healdsburg agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in. Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A	N/A		
1999	N/A	N/A		
2000	N/A	N/A		
2001	2,896.75	2,896.75		
2002	2,896.75	2,896.75		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Healdsburg

Date of Execution: 3/19/97

By: *Cliff Wiesters*

Title: City Manager

Address: P.O. Box 578
Healdsburg, CA 95448

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Redding agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	173,118.25	173,118.25		
2002	173,118.25	173,118.25		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Redding

Date of Execution: 2-26-97

By: 
 DAVID L. MCGEORGE
 Title: Mayor

Address: 760 Parkview Avenue
Redding CA 96001


 Form Approved
W. LEONARD WINGATE
 City Attorney

Exhibit C
(Individual Customer Commitment and Contribution)

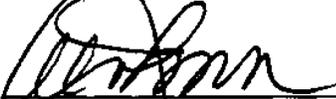
1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Roseville agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A	N/A		
1999	N/A	N/A		
2000	N/A	N/A		
2001	66,710.22	66,710.22		
2002	66,710.22	66,710.22		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: February 6, 1997

City of Roseville

By:  _____

Title: City Manager, City of Roseville

Address: 311 Vernon Street

Roseville, CA 95678

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to [Section 8](#) of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to [Section 5.4](#) of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A	N/A		
1999	N/A	N/A		
2000	N/A	N/A		
2001	538,775.94	600,000.00		
2002	538,775.94	600,000.00		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Sacramento Municipal Utility District

Date of Execution: October 31, '97

By: 

lad Title: General Manager

Address: P.O. Box 15830, M.S. B408

Sacramento, CA 95852-1830

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Lassen Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	29,847.97	100,000.00		
2002	29,847.97	100,000.00		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Lassen Municipal Utility District

Date of Execution: 1-9-97

By: 

Title: Acting General Manager

Address: P. O. Box 361

Susanville, CA 96130

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain *in* effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. The City of Lompoc agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in. Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars
1998	N/A	N/A		
1999	N/A	N/A		
2000	N/A	N/A		
2001	5,815.88	5,815.88		
2002	5,815.88	5,815.88		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Lompoc

Date of Execution: _____

By: 
 Title: City Administrator

Address: _____
 City of Lompoc
 Administration
 P.O. Box 8001
 Lompoc, CA 93438-8001

Exhibit C
 (Individual Customer Commitment and Contribution)

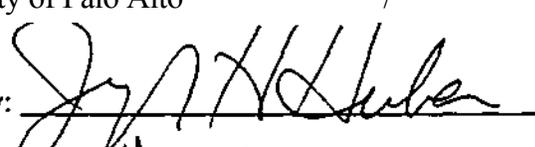
1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Palo Alto agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	206,995.71	206,995.71		
2002	206,995.71	206,995.71		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Palo Alto

Date of Execution: 3/3/97

By: 

Title: Mayor

Address: 250 Hamilton Avenue
Palo Alto, CA 94301

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Plumas-Sierra Rural Electric Cooperative agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount <i>in</i> Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A	N/A		
1999	N/A	N/A		
2000	N/A	N/A		
2001	34,922.13	34,922.13		
2002	34,922.13	34,922.13		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Plumas-Sierra Rural Electric Cooperative

Date of Execution: 2/12/97

By: 

Title: General Manager

Address: 73233 Hwy 70, Ste A

Portola, CA 96122-7064

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Ukiah agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	9,212.58	9,212.58	9,212.58	9,212.58
2002	9,212.58	9,212.58	9,212.58	9,212.58
2003	18,910.48	N/A	N/A	18,910.48
2004	19,724.62	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Ukiah

Date of Execution: 6/21/2000

By: [Signature]

Title: Mayor

Address: 300 Seminary Ave.
 Ukiah, CA 95482

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 1, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No.1 Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1999	N/A	N/A	41,327.36	
2000	N/A	N/A	87,064.66	
2001	203,760.18	203,760.18	203,760.18	
2002	203,760.18	203,760.18	203,760.18	

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 12-16-98

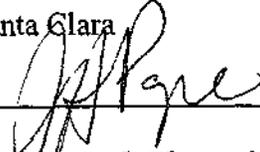
City of Santa Clara
By: 
Title: Director of Electric Utility
Address: 1500 Warburton Ave.
Santa Clara, CA 95050

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Biggs agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

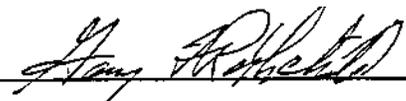
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	5,820.36	5,820.36	5,820.36	5,820.36
2002	5,820.36	5,820.36	14,550.04	14,550.04
2003	2,802.19	N/A	N/A	11,360.64
2004	2,922.83	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to, but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Biggs

Date of Execution: July 6, 2000

By: 

Title: Mayor

Address: P. O. Box 307

Biggs Ca 95917

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Gridley agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	12,983.87	12,983.87	12,983.87	12,983.87
2002	12,983.87	12,983.87	12,983.87	12,983.87
2003	9,053.23	N/A	N/A	36,703.60
2004	9,443.00	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Gridley

Date of Execution: 6-22-00

By: Frank W Cook

Title: MAYOR

Address: 685 KENTUCKY ST.

GRIDLEY, CA 95948

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. The City of Healdsburg agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u> 1 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 2 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 3 </u> Contribution Commitment Level Amount in Dollars
2001	2,896.75	2,896.75	2,896.75	2,896.75
2002	2,896.75	2,896.75	11,227.78	11,227.78
2003	6,986.08	N/A	N/A	28,322.94
2004	7,286.85	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Healdsburg

Date of Execution: 5-4-2000

By: William Yurt

Title: Electric Utility Director

Address: 401 Grove St.
HEALDSBURG, CA 95448

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Lassen Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	29,847.97	100,000.00	100,000.00	100,000.00
2002	29,847.97	100,000.00	100,000.00	100,000.00
2003	50,655.00	N/A	N/A	100,000.00
2004	52,835.82	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Lassen Municipal Utility District

Date of Execution: May 3, 2000

By: John Bode

Title: General Manager

Address: 65 S. Loop St.

Susanville, CA 96130

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. The City of Lodi agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. 1 Contribution Commitment Level Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars
2001	9,903.56	9,903.56	9,903.56	9,903.56
2002	9,903.56	9,903.56	20,000.00	20,000.00
2003	28,530.62	N/A	N/A	115,668.77
2004	29,758.93	N/A	N/A	

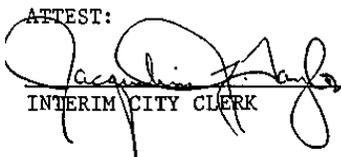
Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Lodi

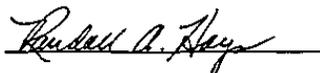
Date of Execution: 5/18/00

By: 
 H. DIXON FLYNN
 Title: CITY MANAGER

ATTEST:

 INTERIM CITY CLERK

Address: PO BOX 3006
LODI CA 95241

APPROVED AS TO FORM:



AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. The City of Lompoc agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	5,815.88	5,815.88	5,815.88	5,815.88
2002	5,815.88	5,815.88	18,003.95	18,003.95
2003	11,202.30	N/A	N/A	45,416.33
2004	11,684.59	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Lompoc

Date of Execution: 7-6-00

By: *F. L. Proie*

Title: *City Administrator*

Address: 100 CIVIC CENTER PLAZA

LOMPOC, CA 93438

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. The City of Palo Alto agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	206,995.71	206,995.71	206,995.71	206,995.71
2002	206,995.71	206,995.71	606,251.79	606,251.79
2003	369,027.05	N/A	N/A	\$1,500,000.00
2004	384,914.59	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to, but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Palo Alto

Date of Execution: 6/30/00

By: 

Title: Director of Utilities

Address: 250 Hamilton Avenue

Palo Alto, CA 94301

Exhibit C
 (Individual Customer Commitment and Contribution) **AUTHENTICATED COPY**

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Plumas-Sierra Rural Electric Cooperative agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

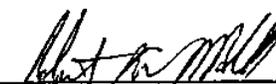
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	34,922.13	34,922.13	34,922.13	34,922.13
2002	34,922.13	34,922.13	34,922.13	34,922.13
2002	38,584.02	N/A	N/A	38,584.02
2003	40,245.16	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Plumas-Sierra Rural Electric Cooperative

Date of Execution: 7/25/00

By: 

Title: General Manager

Address: 73233 Hwy 70

Portola, CA 96103
 22

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Redding agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

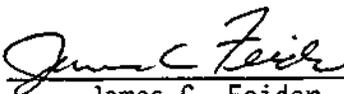
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	173,118.25	173,118.25	173,118.25	173,118.25
2002	173,118.25	173,118.25	408,000.00	408,000.00
2003	196,153.40	N/A	N/A	795,245.00
2004	204,598.29	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Redding

Date of Execution: 7/11/00

By: 
 James C. Feider
 Title: Electric Utility Director

Address: 777 Cypress Avenue
P. O. Box 496071
Redding, CA 96049-6071

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Roseville agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. _1 Contribution Commitment Level Amount in Dollars	Revision No.2 Contribution Commitment Level Amount in Dollars	Revision No. _3_ Contribution Commitment Level Amount in Dollars
2001	66,710.22	66,710.22	66,710.22	66,710.22
2002	66,710.22	66,710.22	242,660.95	242,660.95
2003	148,731.70	N/A	N/A	602,987.68
2004	155,134.97	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Roseville

Date of Execution: 6/27/2000

By: Tom Tabasa

Title: Electric Utility Director

Address: _____

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Shasta Lake agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	17,087.97	17,087.97	17,087.97	17,087.97
2002	17,087.97	17,087.97	40,267.65	40,267.65
2003	24,680.84	N/A	N/A	100,061.00
2004	25743.41	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

City of Shasta Lake

Date of Execution: 5/2/00

By: Keni Lai

Title: City Manager

Address: 11050 Steeles Dr
 Shasta Lake, Ca. 96019

Exhibit C

(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

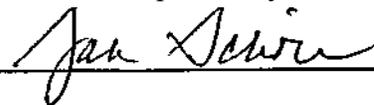
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	538,775.94	600,000.00	600,000.00	600,000.00
2002	538,775.94	600,000.00	1,300,000.00	1,300,000.00
2003	778,146.99	N/A	N/A	3,160,000.00
2004	811,648.17	N/A	N/A	1,500,000.00

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Sacramento Municipal Utility District

Date of Execution: 5/24/00 By: 
 Title: General Manager

Address: P.O. Box 15830, MS B408
Sacramento, CA 95852-1830

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Santa Clara Valley Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	1,473.00	1,473.00	1,473.00	1,473.00
2002	1,473.00	1,473.00	3,471.11	3,471.11
2003	2,127.51	N/A	N/A	2,127.51
2004	2,219.10	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Santa Clara Valley Water District

Date of Execution: 8/30/00

By: 
 Title: CEO/GENERAL MANAGER

Address: 5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara, d.b.a. Silicon Valley Power, agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	203,760.18	203,760.18	203,760.18	203,760.18
2002	203,760.18	203,760.18	485,000.00	485,000.00
2003	294,299.07	N/A	N/A	1,193,146.58
2004	306,969.38	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to, but not greater than the level indicated in the latest revision of the contribution commitment level for a specific FY.

City of Santa Clara,
 d.b.a. Silicon Valley Power

ATTEST Date of Execution: 6/29/00

By: Jennifer Aparacchio

Title: CITY MANAGER

Address: 1500 WARBURTON AVENUE

SANTA CLARA, CA 95050

City Clerk J. P. Rocca
 APPROVED AS TO FORM
Roland D. [Signature]
 ASSISTANT CITY ATTORNEY

Exhibit C
 (Individual Customer Commitment and Contribution) **AUTHENTICATED COPY**

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. Alameda Power and Telecom agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. 1 Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	1,708.80	5,000.00	5,000.00	5,000.00
2002	1,708.80	5,000.00	5,000.00	5,000.00
2003	45,578.72	N/A	N/A	185,000.00
2004	47,541.00	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to, but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 06/06/00

Alameda Power and Telecom

By: 

Title: General Manager

Address: 2000 Grand Street

Alameda, CA 94501



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

MAY 14 2001

Mr. James H. Pope
Director of Electric Utility
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Mr. Pope:

Enclosed for your signature are three copies of Exhibit C, Revision 4, Individual Customer Commitment and Contribution, to Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance (O&M) for Central Valley Project Power Facilities. Exhibit C, Revision 4, establishes your fair-share contribution commitment for fiscal year (FY) 2004 as defined in Section 8 of the Agreement. The O&M Funding Governance Board (Board) approved the FY 2004 Preliminary Customer O&M Funding Plan (FY 2004 Plan), in the amount of \$23,723,002, contingent on sufficient funding commitment from the customers. We have included a copy of the FY 2004 Plan for your information.

At the February 27, 2001, Governance Board meeting, the Board directed the Finance Committee in Resolution No. 01-03 to use an adjusted Contract Rate of Delivery (CRD) report to calculate the contributor's fair-share amount for FY 2004. The adjusted schedule is based on the January 30, 2001, CRD report and adjusts the CRD for those customers with temporary allocations and Westlands Withdrawable Power. These adjustments change both the one-twelfth and fair-share commitment levels. The one-twelfth amount to qualify you as a contributor is \$344,833.40. The fair-share contribution, which is the level required to fully allocate the approved FY 2004 Plan, is \$2,938,728.41. We have also enclosed a spreadsheet that shows dollar estimates for all customers participating in the O&M Funding Program.

The Board also approved a change in the format of Exhibit C. Column 2 of the Exhibit has been changed to show the Fair-Share Amount instead of the Qualifying Amount.

To establish your contribution commitment for FY 2004, please do the following:

- Enter the dollar amount of the contribution you agree to make for FY 2004 in column 5 of all three copies of Exhibit C.
- Sign and date all three signature pages of the exhibit revision.
- Return all originals to Gloria Davis, N6205, at this office no later than July 10, 2001.

If you have any questions, please contact Vicki Page at (916) 353-4561.

Sincerely,


Jerry W. Toenyas
Regional Manager

2 Enclosures
Exhibit C, Revision 4 (3)
Spreadsheet
FY 2004 Plan

Sign
O.K. to [initials] Wilkeidman
Numbers Watch Funding Commitments

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara, d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

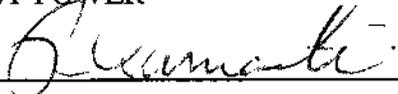
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$216,903.87	\$203,760.18	\$203,760.18	\$203,760.18
2002	\$481,218.64	\$485,000.00	\$485,000.00	\$485,000.00
2003	\$1,193,146.58	N/A	\$1,193,146.58	\$1,193,146.58
2004	\$2,938,728.41	N/A	\$306,969.38	\$2,938,728.41

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SANTA CLARA, d.b.a. SILICON VALLEY POWER

Date of Execution: May 22, 2001

By: 

Title: Assistant Director of Electric Utility

Address: 1500 Warburton Avenue

Santa Clara, CA 95050

**FY 04 CVP
Operations and Maintenance Advanced Funding Program**

Assumes Governance Reserves are Approved for Expenditure

BILLING AMOUNTS

Contributors	Fair Share Funding Level (Section 8.2 4.1)	Individual CRD over Total Contributor's CRD Fair Share %
Alameda, City of	345,246 56	1 4553%
Ames Research Center	1,721,92800	7 2585%
Arvin Edison Water Storage District	645,723 00	27219%
Banta Carbona Irrigation District	79,639 17	0 3357%
Bay Area Rapid Transit District	86,096 40	0 3629%
Biggs, City of	90,401 22	03811%
Byron-Bethany Irrigation District	47,353 02	0 1996%
California State Univ , Sacramento	2,15241	00091%
Eastside Power Authority	81,61939	03441%
Gridley, City of	202,326 54	0 8529%
Healdsburg, City of	52,066 80	02195%
Lassen Municipal Utility District	64,572 30	0 2722%
Lodi, City of	203,381 22	0 8573%
Lompoc, City of	79,962 03	03371%
Moffett Federal Field	107,81422	0 4545%
Palo Alto, City of	3,766,71749	15 8779%
Plumas-Sierra Rural Electric Co-op	538,10250	2 2683%
Redding, City of	2,496,795 59	10 5248%
Roseville, City of	1,485,162 90	6 2604%
Sacramento Municipal Utility District	7,770,200 08	32 7539%
San Juan Water District	21,524 10	0 0907%
Santa Clara Valley Water District	17,71433	0 0747%
Shasta Lake, City of	246,450 94	1 0389%
Silicon Valley Power	2,938,728 41	123877%
Sonoma County Water Agency	32,286 15	0 1361%
Trinity County Public Utilities District	382,052 77	1 6105%
Turlock Irrigation District	67,13367	0 2830%
Ukiah, City of	149,85078	06317%
Total	\$23,723,002.00	100.0000%

Projected Withdrawals:	
Reclamation Western Total	221682,859 00
Projected Withdrawal	000
	22,682,859 00

**FY 04 CVP
Operations and Maintenance Advanced Funding Program**

Assumes Governance Reserves are not Approved for Expenditure

Contributor Credits

Contributors	Amount to Be Credited	Fair Share %
Alameda, City of	280,628 09	1 46%
Ames Research Center	1,399,641 36	7 26%
Arvin-Edison Water Storage District	524,865 51	2 72%
Banta-Carbona Irrigation District	64,733 41	0 34%
Bay Area Rapid Transit District	69,982 07	0 36%
Biggs, City of	73,481 17	0 38%
Byron-Bethany Irrigation District	38,490 14	0 20%
California State Univ , Sacramento	1,749 55	0 01%
Eastside Power Authority	66,343 00	0 34%
Gridley, City of	164,457 86	0 85%
Healdsburg, City of	42,321 66	0 22%
Lassen Municipal Utility District	52,486 55	0 27%
Lodi, City of	165,315 14	0 86%
Lompoc, City of	64,995 85	0 34%
Moffett Federal Field	87,635 04	0 45%
Palo Alto, City of	3,061,715 47	15 88%
Plumas-Sierra Rural Electric Co-op	437,387 92	2 27%
Redding, City of	2,029,479 97	10 52%
Roseville, City of	1,207,190 67	6 26%
Sacramento Municipal Utility District	6,315,881 63	32 75%
San Juan Water District	17,495 52	0 09%
Santa Clara Valley Water District	14,398 81	0 07%
Shasta Lake, City of	200,323 67	1 04%
Silicon Valley Power	2,388,697 92	12 39%
Sonoma County Water Agency	26,243 28	0 14%
Trinity County Public Utilities District	310,545 43	1 61%
Turlock Irrigation District	54,568 52	0 28%
Ukiah, City of	121,803 79	0 63%
Total Credits	19,282,859.00	100.00%

Total Plan	23,723,002 00
Projected Withdrawals	19,282,859 00
Amount Credited	19,282,859 00
Difference Amount Collected vs Amount Withdrawn & Credited	4,440,143 00

FY 04 CVP
Operations and Maintenance Advanced Funding Program
Assumes Governance Reserves are Approved for Expenditure

Projected Escrow Activity

Working Funds: /1		
Reclamation		
Projected Total Withdrawal		22,682,859.00
Agency Reserve		964,143.00
Subtotal Reclamation		23,647,002.00
Western		
Projected Monthly Withdrawal		0.00
Agency Reserve		000
Subtotal Western		0.00
Monthly Working Fund Balance		23,647,002.00
Governance Funds:/2		
Fees /3		76,000.00
Reclamation - Non-Emergency		0.00
Reclamation - Non-Emergency Exigency Fund		0.00
Western		0.00
Total Governance Funds		76,000.00
Total Funding Plan		23,723,002.00

/1 Working Funds is 5% of the base elements or \$964,143 on reserve for Reclamation's cash flow.

/2 Governance Funds include both SMUD's and the bank's estimated fees. The funds in this sub-account may only be made available to the agencies upon Governance Board approval on a case-by-case basis.

/3 As provided in the Escrow Agreement, amounts deposited in the Escrow Account for fees will be recorded and reported in the Administrative Sub-Account. Fees are based on estimates only. It is assumed that these fees would be deducted by the Bank before 6/30 in each Billing/Crediting cycle.

/4 Projected Escrow balance before fees are deducted equals $964,143 + 76,000 = \$1,040,143$

**FY2004 Preferred Alternative
Preliminary
CUSTOMER OPERATIONS AND MAINTENANCE FUNDING PLAN**

line #	Plan Elements	Reclamation Component	Western Component	Governance Funds	Total Customer Contributions
1	Base (O&M) Elements	\$ 13,325,359	\$		
2	Power Plants				
	Dams	\$ 1,416,333			
	Power Operations Division	\$ 3,384,840	\$		
3	Deferred (RAX) Elements	\$			
4	Base and Deferrable Elements	\$ 18,126,532	\$		
5	Rapid Return to Service Element Contributions	\$ 250,000	\$		
6	Emergency Expenditure from Exigency Fund (5% of Base and Deferrable Elements)	\$ 906,327	\$		
7					
	AGENCY ANNUAL EXPENDITURE OF CONTRIBUTIONS	\$ 19,282,859	\$		
	Reserve Level for Agency Annual Expenditure of Contributions (25% of Agency Annual Exp. Of Contr.)	\$ 964,143	\$		
8 9					
	SUBTOTAL AGENCIES EXPENDITURE OF CONTRIBUTIONS (Working Funds)	\$ 20,247,002			\$ 20,247,002
10	Non-Emergency Expenditure of Contributions (10% of respective Agency's Annual O&M Budget Funded with Appropriations)		\$		
			\$		
11	Non-Emergency Expenditure from the Exigency Fund to cover the highest of either 1/2 of RAX listed items or single largest non-CIP RAX item for Governance Funds			\$ 3,400,000	
12	Bank Fees			\$ 60,000	
	Program Treasurer Fees			\$ 16,000	
13					
14	SUBTOTAL CONTRIBUTIONS FOR GOVERNANCE FUNDS	\$ -	\$	\$ 3,476,000	\$ 3,476,000
15					
16	Totals	\$ 20,247,002	\$ -	\$ 3,476,000	\$ 23,723,002
17	Contributions Reprogramming Threshold (15% of Agency Annual Exp. Of Contr.)	\$2,892,429	\$0		
18	CIP Threshold per Item (recommended TC 1/4/99)	\$135,000	\$135,000		
	25% of Agency Annual Expenditure of Contributions shall be available for Agency's expenditure as of Oct 1 of the FY				
	\$4,820,715				

Dated: February 22, 2001

Contract No. 96-SNR-00110

Exhibit C

Signature Pages

for

Customer Group (b)

Exhibit C
(Individual Customer Contribution(s))

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The U.S. Department of the Air Force agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Beale Air Force Base, Marysville, CA

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u> </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> </u> Contribution Commitment Level Amount in Dollars
1998	N/A	0		
1999	N/A	0		
2000	N/A	0		
2001	32,198.50	0		
2002	32,198.50	0		

McClellan Air Force Base, Sacramento, CA

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u> </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> </u> Contribution Commitment Level Amount in Dollars
1998	N/A	0		
1999	N/A	0		
2000	N/A	0		
2001	17,908.78	0		
2002	17,908.78	0		

Onizuka Air Force Base, Menlo Park, CA

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A	0		
1999	N/A	0		
2000	N/A	0		
2001	5,223.40	0		
2002	5,223.40	0		

Travis Air Force Base, Fairfield, CA

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No.0 Contribution Commitment Level Amount in Dollars
1998	N/A	0		
1999	N/A	0		
2000	N/A	0		
2001	18,880.34	0		
2002	18,880.34	0		

Travis Wherry Housing Area

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A	0		
1999	N/A	0		
2000	N/A	0		
2001	2,089.36	0		
2002	2,089.36	0		

David Grant Medical Center, Fairfield, CA

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Amount in Dollars	Revision No. <u> 0 </u> Contribution Amount in Dollars	Revision No. <u> 0 </u> Contribution Amount in Dollars
1998	N/A	0		
1999	N/A	0		
2000	N/A	0		
2001	5,969.59	0		
2002	5,969.59	0		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

U.S. Department of the Air Force

Date of Execution: 12 Sep 97 By: *William G. Selan*
 Title: Director of Technical Support
 Address: HQ AFCEA/CES, 139 Barnes Drive
Ste 1, Tyndall AFB FL 32403-5319

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Bay Area Rapid Transit District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	85,066.73	85,066.73		
2002	85,066.73	85,066.73		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Bay Area Rapid Transit District

Date of Execution: 3/25/97

By: J. E. Marger

Title: General Manager

Address: _____

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The National Aeronautics and Space Administration, Ames Research Center, agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution Commitment level(s) in the appropriate row(s) for the applicable FY(s)

Moffett Federal Airfield

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	7,475.43	7,475.43		
2002	7,475.43	7,475.43		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Moffett Federal Airfield
 National Aeronautics and Space Administration
 Ames Research Center

Date of Execution: _____

By: W. E. A. Seery for Dr. Henry McDonald
 Title: Director, Ames Research Center
 Address: Mail Stop 200-1
Moffett Field, CA 94035-1000

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The National Aeronautics and Space Administration, Ames Research Center, agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Ames Research Center

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No.0 Contribution Commitment Level Amount in Dollars	Revision No. _0 Contribution Commitment Level Amount in Dollars
1998	N/A	N/A		
1999	N/A	N/A		
2000	N/A	N/A		
2001	119,391.90	119,391.90		
2002	119,391.90	119,391.90		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

National Aeronautics and Space Administration Ames
 Research Center

Date of Execution: 2/12/97

By: H. McDonald

Title: Dr. Henry McDonald, Director

Address: MS: 200-1, NASA Ames Research
 Center, Moffett Field, CA 94035-1000

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The California State University, Sacramento Associated Students, Inc. agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No.0 Contribution Commitment Level Amount in Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	59.70	59.70		
2002	59.70	59.70		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

California State University, Sacramento
 Associated Students, Inc.

Date of Execution: 2-26-97

By: 

Title: Director ASI

Address: 6000 J St.

Sac. CA 95819

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The National Aeronautics and Space Administration, Ames Research Center, agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution Commitment level(s) in the appropriate row(s) for the applicable FY(s)

Moffett Federal Airfield

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	7,475.43	7,475.43	7,475.43	7,475.43
2002	7,475.43	7,475.43	7,475.43	7,475.43
2003	10,797.06	N/A	N/A	10,797.06
2004	11,261.90	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to, but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Moffett Federal Airfield
 National Aeronautics and Space Administration
 Ames Research Center

Date of Execution: _____

By: 
 Title: Center Director

Address: M/S 200-1
Moffett Field, CA 94035

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. The National Aeronautics and Space Administration, Ames Research Center, agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Ames Research Center

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	119,391.90	119,391.91	119,391.91	119,391.91
2002	119,391.90	119,391.91	281,346.03	281,346.03
2003	172,442.55	N/A	N/A	172,442.75
2004	179,866.63	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

National Aeronautics and Space Administration
 Ames Research Center

Date of Execution: _____

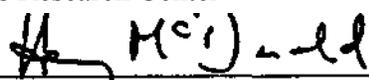
By: 
 Title: Center Director
 Address: M/S 200-1
Moffett Field, CA 94035

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The California State University, Sacramento Associated Students, Inc. agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

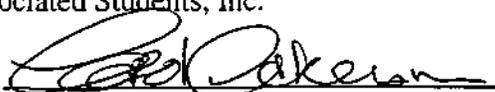
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	59.70	59.70	59.70	59.70
2002	59.70	59.70	59.70	59.70
2003	215.55	N/A	N/A	215.55
2004	224.83	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

California State University, Sacramento
 Associated Students, Inc.

Date of Execution: June 16, 2000

By: 

Title: Executive Director

Address: 6000 J St.

Sacramento, CA 95819-6011

Contract No. 96-SNR-00110

Exhibit C

Signature Pages

for

Customer Group (c)

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Arvin-Edison Water Storage District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No.0 Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	44,771.96	44,771.96		
2002	44,771.96	44,771.96		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Arvin-Edison Water Storage District

Date of Execution: January 15, 1997

By: 

Title: Engineer-Manager

Address: 20401 Bear Mt. Blvd. P.O. Box 175
Arvin, CA 93203-0175

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. The Banta-Carbona Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No.0 Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	5,521.88	5,521.88		
2002	5,521.88	5,521.88		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: Sept. 17, 1997

Banta-Carbona Irrigation District

By: 

Title: President

Address: P.O. Box 299

Tracy, CA 95378

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Byron-Bethany Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	3,283.28	3,283.28		
2002	3,283.28	3,283.28		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Byron-Bethany Irrigation District

Date of Execution: 6/10/97

By: 

Title: General Manager

Address: PO Box 160

Byron CA 94514

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Kern-Tulare Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	2,965.40	2965.40		
2002	2,965.40	2,965.40		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Kern-Tulare Water District

Date of Execution: JAN. 13, 1997

By: 

Title: PRESIDENT

Address: 1820-21st ST.
BAKERSFIELD, CA 93301

Exhibit C
(Individual Customer Commitment and Contribution)

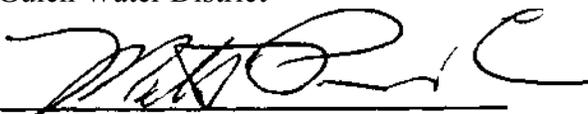
1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Rag Gulch Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	1,492.40	1492.40		
2002	1,492.40	1492.40		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Rag Gulch Water District

Date of Execution: JAN. 13, 1997

By: 

Title: PRESIDENT

Address: 1820-21ST ST

BAKERSFIELD, CA. 93306

Exhibit C
 (Individual Customer Commitment and Contribution)

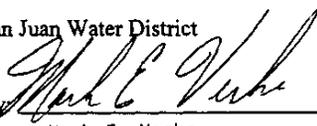
1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The San Juan Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A			
1999	N/A			
2000	N/A			
2001	1,492.40	1,492.40		
2002	1,492.40	1,492.40		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 1/22/97

San Juan Water District

By 

Mark E. Verke

Title: President

Address: P. O. Box 2157

Granite Bay, CA 95746

Exhibit C
 (Individual Customer Commitment and Contribution)

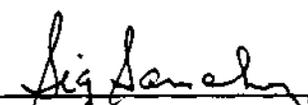
1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Santa Clara Valley Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A	N/A		
1999	N/A	N/A		
2000	N/A			
2001	1,473.00	1,473.00		
2002	1 473 00	1 473 00		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Santa Clara Valley Water District

Date of Execution: 3/4/97

By:  / 
 Title: Chair/Board of Directors / General Manager

Address: 5750 Almaden Expressway

San Jose, CA 95118

Exhibit C
 (Individual Customer Commitment and Contribution)

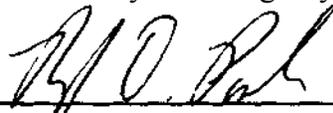
1. This Exhibit C, to be effective under and as apart of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sonoma County Water Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>0</u> Contribution Commitment Level Amount in Dollars
1998	N/A	N/A		
1999	N/A	N/A		
2000	N/A	N/A		
2001	4,477.20	4,477.20		
2002	4,477.20	4,477.20		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 1/28/97

Sonoma County Water Agency,

By: 

Title: General Manager

Address: 2150 W. College Ave.
 Santa Rosa, Ca. 95401

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. Eastside Power Authority agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution amount(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars	Revision No. 0 Contribution Commitment Level Amount in Dollars
2001	N/A	4,704.04		
2002	N/A	10,436.30		
2003	6,382.53			
2004	6,657.31			

The signature below commits the Customer named to make Contributions, for the specified fiscal years, up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 1/17/00

EASTSIDE POWER AUTHORITY
 By: *Harold O. Kels*

Title: Pres

Address: 14181 Ave 24

Delano, CA 93215

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Trinity Public Utilities District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. 1 Contribution Commitment Level Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars
2001	25,370.78	25,370.78	25,370.78	25,370.78
2002	25,370.78	25,370.78	60,000.00	60,000.00
2003	38,260.69	N/A	N/A	200,000.00
2004	39,907.91	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to, but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Trinity Public Utilities District

Date of Execution: 05/09/00

By: 

Title: General Manager

Address: P.O. Box 1216

Weaverville, CA 96093

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. The Arvin-Edison Water Storage District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u> 1 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 2 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 3 </u> Contribution Commitment Level Amount in Dollars
2001	44,771.96	44,771.96	44,771.96	44,771.96
2002	44,771.96	44,771.96	105,504.76	105,504.76
2003	64,665.96	N/A	N/A	262,168.56
2004	67,449.99	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to, but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Arvin-Edison Water Storage District

Date of Execution: 7/10/00

By: *Steve Colby*

Title: Engineer-Manager

Address: P.O. Box 175

 California, CA 93203 -0175

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. The Banta-Carbona Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u> 1 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 2 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 3 </u> Contribution Commitment Level Amount in Dollars
2001	5,521.88	5,521.88	5,521.88	5,521.88
2002	5,521.88	5,521.88	5,521.88	5,521.88
2003	7,975.47	N/A	N/A	7,975.47
2004	8,313.83	N/A	N/A	8,313.83

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 06/14/00

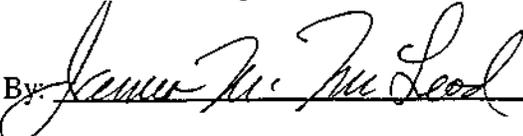
Banta-Carbona Irrigation District
 By: 
 Title: President
 Address: P.O. Box 299
 Tracy, CA 95378-0299

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Bay Area Rapid Transit District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No.1 Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	85,066.73	85,066.73	85,066.73	85,066.73
2002	85,066.73	85,066.73	85,066.73	85,066.73
2003	8,622.13	N/A	N/A	34,955.81
2004	8,993.33	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7-13-2000

Bay Area Rapid Transit District

By: *D. Wenger*

Title: Deputy General Mgr

Address: _____

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Byron-Bethany Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u> 1 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 2 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 3 </u> Contribution Commitment Level Amount in Dollars
2001	3,283.28	3,283.28	3,283.28	3,283.28
2002	3,283.28	3,283.28	7,621.45	7,621.45
2003	4,742.17	N/A	N/A	4,742.17
2004	4,946.33	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Byron-Bethany Irrigation District

Date of Execution: 7/18/00

By: 
 Rick Gilmore
 Title: General Manager

Address: PO Box 160
 Byron, CA 94514-0160

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. Eastside Power Authority agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution amount(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. 1 Contribution Commitment Level Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars
2001	N/A	4,704.04	4,704.04	9,161.84
2002	N/A	10,436.30	10,436.30	14,894.10
2003	9,587.81			38,870.86
2004	10,000.58			

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified fiscal years, up to, but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: September 29, 2000

EASTSIDE POWER AUTHORITY
 By: 
 Title: President
 Address: 14181 Avenue 24
Delano, CA 93215

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

2. The Sonoma County Water Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

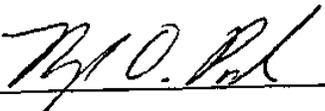
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u> 1 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 2 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 3 </u> Contribution Commitment Level Amount in Dollars
2001	4,477.20	4,477.20	4,477.20	4,477.20
2002	4,477.20	4,477.20	16,114.09	16,114.09
2003	12,933.19	N/A	N/A	52,433.71
2004	13,490.00	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to, but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Sonoma County Water Agency

Date of Execution: 7/10/2000

By: 

Title: General Manager/Chief Engineer

Address: 2150 West College Avenue

Santa Rosa, CA 95401

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 3, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The San Juan Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Revision No. <u>1</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>2</u> Contribution Commitment Level Amount in Dollars	Revision No. <u>3</u> Contribution Commitment Level Amount in Dollars
2001	1,492.40	1,492.40	1,492.40	1,492.40
2002	1,492.40	1,492.40	1,492.40	1,492.40
2003	2,155.53	N/A	N/A	8,738.95
2004	2,248.33	N/A	N/A	

Qualifying Amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

San Juan Water District

Date of Execution: 5/24/00

By: [Signature]
 Title: GENERAL MANAGER

Address: 9935 ARBURN FOLSOM RD
GRANDTIDE BEACH, CA 95746

Contract No. 96-SNR-00110

Exhibit C

Signature Pages

for

Customer Group (d)

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Trinity County Public Utilities District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The minimum Contribution commitment level required to qualify as a Contributor pursuant to Section 5.4 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Section 5.4 Qualifying Amount in Dollars	Contribution Commitment Level Amount in Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars	Revision No. <u> 0 </u> Contribution Commitment Level Amount in Dollars
1998	N/A	To Be Determined		
1999	N/A	To Be Determined		
2000	N/A	To Be Determined		
2001	25,370.78	\$25,370.78		
2002	25,370.78	\$25,370.78		

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Trinity County Public Utilities District

Date of Execution: 1/21/97

By: 

Title: President of the Board of Directors

Address: P.O. Box 1216

Weaverville, CA 96093

Contract No. 96-SNR-00110

Signature Pages

for

Customer Group (a)

AUTHENTICATED COPY

Contract No. 96-SNR-00110

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

City of Alameda

By: Ken Hansen

Title: President, Public Utilities Board

Attest:

By: [Signature]

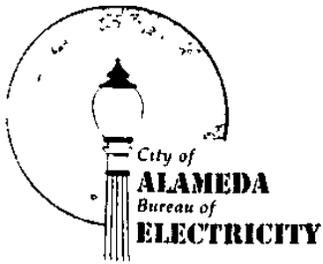
Address: Bureau of Electricity
2000 Grand Street
Alameda, CA 94501

Title: Secretary,
Public Utilities Board

Approved as to Form
CITY ATTORNEY

By: [Signature]
Assistant City Attorney

AUTHENTICATED COPY



AUTHENTICATED COPY

I hereby certify that this is a true and correct copy of Resolution No. 4306, on file at the Bureau of Electricity, Department of Public Utilities, 2000 Grand Street, Alameda, California 94501-0263.

January 28, 1997
Date

J. Boyer
Juelle-Ann Boyer, Secretary
Public Utilities Board

JAB:DD
Attachment

recert.frm
3/5/96

AUTHENTICATED COPY

CITY OF ALAMEDA
BUREAU OF ELECTRICITY

RESOLUTION NO. 4306

AUTHORIZING EXECUTION OF THE AGREEMENT FOR THE FUNDING OF
OPERATION AND MAINTENANCE FOR THE CENTRAL VALLEY PROJECT POWER
FACILITIES

WHEREAS, Western Area Power Administration power is expected to continue to be a cost effective resource for the Bureau of Electricity for the foreseeable future; and

WHEREAS, conventional funding for the operation and maintenance of the Central Valley Project power facilities that generate or transmit Western's power is being reduced and expected to be further reduced in the future; and

WHEREAS, such lack of funding is expected to lead to reduced reliability and higher costs for Western power unless alternative funding is made available; and

WHEREAS, the Central Valley Project customers have offered to enter into an agreement to help fund the required work; and

WHEREAS, an agreement has been negotiated in which operation and maintenance may be directly funded by Western's customers; and

WHEREAS, it has been determined that the Bureau of Electricity can benefit by participating in the agreement; and

WHEREAS, funds are expected to be made available by Western to the participating customers, including Alameda, for the purpose of funding the initial contributions associated with the proposed agreement; and

WHEREAS, the Commission of the Northern California Power Agency has expressed its support for the Agreement, and has recommended that each NCPA member which receives power from Western sign the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Public Utilities Board authorizes the President of the Public Utilities Board or the General Manager to execute the Agreement in substantially the form of the November 19, 1996 draft.

BE IT FURTHER RESOLVED that the Public Utilities Board approves the distribution of refunds made available from Western for the purpose of initial and future reserve contributions

associated with this Agreement to the Northern California Power Agency General Operating Reserve.

BE IT FURTHER RESOLVED that the Public Utilities Board approves the expenditure of an amount not to exceed \$200,000 for this purpose and authorizes such withdrawals from the NCPA General Operating Reserve.

I, the undersigned, hereby certify that the foregoing resolution was regularly introduced and adopted by the Public Utilities Board of the City of Alameda in regular meeting assembled on the 16th day of December 1996, by the following vote to-wit:

AYES: Commissioners Hanna, Russum, Shomon, Wonder and President Hansen
NOES: None
ABSENT: None

IN WITNESS WHEREOF, I have set my hand this 17th day of December 1996.

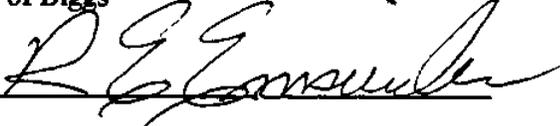

Dorothea J. Duncan
Secretary Pro-Tem

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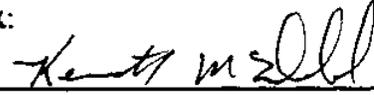
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

City of Biggs

By: 

Title: Mayor, City of Biggs

Attest:
By: 

Address: 3016 Sixth Street, P.O. Box 307

Title: City Clerk

Biggs, CA 95917-0307

BLUE ROUTE SHEET
CITY COUNCIL APPROVAL NOT REQUIRED

(1) Indicate signature authority:

- City Manager Signature Authority per Ordinance 1784 (CC Action - September 16, 2003)
[Service Agreements with a Value of \$50,000 or Less]
- City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
[Miscellaneous Agreements]
- City Manager Signature Authority per Council Motion approved on June 3, 1986
[Electric Department Mini Service Agreements]
- Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
[Miscellaneous Police Agreements]
- Other: _____

CITY OF CLARK
AUG 12 2004
ELECTRIC RESOURCES DEPT.

(2) Agreement for services with: WAFB
[NAME OF CONTRACTOR]

(3) For the following services: Amendment #4 to contract
96-SNR-0010
[BRIEFLY DESCRIBE THE SERVICES TO BE PROVIDED TO THE CITY]

(4) Department head originating agreement _____
[SIGNATURE]

(5) As to Environmental Impact Requirements (if applicable) N/A
[DIRECTOR OF PLANNING & INSPECTION]

(6) Finance Department - Certified as to availability of funds N/A
[PLEASE INDICATE IF NOT APPLICABLE]
Account Number: _____
[INSERT ACCOUNT TO BE CHARGED]

Contract Amount: \$ _____
[INSERT NOT-TO-EXCEED CONTRACT DOLLAR AMOUNT]

(7) **Please route to the City Clerk's Office.**

Approved as to form: [Signature]
[CITY ATTORNEY]

(8) CITY CLERK

Attached: 3 original(s) _____ copy(ies)

- Transmit the attached original to contractor
- Fully executed original on file in City Clerk's Office

8/11/04

*Please send
executed original
when fully signed.*



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

CITY OF SAN JUAN
JUL 26 2004
ELECTRIC RESOURCES Co.

JUL 23 2004

Ms. Junona A. Jonas
Director of Electric Utility
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050

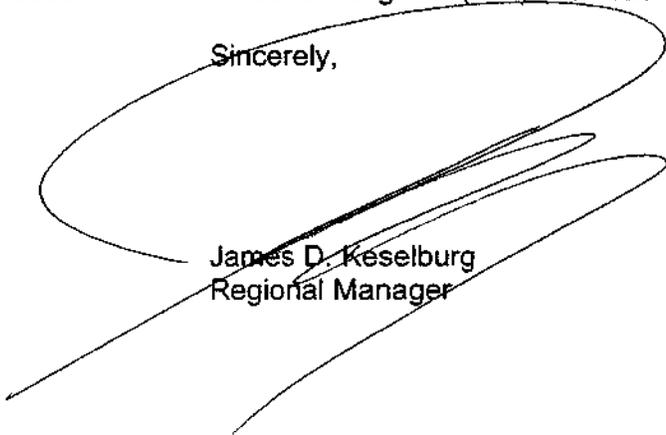
Dear Ms. Jonas:

Please find enclosed an authenticated, executed signature copy (page 3) between the Bureau of Reclamation and the Western Area Power Administration (Western) for Amendment 4 (Amendment) to Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities (Agreement) for review and approval. This Amendment modifies the definition of "Small Customer" under Agreement Section 5.23 in order to accommodate Western's 2004 Power Marketing Plan.

Please sign the three signature pages (page 3) and return them to Ms. Gloria Davis, N6403, at this office no later than September 30, 2004. Upon execution by all parties to the Amendment, a completed Amendment with your original signature will be returned to you with authenticated copies of signatures of the other parties.

If you have any questions, please contact Mr. Russell Knight at (916) 353-4523.

Sincerely,


James D. Keselburg
Regional Manager

2 Enclosures
Amendment 4
Signature page (3)

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION
CENTRAL VALLEY PROJECT, CALIFORNIA
AND
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION
AND
CENTRAL VALLEY PROJECT CUSTOMERS

AMENDMENT NO. 4 TO THE
AGREEMENT FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

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UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION
CENTRAL VALLEY PROJECT, CALIFORNIA
AND
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION
AND
CENTRAL VALLEY PROJECT CUSTOMERS

AMENDMENT NO. 4 TO THE
AGREEMENT FOR THE FUNDING OF OPERATION AND MAINTENANCE
FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

1. **PREAMBLE:** This Amendment to Contract No. 96-SNR-00110 (Primary Agreement) is made this 14th day of July, 2004, between the UNITED STATES OF AMERICA (United States), (i) acting by and through the Administrator, Western Area Power Administration, Department of Energy (Western), represented by the Regional Manager, Sierra Nevada Customer Service Region, the officer executing this Agreement, or a duly appointed successor, and (ii) acting by and through the Commissioner, Bureau of Reclamation, Department of the Interior (Reclamation),

1 represented by the Regional Director, Mid-Pacific Region; and the Central Valley
2 Project (CVP) preference power customers signing this Amendment as set forth in
3 Exhibit A of the Primary Agreement, all collectively called Parties.

4 **2. EXPLANATORY RECITALS:**

5 2.1 The Parties entered into the Primary Agreement on November 12, 1997.

6

7 2.2 To accommodate Western's 2004 Power Marketing Plan, the Parties
8 desire to modify the definition of a Small Customer in the Primary Agreement to
9 incorporate a Base Resource percent allocation value.

10

11 **3. AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

12

13 **4. TERM OF AMENDMENT:** This Amendment shall become effective upon
14 execution by all Parties and shall remain in effect concurrently with the Primary
15 Agreement.

16

17 **5. MODIFICATION TO THE PRIMARY AGREEMENT:** The following modification
18 is made to the Primary Agreement:

19 5.1 Modification to Section 5.23: Section 5.23 is deleted in its entirety and the
20 following language substituted therefore:

21 "5.23 Small Customer: A customer with a long-term firm allocation of 20
22 megawatts or less from Western and a maximum load of 40 megawatts or
23 less through calendar year 2004, or a customer with a Base Resource
24 percentage of 1.328% or less under the 2004 Power Marketing Plan and a
25 maximum load of 40 megawatts or less, beginning January 1, 2005,
26 through the term of this Agreement."

27 ///

28 ///

James Feider – Chair, Redding
Brian Jobson – Vice Chair, SMUD
Jay Evans –BART
Ray Camacho – Silicon Valley Power
Mark Clark - DOE

Customer O&M Funding Governance Board

Bill Stewart – Lassen MUD
Tom Habashi – Roseville
Rick Coleman – Trinity PUD
Chet Bowling - Reclamation
Tom Boyko –Western
Russell Knight - Secretary

CITY OF SANTA CLARA

APR 27 2003

April 5, 2005

ELECTRIC RESOURCES DEPT.

To: O&M Funding Agreement Customers

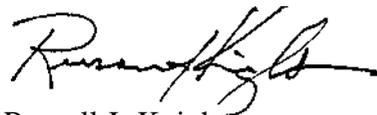
Enclosed for your files is one executed original of your Amendment No. 4 signature page to Contract No. 96-SNR-00110, the Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities (Agreement).

All the Agreement Customers have executed Amendment No. 4 and it is now effective.

Enclosed for your files are authenticated copies of all the Customer's Amendment No. 4 signature pages to the Agreement.

If you have any questions, please call me at (916) 353-4523 or by email at rknight@wapa.gov.

Sincerely,



Russell J. Knight
Governance Board Secretary

Enclosures

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
2 executed the day and year first above written. The signatories hereto represent that
3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

6 CITY OF SANTA CLARA

7 d.b.a. SILICON VALLEY FOWER

8 By: Paul E. Smith

9 Attest: Title: City Manager

10 By: _____ Address: 1500 Warburton Avenue

11 Title: _____ Santa Clara, CA 95050

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ATTEST:

J. E. Boccia
City Clerk

APPROVED AS TO FORM:

Roland D. Pfeifer
ROLAND D. PFEIFER
Assistant City Attorney

1 **6. PRIMARY AGREEMENT TO REMAIN IN EFFECT:**

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

5 **7. EXECUTION IN COUNTERPART:**

6 This Amendment may be executed in a number of counterparts and shall constitute a
7 single document with the same force and effect as if each Party had signed all other
8 counterparts.

9
10 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
11 executed the day and year first above written. The signatories hereto represent that
12 they have been appropriately authorized to enter into this Amendment on behalf of the
13 Party for whom they sign.

14
15 WESTERN AREA POWER ADMINISTRATION

16 By: _____
17 Title: Regional Manager
18 Address: 114 Parkshore Drive
19 Folsom, CA 95630-4710

20
21
22 BUREAU OF RECLAMATION

23 By: _____
24 Title: Regional Director, Mid-Pacific Region
25 Address: 2800 Cottage Way
26 Sacramento, CA 95825

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Contract No. 96-SNR-00110
Amendment No. 4

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
2 executed the day and year first above written. The signatories hereto represent that
3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

ARVIN-EDISON WATER STORAGE DISTRICT

By: *Steve Colby*

Title: Engineer-Manager

8 Attest:
9 By: *SL*

Address: 20401 Bear Mountain Blvd.

10 Title: Staff Engineer

Mailing: P.O. Box 175, Arvin, CA 93203

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1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
 2 executed the day and year first above written. The signatories hereto represent that
 3 they have been appropriately authorized to enter into this Amendment on behalf of the
 4 Party for whom they sign.

BAY AREA RAPID TRANSIT DISTRICT

By: *[Signature]*

Title: MANAGER, CONTACT DIVISION

Address: 300 LAKEVIEW DRIVE

OAKLAND, CA 94612

Attest:

By: *R. V. K...*

Title: *Senior Executive Assistant*

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2 executed the day and year first above written. The signatories hereto represent that
3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

5

6

CITY OF BIGGS

7

By: *Randy Cagle*
Randy Cagle

8

Attest:

Title: City Administrator/Finance Director

9

By: *Deanna Carbajal*
Deanna Carbajal

Address: 465 C Street, PO Box 307

10

Title: Deputy City Clerk

Biggs, CA 95917-0307

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1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
2 executed the day and year first above written. The signatories hereto represent that
3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

6 BYRON-BETHANY IRRIGATION DISTRICT

7 By: *She Almon*

8 Attest:

Title: General Manager

9 By: *Betty Walker*
 Betty Walker

Address: PO Box 160

10 Title: Office Manager

Byron, California 94514-0160

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2 executed the day and year first above written. The signatories hereto represent that
3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

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CALAVERAS PUBLIC POWER AGENCY

By: *Gary A. Golte*

Title: Chairman

Address: Government Center

San Andreas, CA 95249

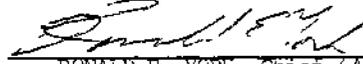
Attest:

By: *Dennis Didenko*

Title Secretary

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
2 executed the day and year first above written. The signatories hereto represent that
3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

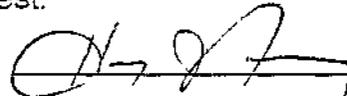
CALIFORNIA MEDICAL FACILITY, VACAVILLE

By: 
RONALD E. YORK, Chief (A)

Title: Institution Service Contracts Section
1515 S Street, Room 410-S

Address: Sacramento, CA 95814

Attest:

By: 

Title: CHIEF, ENERGY MGT
SECTION

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2 executed the day and year first above written. The signatories hereto represent that
3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

6 CALIFORNIA STATE UNIVERSITY,
7 SACRAMENTO

8 By: [Signature]
9 Title: Director Union Union
10 Address: 6000 L Street
11 SAC CA 95819-4017

9 Attest: [Signature]
10 By: [Signature]
11 Title: Director

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2 executed the day and year first above written. The signatories hereto represent that
3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

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EAST BAY MUNICIPAL UTILITY DISTRICT

7

By: Paul R. Ghore

8

Attest:

Title: MANAGER OF PURCHASING

9

By: [Signature]

Address: P.O. Box 24055

10

Title: Attorney, Office of

Oakland, CA 94623-1055

11

/// General Counsel

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1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
2 executed the day and year first above written. The signatories hereto represent that
3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

EASTSIDE POWER AUTHORITY

BY: [Signature]

Title: President

Address: 14181 Avenue 24

Delano, CA 93215

8 Attest:
9 By: [Signature]
10 Title: Manager

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2 executed the day and year first above written. The signatories hereto represent that
3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

6 LASSEN MUNICIPAL UTILITY DISTRICT

7 By: *[Signature]*

8 Title: GENERAL MANAGER

9 Address: 65 S. ROOP STREET

SUSANVILLE, CA 96130

8 Attest:

9 By: *[Signature]*

10 Title: Admin. Assistant

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LEGAL REVIEW
[Signature]
INT DATE

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3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

5

6

CITY OF LODI

7

By: *Christ S. Keith*

8

Attest:

Title: Interim City Manager

9

By: _____

Address: PO Box 3006

10

Title: _____

Lodi, CA 95241

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Approved as to form *[Signature]*
City Attorney

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ATTEST:

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[Signature]
SUSAN J. BLACKSTON
City Clerk

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CITY OF LOMPOC

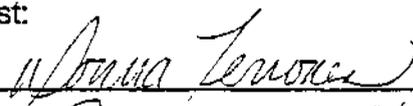
By: 

Title: CITY ADMINISTRATOR

Address: PO BOX 9301

Lompoc, CA 95438

Attest:

By: 

Title: Deputy City Clerk

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NASA, AMES RESEARCH CENTER

By: Stan C. Neuberger

Title: Deputy Center Director

Address: Moffett Field, CA 94035-1000

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5
6 NASA, AMES RESEARCH CENTER
7 MOFFETT FEDERAL AIRFIELD

8 By: *Stan C. Keulegan*

9 Title: Deputy Center Director

10 Address: Moffett Field, CA 94035-1000

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4 Party for whom they sign.

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CITY OF PALO ALTO

7

By: *[Signature]*

8 Attest

Title: City Manager

9 By: *Jeanette L. Castelino*

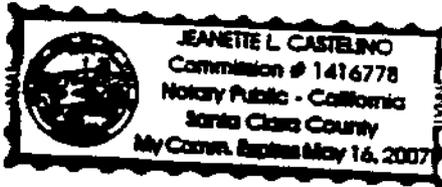
Address: 250 Hamilton Avenue

10 Title: *Notary Public*

Palo Alto, CA 94301

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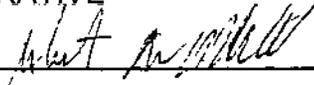
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PLUMAS-SIERRA RURAL ELECTRIC

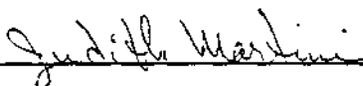
COOPERATIVE

By: 

Title: General Manager

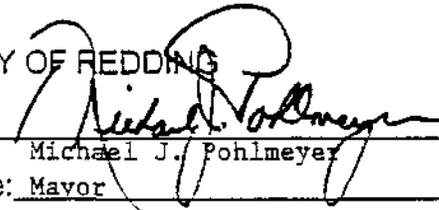
Address: 73233 State Route 70

Portola, CA 96122

Attest:
 By: 
 Title: Executive Secretary

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
 2 executed the day and year first above written. The signatories hereto represent that
 3 they have been appropriately authorized to enter into this Amendment on behalf of the
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CITY OF REDDING
 By: 
 Michael J. Pohlmeier
 Title: Mayor
 Address: 777 Cypress Avenue
Redding, CA 96001

ATTEST:


 CONNIE STROHMAYER, City Clerk

Form Approved

 Barry E. DeWalt
 Assistant City Attorney

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
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CITY OF ROSEVILLE
By: *William Robinson*
Title: City Manager
Address: 311 Vernon Street
Roseville CA 95678

Attest: *Janice O'Keefe*
By: *Janice O'Keefe*
Title: City Clerk

1 IN WITNESS WHEREOF, the Parties have caused this Amendment to be
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SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: *Jan Scher*

Title: General Manager

Address: P. O. Box 15830, M.S. B408

Sacramento, CA 95852-1830

Attest:

By: *Alan ...*

Title: General Counsel and Secretary
to the Board of Directors

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SAN JUAN WATER DISTRICT
By: *[Signature]*
Title: General Manager
Address: 9935 Auburn Folsom Road
Granite Bay, CA 95746

Attest:
By: *[Signature]*
Title: Board Secretary

1 IN WITNESS WHEREOF, the Parties have caused this Amendment to be
2 executed the day and year first above written. The signatories hereto represent that
3 they have been appropriately authorized to enter into this Amendment on behalf of the
4 Party for whom they sign.

5

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CITY OF SHASTA LAKE

7

By: [Signature]

8

Attest:

Title: CITY MANAGER

9

By: [Signature]

Address: PO BOX 177 1650 STANTON DR

10

Title: City Clerk

SHASTA LAKE, CA 96019

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CITY OF SANTA CLARA

d.b.a. SILICON VALLEY POWER

By: Karal E. Faust

Title: City Manager

Address: 1500 Warburton Avenue

Santa Clara, CA 95050

Attest:
By: _____
Title: _____

ATTEST:

J. E. Boccham
City Clerk

APPROVED AS TO FORM:

Roland D. Pfeifer
ROLAND D. PFEIFER
Assistant City Attorney

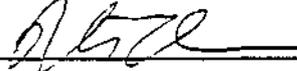
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TRINITY PUBLIC UTILITIES DISTRICT

7

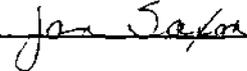
By: 

8

Attest:

Title: GENERAL MANAGER

9

By: 

Address: P.O. Box 1216

10

Title: Administrative Assistant

Weaverville, CA 96093

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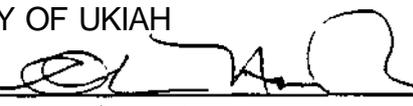
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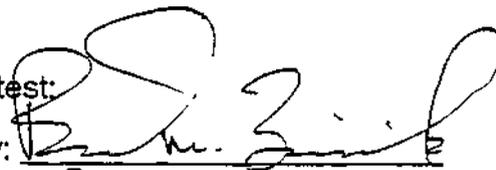
CITY OF UKIAH

By: 

Title: City Manager

Address: 300 Seminary Ave.

Ukiah, CA 95482

Attest: 
By: Public Utilities Director
Title: Public Utilities Director

Contract No. 96-SNR-00110
Amendment No. 3

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION,
CENTRAL VALLEY PROJECT, CALIFORNIA
AND

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION AND CENTRAL VALLEY
PROJECT CUSTOMERS

AMENDMENT NO 3 TO THE
AGREEMENT FOR THE FUNDING OF POWER OPERATION AND MAINTENANCE
FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION
CENTRAL VALLEY PROJECT, CALIFORNIA
AND
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION
AND
CENTRAL VALLEY PROJECT CUSTOMERS

AMENDMENT NO. 3 TO THE
AGREEMENT FOR THE FUNDING OF POWER OPERATIONS AND MAINTENANCE
FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

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5.	MODIFICATIONS TO THE PRIMARY AGREEMENT.....	2
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	5.2 Modification to Section 6.5	3
	5.3 Modification to Section 8.3.4.....	3
	5.4 Modification to Section 8.4	3
	5.5 Modification to Section 10.5.3 (3).....	4
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7.	MODIFICATIONS TO THE PRIMARY CONTRACT	4
	SIGNATURE PAGE(S)	

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UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION,
CENTRAL VALLEY PROJECT, CALIFORNIA

AND

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION

AND

CENTRAL VALLEY PROJECT CUSTOMERS
AMENDMENT NO 3 TO THE
GREEMENT FOR THE FUNDING OF POWER OPERATION AND MAINTENANCE
FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

1. **PREAMBLE** This Amendment to Contract No. 96-SNR-00110 (Primary Agreement) is made this 16th day of April, 2003, between the UNITED STATES OF AMERICA (United States), (1) acting by and through the Administrator, Western Area Power Administration, Department of Energy (Western), represented by the Regional Manager, Sierra Nevada Customer Service Region, the officer executing this Agreement, or a duly appointed successor, and (2) acting by and through the Commissioner, Bureau of Reclamation, Department of the Interior (Reclamation), represented by the Regional Director, Mid-Pacific Region; and the

1 Central Valley Project (CVP) preference power customers signing this Amendment as set
2 forth in Exhibit A of the Primary Agreement, all collectively called Parties.

3

4 **2. EXPLANATORY RECITALS**

5 2.1 Western, Reclamation, and the CVP preference power customers entered into
6 the Primary Agreement on November 12, 1997.

7

8

9 2.2 The Parties have determined that several sections of the Primary Agreement
10 need to be modified to eliminate the Capital Improvement Project (CIP) threshold
11 This will enable the Agencies to accept Customer contributions under the Primary
12 Agreement for CIP in addition to funding annual Operation and Maintenance
13 (O&M) expenses.

10

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3. **AGREEMENT**: In consideration, of the mutual benefits to be received through this
Agreement, the Parties agree to the terms and conditions set forth herein.

4. **TERM OF AMENDMENT**: This Amendment shall become effective upon
execution by all Parties and shall remain in effect concurrently with the Primary
Agreement.

5. **MODIFICATIONS TO THE PRIMARY AGREEMENT**: The following modifications
have been made to the Primary Agreement:

5.1 **Modification to Section 5.13**: A new sentence has been added to Section
5.13 after the word "services". [Section 5.13](#) now reads as follows:

///

1 **"5.13 O&M Activities;** Those actions and work elements to be performed
2 to continue the safe, economic, reliable, and environmentally acceptable
3 operation of the CVP power facilities including power related programs such
4 as marketing, rates, studies, billing and energy services. These activities
5 include annual O&M (which are recorded as annual expenses) and CIP
6 (which are recorded as capitalized assets)."

7
8 5.2 **Modification to Section 6.5:** [Section 6.5](#) is deleted in its entirety and the
9 following language substituted:

10 **"6.5 Capital Improvement Project:** A list of prioritized CIP will be
11 maintained by each Agency and shall be included in the Agency's
12 respective preliminary O&M Work Plan(s)."

13
14 5.3 **Modification to Section 8.3.4:** [Section 8.3.4](#) is deleted in its entirety and
15 the following language substituted:

16 **"8.3.4 Recording Contributions:** Contributions used during any fiscal
17 year will be recorded in the CVP power repayment study. Contributions
18 used to finance Agencies annual O&M activities will be recorded in the CVP
19 power repayment study as annual expenses. Contributions used to finance
20 Agencies CIP will be recorded in the CVP power repayment study as
21 capitalized assets, which are recovered over the life of the asset."

22
23 5.4 **Modification to Section 8.4:** [Section 8.4](#) is deleted in its entirety and the
24 following language substituted

25 **"8.4 CIP FUNDING:** Unless otherwise agreed to by the Governance Board,
26 the Agencies will continue to seek appropriations for funding CIP, When
27 appropriations or Customer contributions are used, repayment of CIP will be
28 ///

1 in accordance with repayment requirements set forth in the Agencies'
2 policies on repayment of investment,"

3
4 **5.5 Modification to Section 10.5.3 (3):** Section 10.5.3 (3) is deleted in its
5 entirety and the following language substituted;

6 "10.5.3 (3) Expenditure thresholds for Emergency, and reprogramming;"
7

8 **6. PRIMARY AGREEMENT TO REMAIN IN EFFECT:** Except as expressly
9 modified by this amendment, said Primary Agreement shall remain in full force and
10 effect; and this Amendment shall be subject to all provisions of the Primary Agreement,
11 excerpt as herein amended.

12
13 **7. EXECUTION IN COUNTERPART:** This Agreement may be executed in a
14 number of counterparts and shall constitute a single document with the same force and
15 effect as if each Party had signed all other counterparts.

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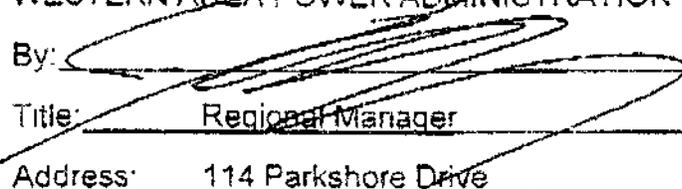
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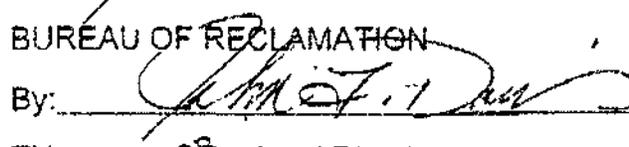
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1 IN WITNESS WHEREOF, the Parties have caused this Amendment to the Primary
2 Agreement to be executed the day and year first above written. The signatories hereto
3 represent that they have been appropriately authorized to enter into this Agreement on
4 behalf of the Party for whom they sign.

5
6 WESTERN AREA POWER ADMINISTRATION

7 By: 
8 Title: Regional Manager
9 Address: 114 Parkshore Drive
10 Folsom, CA 95630-4710

11
12
13 BUREAU OF RECLAMATION

14 By: 
15 Title: Regional Director
16 Address: Mid-Pacific Region
17 2800 Cottage Way
18 Sacramento, CA 95825

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7
8 CITY OF SANTA CLARA
d.b.a. SILICON VALLEY POWER
9

10 By: Jennifer Sparadino
11 Jennifer Sparadino
12 Title: City manager

13 Attest.

14 By: J. A. Becerra
15 Title: City Clerk

16 Address: 1500 WARBURTON AVENUE
17 SANTA CLARA, CA 95050

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APPROVED AS TO FORM:
Roland D. Pfeifer
ROLAND D. PFEIFER
Assistant City Attorney

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ARVIN-EDISON WATER STORAGE ~~PROJECT~~ DISTRICT

By: Steve Colby

Title: Engineer-Manager

Address: 20401 Bear Mountain Blvd.

Mailing: P.O. Box 175, Arvin, CA 93203-0175

Attest:
By: David A. Nye
Title: Assistant Manager

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BANTA-CARBONA IRRIGATION DISTRICT

By: *James M. McLeod*
Title: President

Attest:
By: *Margaret Nose* Address: 3514 W. Lehman Rd.
Title: Secretary Tracy, CA 95304

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On motion of Director Thoming, and duly seconded by Director Elissagaray, the following resolution was approved and adopted:

RESOLUTION (R-2003-) APPROVING AMENDMENT NO. 3 TO WESTERN AREA POWER ADMINISTRATION CONTRACT NO. 96-SNR-00110 AND AUTHORIZING EXECUTION THEREOF

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BANTA-CARBONA IRRIGATION DISTRICT:

The President and Secretary of the District are authorized, on behalf of Banta-Carbona Irrigation District to execute this Amendment No. 3 to Western Area Power Administration Contract No. 96-SNR-00110.

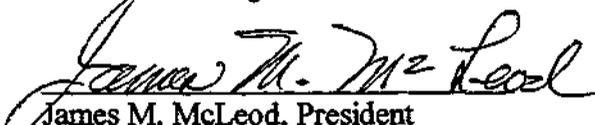
PASSED AND ADOPTED, this 14th day of May 2003 by the Board of Directors of the Banta-Carbona Irrigation District by the following vote:

AYES: McLeod, Alcock, Thoming, Elissagaray and Robertson

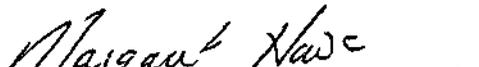
NOES : NONE

ABSENT : NONE

By Resolution of the Board of Directors of
Banta-Carbona Irrigation District


James M. McLeod, President
Banta-Carbona Irrigation District

Attest:


Margaret Howe, Secretary

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IN WITNESS WHEREOF, the Parties have caused this Amendment to the Primary Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

CITY OF BIGGS

By: 
Title: Mayor

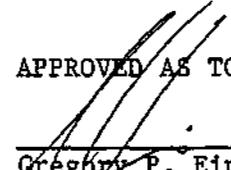
Attest:

By: 
Title: Deputy City Clerk

Address: P.O. Box 307
Biggs, CA 95917-0307

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APPROVED AS TO FORM:


Gregory P. Einhorn
City Attorney

RESOLUTION NO. 2003-12

RESOLUTION OF THE CITY OF BIGGS APPROVING AMENDMENT NO.3 TO THE AGREEMENT FOR THE FUNDING OF POWER OPERATION AND MAINTENANCE FOR CENTRAL VALLEY PROJECT POWER FACILITIES

WHEREAS, the City of Biggs and other power service customers entered into an Agreement with the Sierra Nevada Customer Service Region, Western Area Power Administration and the U. S. Bureau of Reclamation for funding of power operation and maintenance for Central Valley Project power facilities on November 1, 1997, and

WHEREAS, Western Area Power Administration is now desirous of amending said Agreement for the third time in order to remove the Governance Board established capital improvement project threshold and all capital improvement project fund by the Agreement to be treated as capitalized assets and amortized over the service lives.

BE IT RESOLVED, by the City Council of the City of Biggs as follows:

- 1. That the City Council approves said Amendment No. 3 to said Agreement and authorizes the Mayor to execute it on behalf of the City of Biggs.

I HEREBY CERTIFY that the foregoing RESOLUTION was duly introduced, passed and adopted at a regular meeting to the City Council of the City of Biggs, held on the 19th of May, 2003, by the following vote:

AYES: COUNCILMEMBER Callaway. Paul-Busch. Bottorff. David & Thebach

NOES: COUNCILMEMBER

ABSENT: COUNCILMEMBER

ABSTAIN: COUNCILMEMBER

ATTEST:

APPROVED:

Deanna Carbajal
Deanna Carbajal
Deputy City Clerk

Sharleta B. Callaway
Sharleta B. Callaway
Mayor

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL FILED AND OF RECORD IN THIS OFFICE.

WITNESS my hand and seal this 20th day of May 2003

Deanna Carbajal
Deanna Carbajal, Deputy, City Clerk

RESOLUTION 2003-9

Authorization for the General Manager to Execute
Amendment No. 3 to Western Area Power Administration Contract No. 96-SNR-00110

BE IT RESOLVED, the Board of Directors of the Byron-Bethany Irrigation District does give authorization to the General Manager, on behalf of Byron Bethany Irrigation District, to execute this Amendment No. 3 to Western Area Power Administration Contract No. 96SNR-00110.

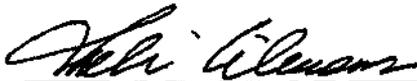
PASSED AND ADOPTED at Board Meeting of the BYRON BETHANY IRRIGATION DISTRICT, Board of Directors this 20th day of May, 2003 by the following vote:

- AYES: Gilbert, Maggiore, Franco, Spatafore Jr.
- NOES:
- ABSTAINED:
- ABSENT: Tennant



Mr. Charles Spatafore Jr.
President of the Board of Directors
of Byron Bethany Irrigation District

ATTEST:



Acting Secretary of the Board of Directors
of Byron Bethany Irrigation District

Secretary's Certification

I, Rick Gilmore, Acting Secretary of the Board of Directors of the Byron Bethany Irrigation District, do hereby certify that the foregoing Resolution is a true and correct copy entered into the Minutes of the Regular Meeting of May 20th, 2003, at which time a quorum was present, and no motion to amend or rescind the above resolution was made.



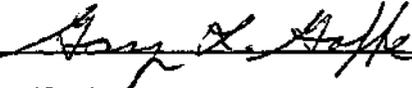
Acting Secretary of the Board of Directors of
Byron Bethany Irrigation District

5/20/03
Date

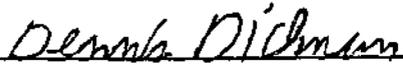
1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to the
2 Primary Agreement to be executed the day -and year first above written. The signatories
3 hereto represent that they have been appropriately authorized to enter into this
4 Agreement on behalf of the Party for whom they sign.

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CALAVERAS PUBLIC POWER AGENCY

By: 
Title: Chairman

Attest:

By:  Address: Government Center
Title: Secretary San Andreas, CA 95249

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 3 hereto represent that they have been appropriately authorized to enter into this
 4 Agreement on behalf of the Party for whom they sign.

7 CALIFORNIA STATE UNIVERSITY,
 8 SACRAMENTO

10 By: *[Signature]*

Title: Director, University Union

Address: 6000 J Street

Sacramento CA 95829-1017

11 Attest:

12 By: *[Signature]*

13 Title: DIRECTOR, CSUS AQUATIC
CENTRE

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8 EASTSIDE POWER AUTHORITY

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10 By:

11 Title: Pres

11 Attest:

12 By: D. L. B. ...

Address: 14181 Avenue 24

13 Title: Manager

Delano, CA 93215

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U.S. Department of Energy,
National Nuclear Security Administration
On behalf of the
Lawrence Berkeley National Laboratory

By: 
Title: Contracting Officer

Attest: _____
By: _____ Address: _____
Title: _____

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U.S. Department of Energy,
National Nuclear Security Administration
On behalf of the
Stanford Linear Accelerator Center

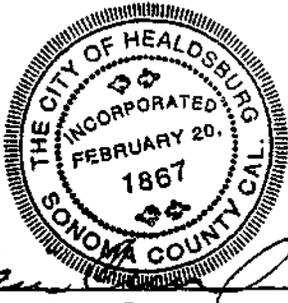
By: 
Title: Stephen Law
Contracting Officer

Attest: _____
By: _____ Address: _____
Title: _____

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CITY OF HEALDSBURG

By: [Signature]
Title: City Manager
Address: 401 Grove Street
Healdsburg, CA 95448

Attest:
By: [Signature]
Title: City Clerk

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CITY OF HEALDSBURG

RESOLUTION NO. 9-97

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HEALDSBURG APPROVING THE .
AGREEMENT BETWEEN THE UNITED STATES OF
AMERICA AND THE CITY OF HEALDSBURG FOR
THE FUNDING OF OPERATION AND MAINTENANCE
FOR CENTRAL VALLEY PROJECT POWER
FACILITIES CONTRACT NO. 96-SNR-00110**

WHEREAS, the City of Healdsburg (City) owns and operates a municipal electric utility and is a California Valley Project (CVP) Preference Customer (CVP Customer) as administrated through the U.S. Department of Energy, Western Area Power Administration (Western); and

WHEREAS, due to age, normal wear and deterioration, the CVP power facilities, as operated and maintained by U.S. Department of the Interior, Bureau of Reclamation (Bureau), are in need of prescribed maintenance in a timely and orderly manner; and

WHEREAS, in order to insure and protect CVP system reliability and flexibility, the CVP Customers, Western, and Bureau, desire that said maintenance of the CVP power facilities be administered effectively and efficiently through United States of America Contract No. 96-SNR-00110 for Funding of Operation and Maintenance for Central Valley Project Power Facilities (U.S. Contract No. 96-SNR-00110); and

WHEREAS, the City's Electric Utility Director recommended to the City Council that City participation in U.S. Contract No. 96-SNR-00110 was beneficial to, in the best interests of, and pertinent to the health and welfare of the City and its electric utility.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Healdsburg does hereby approve U.S. Contract No. 96-SNR-Q0110, said Contract on file in the office of the City Clerk and incorporated herein by reference;

BE IT FURTHER RESOLVED, that the City Council of the City of Healdsburg does hereby authorize the City Manager to execute the same on behalf of the City and such amendments and supplements to the same as the City Manager determines, with

Resolution No. 9-97
Page 2

the advise of Counsel, to be necessary or appropriate from time to time hereafter to cure any ambiguity or eliminate superfluous provisions or to correct or supplement any defective provision of the same.

DATED: February 3, 1997

VOTE upon the foregoing resolution was as follows:

AYES: Councilmembers: (5) Gleason, Harvey, Mitchell, Ziedrich
and Mayor Howell

NOES: Councilmembers: (0) None

ABSENT: Councilmembers: (0) None

ABSTAINING: Councilmembers: (0) None

SO ORDERED:

/s/ Carla Howell

Carla Howell
Mayor

ATTEST:

/s/ Maria Curiel

Maria Curiel
City Clerk

I, MARIA CURIEL, City Clerk of the City of Healdsburg, do hereby certify that the foregoing is a full, true, and correct copy of the original thereof now on file and of record in my office.


Maria Curiel, City Clerk

DATED: March 19, 1997

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to the
2 Primary Agreement to be executed the day and year first above written. The signatories
3 hereto represent that they have been appropriately authorized to enter into this
4 Agreement on behalf of the Party for whom they sign.
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8 LASSEN MUNICIPAL UTILITY DISTRICT

9
10 By: 

11 Title: GENERAL MANAGER

11 Attest:

12 By: Gerolma Kaege

Address: 65 S. ROOP STREET

13 Title: Executive Secretary

SUSANVILLE, CA 96130

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RESOLUTION NO. 2003-76

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AMENDMENT 3 TO UNITED STATES OF AMERICA DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION CONTRACT NO. 96-SNR-00110 WITH THE CITY OF LODI FOR THE FUNDING OF POWER OPERATION AND MAINTENANCE FOR CENTRAL VALLEY PROJECT POWER FACILITIES, AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE SAID DOCUMENTS ON BEHALF OF THE CITY OF LODI

=====

BE IT RESOLVED that the City Council of the City of Lodi does hereby approve Amendment 3 to United States of America Department of Energy Western Area Power Administration Contract No. 96-SNR-00110 with the City of Lodi for the funding of Power Operation and Maintenance for Central Valley Project Power Facilities; and

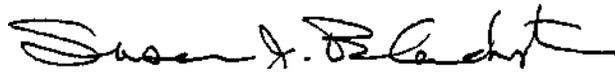
BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute said documents on behalf of the City of Lodi.

Dated: May 7, 2003

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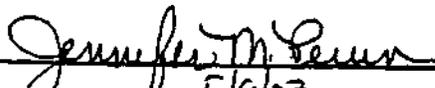
I hereby certify that Resolution No. 2003-76 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 7, 2003, by the following vote:

- AYES: COUNCIL MEMBERS - Beckman, Hansen, Howard, Land, and Mayor Hitchcock
- NOES: COUNCIL MEMBERS - None
- ABSENT: COUNCIL MEMBERS - None
- ABSTAIN: COUNCIL MEMBERS - None


SUSAN J. BLACKSTON
City Clerk

The foregoing document is certified to be a correct copy of the original on file in the City Clerk's Office.

Jennifer M. Perrin
Deputy City Clerk, City of Lodi

By: 
Dated: 5/9/03

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to the
 2 Primary Agreement to be executed the day and year first above written. The signatories
 3 hereto represent that they have been appropriately authorized to enter into this
 4 Agreement on behalf of the Party for whom they sign.

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CITY OF LOMPOC

By: 

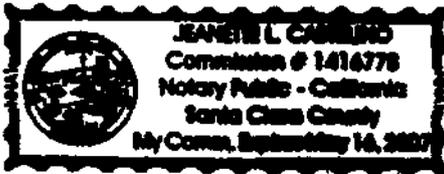
Title: CITY ADMINISTRATOR

Attest:

By: Jane E. Green
Title: City Clerk

Address: PO Box 8601
Lompoc, CA 93438

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to the
 2 Primary Agreement to be executed the day and year first above written. The "signatories
 3 hereto represent that they have been appropriately authorized to enter into this
 4 Agreement on behalf of the Party for whom they sign.



CITY OF PALO ALTO

By: [Signature]
 Title: Asst. City Mgr

Attest:

By: Jeanette L. Castellano

Address: 250 Hamilton Ave.

Title: Notary Public

Palo Alto, CA 94301

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AUTHENTICATED COPY

RESOLUTION NO. 8318

RESOLUTION OF THE COUNCIL OF THE CITY OF PALO ALTO APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR FUNDING OF OPERATION AND MAINTENANCE FOR THE CENTRAL VALLEY PROJECT POWER FACILITIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, the City of Palo Alto ("City") has negotiated and executed several contracts with the Western Area Power Administration of the U.S. Department of Energy ("WAPA"), including an Agreement For The Funding Of Operation and Maintenance For Central Valley Project Power Facilities ("O&M Funding Contract"); and

WHEREAS, the City has provided funds to WAPA and the U.S. Bureau of Reclamation to pay for the operation, maintenance and improvements to the Central Valley Project and the Shasta Dam, among other facilities, and the federal agencies are repaying these funds by crediting Palo Alto's account for energy received in the amount of the funds contributed in the month following the contribution; and

WHEREAS, the parties by Amendment No. 3 to the O&M Funding Contract ("Amendment No. 3") intend to delete reference to the Capital Improvement Project threshold set forth in Section 6.5 of the O&M Funding Contract and thereby allow a greater volume of projects to be funded by the Operation and Maintenance Funding Program.

NOW, THEREFORE, the Council of the City of Palo Alto does hereby RESOLVE as follows:

SECTION 1. The Council hereby approves Amendment No. 3 to the O&M Funding Contract, and further authorizes the City Manager to execute Amendment No. 3.

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AUTHENTICATED COPY

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to the
2 Primary Agreement to be executed the day and year first above written. The signatories
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PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By: *[Signature]*

Title: General Manager

Address: ~~27~~ 73233 Hwy 70

Portola, CA 96122

Attest:

By: _____

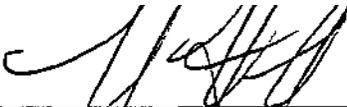
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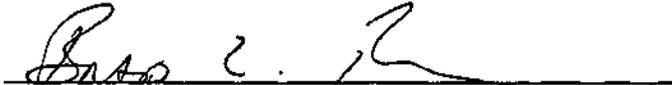
CITY OF REDDING

By: 
Title: MARK CIBULA
Mayor
Address: 777 Cypress Avenue
Redding, CA 96001

Attest:


Connie Strohmayr
City Clerk

Form Approved:


Brad Fuller, City Attorney

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CITY OF ROSEVILLE

By: *W. Craig Robinson*
Title: City Manager

Attest:
By: *Carol's Sullivan*
Title: City Clerk

Address: 311 Vernon Street
Roseville, CA 95678

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RESOLUTION NO. 03-195

APPROVING AMENDMENT NO. 3 TO AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND WESTERN AREA POWER
ADMINISTRATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, amendment no. 3 to agreement for folding of power operation and maintenance for Central Valley Project Power Facilities (Contract No. 96-SNR-00110), between the City of Roseville and Western Area Power Administration, has been reviewed by the City Council; and

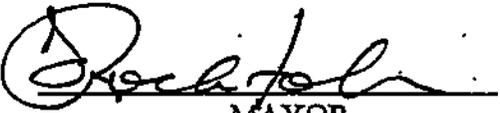
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 14th day of May, 2003, by the following vote on roll call:

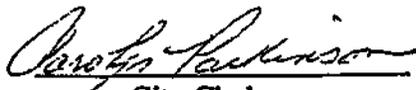
AYES COUNCILMEMBER'S: Richard Roccucci, Jim Gray, Gina Garbolino, Rocky Rockholm

NOES COUNCILMEMBERS: None

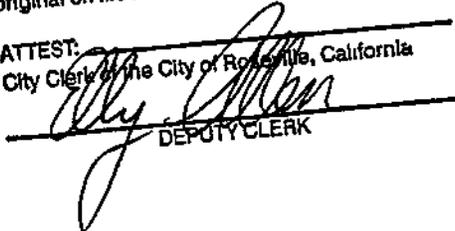
ABSENT COUNCILMEMBERS: Earl Rush


MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST:

City Clerk of the City of Roseville, California
DEPUTY CLERK

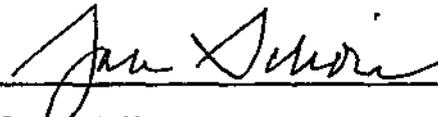
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lad

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Attest: 
By: 
General Counsel and Secretary
Title: to the Board of Directors

By: 
Title: General Manager
Address: P.O. Box 15830, M.S. B408
Sacramento, CA 95852-1830

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SAN JUAN WATER DISTRICT

By: 
 Title: General Manager

Attest: 
 By: Sue Yakimoto
 Title: Board Secretary

Address: 9935 Auburn Folsom Road
Granite Bay, CA 95746

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to the
2 Primary Agreement to be executed the day and year first above written. The signatories
3 hereto represent that they have been appropriately authorized to enter into this
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SANTA CLARA VALLEY WATER DISTRICT

By: *Susan Lutz, Acting CEO*

Title: Chief Executive Officer

Attest:

By: *Elizabeth Alho*

Address: 5750 Almaden Expressway

Title: Clerk of the Board

San Jose, CA 95118

Deputy

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RESOLUTION CC03-39

A SHASTA LAKE CITY COUNCIL RESOLUTION APPROVING AMENDMENT 3 OF CONTRACT 96-SNR-00110, AGREEMENT FOR THE FUNDING AND OPERATION FOR CENTRAL VALLEY PROJECT POWER FACILITIES

WHEREAS, the City entered into an agreement on February 4, 1997, with the Western Area Power Administration and Bureau of Reclamation to participate in a voluntary contribution program to ensure that the agencies have a consistent level of funding pursuant to the terms of that agreement for needed maintenance of the respective agency's power facilities, and

WHEREAS, the City has been requested to approve Amendment 3 of that contract which proposes certain administrative changes removing the Capital Improvement Project thresholds.

NOW, THEREFORE BE IT RESOLVED by the Shasta Lake City Council that it approves Amendment 3 of Contract 96-SNR-00110 and authorizes the Mayor of the City of Shasta Lake to execute the contract on behalf of the City.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2003, by the following vote:

AYES: FARR, HARTMAN, LINDSAY, LISAC, DURYEE

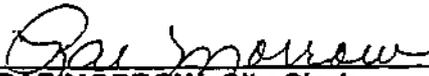
NOES:

ABSENT:



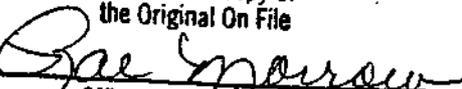
DEBRA DURYEE, Mayor

ATTEST:



RAE MORROW, City Clerk

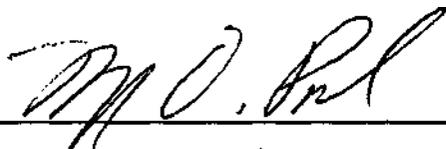
I Certify That This is a True
and Correct Copy of
the Original On File

By: 

Office of the City Clerk

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IN WITNESS WHEREOF, the Parties have caused this Amendment to the Primary Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

SONOMA COUNTY WATER AGENCY
By: 
Title: GENERAL MANAGER/CHIEF ENGINEER
Address: 2150 W. COLLEGE AVENUE
SANTA ROSA, CA 95401

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Resolution No. 98-0547
County Administration Bldg.
Santa Rosa, CA

Date: May 5, 1998

file: WCA-46-6.1-11/WAPA

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

ATTEST. MAY 06 1998

KEVIN LEWIS, County Clerk & ex-officio
Clerk of the Board of Directors of the
SONOMA COUNTY WATER AGENCY
[Signature]
CLERK

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY
WATER AGENCY AUTHORIZING THE GENERAL MANAGER/CHIEF
ENGINEER TO TAKE SPECIFIED ACTIONS IN CONNECTION WITH THE
ADMINISTRATION OF CONTRACTS BETWEEN THE AGENCY AND THE
WESTERN AREA POWER ADMINISTRATION

WHEREAS, the Agency and the Western Area Power Administration ("Western") have previously executed Western Area Power Administration Contract Nos. 92-SAO-20044 and 96-SNR-00110 in connection with an allocation by Western to the Agency of Federal power from the Central Valley Project of California; and

WHEREAS, Western has requested that the Agency execute a third contract providing for Agency payments to be made to third parties; and

WHEREAS, Western has also requested that the Agency amend Contract No. 96-SNR-00110 to delete a paragraph to make minor administrative changes which do not affect the substance of the contract and execute a letter agreement adjustment to Contract 92-SAO-20044; and

WHEREAS, amendments and certain other administrative actions including execution of new contracts with Western are required from time to time in connection with the Contracts between the Agency and Western; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Water Agency hereby finds, determines, and declares as follows:

1. All of the above recitals are true and correct.
2. The General Manager/Chief Engineer is authorized to execute the letter agreement adjustment to Contract 92-SAO-20044, the amendment to Contract 96-SNR.-00110, and the new contract with Western providing for third party utility payments.

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3. The General Manager/Chief Engineer is also authorized to execute amendments to any of the above identified contracts and to enter into additional contracts with Western, so long as he determines the contracts or amendments are (1) reasonably necessary to continue to benefit from purchases of power from Western, (2) do not extend beyond 2004, and (3) are in a form approved by County Counsel.

DIRECTORS:

CALE ___ HARBERSON ___ SMITH ___ REILLY ___ KELLEY ___

Ayes 5 Noes ___ Absent ___ Abstain ___

SO ORDERED.

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to the
2 Primary Agreement to be executed the day and year first above written. The signatories
3 hereto represent that they have been appropriately authorized to enter into this
4 Agreement on behalf of the Party for whom they sign.

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TRINITY PUBLIC UTILITIES DISTRICT

By: Richard A. Stith

Title: President, TPUD Board of Directors

Address: P.O. Box 1216

Weaverville, CA 96093

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IN WITNESS WHEREOF, the Parties have caused this Amendment to the Primary Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

TURLOCK IRRIGATION DISTRICT

By: *Funnel D. Neisel*

Title: Assistant General Manager, Energy Resources

Attest:

By: *Barbara A. Roberts*

Address: Turlock Irrigation District

Title: Secretary to the Board of Dir. 333 East Canal Drive, Turlock Ca 95380

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RESOLUTION NO. 98-1

RESOLUTION APPROVING AGREEMENT
FOR THE FUNDING OF OPERATION AND
MAINTENANCE FOR CENTRAL VALLEY
PROJECT POWER FACILITIES

BE IT RESOLVED by the Board of Directors of the Turlock Irrigation District that the "Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities," Contract No. 96-SNR-00110. between the United States Department of Energy Western Area Power Administration, United States Department of the Interior Bureau of Reclamation, and Central Valley Project customers is hereby approved, and the Assistant General Manager of Energy Resources is hereby authorized to execute and administer said agreement on behalf of the District.

Moved by Director Berryhill, seconded by Director Crowell, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes:	Directors Short, Berryhill, Crowell, Fiorini, Long
Noes:	Directors None
Absent:	Directors None

The President declared the resolution adopted.

I, Barbara A. Hetrick, Secretary of the Board of Directors of the TURLOCK IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 13th day of January, 1998.


Secretary of the Board of Directors
of the Turlock Irrigation District

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to the
 2 Primary Agreement be executed the day and year first above written. The signatories
 3 hereto represent that they have been appropriately authorized to enter into this
 4 Agreement on behalf of the Party for whom they sign.

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CITY OF UKIAH

By: *Darryl J. Barnes*

Title: *Mayor*

Attest:

By: *Marie Ylve*

Address: *500 Semway Avenue*

Title: *City Clerk*

Ukiah, California 95482

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THE WEST SIDE IRRIGATION DISTRICT

By: Jack Always

Title: President

Attest:

By: Buland Khermet

Address: 1320 Tracy Blvd., P.O. Box 177

Title: Secretary

Tracy, CA 95376

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Contract No. 96-SNR-00110
Amendment No. 3

**RESOLUTION BEFORE THE BOARD OF DIRECTORS
OF THE WEST SIDE IRRIGATION DISTRICT**

BE IT RSOLVED, by the Board of Directors of The West Side Irrigation
District:

The President of the Board of Directors is authorized, on behalf of The West Side
Irrigation District to execute this Amendment No. 3 to Western Area Power
Administration Contract No. 96-SNR-00110.

Adopted: May 14, 2003

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EAST BAY MUNICIPAL UTILITY DISTRICT

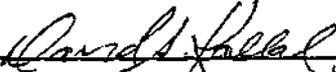
By: 

Title: Manager of Support Services

Address: 375 Eleventh St.

Oakland, CA 94607

Attest:

By: 

Title: Assistant Engineer

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Contract No. 96-SNR-00110
Amendment No. 2

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION
CENTRAL VALLEY PROJECT, CALIFORNIA

AND

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION

AND

CENTRAL VALLEY PROJECT
CUSTOMERS

AMENDMENT NO. 2 TO THE
AGREEMENT FOR THE FUNDING OF POWER OPERATION AND MAINTENANCE FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

Contract No. 96-SNR-00110
Amendment No. 2

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION
CENTRAL VALLEY PROJECT, CALIFORNIA
AND
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION
AND
CENTRAL VALLEY PROJECT
CUSTOMERS

AMENDMENT NO. 2 TO THE
AGREEMENT FOR THE FUNDING OF POWER OPERATION AND MAINTENANCE FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

Table of Contents

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4. TERM OF AMENDMENT	2
5. MODIFICATION TO SECTION 13 OF THE PRIMARY AGREEMENT.....	2
6. PRIMARY AGREEMENT TO REMAIN IN EFFECT.....	2

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA CUSTOMER SERVICE REGION
CENTRAL VALLEY PROJECT, CALIFORNIA

AND
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MID-PACIFIC REGION
AND
CENTRAL VALLEY PROJECT
CUSTOMERS

AMENDMENT NO. 2 TO THE
AGREEMENT FOR THE FUNDING OF POWER OPERATION AND MAINTENANCE FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

1. **PREAMBLE:** This Amendment to Contract No. 96-SNR-00110 (Primary Agreement) is made the 6th day of _____ April _____, 2001, between the UNITED STATES OF AMERICA (United States), acting by and through the Administrator, Western Area Power Administration (Western), Department of Energy, represented by the Regional Manager, Sierra Nevada Customer Service Region (SNR), the officer executing this Agreement, or a duly appointed successor, and (ii) acting by and through the Commissioner, Bureau of Reclamation (Reclamation), Department of the Interior, represented by the Regional Director, Mid-Pacific Region; and the Central Valley Project (CVP) preference power customers set forth in Exhibit A of the Primary Agreement.

2. **RECITALS:**

2.1 Western, Reclamation, and the CVP preference power customers entered into the Primary Agreement on November 12,1997.

1 2.2 The Parties have determined that [Section 13](#) of the Primary Agreement is
2 administratively burdensome and desires to modify it.

3
4 3. **AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

5
6 4. **TERM OF AMENDMENT:** This Amendment shall become effective upon execution
7 and shall remain in effect concurrently with the Primary Agreement.

8 5. **DEFINITION OF TERMS:** [Section 13](#) of the Primary Agreement is hereby deleted,
9 and the following substituted therefor:

10 "13. **SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the
11 benefit of and be binding upon the Parties hereto and their respective successors.
12 No Party shall assign its interest in this Agreement, in whole or in part, without
13 the prior written consent of the Governance Board. In no event, shall any Party
14 assign this Agreement to any Party that is not financially responsible or which
15 cannot perform its obligations pursuant to this Agreement, nor shall any Party
16 assign this Agreement on any terms at variance from those set forth in this
17 Agreement. No permitted assignment or transfer shall change the duties of the
18 Parties, or impair the chances of obtaining performance under this Agreement,
19 except to the extent set forth in such permitted assignment and approved in
20 writing by the Governance Board."

21
22 6. **PRIMARY AGREEMENT TO REMAIN IN EFFECT:** Except as expressly
23 modified by this Amendment, said Primary Agreement shall remain in full force and effect; and
24

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1 this Amendment shall be subject to all provisions of the Primary Agreement, except as herein
2 amended.

3
4 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed the
5 day and year first above written. The signatories hereto represent that they have been
6 appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign.

7
8 WESTERN AREA POWER ADMINISTRATION

9 By: Jerry W. Toebes

10 Title: Regional Manager

11 Address: 114 Parkshore Drive

12 Folsom, CA 95630-4710

13
14 BUREAU OF RECLAMATION

15 By: Louise F. Ploss

16 Title: ^{FOR} Regional Director

17 Address: Mid-Pacific Region

18 2800 Cottage Way

19 Sacramento, CA 95825

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1 IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the
2 day and year first above written. The signatories hereto represent that they have been
3 appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign.

4
5 EASTSIDE POWER AUTHORITY

6
7 By: 

8 Title: President

9 Address: 14181 Avenue 24

10 Delano, CA 93215

11 Attest:

12 By: 

13 Title: Manager

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1 IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the
2 day and year first above written. The signatories hereto represent that they have been
3 appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign.
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5 CITY OF GRIDLEY

6
7 By: Frank W. Corle

8 Attest:

Title: MAYOR

9 By: John W. Aleva

Address: 685 KENTUCKY ST.

10 Title: CITY CLERK

GRIDLEY, CA. 95948

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1 IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the
2 day and year first above written. The signatories hereto represent that they have been
3 appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign.
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5 CITY OF HEALDSBURG



6
7
8 By: *William Probst*
9 Title: *Electric Utility Director*
10 Address: *401 Grove St*
HEALDSBURG, CA 95448

Attest:

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By: *[Signature]*
Title: *City Clerk*

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1 IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the
2 day and year first above written. The signatories hereto represent that they have been
3 appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign.

4
5 CITY OF LOMPOC

6
7 By: F.L. Trone

8 Attest: Title: CITY ADMINISTRATOR

9 By: _____ Address: 100 CIVIC CENTER PLAZA

10 Title: _____ LOMPOC, CA 93438

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1 IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the
2 day and year first above written. The signatories hereto represent that they have been
3 appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign.
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5 CITY OF PALO ALTO

6
7 By: *J. H. Z. [Signature]*

8 Title: Director of Utilities

9 Address: 250 Hamilton Avenue

Palo Alto, CA 94301

8 Attest:

9 By: *Ruth Interiano*

10 Title: *Notary Public*



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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign.

CITY OF ROSEVILLE

By: Tom H. [Signature]

Title: Electric Utility Director

Attest: _____

By: _____

Address: _____

Title: _____

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign.

CITY OF SANTA CLARA
d.b.a. SILICON VALLEY POWER

By: Jennifer Spaccino
Title: CITY MANAGER

Attest:

By: J E Boccyca
Title: City Clerk

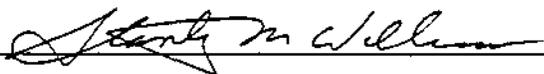
Address: 1500 WARBURTON AVENUE
SANTA CLARA, CA 95050

APPROVED AS TO FORM
[Signature]
ASSISTANT CITY ATTORNEY

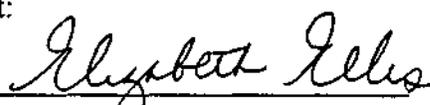
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1 IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the
2 day and year first above written. The signatories hereto represent that they have been
3 appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign.

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5 SANTA CLARA VALLEY WATER DISTRICT

6
7 By: 

8 Title: CEO/GENERAL MANAGER

8 Attest:
9 By: 

Address: 5750 ALMADEN EXPY, SAN JOSE

10 Title: DEPUTY
CLERK/BOARD OF DIRECTORS

CA 95118

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1 IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the
2 day and year first above written. The signatories hereto represent that they have been
3 appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign.

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5 TRINITY PUBLIC UTILITIES DISTRICT

6
7 By: 

8 Title: General Manager

9 Address: P.O. Box 1216

10 Weaverville, CA 96093

8 Attest:

9 By: 

10 Title: Administrative Assistant

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RESOLUTION NO.97-25

APPROVING AN AGREEMENT
BETWEEN THE-CENTRAL VALLEY PROJECT CUSTOMERS, THE UNITED STATES
DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION SIERRA
NEVADA CUSTOMER SERVICE REGION CENTRAL VALLEY PROJECT,
CALIFORNIA AND THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION MID-PACIFIC REGION, AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville is a member organization of the Central Valley
Project Customers; and

WHEREAS, an agreement for funding of operation and maintenance for Central Valley
Project Power Facilities, between Central Valley Project Customers , the United States
Department of Energy Western Area Power Administration Sierra Nevada Customer Service
Region Central Valley Project, California, and the United States Department of the Interior
Bureau of Reclamation Mid-Pacific Region, has been reviewed by the Council;

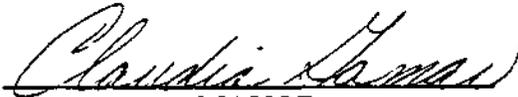
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement (Contract No. 96-SNR-00110) is approved and that the City Manager is
authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 5th day of
February, 1997, by the following vote on roll call:

AYES COUNCIL MEMBERS: Mel Hanel, Harry Crabb, Pauline Roccucci, Randy Graham, Claudia Garrn

NOES COUNCILMEMBERS: None

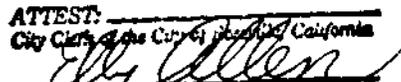
ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the
original on file in this office.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

AUTHENTICATED COPY

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

Sacramento Municipal Utility District

By: *Jan Wilson*

Title: General Manager

Attest:

By: *Donald Apple*
General Counsel and Secretary

Address P.O. Box 15830, M.S. B408

Title: to the Board of Directors

Sacramento, CA 95852-1830

Approved as to form *Kelie DeDunnor*

AUTHENTICATED COPY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

City of Santa Clara

By: Jennifer Sparacino

Title: City Manager

Address: 1500 Warburton Avenue

Santa Clara, CA 95050

Attest:

By: Bernadette Pulson

Title: City Clerk

APPROVED AS TO FORM
Ronald [Signature]
ASSISTANT CITY ATTORNEY

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

City of Shasta Lake

By: 

Title: Mayor

Attest:

By: Gae Morrow

Address: P.O. Box 777

Title: City Clerk

Shasta Lake, Ca. 96079

RESOLUTION NO. CC97- 21 _

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHASTA LAKE AUTHORIZING EXECUTION OF AN AGREEMENT WITH WESTERN AREA POWER ADMINISTRATION AND THE BUREAU OF RECLAMATION TO FUND A PORTION OF THE OPERATION AND MAINTENANCE OF THE CVP POWER FACILITIES.

WHEREAS, the City Council of the City of Shasta Lake has entered into contracts with the United States Department of Energy, Western Area Power Administration, for electrical power and related services, and

WHEREAS, the City of Shasta Lake is a preference power customer served by the Central Valley Project, and

WHEREAS, the preference power customers would like to fund a portion of the Central Valley Project power facilities operation and maintenance to ensure reliability, and

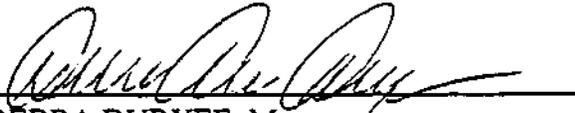
WHEREAS, the City of Shasta Lake will benefit by this proposal,

NOW, THEREFORE, BE IT RESOLVED as follows:

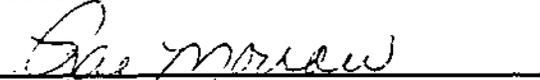
The Mayor of the City of Shasta Lake is authorized to execute the Agreement (Contract No. 96-SNR-00110) with the United States Department of Energy, Western Power Administration, and United States Department of Interior, Bureau of Reclamation, for the funding of operation and maintenance for Central Valley Project Power Facilities.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 1997, by the following vote:

AYES: Chipley, Frank, Siner, Duryee
NOES: None
ABSENT: None


DEBRA DURYEE, Mayor

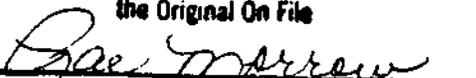
ATTEST:

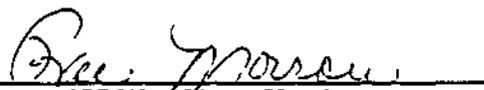

RAE MORROW, City Clerk

I HEREBY CERTIFY that the foregoing Resolution was introduced and read at a regular meeting of the City Council of the City of Shasta Lake on the 4th day of February, 1997.

EXECUTED this 5th day of February, 1997, at Shasta Lake, California.

I Certify That This is a True
and Correct Copy of
the Original On File

By: 
Office of the City Clerk


RAE MORROW, City Clerk

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

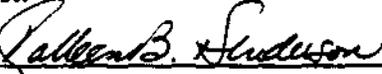
(Seal)

City of Ukiah

By: 

Title: Mayor

Attest:

By: 

Address: 300 Seminary Avenue
Ukiah, California 95482

Title: City Clerk

AUTHENTICATED COPY

Contract No. 96-SNR-00110

Signature Pages

for

Customer Group (b)

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(Seal)

U.S. Department of the Air Force

By: William G. Selan

Attest:

Title: Director of Technical Support

By: _____

Address: HQ AFCESA/CES, 139 Barnes Drive

Title: _____

Ste 1, Tyndall AFB FL 32403-5319

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(Seal)

Bay Area Rapid Transit District

By: *T E Margen*
Title: General Manager

Attest:
By: *Carol Adams*
Title: *Asst. Dist. Secy*

Address: _____

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(Seal)

California State University, Sacramento
Associated Students, Inc.

By: 

Attest:

Title: Director ASI

By: _____

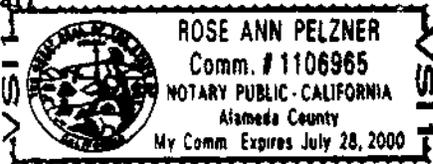
Address: 6000 J St.

Title: _____

Sac. CA 95819

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)



U.S. Department of Energy
on behalf of the
Lawrence Berkeley National Laboratory

By: W. Clark

Title: Contracting Officer

Address: 1301 Clay Street; Suite N700

Oakland, CA 94612-5208

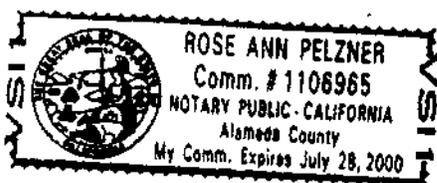
Attest:

By: Rose Ann Pelzner

Title: Notary Public

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)



U.S. Department of Energy
on behalf of the
Lawrence Livermore National Laboratory / Site 300

By: WRClear

Title: Contracting Officer

Address: 1301 Clay Street; Suite N700
Oakland, CA 94612-5208

Attest:

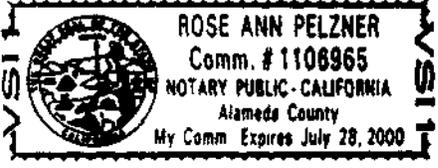
By: Rose Ann Pelzner

Title: Notary Public

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(Seal)



U.S. Department of Energy
on behalf of the
Stanford Linear Accelerator Center

By: mccarl

Title: Contracting Officer

Address: 1301 Clay Street; Suite N700
 Oakland, CA 94612-5208

Attest:

By: Rose Ann Pelzner

Title: Notary Public

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

National Aeronautics and Space Administration
Ames Research Center

By: H. McDonald

Attest:

Title: Dr. Henry McDonald, Director

By: Warren F. Ahtye

Address: MS: 200-1, NASA Ames Research Center, Moffett Field, CA 94035-1000

Title: Warren F. Ahtye
Chief Engineer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

Moffett Federal Airfield
National Aeronautics and Space Administration
Ames Research Center

By: W. E. Berry for Dr. Henry McDonald

Attest: Steve A. Frankel
Steve A. Frankel

Title: Director, Ames Research Center

By: _____

Address: Mail Stop 200-1

Title: Plant Engineering Branch

Moffett Field, CA 94035-1000

Contract No. 96-SNR-00110

Signature Pages

for

Customer Group (c)

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

Arvin-Edison Water Storage District

By: Stue Collins

Attest:

Title: Engineer-Manager

By: [Signature]

Address: 20401 Bear Mt. Blvd. P.O. Box 175

Title: Staff Engineer

Arvin, CA 93203-0175

AUTHENTICATED COPY

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

Banta-Carbona Irrigation District

By: James McLeod

Title: President

Attest:

By: Virginia Khedson

Address: P.O. Box 299

Title: Board Secretary

Tracy, CA 95378

RESOLUTION NO. _____

BE IT RESOLVED BY THE Board of Directors OF

Banta-Carbona Irrigation District:

The President _____ is authorized, on behalf of
Banta-Carbona Irrigation District _____ to execute this Agreement with the Western
Area Power Administration entitled Contract No. 96-SNR-00110.

Adopted: Sept. 17, 1997

AUTHENTICATED COPY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

Byron-Bethany Irrigation District

By: *[Signature]*

Title: General Manager

Address: PO Box 160

Byron, CA 94514

Attest: *Betty Compilli*
By: Betty Compilli

Title: Office Manager

RESOLUTION NO. 1997-9

AGREEMENT FOR THE FUNDING OF
OPERATION AND MAINTENANCE FOR
CENTRAL VALLEY PROJECT POWER FACILITIES

BE IT RESOLVED by the Board of Directors of the BYRON BETHANY IRRIGATION DISTRICT that the General Manager is authorized on behalf of the BYRON BETHANY IRRIGATION DISTRICT to execute the attached Agreement with the Western Area Power Administration, entitled Contract No. 96-SNR-00110, for the purpose of assisting Central Valley Project customers with the Funding of Operation and Maintenance activities of Central Valley Project Power Facilities.

PASSED AND ADOPTED at a Regular Board Meeting of the Board of Directors of the BYRON BETHANY IRRIGATION DISTRICT this 10th day of June, 1997 by the following vote:

AYES: Gilbert, Tennant, Maggiore, Spatafore Jr.
NOES:
ABSENT:



President of the Board of Directors
of Byron Bethany Irrigation District

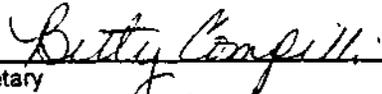
ATTEST:

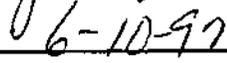


Secretary of the Board of Directors
of Byron Bethany Irrigation District

SECRETARY'S CERTIFICATION

I, Betty Compilli, Secretary of the Board of Directors of the Byron Bethany Irrigation District do hereby certify that the foregoing Resolution is a true and correct copy entered into the Minutes of the Regular Board Meeting of June 10, 1997, at which a quorum was present, and that there has been no motion to amend or rescind the above Resolution.



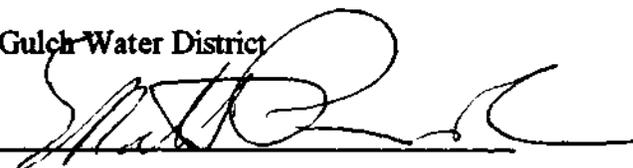
Secretary


Date

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

Rag Gulch Water District

By: 

Title: PRESIDENT

Attest:

By: _____

Address: 1820-21ST ST

Title: _____

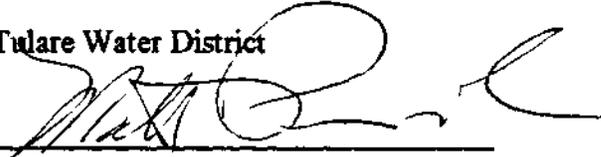
BAKERSFIELD, CA 93301

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

Kern-Tulare Water District

By:  _____

Attest:

Title: PRESIDENT

By: _____

Address: 1820-21ST ST

Title: _____

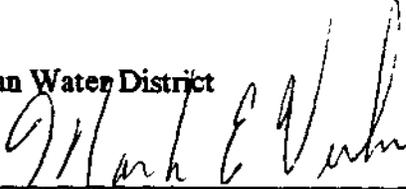
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

San Juan Water District

By: 
Mark E. Verke
Title: President

Attest:

By: _____
Donna L. Lohrey
Title: Board Secretary

Address: P. O. Box 2157
Granite Bay, CA 95746

SECRETARY'S CERTIFICATE

I, Donna L. Lohrey, Secretary to the Board of Directors of San Juan Water District, do hereby certify that the foregoing is a full, true and correct copy of Resolution/Ordinance No. 97-10 duty adopted at the regular meeting place thereof on the 22nd day of January, 1997 of which meeting all the members of said Board had due notice and at which a majority thereof were present that at said meeting said resolution/ordinance was thereupon, upon motion off Director Kilgore, seconded by Director K. Miller, passed by the following vote:

AYES:	DIRECTORS	VERKE, KILGORE, K. MILLER, G. MILLER, COSTA
NOES:	DIRECTOR	NONE
ABSENT:	DIRECTOR	NONE

That I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution/ordinance is a full, true and correct copy of the original resolution/ordinance adopted at said meeting and entered into said minutes. That said resolution/ordinance has not been amended, modified, or rescinded since that date of its adoption and the same is now in full force and effect.

WITNESS my hand and the Seal of SAN JUAN WATER DISTRICT this 28th day of January, 1997.

SEAL

Donna L. Lohrey
SECRETARY OF THE BOARD OF DIRECTORS
OF SAN JUAN WATER DISTRICT

AUTHENTICATED COPY

SAN JUAN WATER DISTRICT

RESOLUTION NO. 97-10

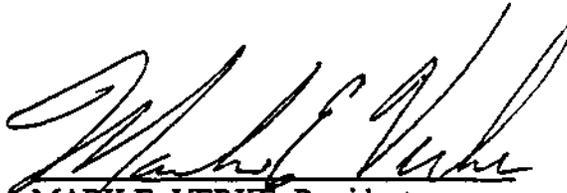
Upon motion of Director Kilgore, seconded by Director K. Miller, the following resolution is adopted:

BE IT RESOLVED the Board of Directors of San Juan Water District hereby approves Agreement No. 96-SNR-00110, which provides for Central Valley Project preference power customers to fund a portion of Western Area Power Administration and Bureau of Reclamation's agencies operation and maintenance of the Central Valley Project power facilities, copy of agreement attached and hereby made a part of this resolution.

BE IT FURTHER RESOLVED the President of the Board of Directors, Mark E. Verke, is hereby authorized to sign said letter of agreement.

PASSED AND ADOPTED this 22nd day of January, 1997, by the following vote:

AYES: VERKE, KILGORE, K. MILLER, G. MILLER, COSTA
NOES: NONE
ABSENT: NONE



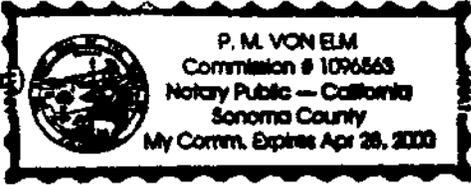
MARK E. VERKE, President
Board of Directors of San Juan Water

ATTEST:


DONNA L. LOHREY, Secretary

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.



(Seal)

Sonoma County Water Agency

By: [Signature]

Title: General Manager

Address: 2150 W College Ave
Santa Rosa, Ca 95401

Attest:

By: [Signature]

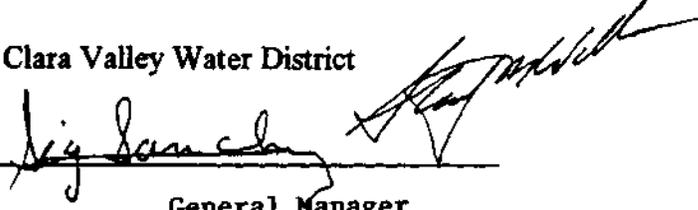
Title: NOTARY PUBLIC

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

Santa Clara Valley Water District

By: 

Title: General Manager

Attest:
By: 

Address: 5750 Almaden Expressway

Title: Clerk/Board of Directors

San Jose, Ca 95118

Contract No. 96-SNR-00110

Signature Pages

for

Customer Group (d)

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(Seal)

Calaveras Public Power Agency

By: *Ray L. Goffe*

Title: Chairman, Board of Directors

Attest:

By: *Dennis Dickman*

Address: Government Center

Title: Secretary

San Andreas, CA 95249

BOARD OF DIRECTORS
CALAVERAS PUBLIC POWER AGENCY (CPPA)
STATE OF CALIFORNIA

January 28, 1997

RESOLUTION NO. 97-1 RESOLUTION APPROVING AGREEMENT FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR CENTRAL VALLEY PROJECT POWER FACILITIES WITH THE WESTERN AREA POWER ADMINISTRATION AND BUREAU OF RECLAMATION

WHEREAS, to properly maintain the Central Valley Project (CVP) power facilities and avoid deferred maintenance, the Western Area Power Administration and the Bureau of Reclamation have developed a program whereby power customers assist in the funding of operation and maintenance activities.

NOW, THEREFORE, BE IT RESOLVED, that the attached Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities is hereby approved.

LET IT FURTHER BE RESOLVED, that the Chairman is authorized to sign the Agreement, with the exception of Exhibit C, on behalf of CPPA.

ON A MOTION by Director Henry Petrino, seconded by Director Gary McGeorge, the foregoing Resolution was duly passed and adopted by the Board of Directors of the Calaveras Public Power Agency, this 28th day of January, 1997, by the following vote:

AYES: Petrino, McGeorge, Hosford, Goffe, Callaway, Weinkle and Shearer

NOES: None ABSENT: None ABSTAIN None


Gary Goffe, Chairman

Board of Directors


Dennis Dickman

Ex-Officio Secretary

to the Board of Directors

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

(Seal)

Trinity County Public Utilities District

By: *Richard L. Adkins*

Title: President - Board of Directors

Attest:

By: *Richard L. Moran*

Address: P.O. Box 1216

Title: Clerk - Board of Directors

Weaverville, CA 96093

AUTHENTICATED COPY

TRINITY COUNTY PUBLIC UTILITIES DISTRICT

RESOLUTION 97-01

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TRINITY COUNTY PUBLIC UTILITIES
DISTRICT ADOPTING
AGREEMENT WITH FEDERAL GOVERNMENT FOR FUNDING O & M FOR THE
CVP POWER FACILITIES

WHEREAS, it is the desire of the Board to adopt Contract No. 96-SNR-00110, which is an Agreement with the Federal Government for funding O&M on CVP power facilities;

and,

WHEREAS, it is the desire of the Board to approve an initial funding level pursuant to Column 2 of Exhibit C of said Contract;

and,

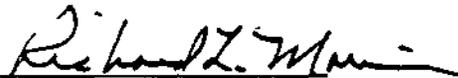
WHEREAS, it is the desire of the Board to authorize the General Manager to act as the District's Designated Contact and Designated Representative pursuant to [sections 7.5](#) and [7.6](#) of said Contract;

NOW, THEREFORE, be it resolved that the Trinity County Public Utilities District Board of Directors adopts attached Contract No. 96-SNR-00110, authorizes the President to sign the Agreement documents, approves an initial funding level pursuant to Column 2 of Exhibit C of said Contract, and authorizes the General Manager to act as the District's Designated Contact and Designated Representative pursuant to [sections 7.5](#) and [7.6](#) of said Contract.

Passed and adopted by the Board of Directors of the Trinity County Public Utilities District at a regular meeting held January 9, 1997, by the following vote:

Ayes: Richard Adkins, Rose Owens, Richard Stiliha, Robert Winkler
Noes: None
Absent: **Richard Morris (arrived after vote)**
Abstain: None


Richard Adkins, President

Attest: 
Richard Morris, Clerk

Approved as to Form: 
Derrick W. Biske, Attorney

CLERK'S CERTIFICATE

I, Richard Morris, Clerk of the Trinity County Public Utilities District, hereby certify that the foregoing is a full and correct copy of Resolution 97-01, duly adopted at a regular meeting of the Board of Directors of said District, duly held at the regular meeting place thereof on January 9, 1997, at which all of the members of the Board of Directors had due notice and at which a majority thereof were present; and that at said meeting, said Resolution was adopted by the following vote:

AYES: Richard Adkins, Rose Owens, Richard Stiliha, Robert Winkler

NOES: None

ABSENT: Richard Morris (arrived after vote)

ABSTAIN: None

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing Resolution is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes; and that said Resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is in full force and effect.

Witness my hand at the Trinity County Public Utilities District, this 15th day of January, 1997.


Richard Morris,
Clerk of the Trinity County
Public Utilities District

*An Overview of
the Agreement for Funding
Operation and Maintenance for
Central Valley Project Power Facilities*

*Presentation by RMI
to
The City of Santa Clara*

Purpose of the Agreement

- > Establishes an adequate and reliable source of funding for Bureau of Reclamation and Western Area Power Administration's (Agencies) O&M activities for CVP power facilities.
 - > Removes CVP O&M activities from appropriations process
 - > Western customers commit to minimum funding levels for CVP O&M activities four years out from the current fiscal year

Agreement Outline

- > Establishes a Governance Board
- > Agencies develop preliminary O&M Work Plans, including funding requirements
- > Customers establish funding Contributions
- > Governance Board finalizes Customer O&M Funding Plans
- > Establish an Escrow Account

3

Governance Board

- > Established 60 days following effective date of Agreement
- > Composed of 12 members
- > 12 members include:
 - > Municipal/Public Utility District/Rural Cooperatives - 6 members
 - > Federal/state/other - 2 members
 - > Water and/or Irrigation Districts - 1 member
 - > First Preference Customers - 1 member
 - > 1 Bureau of Reclamation
 - > 1 Western

4

Functions of the Governance Board

- > Review, modify, and approve the Agencies' O&M Work Plans
- > Approval requires the affirmative vote of Agencies, and 2/3 of the Customer Governance Board members present
- > Establishes general O&M objectives, exclusive of purchase power
- > Establish recommended level of Customer Contributions

5

O&M Activities

- > Agencies' annual projections of O&M activities pertaining to the safe, economic, reliable, and environmentally acceptable operation of the CVP power facilities
- > O&M activities include:
 - > Marketing
 - > Rates
 - > Studies
 - > Billing
 - > Energy Services

6

O&M Work Plans

- > For each O&M activity, the Work Plan should specify
 - > Priority
 - > Costs
 - > Benefits
 - > Impacts of various alternatives

7

O&M Funding Plans

- > Based on O&M Work Plans and Customer Contributions, the Governance Board reviews, revises, and finalizes O&M Funding Plans
- > Specifies the Contribution available for expenditure by each Agency by Sept. 1st, three years prior to the FY under consideration

8

Customer Contributions

- > Guidelines for determining Customer funding level:
 - > Fair Share Funding Level = Individual Customer Power Entitlement/Total Power Entitlement X Proposed Customer O&M Funding Plan level
 - > Maximum Contribution = Customer Contribution may not exceed Western's ability to credit Customer's annual Contribution
 - > Final customer contributions determined September 1- three years prior to the fiscal year under consideration

9

Financial Management

- > Western bills all Contributions
- > Billing Contributions begin in August immediately prior to the FY
- > Customer monthly power bill credits = previous months' Contribution
- > Establish an Escrow Account
- > Establish an Exigency Account

10

Escrow Account

- > Establish an Escrow Account reserve
 - > Approximately 25% of the greater of the current or the next FY Customer O&M Funding Plan
- > Interest credited to each Customer proportionate to the annual Customer Contribution
- > End-of-the-year Escrow Account Reconciliation = Refund or carry-over

11

Agreement Termination

- > Participation may be terminated upon 90 days advance notice
- > Commitment for funding remains until the items for which the commitment was made are completed
- > If Customer terminates its power contract with Western:
 - > Refunded Escrow Account funds
 - > Power contract termination date = No longer committed to fund activities

12

Advantages for City of Santa Clara

- > Participation encourages the efficient management of O&M activities by providing a reliable source of funding
- > Opportunity to serve on the Governing Board and have some voice in proposed O&M Programs and their associated costs
- > No perceived substantial cost increase for Santa Clara - O&M expenses are annual expenses paid before investment, whether or not these costs are covered by appropriations or customer advances

13

Disadvantages for City of Santa Clara

- > Santa Clara is not assured a seat on the Governing Board
- > Possibility of being "railroaded" by other Customers by virtue of the voting procedures into programs for which Santa Clara receives no benefit
- > Small potential for increase in costs due to Agreement administration, Governance Board costs, reporting costs, and other administrative costs

14

Recommendations

- > A valuable opportunity for Santa Clara to participate in the Agencies' O&M Programs and encourage cost-effective programs which would be beneficial to Santa Clara
- > Unlikely that participation in the Agreement would result in a cost increase for Santa Clara
- > Option to terminate participation if Santa Clara does not want to continue
- > Recommended that Santa Clara participate in the Agreement

Meeting Date: 6/20/00

AGENDA REPORT

Agenda Item # 7B.2

- Council
- Agency
- SOSA

File

City of Santa Clara, California



APPROVED BY COUNCIL
6/20/00

Date: May 26, 2000
To: CITY MANAGER FOR COUNCIL ACTION
From: JAMES H. POPE, Director of Electric Utility
Subject: Approval of Amendments and Revisions to Western Area Power Administration and Bureau of Reclamation Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities

EXECUTIVE SUMMARY:

On September 16, 1997 Council approved Contract 96-SNR-00110 (Agreement) that Western Area Power Administration developed in conjunction with Bureau of Reclamation (Reclamation) and several of Western's customers for Funding of Operation and Maintenance for Central Valley Project Power Facilities. The Agreement became effective November 12, 1997.

Amendment No.1 to the Agreement will remove General Power Contract Provision (GPCP) Article 37.2 from [Section 16](#) of the Agreement. GPCP Article 37.2 requires that any successor to the General Power Contract (GPC) will be subject to "all" the provisions and conditions of the GPC, not just the Articles delineated in [Section 16](#) of the Agreement. The Section 16 list of GPCP Articles are attached and made part of the Agreement.

Amendment No.2 to the Contract will modify [Section 13](#) of the Agreement to allow the Governance Board to approve assignment or transfer of interest in the Agreement to another party. The Agreement exhibits are normally revised on an annual basis.

The [Exhibit A](#) revision updates the list of signatories to the Agreement and [Exhibit B](#) revision updates the list of contributing customers. The Exhibit C revision updates the prorated Individual Customer Commitment and Contribution for the fiscal year four years from the current fiscal year. [Exhibit C Revision 3](#) will be for fiscal year 2003 funding levels approved by the CVP O&M Governance Board on 4/12/00. These revisions are non-substantive and administrative in nature.

ADVANTAGES & DISADVANTAGES OF ISSUE:

The advantage of Amendment No. 1 is that by removing GPCP Article 37.2 from the Agreement the City will be allowed to assign it's prorated rights and it's successor will not be subject to all the provisions and conditions of the GPCP. The advantage of Amendment No.2 is that it allows individual customers to reassign their prorated portions of the overall Agreement with approval of the CVP O&M Governance Board and not all entities which have signed the Agreement. The disadvantage is that Santa Clara will lose complete control over this process and will have to appeal to the Governance Board in those instances where it might object to a reassignment. The advantages and disadvantages of [Exhibit C](#) funding were explained at the time the Agreement was approved by Council.

ECONOMIC/FISCAL IMPACT:

There are no additional funding requirements for [Amendment No.2. Exhibit C revision 3](#) commits Santa Clara to a minimum funding level for O&M activities four years out from the current fiscal year. Council will approve actual funding for this commitment via the fiscal year 2003 budgetary process. Participation may be terminated upon a 90-day notice, and commitments to fund can not extend beyond a termination of the contract with Western.

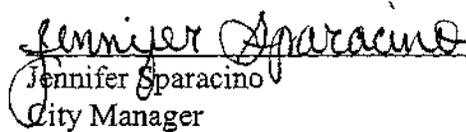
STAFF RECOMMENDATION:

The Council approve and authorize the City Manager or her designee to execute the following amendments and revisions to the Western Area Power Administration and Bureau of Reclamation Contract 96-SNR-00110: Amendment No. 1 which deletes General Power Contract Provision Article 37.2 from Section 16 requiring that any successor to the General Power Contract will be subject to "all" provisions and conditions; Amendment No. 2 which allows the Central Valley Project Operation and Maintenance Governance Board to approve assignment or transfer of interest in the Contract to another party, and any future non-substantive revisions or amendments which are administrative in nature.



James H. Pope
Director of Electric Utility

Approved:



Jennifer Sparacino
City Manager

Attachment

December 13, 1996

Mr. E. Wilson Director of
Electric Utility City of
Santa Clara Electric
Department 1500
Warburton Avenue Santa
Clara, CA 95050

Dear Mr. Wilson:

A tremendous effort has been put forth over the past several months by a team of customers, the Bureau of Reclamation and the Western Area Power Administration culminating in an Agreement which provides for Central Valley Project preference power customers to fund a portion of Western's and Reclamation's (Agencies) operation and maintenance of the CVP power facilities. Enclosed is an original copy of the Agreement, No. 96-SNR-00110, among Western, Reclamation and the CVP preference customers, three signature pages for the Agreement, and three copies of Exhibit C to the Agreement.

We would like to thank the customers and their representatives who participated in the negotiations or gave us comments on the draft documents. We attempted to accommodate all concerns. We request you sign the Agreement so you can participate in the selection of the customer representative on the governance board for your customer group and for you to participate in the O&M Program, whereby customers provide contributions and input concerning the Agencies O&M work plans. Signing the Agreement does not commit you to make contributions; however, we hope that each customer will be willing to contribute funding by signing Exhibit C to insure that all customers share equally in the funding and to insure the long-term viability of the CVP power resources.

In order to form the governance board and begin the process for establishing funding, it is important that customers sign the Agreement and Exhibit C, as appropriate, and return them to Western by February 14, 1997. Also, most customers must be Contributors to qualify to be elected as a member of the Governance Board, as defined in [Section 5.4](#) of the Agreement prior to an election. To meet the qualifications of a Contributor, a 1/12 contribution commitment is required as specified in Column 2 of Exhibit C. If you enter that amount or a greater amount in Column 3 of Exhibit C and you sign the Exhibit, you will meet the qualification of a Contributor. The initial elections will take place prior to the first governance board meeting, which is scheduled to take place within 90 days after the Agencies execute the Agreement.

If the terms of the Agreement are acceptable, please: 1) sign and date all three signature pages of the agreement, have the signatures attested, and apply the appropriate seal; 2) sign Exhibit C and enter the amount you agree to commit in Section 3, Column 3, of Exhibit C; and 3) include the information for your designated contact and designated representative as required by Sections 7.5 and 7.6 of the Agreement. Please return all originals to Sandee Peebles, N6213, at this office. The Agreement will be executed by the Agencies after 50 percent of the customers have signed the Agreement and the Agencies determine there are enough contributors to form the Governance Board.

Upon signature by Western and Reclamation, an executed original will be sent to you for your records along with a completed copy of Exhibits A and B containing the appropriate customer information.

If you have any questions, please contact Vicki Page at (916) 353-4561.

Sincerely,


James C. Feider
Regional Manager
Western Area Power Administration
Sierra Nevada Region


Roger K. Patterson
Regional Director
Bureau of Reclamation
Mid-Pacific Region

3 Enclosures
1 Original Agreement
3 Agreement Signature pages
3 Exhibit C

THE CITY OF SANTA CLARA CALIFORNIA

ELECTRIC DEPARTMENT
CITY HALL
1500 WARBURTON AVE
SANTA CLARA CA 95050
(408) 964-3161
FAX (408) 241-8291

March 4, 1998

Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, CA 95630-4710

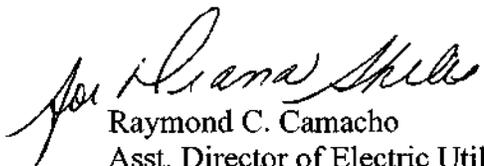
Subject: Designated Representative in accordance with Contract No. 96-SNR-00110, Section 7.6

Dear Vicki:

Pursuant to Section 7.6 of Contract 96-SNR-00110, I authorize William J. Reichmann to vote on my behalf in all election and percentage votes.

If you have any questions, please feel free to contact me at 408-261-5225.

Sincerely,

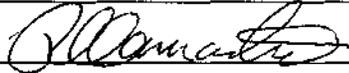


Raymond C. Camacho
Asst. Director of Electric Utility

cc: W. Reichmann

**CERTIFIED SIGNATURES FOR THE
CUSTOMER FUNDING PROJECT RELATING TO THE CENTRAL VALLEY PROJECT**

We, the undersigned, James C. Feider, Chairman of the Governance Board and Vicki Page, Secretary of the Governance Board, of the Customer Funding Project relating to the Central Valley Project, DO HEREBY CERTIFY that the below named are the designated voting members of the Governance Board and that the signatures below set opposite their names are their genuine signatures:

<u>Name</u>	<u>Representing</u>	<u>Specimen Signature</u>
Mr. Don Battles	Lassen Municipal Utility District	_____
Mr. Girish Balachandra	City of Palo Alto	_____
Mr. James C. Feider	City of Redding	_____
Mr. Tom Habashi	City of Roseville	_____
Mr. Rick Minter	Sacramento Municipal Utility District	_____
Mr. Ray Camacho	City of Santa Clara	
Mr. Jay G. Evans	Bay Area Rapid Transit District	_____
Mr. Mark R. Clark	DOE (LLL, LBL, Site 300, Stanford)	_____
Mr. Stuary Robertson	Arvin-Edison Water Storage District	_____
Mr. Rick Coleman	Trinity Public Utilities District	_____
Mr. Lowell Ploss	U.S. Bureau of Reclamation	_____
Mr. Tom Boyko	Western Area Power Administration	_____

Signed this _____ day of _____, 1999.

Name: James C. Feider
Title: Chairman of Governance Board

Name: Vicki Page
Title: Secretary



August 31, 1998

Giving you the power
to change the world

Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, CA 95630-4710

Subject: Designated Representative in accordance with Contract No.
96-SNR-00110, Section 7.6

Dear Vicki:

Pursuant to Section 7.6 of Contract 96-SNR-00110, I authorize Brian Griess from Resource Management Inc., to vote on my behalf in all election and percentage votes.

If you have any questions, please feel free to contact me at 408-261-5225.

Sincerely,

For Raymond C. Camacho
Asst. Director of Electric Utility

cc: B. Griess, RMI

1500 Warburton Ave
Santa Clara CA 95050
Ph (408) 261-5292
Fax (408) 249-0217

H:\Data\Word\DIANA\Admin\governanceboard\altemategriess.doc



Meeting Date: 9-16-97

AGENDA REPORT

Agenda Item # 18.F

- Council
- Agency
- SOSA

City of Santa Clara, California



Date: September 11, 1997

APPROVED BY COUNCIL
 Date: 9-16-97

To: City Manager for Council Action

From: James H. Pope, Director of Electric Utility

Subject: Central Valley Project - Operations & Maintenance Funding Agreement

EXECUTIVE SUMMARY :

For many years the City of Santa Clara has benefited from the federal power generated at the hydroelectric facilities of the Central Valley Project (CVP). Our reliance on this resource continues today; more than a quarter of our energy needs are supplied by the Western Area Power Administration (Western), the marketer of CVP power. Today this power costs an average of 2.4 cents per kilowatt-hour. Starting in October, the price of CVP power will drop to 2.0 cents per kilowatt-hour. These are favorable prices and the CVP resource is versatile and valuable.

In late 1995, Western and the U.S. Bureau of Reclamation approached the federal power customers including Santa Clara, and expressed concerns about the federal government's ability and willingness to adequately fund the operation and maintenance needs of the Central Valley Project facilities. Perennial cuts in funding for CVP O&M and projects in other regions constitute a threat to the viability of a system from which we derive substantial benefits. The staffs of Western and the Bureau proposed that federal power customers voluntarily contribute funds for CVP O&M, thereby reducing or eliminating the risks associated with securing federal appropriations for the necessary O&M work. The amounts contributed would be equal to the amounts normally sought by Western via appropriations and included in power rates; thus, the power customers should be economically indifferent. In fact we would be better-off because of the higher likelihood that needed work would be done.

The subject agreement establishes a Governance Board which: 1) Reviews and finalizes Western's and the Bureau's O&M Work Plans (which later, upon Congressional and Presidential approvals, becomes the Budget), and 2) Establishes the customers' O&M Funding Plans and an escrow account from which funds are disbursed for O&M activities. The Governance Board is composed of 12 members, including 6 from municipals and other public entities, 2 from a federal/ state category, 1 from the Irrigation Districts, 1 from the counties of origin (counties in which CVP facilities are located), and 1 each from Western and the Bureau. Board approval requires the votes of both Western and the Bureau and two-thirds of the customer representatives.

Western customers would commit to minimum funding levels for O&M activities four years out from the current fiscal year. Participation may be terminated upon a 90-day notice, and commitments to fund can not extend beyond a termination of the power contract with Western.

ADVANTAGES/ DISADVANTAGES:

The advantages of this agreement are: 1) It establishes a reliable source of funding for CVP O&M needs, and may help prevent costly failures of equipment, 2) It gives us access to CVP O&M work plans for the first time, and 4 years in advance of performance of the work, and 3) It allows us to be involved in O&M decision-making, providing market signals to Western and the Bureau which they would not otherwise have.

Some possible disadvantages are: 1) Santa Clara is not assured a seat on the Governing Board, 2) Actions of the Board may involve us in programs we would not pursue on our own, and 3) There will be an added administrative burden to participate in the Board's activities.

ECONOMIC/FISCAL IMPACT:

The agreement calls for essentially the same payments as would be made to Western for purchased power without the agreement. The appropriation for these payments is included in the 1997-1998 budget for Electric Purchased Power. The maximum payment under this agreement in FY 97-98 is \$1,200,000.00. The additional staff costs for administration are not anticipated to be significant and are appropriated in the Electric Department salary accounts.

RECOMMENDATION:

That the council approve and authorize the City Manager or her designee to execute the Agreement for Funding Operation and Maintenance for Central Valley Project Power Facilities between the City and The United States Department of Energy, Western Area Power Administration, United States Department of the Interior and Bureau of Reclamation through December 31, 2004.

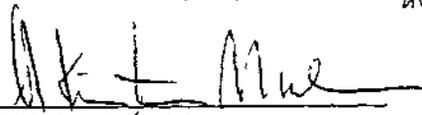
Certified as to Availability of funds:

091-1301-8788 \$1,200,000.00

*OK
AMW*

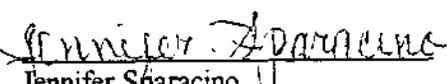


James H. Pope
Director of Electric Utility



A. Kristin Machnick
Director of Finance

APPROVED BY:



Jennifer Sparacino
City Manager

1 CONTRACT AMENDMENT TO THE AGREEMENT FOR THE FUNDING OF OPERATION
2 AND MAINTENANCE FOR CENTRAL VALLEY PROJECT POWER FACILITIES

3 1. This Contract Amendment No. 1, to be effective under and as a part of Contract
4 No. 96-SNR-00110 (Primary Contract or Agreement), shall become effective on November 12, 1997
and shall remain in effect concurrently with the term of the Agreement.

5 2. MODIFICATION TO SECTION 16 OF THE PRIMARY CONTRACT:

6 Section 16 of the Primary Contract is hereby deleted, and the following substituted therefor:

7 "16. GENERAL POWER CONTRACT PROVISIONS : Articles 1, 28, 29, and 31
8 through 37.1 and 38 through 43 of the General Power Contract Provisions, effective August 15,
9 1995, attached hereto, are hereby made a part of this Agreement, the same as if they had been
expressly set forth herein."

10 3. PRIMARY CONTRACT TO REMAIN IN EFFECT: Except as expressly modified by the
11 Amendment, said Primary Contract shall remain in full force and effect; and this Amendment shall be
12 subject to all provisions of the Primary Contract except as herein amended.

13 4. EXECUTION IN COUNTERPART: This Amendment may be executed in a number of
14 counterparts and shall constitute a single document with the same force and effect as if each Party had
signed all other counterparts.

15 IN WITNESS WHEREOF , the Parties have caused this Amendment to be executed the day
16 and year first above written. The signatories hereto represent that they have been appropriately
17 authorized to enter into this amendment on behalf of the Party for whom they sign.

18 Western Area Power Administration

19 By: Zola M. Jackson

20 Title: Acting Regional Manager

21 Address: 114 Parkshore Drive

22 Folsom, CA 95630

23 Bureau of Reclamation

24 By: Tyrk R. Rodgers

25 Title: Regional Director

26 Address: Mid-Pacific Region

27 2800 Cottage Way

28 Sacramento, CA 95825

1 **IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed the day
2 and year first above written. The signatories hereto represent that they have been appropriately
3 authorized to enter into this Agreement on behalf of the Party for whom they sign.

4 (Seal)

City of Santa Clara,
d.b.a. Silicon Valley Power

By: Jennifer Speracino

Title: CITY MANAGER

Address: 1500 WARBURTON AVENUE

SANTA CLARA, CA 95050

6 Attest:

7 By: C. E. Boyer

8 Title: CITY CLERK

10 APPROVED AS TO FORM

11 Rolando [Signature]
12 ASSISTANT CITY ATTORNEY

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1 **IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed the day
2 and year first above written. The signatories hereto represent that they have been appropriately
3 authorized to enter into this Agreement on behalf of the Party for whom they sign.

EASTSIDE POWER AUTHORITY
4 By: *Harold O. Pugh*
5 Title: *Pres*
6 Address: *14181 Avenida 24*
7 *Delano CA 93215*

8
9 Attest:
10 By: *D. R. B...*
11 Title: *Manager, ESPA*

12 This Amendment No. 1 to Contract No. 96-SNR-00110 is entered into by Eastside Power Authority
13 on *1/17/00*, 2000.



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

SEP 30 2002

Mr. James H. Pope
Director of Electric Utility
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050

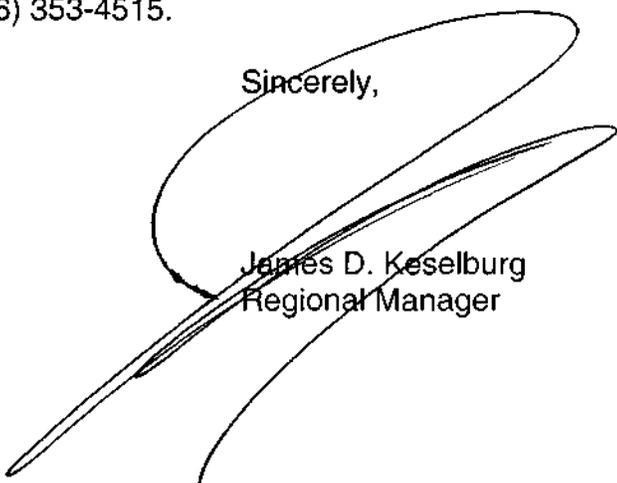
Dear Mr. Pope:

Enclosed for your records please find the following:

- Exhibit A, Revision 5, List of Signatories to Agreement, to Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for the Central Valley Project Power Facilities.
- Exhibit B, Revision 5, List of Contributing Customers, to Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for the Central Valley Project Power Facilities.
- Exhibit C, Revision 4, Individual Customer Commitment and Contribution, to Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for the Central Valley Project Power Facilities (Agreement). Exhibit C, Revision 4, establishes your fair-share contribution commitment for fiscal year 2004 as defined in [Section 8](#) of the Agreement.
- Exhibit C, Revision 5, Individual Customer Commitment and Contribution, to Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for the Central Valley Project Power Facilities (Agreement). Exhibit C, Revision 5, revises your fair-share contribution for fiscal years 2003 and 2004 and establishes your fair-share contribution commitment for fiscal year 2005 as defined in [Section 8](#) of the Agreement.

If you have any questions, please contact Mr. Bob Parkins at (916) 353-4490 or Ms. Gloria Davis at (916) 353-4515.

Sincerely,



James D. Keselburg
Regional Manager

4 Enclosures

Exhibit A, Revision 5

Exhibit B, Revision 5

Exhibit C, Revision 4

Exhibit C, Revision 5

EXHIBIT A
(List of Signatories to Agreement)

1. This Revision No. 5 to Exhibit A, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective on September 30, 2002, and supersedes Exhibit A dated January 17, 2000, and shall remain in effect until either superseded by another Exhibit A or upon termination of the Agreement.

2. Western will update this Exhibit A, as needed, to reflect those Customers who become signatories to the Agreement. The following Customers have signed the Agreement:

Contributors		
Customer	Customer Contact	Customer Representative
Group a		
Alameda Power and Telecom, Formerly Alameda, City of	Mr. Donald W. Rushton Utility Planning Supervisor Alameda Power and Telecom P.O. Box H Alameda, CA 94501-0263 (510)748-3946 (510)748-3956 (FAX)	Mr. Donald W. Rushton Utility Planning Supervisor Alameda Power and Telecom P.O. Box H Alameda, CA 94501-0263 (510)748-3946 (510)748-3956 (FAX)
Biggs, City of	Ms. Karin Helvey City Administrator City of Biggs P.O. Box 307 Biggs, CA 95917-0307 (530) 868-5493 (530) 868-5239 (FAX)	Ms. Karin Helvey City Administrator City of Biggs P.O. Box 307 Biggs, CA 95917-0307 (530) 868-5493 (530) 868-5239 (FAX)
Gridley, City of	Mr. Jack Slota City Administrator City of Gridley 685 Kentucky Street Gridley, CA 95948 (530) 846-5695 (530) 846-3229 (FAX)	Mr. Jack Slota City Administrator City of Gridley 685 Kentucky Street Gridley, CA 95948 (530) 846-5695 (530) 846-3229 (FAX)
Healdsburg, City of	Mr. William Duarte Electric Utility Director City of Healdsburg P.O. Box 578 Healdsburg, CA 95448-0578 (707)431-3340 (707) 431-2710 (FAX)	Mr. William Duarte Electric Utility Director City of Healdsburg P.O. Box 578 Healdsburg, CA 95448-0578 (707)431-3340 (707) 431-2710 (FAX)
Lassen Municipal Utility District	Mr. Lester L. Leiber Acting General Manager 65 S. Roop Street Susanville, CA96130 (530) 257-6882 (530) 257-2558 (FAX)	Mr. Don Battles Battles Consulting 3837 Payton Street Sacramento, CA 95821 (916)489-1396 (916) 489-1396 (FAX)

cc: Frank Cady

Customer	Customer Contact	Customer Representative
Lodi, City of	Mr. Boris Prokop Manager, Power Supply and Rates Electric Utility Department 1331 South Ham Lane Lodi, CA 95242-3995 (209) 333-6811 (650) 429-2063 (FAX)	Mr. Boris Prokop Manager, Power Supply and Rates Electric Utility Department 1331 South Ham Lane Lodi, CA 95242-3995 (209) 333-6811 (650) 429-2063 (FAX)
Lompoc, City of	Mr. Gary Keefe Utility Director City of Lompoc P.O. Box 8001 Lompoc, CA 93438-8001 (805) 736-1261, ext. 301 (805) 736-5347 (FAX)	Mr. Gary Keefe Utility Director City of Lompoc P.O. Box 8001 Lompoc, CA 93438-8001 (805) 736-1261, et 301 (805) 736-5347 (FAX)
Palo Alto, City of	Mr. Girish Balachandran Manager, Supply Resources City of Palo Alto 250 Hamilton Avenue Palo Alto, CA 94301 (650)329-2214 (650) 326-1507 (FAX)	Mr. Girish Balachandran Manager, Supply Resources City of Palo Alto 250 Hamilton Avenue Palo Alto, CA 94301 (650)329-2214 (650) 326-1507 (FAX)
Plumas-Sierra Rural Electric Co-op	Mr. Robert W. Marshall General Manager Plumas-Sierra Rural Electric Co-op 73233 Highway 70, Suite A Portola, CA 96122-7064 (530) 832-4261 (530) 832-5761 (FAX)	Mr. Robert W. Marshall General Manager Plumas-Sierra Rural Electric Co-op 73233 Highway 70, Suite A Portola, CA 96122-7064 (530) 832-4261 (530) 832-5761 (FAX)
Redding, City of	Mr. Lowell Watros Electric Utility Resource Planner Electric Department City of Redding P.O. Box 496071 Redding, CA 96049-6071 (530) 339-7303 (530) 339-7308 (FAX)	Mr. James Feider Electric Utility Director Electric Department City of Redding P.O. Box 496071 Redding, CA 96049-6071 (530) 339-7350 (530) 339-7389 (FAX)
Roseville, City of	Mr. Michael Wardell Risk Manager/Trader 2090 Hilltop Circle Roseville, CA 95747 (916)774-5622 (916) 784-3797 (FAX)	Mr. Tom Habashi Electric Utility Director 2090 Hilltop Circle Roseville, CA 95747 (916)774-5602 (916) 784-3797 (FAX)
Sacramento Municipal Utility District	Mr. Ed Roman Senior Power Contract Specialist Sacramento Municipal Utility District P.O. Box15830 Sacramento, CA 95852-1830 (916)732-5667 (916) 732-6002 (FAX)	Mr. Brian Jobson Supervisor, Regulatory and Long- Term Contracts Sacramento Municipal Utility District P.O. Box15830 Sacramento, CA 95852-1830 (916)732-5939 (916) 732-6002 (FAX)

Customer

Shasta Lake, City of

Customer Contact

Mr. Gerry Cupp
Administrative Services Director
City of Shasta Lake
P.O. Box 777
Shasta Lake, CA 96019-0777
(530) 275-7457
(530) 275-7414 (FAX)

Customer Representative

Mr. Gerry Cupp
Administrative Services Director
City of Shasta Lake
P.O. Box 777
Shasta Lake, CA 96019-0777
(530) 275-7457
(530) 275-7414 (FAX)

Silicon Valley Power
formerly
Santa Clara, City of

Mr. Bill Reichmann
Senior Electric Utility Engineer
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
(408)615-2167
(408) 261-2717 (FAX)

Mr. Ray Camacho
Assistant Director of Electric Utility
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
(408)615-2186
(408) 261-2717 (FAX)

Turlock Irrigation
District

Mr. Chris Kiriakou Assistant
General Manager, Energy
Resources Turlock
Irrigation District P.O. Box
949 Turlock, CA 95381-
0949
(209)883-8210
(209)632-8181 (FAX)

Mr. Chris Kiriakou Assistant
General Manager,
Energy Resources Turlock
Irrigation District
P.O. Box 949
Turlock, CA 95381-0949
(209)883-8210
(209)632-8181 (FAX)

Ukiah, City of

Mr. Darryl Barnes
Director of Public Utilities
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482-5400
(707) 463-6295
(707) 463-6204 (FAX)

Mr. Darryl Barnes
Director of Public Utilities
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482-5400
(707) 463-6295
(707) 463-6204 (FAX)

Group b

NASA - Ames
Research Center

Mr. George Sutton
Electric Power Office Manager
National Aeronautics and Space
Administration
Ames Research Center
DO: Mail Stop 213-8
Moffett Field, CA 94035-1000
(650)604-0185
(650) 604-4984 (FAX)

Mr. George Sutton
Electric Power Office Manager
National Aeronautics and Space
Administration
Ames Research Center
DO: Mail Stop 213-8
Moffett Field, CA 94035-1000
(650)604-0185
(650) 604-4984 (FAX)

NASA-Moffett Federal
Air Field

Mr. George Sutton
Electric Power Office Manager
National Aeronautics and Space
Administration
Ames Research Center
DO: Mail Stop 213-8
Moffett Field, CA 94035-1000
(650)604-0185
(650) 604-4984 (FAX)

Mr. George Sutton
Electric Power Office Manager
National Aeronautics and Space
Administration
Ames Research Center
DO: Mail Stop 213-8
Moffett Field, CA 94035-1000
(650)604-0185
(650) 604-4984 (FAX)

Customer	Customer Contact	Customer Representative
California State University, Sacramento	Mr. Brian Dular Director, University Union California State University, Sacramento Associated Students, Inc. 1901 Hazel Avenue Rancho Cordova, CA 95670 (916)985-7239 (916) 278-5782 (FAX)	Mr. Brian Dular Director, University Union California State University, Sacramento Associated Students, Inc. 1901 Hazel Avenue Rancho Cordova, CA 95670 (916)985-7239 (916) 278-5782 (FAX)
Bay Area Rapid Transit District	Mr. Russ Klein Senior Energy Analyst Bay Area Rapid Transit District P.O. Box 12688, 800 Madison St. MSQ3 Oakland, CA 94604 (510)464-6811 (510)464-6118 (FAX)	Mr. Frank Schultz Manager of Management Analysis Bay Area Rapid Transit District P.O. Box 12688, 800 Madison St. MSQ3 Oakland, CA 94604 (510)464-6435 (510)464-6118 (FAX)
Group c		
Arvin-Edison Water Storage District	Mr. Steve Collup Engineer-Manager Arvin-Edison Water Storage District P.O. Box 175 Arvin, C A 93203-1075 (661)854-5573 (661) 854-5213 (FAX)	Mr. Stuart Robertson PE Robertson - Bryan, Inc. 9766 Waterman Road, Suite L2 Elk Grove, Ca 95624 (916)687-7799 (916) 714-1804 (FAX)
Banta-Carbona Irrigation District	Mr. David Weisenberger General Manager Banta-Carbona Irrigation District P.O. Box 299 Tracy, CA 95378-0299 (209) 835-4670 (209) 835-2009 (FAX)	Mr. David Weisenberger General Manager Banta-Carbona Irrigation District P.O. Box 299 Tracy, CA 95378-0299 (209) 835-4670 (209) 835-2009 (FAX)
Byron-Bethany Irrigation District	Mr. Rick Gilmore General Manager Byron-Bethany Irrigation District P.O. Box 160 Byron, CA 94514-0160 (925) 634-3534 (925) 516-1239 (FAX)	Mr. Rick Gilmore General Manager Byron-Bethany Irrigation District P.O. Box 160 Byron, CA 94514-0160 (925) 634-3534 (925) 516-1239 (FAX)
Eastside Power Authority	Mr. Dale R. Brogan Manager Eastside Power Authority 14181 Avenue 24 Delano, CA 93215 (661)725-2526 (661)725-2556	Mr. Stuart Robertson PE Robertson - Bryan, Inc. 9766 Waterman Road, Suite L2 Elk Grove, Ca 95624 (916)687-7799 (916) 714-1804 (FAX)
Kern-Tulare Water District	Mr. Steven C. Dalke General Manager Kern-Tulare Water District 1820 21st Street Bakersfield, CA 93301 (661)327-3132 (661) 325-5642 (FAX)	Mr. Steven C. Dalke General Manager Kern-Tulare Water District 1820 21st Street Bakersfield, CA 93301 (661)327-3132 (661) 325-5642 (FAX)

Customer	Customer Contact	Customer Representative
Rag Gulch Irrigation District	Mr. Steven C. Dalke General Manager Rag Gulch Irrigation District 1820 21st Street Bakersfield, CA 93301 (661)327-3132 (661) 325-5642 (FAX)	Mr. Steven C. Dalke General Manager Rag Gulch Irrigation District 1820 21st Street Bakersfield, CA 93301 (661)327-3132 (661) 325-5642 (FAX)
San Juan Water District	Mr. James R. English General Manager San Juan Water District P.O. Box 2157 Granite Bay, CA 95746-2157 (916)791-0115 (916)791-7361 (FAX)	Mr. James R. English General Manager San Juan Water District P.O. Box 2157 Granite Bay, CA 95746-2157 (916)791-0115 (916)791-7361 (FAX)
Santa Clara Valley Water District	Mr. Stan Kaut Senior Electrical Engineer Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA95118 (408) 265-2607, ext. 2022 (408) 978-6345 (FAX)	Mr. Stan Kaut Senior Electrical Engineer Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA95118 (408) 265-2607, ext. 2022 (408) 978-6345 (FAX)
Sonoma County Water Agency	Mr. Randy Poole General Manager/Chief Engineer Sonoma County Water Agency P.O. Box 11628 Santa Rosa, CA 95406-1628 (707) 526-5370 (707) 544-6123 (FAX)	Mr. Randy Poole General Manager/Chief Engineer Sonoma County Water Agency P.O. Box11628 Santa Rosa, CA 95406-1628 (707) 526-5370 (707) 544-6123 (FAX)

Group d

Trinity Public Utilities District	Mr. Rick Coleman General Manager Trinity Public Utilities District P.O. Box1216 Weaverville, CA 96093-1216 (530) 623-4564 (530) 623-5549 (FAX)	Mr. Rick Coleman General Manager Trinity Public Utilities District P.O. Box1216 Weaverville, CA 96093-1216 (530) 623-4564 (530) 623-5549 (FAX)
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Contract Signatories Non-Contributors		
Customer	Customer Contact	Customer Representative
Group a		
East Bay Municipal Utility District	Mr. John M. Hake, P.E. Associate Civil Engineer, Special District No. 1 East Bay Municipal Utility District P.O. Box 24055 Oakland, CA 94623-1055 (510)287-1279 (510)287-1 71 2 (FAX)	Mr. Donald M. D. Gabb, Ph.D., P.E. Senior Civil Engineer, Special District No. 1 East Bay Municipal Utility District P.O. Box 24055 Oakland, CA 94623-1055 (510)287-1602 (510)287-1 71 2 (FAX)

Customer	Customer Contact	Customer Representative
Group b		
Air Force, U.S. Department of the	Mr. James M. Snook Utility Rates Management Engineer U.S. Department of the Air Force HQ AFCEA/CESE 139 Barnes Drive, Suite 1 Tyndall Air Force Base, FL 32403 (850) 283-6295 (850) 283-6219 (FAX)	Col William G. Schauz Director of Technical Support U.S. Department of the Air Force HQ AFCEA/CES 139 Barnes Drive, Suite 1 Tyndall Air Force Base, FL 32403 (850) 283-6342 (850) 283-6219 (FAX)
California Medical Center - Vacaville	Ms. Ana M. Ramirez-Palmer Warden California Medical Center - Vacaville P.O. Box 2000 Vacaville, CA 95696-2000 (707) 449-6500 (707) 453-7024	Ms. Ana M. Ramirez-Palmer Warden California Medical Center - Vacaville P.O. Box 2000 Vacaville, CA 95696-2000 (707) 449-6500 (707) 453-7024
DOE-Lawrence Berkeley	Mr. Mark R. Clark Electric Power Services Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street, Suite N700 Oakland, CA 94612 (510) 637-1654 (510) 637-2005 (FAX)	Mr. Mark R. Clark Electric Power Services Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street, Suite N700 Oakland, CA 94612 (510) 637-1654 (510) 637-2005 (FAX)
DOE-Lawrence Livermore & Site 300	Mr. Mark R. Clark Electric Power Services Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street, Suite N700 Oakland, CA 94612 (510) 637-1654 (510) 637-2005 (FAX)	Mr. Mark R. Clark Electric Power Services Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street, Suite N700 Oakland, CA 94612 (510) 637-1654 (510) 637-2005 (FAX)
DOE-Stanford Linear Accelerator	Mr. Mark R. Clark Electric Power Services Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street, Suite N700 Oakland, CA 94612 (510) 637-1654 (510) 637-2005 (FAX)	Mr. Mark R. Clark Electric Power Services Manager U.S. Department of Energy Oakland Operations Office 1301 Clay Street, Suite N700 Oakland, CA 94612 (510) 637-1654 (510) 637-2005 (FAX)

Customer	Customer Contact	Customer Representative
Group c		
West Side Irrigation District	Ms. Barbara Kleinert Secretary/Treasurer The West Side Irrigation District P.O. Box 177 Tracy, CA 95378-01 77 (209) 835-0503 (209) 835-2702 (FAX)	Ms. Barbara Kleinert Secretary/Treasurer The West Side Irrigation District P.O. Box 177 Tracy, CA 95378-0177 (209) 835-0503 (209) 835-2702 (FAX)
Group d		
Calaveras Public Power Agency	Mr. Dennis Dickman General Manager Calaveras Public Power Agency Government Center San Andreas, CA 95249-9713 (209) 754-4230 (209) 754-4236 (FAX)	Mr. Dennis Dickman General Manager Calaveras Public Power Agency Government Center San Andreas, CA 95249-9713 (209) 754-4230 (209) 754-4236 (FAX)

EXHIBIT B
(List of Contributing Customers)

1. This Revision No. 5 to Exhibit B, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective on September 30, 2002, and supersedes Exhibit B dated January 17, 2000, and shall remain in effect until either superseded by another Exhibit B or upon termination of the Agreement.
2. Western will update this Exhibit B, as needed, to reflect those Customers agreeing to provide Contributions under the terms of this Agreement.

Customer Contributions

Customer Name	FY 2003			FY 2004			FY 2005		
	Meets "1/12"	Amount Contributed	% of Total Contributions	Meets "1/12"	Amount Contributed	% of Total Contributions	Meets "1/12"	Amount Contributed	% of Total Contributions
Group a									
Alameda Power & Telecom	X	195,000.00	1.30%	X	445,000.00	1.43%	X	400,000.00	2.34%
Avenal, City of *									
Biggs, City of *	X	11,360.64	0.08%	X	10,607.77	0.03%	No	0.00	0.00%
East Bay Municipal Utility District *			0.00%						
Gridley, City of *	X	36,703.60	0.24%	X	9,443.00	0.03%	No	0.00	0.00%
Healdsburg, City of *	X	28,322.94	0.19%	X	7,286.85	0.02%	No	0.00	0.00%
Lassen Municipal Utility District *	X	100,000.00	0.67%	X	100,000.00	0.32%	X	100,000.00	0.59%
Lodi, City of	X	115,668.77	0.77%	X	29,758.93	0.10%	X	75,000.00	0.44%
Lompoc, City of *	X	45,416.33	0.30%	X	11,684.59	0.04%			
Modesto Irrigation District									
Palo Alto, City of _{1/}	X	1,500,000.00	9.99%	X	3,800,000.00	12.25%	No	0.00	0.00%
Pittsburg Power Company									
Plumas-Sierra Rural Electric Co-op	X	303,856.97	2.02%	X	693,377.44	2.24%	X	621,217.65	3.64%
Redding, City of	X	1,409,896.35	9.39%	X	3,217,271.30	10.37%	X	2,882,449.92	16.88%
Roseville, City of	X	838,645.24	5.59%	X	1,913,721.72	6.17%	X	1,714,560.73	10.04%
Sacramento Municipal Utility District	X	6,800,000.00	45.29%	X	12,700,000.00	40.95%	X	4,000,000.00	23.43%
San Francisco, City of									
Santa Clara, City of (d.b.a. Silicon Valley Power)		1,659,448.00	11.05%	X	3,786,728.32	12.21%	X	3,392,643.55	19.87%
Shasta Lake, City of *	X	139,166.49	0.93%	X	317,566.87	1.02%	X	284,517.69	1.67%
Turlock Irrigation District	X	37,909.20	0.25%	X	86,505.77	0.28%	X	77,503.11	0.45%
Ukiah, City of *	X	18,910.48	0.13%	X	19,724.62	0.06%	X	14,416.39	0.08%
Group b									
Air Force	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
Beale AFB	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
* McClellan, AFB	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
* Onizuka AFB	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
* Travis AFB	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
* Travis Wherry	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
* David Grant Medical Center	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
Defense Logistics Agency									
* Parks Reserve Forces Training Area	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
Sharpe	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
* Tracy	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%

Customer Contributions

	FY 2003			FY 2004			FY 2005		
	Meets "1/12"	Amount Contributed	% of Total Contributions	Meets "1/12"	Amount Contributed	% of Total Contributions	Meets "1/12"	Amount Contributed	% of Total Contributions
Customer Name	"1/12"	Contributed	Contributions	"1/12"	Contributed	Contributions	"1/12"	Contributed	Contributions
DOE									
* Lawrence Berkeley	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
Lawrence Livermore & Site 300	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
Stanford Linear Accelerator	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
NASA									
Ames Research Center	X	972,342.31	6.48%	X	2,218,807.80	7.15%	X	1,987,896.49	11.64%
* Moffett Federal Field	X	60,880.78	0.41%	X	138,925.10	0.45%	X	124,467.17	0.73%
Navy									
* Lemoore Air Station	N/A			N/A			N/A		
* Dixon Radio Station	N/A			N/A			N/A		
* Concord Weapons Station	N/A			N/A			N/A		
* Oakland Army Base	N/A			N/A			N/A		
State									
* California State Prison - Sacramento									
* Deuel Vocational Institution									
* CMF -Vacaville	N/A	0.00	0.00%	N/A	0.00	0.00%	N/A	0.00	0.00%
* California Dept. of Parks & Recreation									
* California State Univ., Sacramento	X	215.55	0.00%	X	224.83	0.00%	No	0.00	0.00%
* Northern California Youth Center									
* DC Davis									
Bay Area Rapid Transit District	X	48,617.12	0.32%	X	110,940.39	0.36%	X	99,394.82	0.58%
Group c									
Arvin-Edison Water Storage District	X	364,628.37	2.43%	X	832,052.92	2.68%	X	745,461.19	4.37%
Banta-Carbona Irrigation District	X	7,975.47	0.05%	No	8,313.83	0.03%	No	0.00	0.00%
Broadview Water District									
Bryon-Bethany Irrigation District	X	8,000.00	0.05%	X	10,000.00	0.03%	X	10,000.00	0.06%
Cawelo Water District									
East Contra Costa Irrigation District									
Eastside Power Authority	X	38,870.86	0.26%	No	0.00	0.00%	No	0.00	0.00%
Glenn-Colusa Irrigation District									
James Irrigation District									
Kern-Tulare Water District	**			**			**		
Lower Tule River Irrigation District									
Merced Irrigation District									

Customer Contributions

Revision No. 5, Exhibit B
Contract No. 96-SNR-00110

	FY 2003			FY 2004			FY 2005		
	Meets	Amount	% of Total	Meets	Amount	% of Total	Meets	Amount	% of Total
Customer Name	"1/12"	Contributed	Contributions	"1/12"	Contributed	Contribution	"1/12"	Contributed	Contributions
Patterson Water District									
Provident Irrigation District									
Rag Gulch Irrigation District	**			**			**		
Reclamation District 2035									
San Juan Water District	X	2,637.67	0.02%	X	2,529.00	0.01%	X	2,569.29	0.02%
San Luis Water District									
Santa Clara Valley Water District	X	2,127.51	0.01%	X	2,219.10	0.01%	X	2,114.53	0.01%
Sonoma County Water Agency	X	18,231.42	0.12%	X	41,602.65	0.13%	X	37,273.06	0.22%
West Side Irrigation District	No		0.00%	No	0.00		No	0.00	0.00%
West Stanislaus Irrigation District									
Westlands Water District									
Group d									
Calaveras Public Power Agency	No	0		No	0.00		No	0.00	
Sierra Conservation Center									
Trinity County Public Utilities Distinct	X	250,000.00	1.67%	X	500,000.00	1.61%	X	500,000.00	2.93%
Tuolumne Public Power Agency									
		\$ 15,014,832.07	100.00%		\$ 31,014,292.80	100.00%		17,071,485.59	100.00%
* Qualifies as a small customer									
** Included in Eastside Power Authority									
<u>1/</u> Palo Alto is going before their board in October and hope to increase their funding for FY03-FY05									

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara, d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

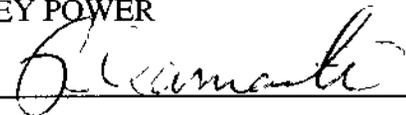
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$216,903.87	\$203,760.18	\$203,760.18	\$203,760.18
2002	\$481,218.64	\$485,000.00	\$485,000.00	\$485,000.00
2003	\$1,193,146.58	N/A	\$1,193,146.58	\$1,193,146.58
2004	\$2,938,728.41	N/A	\$306,969.38	\$2,938,728.41

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: May 22, 2001

CITY OF SANTA CLARA, d.b.a.SILICON VALLEY POWER

By: 

Title: Assistant Director of Electric Utility

Address: 1500 Warburton Avenue

Santa Clara, CA 95050

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Alameda Power and Telecom agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$1,819.02	\$5,000.00	\$5,000.00	\$5,000.00
2002	\$4,035.65	\$5,000.00	\$5,000.00	\$5,000.00
2003	\$184,785.14	N/A	\$185,000.00	\$185,000.00
2004	\$345,246.56	N/A	\$47,541.00	\$350,000 .00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/16/01

ALAMEDA POWER AND TELECOM

By: [Signature]

Title: General Manager

Address: 2000 Grand St

P.O. Box 11, Alameda, CA 94501

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Banta-Carbona Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$5,878.07	\$5,521.88	\$5,521.88	\$5,521.88
2002	\$13,040.96	\$5,521.88	\$5,521.88	\$5,521.88
2003	\$32,334.12	N/A	\$7,975.47	\$7,975.47
2004	\$79,639.17	N/A	\$8,313.83	\$8,313.83

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 07/11/01

BANTA-CARBONA IRRIGATION DISTRICT
 By: James M McLeod
 Title: President
 Address: P. O. Box 299
Tracy, CA 95378-0299

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Bay Area Rapid Transit District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$90,554.01	\$85,066.73	\$85,066.73	\$85,066.73
2002	\$200,901.35	\$85,066.73	\$85,066.73	\$85,066.73
2003	\$34,955.81	N/A	\$34,955.81	\$34,955.81
2004	\$86,096.40	N/A	\$8,993.33	\$86,096.40

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

BAY AREA RAPID TRANSIT DISTRICT

Date of Execution: 6/26/01

By: *[Signature]*
 Title: BART DEPUTY GENERAL MGR
 Address: 800 MADISON ST
OAKLAND CALIF.

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Biggs agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

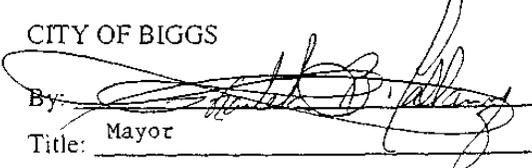
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$6,195.80	\$5,820.36	\$5,820.36	\$5,820.36
2002	\$13,745.88	\$14,550.04	\$14,550.04	\$14,550.04
2003	\$11,360.64	N/A	\$11,360.64	\$11,360.64
2004	\$90,401.22	N/A	\$2,922.83	\$10,607.77

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: May 16, 2001

CITY OF BIGGS

By: 
 Title: Mayor
 Address: P.O. Box 307
Biggs, CA 95917

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Byron-Bethany Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$3,495.07	\$3,283.28	\$3,283.28	\$3,283.28
2002	\$7,754.09	\$7,621.45	\$7,621.45	\$7,621.45
2003	\$19,225.69	N7A	\$4,742.17	\$4,742.17
2004	\$47,353.02	N/A	\$4,946.33	\$ 10,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6/18/11

BYRON-BETHANY IRRIGATION DISTRICT

By: [Signature]

Title: General Manager

Address: P.O. Box 160, 3444 Main St.
Byron, Ca 94544-160

AUTHENTICATED COPY

**Exhibit C
 (Individual Customer Commitment and Contribution)**

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The California State University, Sacramento agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$63.55	\$59.70	\$59.70	\$59.70
2002	\$14098	\$59.70	\$59.70	\$59.70
2003	\$873.90	N/A	\$215.55	\$215.55
2004	\$2,152.41	N/A	\$224.83	\$224.23

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CALIFORNIA STATE UNIVERSITY,
 SACRAMENTO

Date of Execution: 7/13/01

By: 

Title: Director, University Unit

Address: 6000 J Street
Sacramento, CA 95819-601

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Eastside Power Authority agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share • Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$9,449.39	\$4,704.04	\$9,161.84	\$9,161.84
2002	\$20,964.24	\$10,436.30	\$14,894.10	\$14,894.10
2003	\$38,870.86	N/A	\$38,870.86	\$38,870.86
2004	\$81,619.39	N/A	\$10,000.58	<u>\$10,000.58</u>

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 9/30/02

EASTSIDE POWER AUTHORITY

By: D. R. B.

Title: Gen. Manager

Address: 14181 Ave. 24

Delano, CA 93274

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Gridley agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$13,821.40	\$12,983.87	\$12,983.87	\$12,983.87
2002	\$30,663.89	\$12,983.87	\$12,983.87	\$12,983.87
2003	\$36,703.60	N/A	\$36,703.60	\$36,703.60
2004	\$202,326.54	N/A	\$9,443.00	\$202,326.54

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7-16-01

CITY OF GRIDLEY

By: Frank W. Cook

Title: MAYOR

Address: 685 Kentucky St
Gridley, CA 95948

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Healdsburg agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$3,083.60	\$2,896.75	\$2,896.75	\$2,896.75
2002	\$6,841.22	\$11,227.78	\$11,227.78	\$11,227.78
2003	\$28,322.94	N/A	\$28,322.94	\$28,322.94
2004	\$52,066.80	N/A	\$7,286.85	\$52,066.80

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5.15.21

CITY OF HEALDSBURG

By:

Title: Electric Utility Director

Address: 4071 Grove St
HEALDSBURG, CA 95448

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Lassen Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$31,773.34	\$100,000.00	\$100,000.00	\$100,000.00
2002	\$70,491.70	\$100,000.00	\$100,000.00	\$100,000.00
2003	\$205,365.37	N/A	\$100,000.00	\$100,000.00
2004	\$64,572.30	N/A	\$52,835.82	\$100,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

LASSEN MUNICIPAL UTILITY DISTRICT

Date of Execution: 5-16-01

By: Don Battle

Title: GEN MGR

Address: 65 S. ROOP ST

SUSANVILLE CA 96130

Exhibit C, Revision 4
 NASA, Ames Research Center-Moffett
 Contract No. 96-SNR-00110
AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center-Moffett agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

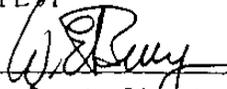
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$7,957.63	\$7,475.43	\$7,475.43	\$7,475.43
2002	\$17,654.65	\$7,475.43	\$7,475.43	\$7,475.43
2003	\$43,773.41	N/A	\$10,797.06	\$10,797.06
2004	\$107,814.22	N/A	\$11,261.90	\$12,651.03

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: _____

NASA, AMES RESEARCH CENTER-MOFFETT

By:  7/19/01
 Title: Deputy Director

Address: M/S 200-2
Moffett Field, CA 94035-1000

Exhibit C, Revision 4
 NASA, Ames Research Center
 Contract No. 96-SNR-00110
AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

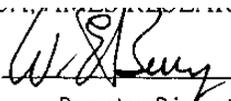
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$127,093.35	\$119,391.91	\$119,391.91	\$119,391.91
2002	\$281,966.80	\$281,346.03	\$281,346.03	\$281,346.03
2003	\$699,116.15	N/A	\$172,442.75	\$172,442.75
2004	\$1,721,928.00	N/A	\$179,866.63	\$202,052.80

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years Prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

NASA, AMES RESEARCH CENTER

Date of Execution: _____

By:  7/19/01
 Title: Deputy Director
 Address: M/S 200-2
Moffett Field, CA 94035-1000

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Palo Alto agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$220,348.10	\$206,995.71	\$206,995.71	\$206,995.71
2002	\$488,859.94	\$606,251.79	\$606,251.79	\$606,251.79
2003	\$1,496,108.56	N/A	\$1,500,000.00	\$1,500,000.00
2004	\$3,766,717.49	N/A	\$384,914.59	\$3,800,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/22/01

CITY OF PALO ALTO

By: [Signature]

Title: Director of Utilities

Address: 250 Hamilton Ave.
Palo Alto, CA.

Exhibit C, Revision 4
 Plumas-Sierra Rural Electric Cooperative
 Contract No. 96-SNR-00110
AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Plumas-Sierra Rural Electric Cooperative agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$37,174.81	\$34,922.13	\$34,922.13	\$34,922.13
2002	\$82,475.29	\$34,922.13	\$34,922.13	\$34,922.13
2003	\$156,427.24	N/A	\$38,584.02	\$38,584.02
2004	\$538,102.50	N/A	\$40,245.16	\$538,102.50

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6/11/01

PLUMAS-SIERRA RURAL ELECTRIC
 COOPERATIVE

By: [Signature]

Title: GEN. MGR. PLUMAS-SIERRA REC

Address: 73233 Hwy 70
PORTOLA, CA 96122

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Redding agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$184,285.36	\$173,118.25	\$173,118.25	\$173,118.25
2002	\$408,851.86	\$408,000.00	\$408,000.00	\$408,000.00
2003	\$795,244.62	N/A	\$795,245.00	\$795,245.00
2004	\$2,496,795.59	N/A	\$204,598.29	\$2,496,795.59

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6-29-01

CITY OF REDDING

By: James C. Feider

Title: Electric Utility Director

Address: 777 Cypress Avenue

Redding, CA 96001

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Roseville agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$71,013.41	\$66,710.22	\$66,710.22	\$66,710.22
2002	\$157,548.95	\$242,660.95	\$242,660.95	\$242,660.95
2003	\$602,987.68	N/A	\$602,987.68	\$602,987.68
2004	\$1,485,162.90	N/A	\$155,134.97	\$2,496,795.59

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/30/01

CITY OF ROSEVILLE

By: Tom Habash

Title: ELECTRIC UTILITY DIRECTOR

Address: 2090 HILLTOP CR

ROSEVILLE, CA, 95747

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

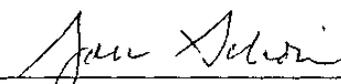
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$573,508.75	\$600,000.00	\$600,000.00	\$600,000.00
2002	\$1,272,375.70	\$1,300,000.00	\$1,300,000.00	\$1,300,000.00
2003	\$3,154,761.62	N/A	\$3,160,000.00	\$3,160,000.00
2004	\$7,770,200.08	N/A	\$1,500,000.00	\$7,770,300.00

Fair-Share Funding Level amounts and Contributions Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s), up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Date of Execution: 6/13/01

By: 

Title: General Manager

Address: P.O. Box 15830, MS B408

Sacramento, CA 95852-1830



AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The San Juan Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

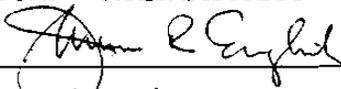
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$1,588.67	\$1,492.40	\$1,492.40	\$1,492.40
2002	\$3,524.59	\$1,492.40	\$1,492.40	\$1,492.40
2003	\$8,738.95	N/A	\$8,738.95	\$8,738.95
2004	\$21,524.10	N/A	\$2,248.33	\$2,525.66

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: June 14, 2001

SAN JUAN WATER DISTRICT

By: 

Title: General Manager

Address: P.O. Box 2157

Granite Bay, CA 95746

Exhibit C

ENACTED COPY - Contract Admin. Unit
AGMT. # A2025c Req. # 1029-154

AUTHENTICATED COPY

(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Santa Clara Valley Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revision No. 2 Contribution Commitment Level Amount in Dollars	Column 4 Revision No. 3 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$1,568.01	\$1,473.00	\$1,473.00	\$1,473.00
2002	\$3,478.77	\$3,471.11	\$3,471.11	\$3,471.11
2003	\$8,625.35	N/A	\$2,127.51	\$2,127.51
2004	\$17,714.33	N/A	\$2,219.10	\$2,219.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

SANTA CLARA VALLEY WATER DISTRICT

Date of Execution: 10/23/01

By: 
 Title: Chief Executive Officer

Address: 5750 Almaden Expressway
San Jose, Ca 95118

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Shasta Lake agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revision No. 2 Contribution Commitment Level Amount in Dollars	Column 4 Revision No. 3 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$18,190.24	\$17,087.97	\$17,087.97	\$17,087.97
2002	\$40,356.50	\$40,267.65	\$40,267.65	\$40,267.65
2003	\$100,061.00	N/A	\$100,061.00	\$100,061.00
2004	\$246,450.94	N/A	\$25,743.41	\$246,450.94

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/21/01

CITY OF SHASTA LAKE
 By: *[Signature]*
 Title: City Manager
 Address: 1650 Stanton Dr
Shasta Lake, CA 96019

Exhibit C
 0(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sonoma County Water Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$4,766.00	\$4,477.20	\$4,477.20	\$4,477.20
2002	\$10,573.76	\$16,114.09	\$16,114.09	\$16,114.09
2003	\$52,433.71	N/A	\$52,433.71	\$52,433.71
2004	\$32,286.15	N/A	\$13,490.00	\$32,286.15

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/15/01

SONOMA COUNTY WATER AGENCY

By: *M.O. [Signature]*

Title: General Manager

Address: P.O. Box 11628

Santa Rosa, CA 95401

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Trinity Public Utilities District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$27,007.34	\$25,370.78	\$25,370.78	\$25,370.78
2002	\$59,917.95	\$60,000.00	\$60,000.00	\$60,000.00
2003	\$155,116.40	N/A	\$200,000.00	\$200,000.00
2004	\$382,052.77	N/A	\$39,907.91	\$400,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: May 16, 2001

TRINITY PUBLIC UTILITIES DISTRICT

By: 

Title: General Manager

Address: P.O. Box 1216

Weaverville, CA 96093

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Turlock Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$6,260.94	\$6,000.00	\$6,000.00	\$6,000.00
2002	\$13,890.39	\$6,000.00	\$6,000.00	\$6,000.00
2003	\$34,440.21	N/A	\$34,440.21	\$34,440.21
2004	\$67,133.97	N/A	\$8,860.68	\$67,133.97

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7/10/01

TURLOCK IRRIGATION DISTRICT

By: Chris Kiriaka

Title: AGM, Energy Resources

Address: 333 E. Canal Drive

Turlock CA 95381

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 4, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Ukiah agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 2 Contribution Commitment Level Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars
2001	\$9,806.84	\$9,212.58	\$9,212.58	\$9,212.58
2002	\$21,757.16	\$9,212.58	\$9,212.58	\$9,212.58
2003	\$76,666.82	N/A	\$18,910.48	\$18,910.48
2004	\$149,850.78	N/A	\$19,724.62	\$19,724.62

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2001 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF UKIAH

Date of Execution: 5/29/01

By: Don Z Barnes
Title: Director of Public Utilities
Address: 307 SEMINARY AVE
Ukiah California 95482

Exhibit C
 (Individual Customer Commitment and Contribution)

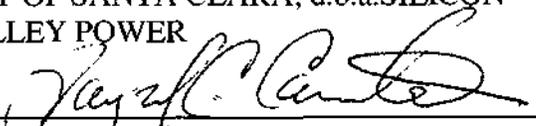
1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara, d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$481,218.64	\$481,218.64	\$485,000.00	\$485,000.00	\$485,000.00
2003	\$1,193,146.58	\$1,659,448.00	\$1,193,146.58	\$1,193,146.58	\$1,659,448.00
2004	\$2,938,728.41	\$3,786,728.32	\$306,969.38	\$2,938,728.41	\$3,786,728.32
2005	\$3,392,643.55	\$3,392,643.55	0	0	\$3,392,643.55

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SANTA CLARA, d.b.a. SILICON
 VALLEY POWER

By: 

Title: Assistant Director Electric Utilit

Address: 1500 Warburton Avenue

Santa Clara, CA 95050

Date of Execution: April 18, 2002

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Alameda Power and Telecom agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$4,035.65	\$4,035.65	\$5,000.00	\$5,000.00	\$5,000.00
2003	\$184,785.14	\$194,954.63	\$185,000.00	\$185,000.00	\$195,000.00
2004	\$345,246.56	\$444,870.96	\$47,541.00	\$350,000.00	\$445,000.00
2005	\$398,573.25	\$398,573.25	0	0	\$400,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/8/02

ALAMEDA POWER AND TELECOM

By: [Signature]

Title: General Manager

Address: 2000 Grand St.
Alameda, CA 94501

Exhibit C, Revision 5
 Arvin-Edison Water Storage District
 Contract No. 96-SNR-00110
AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Arvin-Edison Water Storage District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$105,737.55	\$105,737.55	\$105,504.76	\$105,504.76	\$105,504.76
2003	\$262,168.56	\$364,628.37	\$262,168.56	\$262,168.56	\$364,628.37
2004	\$645,723.00	\$832,052.92	\$67,449.99	\$67,449.99	\$832,052.92
2005	\$745,461.19	\$745,461.19	0	0	\$745,461.19

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4/22/02

ARVIN-EDISON WATER STORAGE DISTRICT

By: Steve Colby

Title: Engineer-Manager

Address: P.O. Box 175, Arvin, CA 93203-0175

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Bay Area Rapid Transit District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$200,901.35	\$200,901.35	\$85,066.73	\$85,066.73	\$85,066.73
2003	\$34,955.81	\$48,617.12	\$34,955.81	\$34,955.81	\$48,617.12
2004	\$86,096.40	\$110,940.39	\$8,993.33	\$86,096.40	\$110,940.39
2005	\$99,394.82	\$99,394.82	0	0	\$99,394.82

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

BAY AREA RAPID TRANSIT DISTRICT

Date of Execution: 7/10/02

By: Robert S. Underwood

Title: MANAGER OPERATING BUDGETS & ANALYSIS

Address: 212 9th St
Oakland, CA 94604

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Biggs agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$13,745.88	\$13,745.88	\$14,550.04	\$14,550.04	\$14,550.04
2003	\$11,360.64	\$51,047.97	\$11,360.64	\$11,360.64	\$11,360.64
2004	\$90,401.22	\$116,487.41	\$2,922.83	\$10,607.77	
2005	\$104,364.57	\$104,364.57	0	0	

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: July 9, 2002

CITY OF BIGGS

By: *Karen H. Lopez*

Title: City Administrator

Address: P.O. Box 307
Biggs, CA 95917

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Byron-Bethany Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$7,754.09	\$7,754.09	\$7,621.45	\$7,621.45	\$7,621.45
2003	\$19,225.69	\$26,739.41	\$4,742.17	\$4,742.17	\$8,000.00
2004	\$47,353.02	\$61,017.21	\$4,946.33	\$10,000.00	\$10,000.00
2005	\$54,667.15	\$54,667.15	0	0	\$10,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7/11/02

BYRON-BETHANY IRRIGATION DISTRICT

By: [Signature]

Title: General Manager

Address: P.O. Box 160

Byron Co 94524

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Eastside Power Authority agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revised Fair-Share Amount in Dollars	Column 4 Revision No. 3 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 4 Contribution Commitment Level Amount in Dollars	Column 6 Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$20,964.24	\$20,964.24	\$14,894.10	\$14,894.10	\$14,894.10
2003	\$38,870.86	\$46,089.03	\$38,870.86	\$38,870.86	38,870.86
2004	\$81,619.39	\$105,171.49	\$10,000.58	\$10,000.58	9,589.96
2005	\$94,226.29	\$94,226.29	0	0	9,742.76

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

EASTSIDE POWER AUTHORITY

Date of Execution: 9/30/02

By: D. R. B...

Title: Manager

Address: 14181 Avenue 24
Delano, CA 93215

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Healdsburg agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$6,841.22	\$6,841.22	\$11,227.78	\$11,227.78	\$11,227.78
2003	\$28,322.94	\$29,401.20	\$28,322.94	\$28,322.94	29,401. ²⁰
2004	\$52,066.80	\$67,091.20	\$7,286.85	\$52,066.80	67,091. ²⁰
2005	\$60,109.02	\$60,109.02	0	0	60,109. ⁰²

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF HEALDSBURG

Date of Execution: 10/16/02

By: William [Signature]
 Title: Electric Utility Director
 Address: 401 Grove St.
HEALDSBURG, CA 95448

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Lassen Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

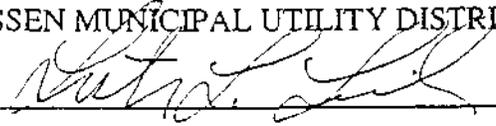
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$70,491.70	\$70,491.70	\$100,000.00	\$100,000.00	\$100,000.00
2003	\$205,365.37	\$36,462.84	\$100,000.00	\$100,000.00	\$100,000.00
2004	\$64,572.30	\$83,205.29	\$52,835.82	\$100,000.00	\$100,000.00
2005	\$74,546.12	\$74,546.12	0	0	\$100,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: April 22, 2002

LASSEN MUNICIPAL UTILITY DISTRICT

By: 

Title: GENERAL MANAGER

Address: 65 S. ROCK STREET

SUSANVILLE, CA 96130

Exhibit C
(Individual Customer Commitment and Contribution)

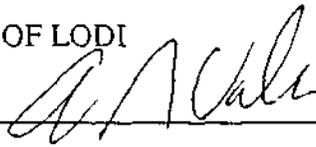
1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Lodi agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$23,389.15	\$23,389.15	\$20,000.00	\$20,000.00	\$20,000.00
2003	\$115,668.77	\$114,845.78	\$115,668.77	\$115,668.77	\$115,668.77
2004	\$203,381.22	\$262,068.94	\$29,758.93	\$29,758.93	\$29,758.93
2005	\$234,795.42	\$234,795.42	0	0	\$75,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: April 25, 2002

CITY OF LODI
By: 
Title: Electric Utility Director
Address: 1331 S. Ham Lane
Lodi CA 95242

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Lompoc agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$13,735.31	\$13,735.31	\$18,003.95	\$18,003.95	\$18,003.95
2003	\$45,416.33	\$45,153.15	\$45,416.33	\$45,416.33	\$45,416.33
2004	\$79,962.03	\$103,035.89	\$11,684.59	\$11,684.59	\$103,035.89
2005	\$92,312.94	\$92,312.94	0	\$13,735.31	\$92,312.94

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF LOMPOC

Date of Execution: 29 OCT 02

By: [Signature]

Title: CITY ADMINISTRATOR

Address: PO Box 8001
Lompoc, CA 93438-8001

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Palo Alto agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

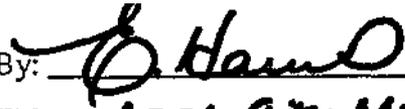
Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revised Fair-Share Amount in Dollars	Column 4 Revision No. 3 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 4 Contribution Commitment Level Amount in Dollars	Column 6 Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$488,859.94	\$488,859.94	\$606,251.79	\$606,251.79	\$606,251.79
2003	\$1,496,108.56	\$2,126,998.80	\$1,500,000.00	\$1,500,000.00	\$2,200,000.00
2004	\$3,766,717.49	\$4,853,642.05	\$384,914.59	\$3,800,000.00	\$4,900,000.00
2005	\$4,348,523.58	\$4,348,523.58	0	0	\$4,400,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: Feb 27, 2003

CITY OF PALO ALTO

By: 

Title: Asst. City Manager

Address: _____

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center-Moffett agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$17,654.65	\$17,654.65	\$7,475.43	\$7,475.43	\$7,475.43
2003	\$43,773.41	\$60,880.78	\$10,797.06	\$10,797.06	\$60,880.78
2004	\$107,814.22	\$138,925.10	\$11,261.90	\$12,651.03	\$138,925.10
2005	\$124,467.17	\$124,467.17	0	0	\$124,467.17

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

NASA, AMES RESEARCH CENTER-MOFFETT

Date of Execution: 7/9/02

By: 
 Title: Deputy Director
 Address: 115/200-1A
Moffett Field CA
94035

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column j	Column -l	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$281,966.80	\$281,966.80	\$281,346.03	\$281,346.03	\$281,346.03
2003	\$699,116.15	\$972,342.31	\$172,442.75	\$172,442.75	5972,342.31
2004	\$1,721,928.00	\$2,218,807.80	\$179,866.63	\$202,052.80	\$2,218,807.80
2005	\$1,987,896.49	\$1,987,896.49	0	0	\$1,987,896.49

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

NASA, AMES RESEARCH CENTER

Date of Execution: 7/9/02

By: [Signature]
 Title: Deputy Director
 Address: MS: 200-1A
Moffett Field CA.
94035

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Plumas-Sierra Rural Electric Cooperative agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

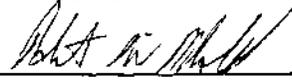
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$82,475.29	\$82,475.29	\$34,922.13	\$34,922.13	\$34,922.13
2003	\$156,427.24	\$303,856.97	\$38,584.02	\$38,584.02	\$303,856.97
2004	\$538,102.50	\$693,377.44	\$40,245.16	\$538,102.50	\$693,377.44
2005	\$621,217.65	\$621,217.65	0	0	\$621,217.65

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

**PLUMAS-SIERRA RURAL ELECTRIC
 COOPERATIVE**

Date of Execution: April 17, 2002

By: 

Title: General Manager

Address: 73233 State Route 70

Portola, CA 96122

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Redding agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

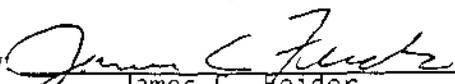
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$408,851.86	\$408,851.86	\$408,000.00	\$408,000.00	\$408,000.00
2003	\$795,244.62	\$1,409,896.35	\$795,245.00	\$795,245.00	\$1,409,896.35
2004	\$2,496,795.59	\$3,217,271.30	\$204,598.29	\$2,496,795.59	\$3,217,271.30
2005	\$2,882,449.92	\$2,882,449.92	0	0	\$2,882,449.92

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7-13-02

CITY OF REDDING

By: 
 Title: Electric Utility Director
 Address: 777 Cypress Avenue
Redding, CA 96001

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Roseville agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$157,548.95	\$157,548.95	\$242,660.95	\$242,660.95	\$242,660.95
2003	\$602,987.68	\$838,645.24	\$602,987.68	\$602,987.68	\$838,645.24
2004	\$1,485,162.90	\$1,913,721.72	\$155,134.97	\$1,485,162.90	\$1,913,721.72
2005	\$1,714,560.73	\$1,714,560.73	0	0	\$1,714,560.73

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution [^] 4/16/2002

By: Tom Habes
 Title: ELECTRIC UTILITY DIRECTOR
 Address: 2090 Hilltop Circle
Roseville, CA 95747
 CITY OF ROSEVILLE

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Col. 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 5A Contribution Commitment Level Amount in Dollars *
2002	\$1,272,375.70	\$1,272,375.70	\$1,300,000.00	\$1,300,000.00	\$1,300,000.00	\$1,300,000.00
2003	\$3,154,761.62	\$4,387,694.67	\$3,160,000.00	\$3,160,000.00	\$4,400,000.00	\$6,800,000.00
2004	\$7,770,200.08	\$10,012,370.18	\$1,500,000.00	\$7,770,300.00	\$10,100,000.00	\$12,700,000.00
2005	\$8,970,382.93	\$8,970,382.93	0	0	\$9,000,000.00	\$4,000,000.00

* To provide funding for multi-year Reclamation projects, SMUD agreed to shift a portion of its funding commitment from FY2005 (\$5,000,000) to FY2003 (\$2,400,000) and FY2004 (\$2,600,000). The funding shift in Revision 5A does not change the sum of SMUD's total Contribution commitment for these three fiscal years. SMUD will receive credits for the advanced funding payments according to the terms of Contract 96-SNR-00110.

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Date of Execution: 9/18/02 *led* By: *Jan Schone*
 Title: General Manager
 Address: P.O. Box 15830, MS B408
Sacramento, CA 95852-1830

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$1,272,375.70	\$1,272,375.70	\$1,300,000.00	\$1,300,000.00	\$1,300,000.00
2003	\$3,154,761.62	\$4,387,694.67	\$3,160,000.00	\$3,160,000.00	\$4,400,000.00
2004	\$7,770,200.08	\$10,012,370.18	\$1,500,000.00	\$7,770,300.00	\$10,100,000.00
2005	\$8,970,382.93	\$8,970,382.93	0	0	\$9,000,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

SACRAMENTO MUNICIPAL UTILITY DISTRICT,


 Date of Execution: 5/15/02 By: Jan Schori
 Title: General Manager
 Address: P.O. Box 15830, MS B408
Sacramento, CA 95852-1830

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The San Juan Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

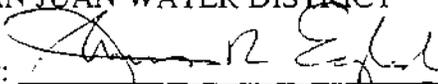
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$3,524.59	\$3,524.59	\$1,492.40	\$1,492.40	\$1,492.40
2003	\$8,738.95	\$12,154.28	\$8,738.95	\$8,738.95	\$2,637.67
2004	\$21,524.10	\$27,735.10	\$2,248.33	\$2,525.66	\$2,529.00
2005	\$24,848.71	\$24,848.71	0	0	\$2,569.29

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: April 16, 2002

SAN JUAN WATER DISTRICT

By: 

Title: General Manager

Address: 9935 Auburn Folsom Road

Granite Bay, CA 95746

Exhibit C, Revision 5
 Santa Clara Valley Water District
 Contract No. 96-SNR-00110

ENACTED COPY- Contract Admin. Unit

Exhibit C

AGMT.#A2125d Req. # 1029-172

(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Santa Clara Valley Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$3,478.77	\$3,478.77	\$3,471.11	\$3,471.11	\$3,471.11
2003	\$8,625.35	\$10,002.97	\$2,127.51	\$2,127.51	\$2,127.51
2004	\$17,714.33	\$22,825.99	\$2,219.10	\$2,219.00	\$2,219.00
2005	\$20,450.49	\$20,450.49	0	0	\$2,114.53

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

SANTA CLARA VALLEY WATER
DISTRICT

Date of Execution: June 26
May, 2002

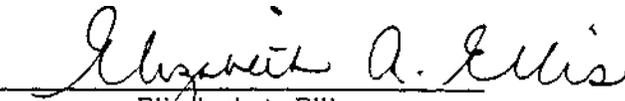
By: Walter Wood
 Title: Chief Executive Officer
 Address: 5750 Almaden Expressway
San Jose, CA 95118

AUTHENTICATED COPY

CERTIFICATE

I, Elizabeth A. Ellis, certify that I am Deputy Clerk of the Board of Directors of the Santa Clara Valley Water District, named as the contractor herein; that Walter L. Wadlow signed in absence for Stanley M. Williams, who signed the contract for advancement of funds contract for Central Valley Project Purchase Power and Wheeling, (Contract No. 96-SNR-001100 Santa Clara Valley Water District Agreement No. A2025d) on behalf of said contractor, is the Chief Executive Officer/General Manager of the Santa Clara Valley Water District; and is authorized by the Board of Directors to sign for the Board of Directors of the Water District; that said contract for the Base Resource was duly signed for an on behalf of said contractor by authority of its governing body and is within the scope of its corporate powers.

Signed:


Elizabeth A. Ellis

Title: Deputy Clerk/Board of Directors

Date: July 2, 2002

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, Ca 95118

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Shasta Lake agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$40,356.50	\$40,356.50	\$40,267.65	\$40,267.65	\$40,267.65
2003	\$100,061.00	\$139,166.49	\$100,061.00	\$100,061.00	\$139,166.49
2004	\$246,450.94	\$317,566.87	\$25,743.41	\$246,450.94	\$317,566.87
2005	\$284,517.69	\$284,517.69	0	0	\$284,517.69

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SHASTA LAKE

Date of Execution: 4/29/02

By: Carol Martin
Title: Interim City Manager
Address: PO Box 777
Shasta Lake, Ca 96019

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sonoma County Water Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$10,573.76	\$10,573.76	\$16,114.09	\$16,114.09	\$16,114.09
2003	\$52,433.71	\$18,231.42	\$52,433.71	\$52,433.71	\$18,231.42
2004	\$32,286.15	\$41,602.65	\$13,490.00	\$32,286.15	\$41,602.65
2005	\$37,273.06	\$37,273.06	0	0	\$37,273.06

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4/22/02

SONOMA COUNTY WATER AGENCY

By: 

Title: GENERAL MANAGER/CHIEF ENGINEER

Address: POST OFFICE BOX 11628

SANTA ROSA, CA 95406-1628

UNREPLICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Trinity Public Utilities District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$59,917.95	\$59,917.95	\$60,000.00	\$60,000.00	\$60,000.00
2003	\$155,116.40	\$215,738.45	\$200,000.00	\$200,000.00	\$250,000.00
2004	\$382,052.77	\$492,297.98	\$39,907.91	\$400,000.00	\$500,000.00
2005	\$441,064.53	\$441,064.53	0	0	\$500,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

TRINITY PUBLIC UTILITIES DISTRICT

Date of Execution: 4/18/02

By: [Signature]

Title: GM

Address: Box 1216

Wendellville Ca 96093

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Turlock Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

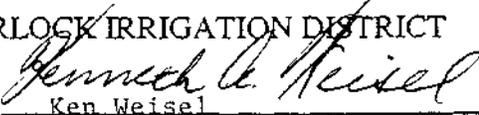
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$13,890.39	\$13,890.39	\$6,000.00	\$6,000.00	\$6,000.00
2003	\$34,440.21	\$37,909.20	\$34,440.21	\$34,440.21	\$37,909.20
2004	\$67,133.97	\$86,505.77	\$8,860.68	\$67,133.97	\$86,505.77
2005	\$77,503.11	\$77,503.11	0	0	\$77,503.11

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4-17-02

TURLOCK IRRIGATION DISTRICT

By: 
 Ken Weisel

Title: AGM, Energy Resources

Address: 333 E. Canal Drive

Turlock, CA 95381

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 5, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Ukiah agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 3 Contribution Commitment Level Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars
2002	\$21,757.16	\$21,757.16	\$9,212.58	\$9,212.58	\$9,212.58
2003	\$76,666.82	\$84,618.09	\$18,910.48	\$18,910.48	\$18,910.48
2004	\$149,850.78	\$193,091.75	\$19,724.62	\$19,724.62	\$19,724.62
2005	\$172,996.69	\$172,996.69	0	0	\$14,416.39

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2002 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF UKIAH

Date of Execution: 4/26/02

By: DARREYL L. BARNES

Title: DIRECTOR OF PUBLIC UTILITIES

Address: 500 SEMINARY AVE

Darrell L. Barnes

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara, d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

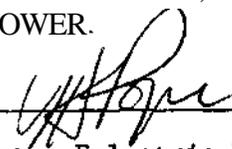
Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revision No. 4 Contribution Commitment Level Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$1,659,448.00	\$1,193,146.58	\$1,659,448.00	\$1,659,448.00
2004	\$3,786,728.32	\$2,938,728.41	\$3,786,728.32j	\$3,786,728.32
2005	\$3,392,643.55	0	\$3,392,643.55	\$3,392,643.55
2006	\$4,359,924.01	0	0	\$4,359,924.0:

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SANTA CLARA, d.b.a.SILICON VALLEY POWER.

Date of Execution: May 27, 2003

By: 

Title: Director Eelectric Utility

Address: 1500 Warburton Avenue
Santa Clara, CA 95050

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Alameda Power and Telecom agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$194,954.63	\$185,000.00	\$195,000.00	\$195,000.00
2004	\$444,870.96	\$350,000.00	\$445,000.00	\$ 445,000.00
2005	\$398,573.25	0	\$400,000.00	\$ 400,000.00
2006	\$512,210.92	0	0	\$ 400,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6/24/03

By: [Signature]
 Title: GENERAL MANAGER
 Address: 2000 GRAND ST.
ALAMEDA, CA 94501

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Arvin-Edison Water Storage District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$364,628.37	\$262,168.56	\$364,628.37	\$364,628.37
2004	\$832,052.92	\$67,449.99	\$832,052.92	\$832,052.92
2005	\$745,461.19	0	\$745,461.19	\$745,461.19
2006	\$958,000.47	0	0	\$958,000.47

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

ARVIN-EDISON WATER STORAGE
DISTRICT

Date of Execution: 7/2/03

By: Steve Colby
 Title: Engineer-Manager
 Address: 20401 Bear Mountain Blvd.
 Mailing: P.O. Box 175, Arvin, CA 93203-0175

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Banta-Carbona Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$44,970.83	\$7,975.47	\$7,975.47	\$7,975.47
2004	\$102,619.86	\$8,313.83	\$8,313.83	\$8,313.83
2005	\$91,940.21	0	0	0
2006	\$118,153.39	0	0	0

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7/18/03

BANTA-CARBONA IRRIGATION
 DISTRICT

By: 

Title: General Manager

Address: 3514 W. Lehman Rd.

Tracy, CA 95304

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Bay Area Rapid Transit District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$48,617.12	\$34,955.81	\$48,617.12	\$48,617.12
2004	\$110,940.39	\$86,096.40	\$110,940.39	\$110,940.39
2005	\$99,394.82	0	\$99,394.82	\$99,394.82
2006	\$127,733.40	0	0	\$127,733.40

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7/24/03

BAY AREA RAPID TRANSIT DISTRICT

By: Robert S. Umbeck

Title: MANAGER OF BUDGETS

Address: 800 MADISON
OAKLAND CA

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Biggs agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$51,047.97	\$11,360.64	\$11,360.64	\$11,360.64
2004	\$116,487.41	\$10,607.77	\$10,607.77	\$116,487.41
2005	\$104,364.57	0	0	\$104,364.57
2006	\$134,120.07	0	0	\$134,120.07

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6/17/03

CITY OF BIGGS
 By: Randy Cagle
 Title: City Administrator
 Address: Box 307
Biggs CA 95917

AUTHENTICATED COPY

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Byron-Bethany Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revision No. 4 Contribution Commitment Level Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$26,739.41	\$4,742.17	\$8,000.00	\$8,000.00
2004	\$61,017.21	\$10,000.00	\$10,000.00	0
2005	\$54,667.15	0	\$10,000.00	10,000
2006	\$70,523.37	0	0	10,000

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

BYRON-BETHANY IRRIGATION
DISTRICT

Date of Execution: 5/22/03

By: [Signature]

Title: CON PLAN

Address: P.O. Box 160
Byron IA 94574

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The California State University, Sacramento agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 5 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$1,215.43	\$215.55	\$215.55	\$215.55
2004	\$2,773.51	\$224.83	\$224.83	224.83
2005	\$2,484.87	0	0	224.83
2006	\$3,193.33	0	0	224.83

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7/1/03

CALIFORNIA STATE UNIVERSITY,
 SACRAMENTO
 By: Brian Dular BRIAN DULAR
 Title: DIRECTOR
 Address: 1901 NAZEL AVE.
RANCHO CORDOVA, CA 95670

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Eastside Power Authority agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$46,089.03	\$38,870.86	\$38,870.56	\$38,870.56
2004	\$105,171.49	\$10,000.58	\$9,589.96	9,589.96
2005	\$94,226.29	0	\$9,742.76	9,742.76
2006	\$121,091.26	0	0	11,300.41

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution 6/22/03

EASTSIDE POWER AUTHORITY

By: D. R. B...

Title: Manager

Address: 14181 Ave 24

Delano, CA 93215

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Gridley agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$114,250.22	\$36,703.60	\$36,703.60	\$36,703.60
2004	\$260,709.92	\$202,326.54	\$202,326.54	202,326.54
2005	\$233,577.84	0	0	233,577.84
2006	\$300,173.48	0	0	300,173.48

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6-2-03

CITY OF GRIDLEY

By: Frank W. Cook

Title: MAYOR

Address: 685 Kentucky St.

Gridley CA. 95948

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Healdsburg agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$29,401.20	\$28,322.94	\$28,322.94	\$28,322.94
2004	\$67,091.20	\$52,066.80	\$52,066.80	\$52,066.80
2005	\$60,109.02	0	\$60,109.02	\$60,109.02
2006	\$77,246.77	0	0	\$77,246.77

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: May 28, 2007

CITY OF HEALDSBURG

By: William [Signature]
 Title: Electric Utility Director
 Address: 401 Grove St
Healdsburg, CA 95448

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Lassen Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revision No. 4 Contribution Commitment Level Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$36,462.84	\$100,000.00	\$100,000.00	\$100,000.00
2004	\$83,205.29	\$100,000.00	\$100,000.00	100,000
2005	\$74,546.12	0	\$100,000.00	100,000
2006	\$95,800.05	0	0	100,000

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6/30/07

LASSEN MUNICIPAL UTILITY DISTRICT
 By: [Signature]
 Title: GENERAL MANAGER
 Address: 65 S. ROOP STREET
SUSANVILLE, CA 96130

LEGAL REVIEW
 [Signature]
 INT DATE

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Lodi agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$114,845.78	\$115,668.77	\$115,668.77	\$115,668.77
2004	\$262,068.94	\$29,758.93	\$29,758.93	29,758.93
2005	\$234,795.42	0	\$75,000.00	75,000.00
2006	\$301,738.22	0	0	0

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 8.20.03

CITY OF LODI

By: Alan N Valluer Jr
 Title: Electric Utility Director
 Address: 1331 S. Ham Lane
LODI CA 95242

Exhibit C
 (Individual Customer Commitment and Contribution)

- 1 This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

- 2 The City of Lompoc agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revision No. 4 Contribution Commitment Level Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$45,153.15	\$45,416.33	\$45,416.33	\$45,416.33
2004	\$103,035.89	\$11,684.59	\$11,684.59	20335.76
2005	\$92,312.94	0	\$92,312.94	92312.94
2006	\$118,632.39	0	0	11085.65

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any are not shown fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s) to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: June 5, 2003

CITY OF LOMPOC

By: 

Title: City Administrator

Address: 400 Civic Center Plaza
Lompoc, CA 93436

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

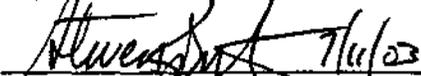
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$972,342.31	\$172,442.75	\$972,342.31	\$972,342.31
2004	\$2,218,807.80	\$202,052.80	\$2,218,807.80	\$2,218,807.80
2005	\$1,987,896.49	0	\$1,987,896.49	\$1,987,896.49
2006	\$2,554,667.92	0	0	\$2,554,667.92

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution:

NASA, AMES RESEARCH CENTER

By: 

Title: Deputy Director (Acting)

Address: M/S N200-2

Moffett Field, CA 94035

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

The NASA, Ames Research Center-Moffett agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

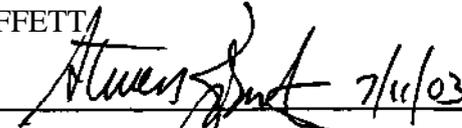
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$60,880.78	\$10,797.06	\$60,880.78	\$60,880.78
2004	\$138,925.10	\$12,651.03	\$138,925.10	\$138,925.10
2005	\$124,467.17	0	\$124,467.17	\$124,467.17
2006	\$159,954.15	0	0	\$159,954.15

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: _____

NASA, AMES RESEARCH CENTER-MOFFETT

By:  7/11/03

Title: Deputy Director (Acting)

Address: M/S N200-2

Moffett Field, CA 94035

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Palo Alto agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

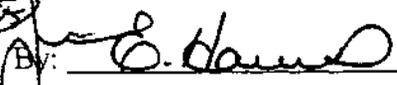
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$2,126,998.8	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00
2004	\$4,853,642.05	\$3,800,000.00	\$3,800,000.00	\$4,900,000.00
2005	\$4,348,523.58	0	\$4,400,000.00	\$4,400,000.00
2006	\$5,588,336.09	0	0	\$5,600,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7/30/03

CITY OF PALO ALTO

By: 

Title: Asst. City Mgr

Address: 250 Hamilton Ave
Palo Alto CA 94301

AUTHENTICATED COPY

RESOLUTION NO. 8319

RESOLUTION OF THE COUNCIL OF THE CITY OF PALO ALTO APPROVING INCREASES IN PALO ALTO'S CONTRIBUTION COMMITMENT LEVELS FOR FY 2004, 2005 AND 2006 TO THE FUNDING OF OPERATION AND MAINTENANCE FOR THE CENTRAL VALLEY PROJECT POWER FACILITIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE EXHIBIT C, REVISION 6 TO THE AGREEMENT

WHEREAS, the City of Palo Alto ("City") has negotiated and executed several contracts with the Western Area Power Administration of the U.S. Department of Energy ("WAPA"), including an Agreement For The Funding Of Operation and Maintenance For Central Valley Project Power Facilities ("O&M Funding Contract"); and

WHEREAS, the City has provided funds to WAPA and the U.S. Bureau of Reclamation to pay for the operation, maintenance and improvements to the Central Valley Project and the Shasta Dam, among other facilities, and the federal agencies are repaying these funds by crediting Palo Alto's account for energy received in the amount of the funds contributed in the month following the contribution; and

WHEREAS, the parties by Exhibit C (Individual Customer Commitment and Contribution) ("Exhibit C") to the OEM Funding Contract establish the amounts which the City will direct to the Operation and Maintenance funding program benefited by the City's contributions.

NOW, THEREFORE, the Council of the City of Palo Alto does hereby RESOLVE as follows:

SECTION 1. The Council hereby approves the sixth revision to the City of Palo Alto's Fair-Share Amount Contribution commitment level for FY 2004, 2005 and 2006 in the amounts of \$4,900,000.00, \$4,400,000.00 and \$5,600,000.00, respectively, set forth in Exhibit C to the O&M Funding Contract, and further authorizes the City Manager to execute the revised Exhibit C.

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AUTHENTICATED COPY

AUTHENTICATED COPY

SECTION 2. The Council finds that the adoption of this resolution does not constitute a project under the California Environmental Quality Act, and therefore no environmental assessment is required.

INTRODUCED AND PASSED: July 14, 2003

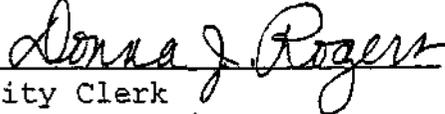
AYES: BEECHAM, BURCH, FREEMAN, KISHIMOTO, KLEINBERG, MORTON, MOSSAR, OJAKIAN

NOES: LYTLE

ABSENT:

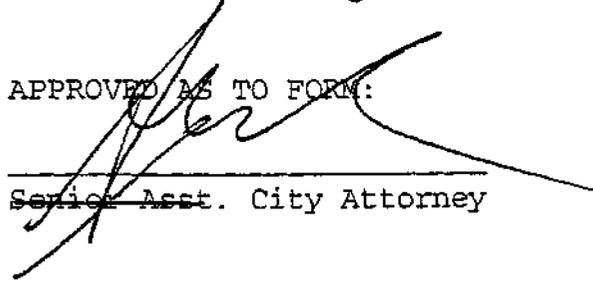
ABSTENTIONS:

ATTEST:



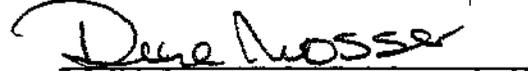
City Clerk

APPROVED AS TO FORM:



Senior Asst. City Attorney

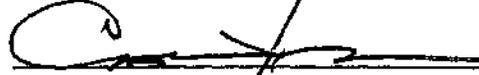
APPROVED:



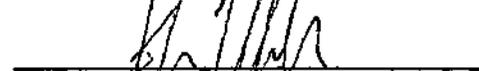
Mayor



City Manager



Director of Administrative Services



Director of Utilities

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Plumas-Sierra Rural Electric Cooperative agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$303,856.97	\$38,584.02	\$303,856.97	\$303,856.97
2004	\$693,377.44	\$538,102.50	\$693,377.44	\$ 693,377.44
2005	\$621,217.65	0	\$621,217.65	\$ 621,217.65
2006	\$798,333.73	0	0	\$ 798,333.73

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Year(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

PLUMAS-SIERRA RURAL ELECTRIC
 COOPERATIVE

Date of Execution: May 29, 2003

By: 
 Title: General Manager
 Address: 73233 State Route 70
Portola, CA 96122

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Redding agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$1,409,896.35	\$795,245.00	\$1,409,896.35	\$1,409,896.35
2004	\$3,217,271.30	\$2,496,795.59	\$3,217,271.30	\$3,217,271.30
2005	\$2,882,449.92	0	\$2,882,449.92	\$2,882,449.92
2006	\$3,704,268.49	0	0	\$3,704,268.49

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7-3-03

CITY OF REDDING

By: 

Title: James C. Feider
Electric Utility Director

Address: 777 Cypress Avenue
Redding, CA 96001

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Roseville agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$838,645.24	\$602,987.68	\$838,645.24	\$838,645.24
2004	\$1,913,721.72	\$1,485,162.90	\$1,913,721.72	\$1,913,721.72
2005	\$1,714,560.73	0	\$1,714,560.73	\$1,714,560.73
2006	\$2,203,401.09	0	0	\$2,203,401.09

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6-19-03

CITY OF ROSEVILLE

By: Patty Dunn for
 Patty Dunn, Assistant City Manager, for
 Title: W. Craig Robinson, City Manager
 311 Vernon Street
 Address: Roseville, CA 95678

RESOLUTION NO. 03-286

APPROVING A REVISION TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND WESTERN AREA POWER ADMINISTRATION AND AUTHORIZING THE CITY
MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Revision 6 to Exhibit C of the Western Area Power Administration contract no. 96-SNR-00110 regarding the Central Valley Project Power Facilities, between City of Roseville and Western Area Power Administration, has been reviewed by the Council;

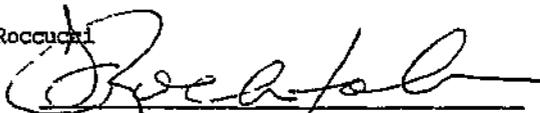
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 18th day of June _____, 2003, by the following vote on roll call:

AYES COUNCILMEMBERS: Earl Rush, Jim Gray, Gina Garbolino, F.C. "Rocky" Rockholm

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS:

Richard Roccupoli

MAYOR

ATTEST:


Assistant City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

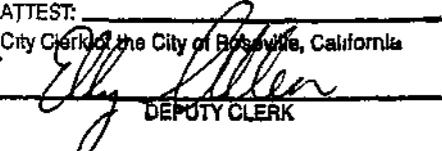
ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

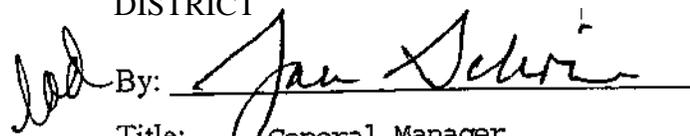
Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revision No. 4 Contribution Commitment Level Amount in Dollars	Column 4 Revision No. 5A Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$4,387,694.67	\$3,160,000.00	\$6,800,000.00	\$6,800,000.00
2004	\$10,012,370.18	\$7,770,300.00	\$12,700,000.00	\$12,700,000.00
2005	\$8,970,382.93	0	\$4,000,000.00	\$4,000,000.00
2006	\$11,527,939.01	0	0	\$11,600,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

SACRAMENTO MUNICIPAL UTILITY
 DISTRICT

Date of Execution: 6/20/03

By: 

Title: General Manager

Address: 6201 S Street

Sacramento, CA 95817-1899

Exhibit C
 (Individual Customer Commitment and Contribution)

This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.

The San Juan Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.

Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$12,154.28	\$8,738.95	\$2,637.67	\$2,637.67
2004	\$27,735.10	\$2,525.66	\$2,529.00	\$2,529.00
2005	\$24,848.71	0	\$2,569.29	\$2,569.29
2006	\$31,933.35	0	0	0

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/21/03

SAN JUAN WATER DISTRICT

By: 

Title: General Manager

Address: 9935 Auburn Folsom Road

Granite Bay, CA 95746

AUTHENTICATED COPY

Exhibit C, Revision 6
Santa Clara Valley Water District
Contract No. 96-SNR-00110

ENACTED COPY - Contract Admin. Unit
AGMT. # A2025e Req. # 1029-218

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Santa Clara Valley Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$10,002.97	\$2,127.51	\$2,127.51	\$2,127.51
2004	\$22,825.99	\$2,219.00	\$2,219.00	\$2,219.00
2005	\$20,450.49	0	\$2,114.53	\$2,114.53
2006	\$26,281.15	0	0	\$2,452.59

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

SANTA CLARA VALLEY WATER DISTRICT

Date of Execution: June 12, 2003

By: 

Title: Chief Executive Officer

Address: 5750 Almaden Expressway
San Jose, CA 95118

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Shasta Lake agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.T of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$139,166.49	\$100,061.00	\$139,166.49	\$139,166.49
2004	\$317,566.87	\$246,450.94	\$317,566.87	\$317,566.87
2005	\$284,517.69	0	\$284,517.69	\$284,517.69
2006	\$365,636.85	0	0	\$365,636.85

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution:

CITY OF SHASTA LAKE

By: 

Title: CITY MANAGER

Address: PO BOX 777
SHASTA LAKE CA 96019

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sonoma County Water Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

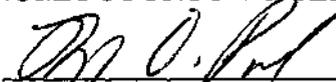
Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$18,231.42	\$52,433.71	\$18,231.42	\$18,231.42
2004	\$41,602.65	\$32,286.15	\$41,602.65	\$41,602.65
2005	\$37,273.06	0	\$37,273.06	\$37,273.06
2006	\$47,900.02	0	0	\$47,900.02

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 05/27/03

SONOMA COUNTY WATER AGENCY

By: 

Title: General Manager/Chief Engineer

Address: 2150 West College Avenue

Santa Rosa, CA 95401

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Trinity Public Utilities District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$215,738.45	\$200,000.00	\$250,000.00	\$250,000.00
2004	\$492,297.98	\$400,000.00	\$500,000.00	\$500,000.00
2005	\$441,064.53	0	\$500,000.00	\$500,000.00
2006	\$566,816.95	0	0	\$500,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: May 29, 2003

TRINITY PUBLIC UTILITIES DISTRICT

By: 

Title: General Manager

Address: P.O. Box 1216

Weaverville, CA 96093

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Turlock Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5
FY	Fair-Share Amount in Dollars	Revision No. 4 Contribution Commitment Level Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$37,909.20	\$34,440.21	\$37,909.20	\$37,909.20
2004	\$86,505.77	\$67,133.97	\$86,505.77	\$86,505.77
2005	\$77,503.11	0	\$77,503.11	\$77,503.11
2006	\$99,600.12	0	0	\$99,600.12

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6/2/03

TURLOCK IRRIGATION DISTRICT

By: *Gennett A. Weisel*
 Ken Weisel

Title: Asst. General Manager, Energy Resources

Address: 333 East Canal Drive

:- Turlock, CA 95380

AUTHENTICATED COPY

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 6, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Ukiah agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revision No. 4 Contribution Commitment Level Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars
2003	\$84,618.09	\$18,910.48	\$18,910.48	\$18,910.48
2004	\$193,091.75	\$19,724.62	\$19,724.62	19,724.62
2005	\$172,996.69	0	\$14,416.39	14,416.39
2006	\$222,319.98	0	0	0

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2003 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF UKIAH

Date of Execution: 7/7/03

By: Henry Z. Barnes
Title: Director of Public Utilities
Address: 300 Democracy Ave.
Ukiah, California 95482



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

MAY 23 2005

CITY OF SANITA CLARA
MAY 31 2005
ELECTRIC RESOURCES DEPT.

Operation and Maintenance Funding Customers
(See Enclosed List)

Dear Sir or Madam:

Enclosed for your files is one (1) original of your Exhibit C, Revision 7, Individual Customer Commitment and Contribution, and one (1) authenticated copy each of the other participating Customer's Exhibit C, Revision 7, as part of Contract No. 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for the Central Valley Project Power Facilities (Agreement). Exhibit C, Revision 7, sets forth each customer's contribution commitment for fiscal year 2007 as defined in Section 8 of the Agreement.

If you have any questions, please contact Mr. Russell Knight at (916) 353-4523.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "James D. Keselburg".

James D. Keselburg
Regional Manager

Enclosures

ADDRESSEE LIST

Ms. Valerie Fong
General Manager
Alameda Power & Telecom
2000 Grand Street
Alameda CA 94501-1228

Mr. Steven C. Collup
Engineer-Manager
Arvin-Edison Water Storage District
20401 Bear Mountain Blvd.
Arvin CA 93203-0175

Mr. David K. Weisenberger
General Manager
Banta-Carbona Irrigation District
3514 W. Lehman Road
Tracy CA 95376

Ms. Connie Lloyd
Senior Energy Analyst
Bay Area Rapid Transit District
800 Madison St., Third Floor
Oakland CA 94607

Mr. Rick Gilmore
General Manager
Byron-Bethany Irrigation District
3944 Main Street
Byron CA 94514

Mr. Jack Slota
City Administrator
City of Gridley
685 Kentucky Street
Gridley CA 95948

Mr. Randy Cagle
City Administrator
City of Biggs
465 C Street
Biggs CA 95917

Mr. Rodney Ray
Electric Utility Manager
City of Lompoc
100 Civic Center Plaza
Lompoc CA 93436

Mr. William Duarte
Electric Utility Director
City of Healdsburg
401 Grove Street
Healdsburg CA 95448

Mr. James C. Feider
Electric Utility Director
City of Redding
777 Cypress Avenue
Redding CA 96001

Mr. John Ulrich
Director of Utilities
City of Palo Alto
250 Hamilton Ave., 2nd Floor
Palo Alto CA 94301

Mr. Gerry Cupp
City Manager
City of Shasta Lake
1650 Stanton Drive
Shasta Lake CA 96019-9375

Mr. Tom Habashi
Electric Utility Director
City of Roseville
2075 Hilltop Circle
Roseville CA 95747-9704

Mr. Bernard M. Ziemianek
Public Utilities Director
City of Ukiah
300 Seminary Avenue
Ukiah CA 95482-5400

Mr. Dale R. Brogan
Manager
Eastside Power Authority
14181 Avenue 24
Delano CA 93215

Mr. George Sutton
Electric Power Office Manager
NASA, Ames Research Center
MS 213-8
Moffett Field CA 94035-1000

Ms. Jan Schori
General Manager
Sacramento Municipal Utility District
6201 "S" Street
Sacramento CA 95817-1899

Mr. George Sutton
Electric Power Office Manager
NASA, Ames Research Center
Moffett Federal Airfield
MS 213-8
Moffett Field CA 94035-1000

Mr. Robert W. Marshall
General Manager
Plumas-Sierra Rural Electric
Cooperative
73233 Highway 70, Suite A
Portola CA 96122-7064

Mr. Bill Stewart
Controller
Lassen Municipal Utility District
65 S. Roop Street
Susanville CA 96130-4335

Mr. Arvind Tailor
Senior Electrical Engineer
Santa Clara Valley Water District
5905 Winfield
San Jose CA 95118-3686

Ms. Shauna Lorance
General Manager
San Juan Water District
9935 Auburn-Folsom Road
Granite Bay CA 95746

Ms. Junona A. Jonas
Director of Electric Utility
Silicon Valley Power
1500 Warburton Avenue
Santa Clara CA 95050

Mr. Randy Poole
General Manager/Chief Engineer
Sonoma County Water Agency
2150 West College Avenue
Santa Rosa CA 95401

Mr. Ken Weisel
Assistant General Manager
Energy Resources
Turlock Irrigation District
333 East Canal Drive
Turlock CA 95380

Mr. Rick Coleman
General Manager
Trinity Public Utilities District
26 Ponderosa
Weaverville CA 96093

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$3,786,728.32	\$3,786,728.32	\$3,786,728.32	\$3,786,728.32	\$3,786,728.32
2005	\$3,392,643.55	\$2,653,441.25	\$3,392,643.55	\$3,392,643.55	\$3,392,643.55
2006	\$4,359,924.01	\$4,087,932.79	\$0	\$4,359,924.01	\$4,359,924.01
2007	\$4,676,018.47	\$4,674,018.47	\$0	\$0	\$4,676,018.47

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

Date of Execution: July 21, 2007

By: Jennifer Sparacino
 Jennifer Sparacino

ATTEST:

J. E. Boccia
 City Clerk

Title: City Manager

Address: 1500 Warburton

Santa Clara, CA 95050

APPROVED AS TO FORM:

Roland D. Pfeifer
 ROLAND D. PFEIFER
 Assistant City Attorney

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Alameda Power and Telecom agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

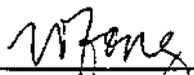
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$444,870.96	\$444,870.96	\$445,000.00	\$445,000.00	\$445,000.00
2005	\$398,573.25	\$311,730.57	\$400,000.00	\$400,000.00	\$400,000
2006	\$512,210.92	\$480,256.95	\$0	\$400,000.00	\$400,000
2007.	\$549,111.24	\$549,111.24	\$0	\$0	\$550,000

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

ALAMEDA POWER AND TELECOM

Date of Execution: June 1, 2004

By: 

Title: General Manager

Address: 2000 Grand Street

Alameda, CA 94501

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement
2. The Arvin-Edison Water Storage District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

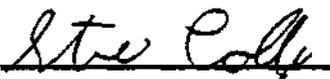
Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revised Fair-Share Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars	Column 6 Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$832,052.92	\$832,052.92	\$832,052.92	\$832,052.92	\$832,052.92
2005	\$745,461.19	\$583,037.22	\$745,461.19	\$745,461.19	
2006	\$958,000.47	\$898,236.19	\$0	\$958,000.47	
2007	\$1,027,016.04	\$1,027,016.04	\$0	\$0	

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

ARVIN-EDISON WATER STORAGE
DISTRICT

Date of Execution: July 19, 2004

By: 

Title: Engineer-Manager

Address: P.O. BOX 175
Arvin, GA 93203-0175

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Banta-Carbona Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revised Fair-Share Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars	Column 6 Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$102,619.86	\$102,619.86	\$8,313.83	\$8,313.83	\$8,313.83
2005	\$91,940.21	\$71,907.92	\$0	\$0	0.00
2006	\$118,153.39	\$110,782.46	\$0	\$0	0.00
2007	\$126,665.31	\$126,665.31	\$0	\$0	\$126,665.31

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

BANTA-CARBONA IRRIGATION
 DISTRICT)

Date of Execution: 8/18/04

By: *David W. Humberg*

Title: General Manager

Address: 3514 W. Lehman Rd.

Tracy, CA 95304

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Bay Area Rapid Transit District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revised Fair-Share Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars	Column 6 Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$110,940.39	\$110,940.39	\$110,940.39	\$110,940.39	\$110,940.39
2005	\$99,394.82	\$77,738.30	\$99,394.82	\$99,394.82	\$99,394.82
2006	\$127,733.40	\$119,764.83	\$0	\$127,733.40	\$127,733.40
2007	\$136,935.47	\$136,935.47	\$0	\$0	\$136,935.47

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4-8-04

BAY AREA RAPID TRANSIT DISTRICT

By: [Signature]

Title: MANAGER

Address: 300 LAKE SIDE -
DANLAND

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement
2. The City of Biggs agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revised Fair-Share Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars	Column 6 Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$116,487.41	\$116,487.41	\$10,607.77	\$116,487.41	\$116,487.41
2005	\$104,364.57	\$81,625.21	\$0	\$104,364.57	\$104,364.57
2006	\$134,120.07	\$125,753.07	\$0	\$134,120.07	\$134,120.07
2007	\$143,782.25	\$143,782.25	\$0	\$0	\$143,782.25

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4/19/04

CITY OF BIGGS

By: Ronaldy Coyle

Title: City Administrator

Address: 465 C Street
Biggs CA 95917

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Byron-Bethany Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$61,017.21	\$61,017.21	\$10,000.00	\$10,000.00	\$10,000.00
2005	\$54,667.15	\$42,756.060	\$10,000.00	\$10,000.00	10,000.00
2006	\$70,523.37	\$65,870.65	\$0	\$10,000.00	10,000.00
2007	\$75,314.51	\$75,314.51	\$0	\$0	10,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

BYRON-BETHANY IRRIGATION
 DISTRICT

Date of Execution: 3/22/04

By: [Signature]

Title: General Manager

Address: P.O. Box 160
Byron Co 94524

AUTHENTICATED COPY

Exhibit C
(Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Eastside Power Authority agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$105,171.49	\$105,171.49	\$9,589.96	\$9,589.96	\$9,589.96
2005	\$94,226.29	\$73,695.90	\$9,742.76	\$9,742.76	\$9,742.76
2006	\$121,091.26	\$113,537.05	\$0	\$11,300.41	\$11,300.41
2007	\$129,814.83	\$129,814.83	\$0	\$0	\$12,297.46

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 8/25/04

EASTSIDE POWER AUTHORITY

By: 

Title: President

Address: 14181 Avenue 24

Delano, CA 93215

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement
2. The City of Gridley agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$260,709.92	\$260,709.92	\$202,326.54	\$202,326.54	\$202,326.54
2005	\$233,577.84	\$182,684.99	\$0	\$233,577.84	\$233,577.84
2006	\$300,173.48	\$281,447.34	\$0	\$300,173.48	\$300,173.48
2007	\$321,798.36	\$321,798.36	\$0	\$0	\$321,798.36

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4-5-04

CITY OF GRIDLEY
 By: Frank W Cook
 Title: Mayor
 Address: 685 Kentucky St.
Gridley, CA. 95948

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Healdsburg agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$67,091.20	\$67,091.20	\$52,066.80	\$52,066.80	\$52,066.80
2005	\$60,109.02	\$47,012.23	\$60,109.02	\$60,109.02	\$60,109.02
2006	\$77,246.77	77,246.77\$	\$0	\$77,246.77	\$77,246.77
2007	\$82,811.73	\$82,811.73\$	\$0	\$0	82,811.73

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7/2/04

CITY OF HEALDSBURG
 By: William Gust
 Title: Electric Utility Director
 Address: 401 Grove St
HEALDSBURG, CA 95448

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Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Lassen Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$83,205.29	\$83,205.29	\$100,000.00	\$100,000.00	\$100,000.00
2005	\$74,546.12	\$58,303.72	\$100,000.00	\$100,000.00	\$100,000.00
2006	\$95,800.05	\$89,823.62	\$0	\$100,000.00	\$100,000.00
2007	\$102,701.60	\$102,701.60	\$0	\$0	\$103,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4-5-04

LASSEN MUNICIPAL UTILITY DISTRICT

By: [Signature]

Title: GENERAL MANAGER

Address: 65 S. ROOP STREET
SUSANVILLE, CA 96130

LEGAL REVIEW
<i>JPC 3/22/04</i>
INT DATE

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Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Lompoc agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$103,035.89	\$103,035.89	\$11,684.59	\$20,335.76	\$20,335.76
2005	\$92,312.94	\$72,199.44	\$92,312.94	\$92,312.94	92,312.94
2006	\$118,632.39	\$111,231.58	\$0	\$11,085.65	118,632.39
2007	\$127,178.82	\$127,178.82	\$0	\$0	127,178.82

118,632.39
 RR

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 24 May 01

CITY OF LOMPOC
 By: [Signature]
 Title: CITY ADMINISTRATOR
 Address: PO BOX 8001
Lompoc, CA 93431-8001

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revised Fair-Share Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars	Column 6 Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$2,218,807.80	\$2,218,807.80	\$2,218,807.80	\$2,218,807.80	\$2,218,807.80
2005	\$1,987,896.49	\$1,554,765.91	\$1,987,896.49	\$1,987,896.49	\$1, 987,896.49
2006	\$2,554,667.92	\$2,395,296.51	\$0	\$2,554,667.92	\$2,554,667.92
2007	\$2,738,709.44	\$2,738,709.44	\$0	\$0	\$2,738,704.44

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

NASA, AMES RESEARCH CENTER

Date of Execution: 4-30-04

By: 
 Title: Deputy Director, ARC
 Address: Moffett Field, CA
94035

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center-Moffett agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revised Fair-Share Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars	Column 6 Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$138,925.10	\$138,925.10	\$138,925.10	\$138,925.10	\$138,925.10
2005	\$124,467.17	\$97,347.78	\$124,467.17	\$124,467.17	\$124,467.17
2006	\$159,954.15	\$149,975.50	\$0	\$159,954.15	\$159,954.15
2007	\$171,477.45	\$171,477.45	\$0	\$0	\$171,477.45

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

NASA, AMES RESEARCH CENTER-MOFFETT

Date of Execution: 4-30-01

By: *[Signature]*
 Title: Deputy Center Director
 Address: Moffett Field, CA
94035

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

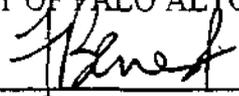
1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Palo Alto agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$4,853,642.05	\$4,853,642.05	\$3,800,000.00	\$4,900,000.00	\$4,900,000.00
2005	\$4,348,523.58	\$3,401,050.44	\$4,400,000.00	\$4,400,000.00	\$4,400,000.00
2006	\$5,588,336.09	\$5,239,711.11	\$0	\$5,600,000.00	\$5,600,000.00
2007	\$5,990,926.91	\$5,990,926.91	\$0	\$0	\$6,000,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: August 4, 2004

CITY OF PALO ALTO
 By: 
 Title: City Manager
 Address: 250 Hamilton Avenue
Palo Alto, CA 94301

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Plumas-Sierra Rural Electric Cooperative agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1 FY	Column 2 Fair-Share Amount in Dollars	Column 3 Revised Fair-Share Amount in Dollars	Column 4 Revision No. 5 Contribution Commitment Level Amount in Dollars	Column 5 Revision No. 6 Contribution Commitment Level Amount in Dollars	Column 6 Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$693,377.44	\$693,377.44	\$693,377.44	\$693,377.44	\$693,377.44
2005	\$621,217.65	\$485,864.35	\$621,217.65	\$621,217.65	621,217.65
2006	\$798,333.73	\$748,530.16	\$0	\$798,333.73	798,333.73
2007	\$855,846.70	\$855,846.70	\$0	\$0	

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

PLUMAS-SIERRA RURAL ELECTRIC
 COOPERATIVE

Date of Execution: March 22, 2004

By: 

Title: General Manager

Address: 73233 State Route 70
Portola, CA 96122

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Redding agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$3,217,271.30	\$3,217,271.30	\$3,217,271.30	\$3,217,271.30	\$3,217,271.30
2005	\$2,882,449.92	\$2,254,410.58	\$2,882,449.92	\$2,882,449.92	\$2,882,449.92
2006	\$3,704,268.49	\$3,473,179.94	\$0	\$3,704,268.49	\$3,704,268.49
2007	\$3,971,128.69	\$3,971,128.69	\$0	\$0	\$3,971,128.69

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6-4-04

CITY OF REDDING
 By: 
 Title: Director, REU
 Address: 777 Cypress Ave.
Redding, CA 96001

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

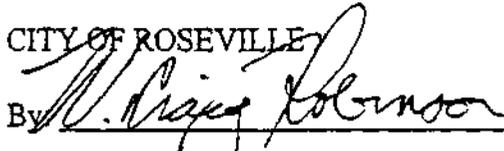
1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Roseville agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$1,913,721.72	\$1,913,721.72	\$1,913,721.72	\$1,913,721.72	\$1,913,721.72
2005	\$1,714,560.73	\$1,340,985.60	\$1,714,560.73	\$1,714,560.73	\$1,714,560.73
2006	\$2,203,401.09	\$2,065,943.24	\$0	\$2,203,401.09	\$2,203,401.09
2007	\$2,362,136.89	\$2,362,136.89	\$0	\$0	\$2,362,136.89

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: April 7, 2004

CITY OF ROSEVILLE
 By: 
 Title: City Manager
 Address: 311 Vernon Street
Roseville, CA 95678

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement
2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$10,012,370.18	\$10,012,370.18	\$12,700,000.00	\$12,700,000.00	\$12,700,000.00
2005	\$8,970,382.93	\$7,015,881.19	\$4,000,000.00	\$4,000,000.00	4,000,000.00
2006	\$11,527,939.01	\$10,808,775.50	\$0	\$11,600,000.00	11,600,000.00
2007	\$12,358,426.36	\$12,358,426.36	\$0	\$0	12,400,000.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Date of Execution: June 9, 2004

By: 
 Title: General Manager
 Address: 6201 S Street
Sacramento, CA 95817

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement
2. The San Juan Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$27,735.10	\$27,735.10	\$2,529.00	\$2,529.00	\$2,529.00
2005	\$24,848.71	\$19,434.57	\$2,569.29	\$2,569.29	\$ 2,569.29
2006	\$31,933.35	\$29,941.21	\$0	\$0	\$ 2,980.06
2007	\$34,233.87	\$34,233.87	\$0	\$0	\$ 3,243.00

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 8/13/04

SAN JUAN WATER DISTRICT
 By: *Shanna Forance*
 Title: GM
 Address: 9935 Auburn Eason Rd.
Granite Bay Ca 95746

Exhibit C
(Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement
2. The Santa Clara Valley Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

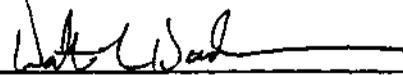
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$22,825.99	\$22,825.99	\$2,219.00	\$2,219.00	\$2,219.00
2005	\$20,450.49	\$15,994.65	\$2,114.53	\$2,114.53	\$2,114.53
2006	\$26,281.15	\$24,641.61	\$0	\$2,452.59	\$2,452.59
2007	\$28,174.47	\$28,174.47	\$0	\$0	\$2,668.99

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

SANTA CLARA VALLEY WATER
DISTRICT

Date of Execution: June, 2004

By: 

for Title: Chief Executive Officer

Address: 5750 Almaden Expressway

San Jose, CA 95118-3614

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Shasta Lake agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$317,566.87	\$317,566.87	\$317,566.87	\$317,566.87	\$317,566.87
2005	\$284,517.69	\$222,525.87	\$284,517.69	\$284,517.69	284,517.69
2006	\$365,636.85	\$342,826.81	\$0	\$365,636.85	365,636.85
2007	\$391,977.79	\$391,977.79	\$0	\$0	391,977.79

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SHASTA LAKE

Date of Execution: 3-22-04

By: Carol Martin

Title: INTERIM CITY MANAGER

Address: PO Box 777 1650 STANTON DR
 SHASTA LAKE CA 96019

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sonoma County Water Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$41,602.65	\$41,602.65	\$41,602.65	\$41,602.65	\$41,602.65
2005	\$37,273.06	\$29,151.86	\$37,273.06	\$37,273.06	\$37,273.06
2006	\$47,900.02	\$44,911.81	\$0	\$47,900.02	\$47,900.02
2007	\$51,350.80	\$51,350.80	\$0	\$0	\$51,350.80

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

SONOMA COUNTY WATER AGENCY

Date of Execution: 7/21/04

By: Pamela June for RDP
 Title: Deputy Chief Engineer
 Address: P.O. Box 11628
Santa Rosa, CA 95406

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement
2. The Trinity Public Utilities District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

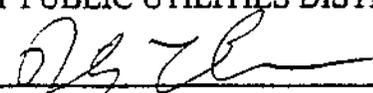
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$492,297.98	\$492,297.98	\$500,000.00	\$500,000.00	\$500,000.00
2005	\$441,064.53	\$344,963.69	\$500,000.00	\$500,000.00	500 000
2006	\$566,816.95	\$531,456.41	\$0	\$500,000.00	550 000
2007	\$607,651.16	\$607,651.16	\$0	\$0	620 000

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

TRINITY PUBLIC UTILITIES DISTRICT

Date of Execution: April 8, 2004

By: 

Title: General Manager

Address: P.O. Box 1216

Weaverville, CA 96093

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Turlock Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

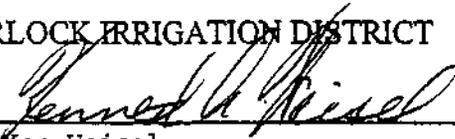
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$86,505.77	\$86,505.77	\$86,505.77	\$86,505.77	\$86,505.77
2005	\$77,503.11	\$60,616.44	\$77,503.11	\$77,503.11	\$60,616.44
2006	\$99,600.12	\$93,386.62	\$0	\$99,600.12	\$93,386.62
2007	\$106,775.43	\$106,775.43	\$0	\$0	\$106,775.43

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: March 22, 2004

TURLOCK IRRIGATION DISTRICT

By: 

Title: AGM, Energy Resources

Address: P.O. Box 949

Turlock, CA 95381

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

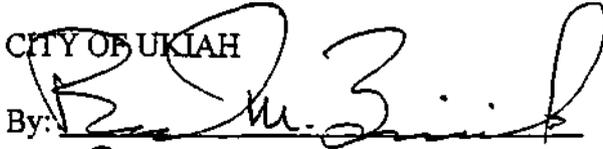
1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Ukiah agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	\$193,091.75	\$193,091.75	\$19,724.62	\$19,724.62	\$19,724.62
2005	\$172,996.69	\$135,303.50	\$14,416.39	\$14,416.39	\$14,416.39
2006	\$222,319.98	\$208,450.68	\$0	\$0	\$17,370.89
2007	\$238,336.19	\$238,336.19	\$0	\$0	\$19,861.34

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6-30-04

CITY OF UKIAH
 By: 
 Title: PUBLIC UTILITIES DIRECTOR
 CITY OF UKIAH
 Address: 300 SEMINARY DRIVE
UKIAH, CA. 95482-5400

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

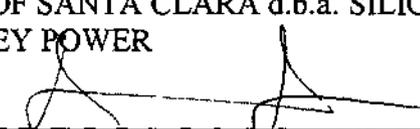
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$4,359,924.01	\$4,087,932.79	\$4,359,924.01	\$4,359,924.01	\$4,359,924.01
2007	\$4,676,018.47	n/a	\$0	\$4,676,018.47	\$4,676,018.47
2008	\$4,406,419.66	n/a	n/a	n/a	\$4,406,419.66
2009	\$4,144,536.22	n/a	n/a	n/a	\$,144,536.22

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4/28/05

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

By: 

Title: Director Electric Utility

Address: 1500 Warburton Avenue
Santa Clara, CA 95050

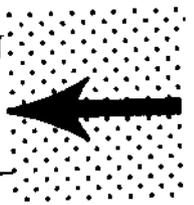


EXHIBIT A
(List of Signatories to Agreement)

1. This Revision No. 6 to Exhibit A, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective on July 1, 2005, and supercedes Exhibit A, Revision 5, and shall remain in effect until either superseded by another Exhibit A or upon termination of the Agreement.
2. Western will update this Exhibit A, as needed, to reflect those Customers who become signatories to the Agreement. The following Customers have signed the Agreement:

Contributors		
Customer	Customer Contact	Customer Representative
Group A		
Northern California Power Agency (NCPA) Includes: Alameda Power and Telecom, Cities of Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, and Plumas Sierra REC	Mr. Jerry Toenyas Consultant 180 CirbyWay Roseville, CA 95678 (916)781-4200 (916) 781-4254 (FAX)	Mr. Jim Pope General Manager 180 Cirby Way Roseville, CA 95678 (916)781-4200 (916) 781-4254 (FAX)
Lassen Municipal Utility District	Mr. Lester L. Leiber General Manager 65 S. Roop Street Susanville, CA 96130 (530) 257-6882 (530) 257-2558 (FAX) cc: Frank Cady	Mr. Bill Stewart Controller 65 S. Roop Street Susanville, CA 96130 (530) 257-6882 (530) 257-2558 (FAX)
Redding, City of Includes: City of Shasta Lake	Mr. Lowell Watros Electric Utility Resource Planner Electric Department City of Redding P.O. Box 496071 Redding, CA 96049-6071 (530) 339-7303 (530) 339-7308 (FAX)	Mr. James Feider Electric Utility Director Electric Department City of Redding P.O. Box 496071 Redding, CA 96049-6071 (530) 339-7350 (530) 339-7389 (FAX)
Roseville, City of	Mr. Mike Bloom Electric Resources Analyst 2090 Hilltop Circle Roseville, CA 95747 (916) 774-5626 (916) 774-5583 (FAX)	Mr. Tom Habashi Electric Utility Director 2090 Hilltop Circle Roseville, CA 95747 (916) 774-5636 (916) 774-5583 (FAX)

Customer	Customer Contact	Customer Representative
Group A (cont.)		
Sacramento Municipal Utility District	Mr. Ed Roman Principal Power Contracts Specialist Sacramento Municipal Utility District P.O. Box 15830 Sacramento, CA 95852-1830 (916) 732-5667 (916) 732-6002 (FAX)	Mr. Brian Jobson Supervisor, Regulatory and Long-Term Contracts Sacramento Municipal Utility District P.O. Box 15830 Sacramento, CA 95852-1830 (916)732-5939 (916) 732-6002 (FAX)
Silicon Valley Power formerly Santa Clara, City of	Mr. Bill Reichmann Senior Electric Utility Engineer Silicon Valley Power 1500 Warburton Avenue Santa Clara, CA 95050 (408) 615-2167 (408) 261-2717 (FAX)	Mr. Ray Camacho Assistant Director of Electric Utility Silicon Valley Power 1500 Warburton Avenue Santa Clara, CA 95050 (408) 615-2186 (408) 261-2717 (FAX)
Turlock Irrigation District	Mr. Ken Weisel Assistant General Manager, Energy Resources Turlock Irrigation District P.O.Box 949 Turlock, CA 95381-0949 (209) 883-8412 (209) 656-2143 (FAX)	Mr. Ken Weisel Assistant General Manager, Energy Resources Turlock Irrigation District P.O.Box 949 Turlock, CA 95381-0949 (209) 883-8412 (209) 656-2143 (FAX)

Customer	Customer Contact	Customer Representative
Group B		
NASA - Ames Research Center	Mr. George Sutton Electric Power Office Manager National Aeronautics and Space Administration Ames Research Center DO: Mail Stop 213-8 Moffett Field, CA 94035-1000 (650)604-0185 (650) 604-4984 (FAX)	Mr. George Sutton Electric Power Office Manager National Aeronautics and Space Administration Ames Research Center DO: Mail Stop 213-8 Moffett Field, CA 94035-1000 (650) 604-0185 (650) 604-4984 (FAX)
NASA-Moffett Federal Air Field	Mr. George Sutton Electric Power Office Manager National Aeronautics and Space Administration Ames Research Center DO: Mail Stop 213-8 Moffett Field, CA 94035-1000 (650) 604-0185 (650) 604-4984 (FAX)	Mr. George Sutton Electric Power Office Manager National Aeronautics and Space Administration Ames Research Center DO: Mail Stop 213-8 Moffett Field, CA 94035-1000 (650) 604-0185 (650) 604-4984 (FAX)
California State University, Sacramento	Mr. Brian Dugar Director, University Union California State University, Sacramento Associated Students, Inc. 1901 Hazel Avenue Rancho Cordova, CA 95670 (916)985-7239 (916) 278-5782 (FAX)	Mr. Brian Dugar Director, University Union California State University, Sacramento Associated Students, Inc. 1901 Hazel Avenue Rancho Cordova, CA 95670 (916) 985-7239 (916) 278-5782 (FAX)
Bay Area Rapid Transit District	Mr. Russ Klein Senior Energy Analyst (LKS-16) Bay Area Rapid Transit District P.O. Box 12688, 300 Lakeside Drive Oakland, CA 94604 (510)464-6811 (510) 464-6118 (FAX)	Mr. Frank Schultz Manager of Energy Division (LKS-16) Bay Area Rapid Transit District P.O. Box 12688, 300 Lakeside Drive Oakland, CA 94604 (510)464-6435 (510) 464-6118 (FAX)

Customer	Customer Contact	Customer Representative
Group C		
Power and Water Resources Pooling Authority (PWRPA) Includes: Arvin-Edison Water Storage District, Banta-Carbona Irrigation District, Bryon-Bethany Irrigation District, Santa Clara Valley Water District, and Sonoma County Water Agency	Mr. David Weisenberger PWRPA Board Chairman c/o Banta-Carbona Irrigation District P.O. Box 299 Tracy, CA 95378-0299 (209) 835-4670 (209) 835-2009 (FAX)	Mr. Stuart Robertson PE Robertson - Bryan, Inc. 9766 Waterman Road, Suite L2 Elk Grove, Ca 95624 (916)687-7799 (916) 714-1804 (FAX)
Eastside Power Authority	Mr. Dale R. Brogan Manager Eastside Power Authority 14181 Avenue 24 Delano, CA 93215 (661) 725-2526 (661) 725-2556	Mr. Stuart Robertson PE Robertson - Bryan, Inc. 9766 Waterman Road, Suite L2 Elk Grove, Ca 95624 (916) 687-7799 (916) 714-1804 (FAX)
San Juan Water District	Mr. Ken Mellor Consultant R.W. Beck 2710 Gateway Oaks Drive, Suite 300 S (916) 614-8244 (916) 929-1710 (FAX)	Ms. Shauna Lorance General Manager San Juan Water District P.O. Box 2157 Granite Bay, CA 95746-2157 (916) 969-2279 (916)791-7361 (FAX)
Group D		
Trinity Public Utilities District	Mr. Rick Coleman General Manager Trinity Public Utilities District P.O. Box 1216 Weaverville, CA 96093-1216 (530) 623-4564 (530) 623-5549 (FAX)	Mr. Rick Coleman General Manager Trinity Public Utilities District P.O. Box 1216 Weaverville, CA 96093-1216 (530) 623-4564 (530) 623-5549 (FAX)

Contract Signatories Non-Contributors		
Customer	Customer Contact	Customer Representative
Group A		
East Bay Municipal Utility District	Mr. John M. Hake Associate Civil Engineer, Special District No. 1 East Bay Municipal Utility District P.O. Box 24055 Oakland, CA 94623-1055 (510)287-1279 (510) 287-1712 (FAX)	Mr. Donald M. D. Gabb Senior Civil Engineer, Special District No. 1 East Bay Municipal Utility District P.O. Box 24055 Oakland, CA 94623-1055 (510)287-1602 (510) 287-1712 (FAX)
Group B		
Air Force, U.S. Department of the	Mr. James M. Snook Utility Rates Management Engineer U.S. Department of the Air Force HQ AFCESA/CESE 139 Barnes Drive, Suite 1 Tyndall Air Force Base, FL 32403 (850) 283-6295 (850) 283-6219 (FAX)	Col William G. Schauz Director of Technical Support U.S. Department of the Air Force HQ AFCESA/CES 139 Barnes Drive, Suite 1 Tyndall Air Force Base, FL 32403 (850) 283-6342 (850) 283-6219 (FAX)
California Medical Center - Vacaville	Mr. Harry Franey Chief, Energy Management Section California Department of Corrections P.O. Box 942883 Sacramento, CA 94283-0001 (916)327-1134 (916) 323-0986	Mr. Harry Franey Chief, Energy Management Section California Department of Corrections P.O. Box 942883 Sacramento, CA 94283-0001 (916)327-1134 (916) 323-0986
DOE-Lawrence Berkeley	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Berkeley Site Office; MS 1023 1 Cyclotron Road Berkeley, CA 94621 (510)486-4705 (510) 486-4704 (FAX)	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Berkeley Site Office; MS 1023 1 Cyclotron Road Berkeley, CA 94621 (510)486-4705 (510) 486-4704 (FAX)
DOE-Lawrence Livermore & Site 300	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Berkeley Site Office; MS 1023 1 Cyclotron Road Berkeley, CA 94621 (510)486-4705 (510) 486-4704 (FAX)	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Berkeley Site Office; MS 1023 1 Cyclotron Road Berkeley, CA 94621 (510)486-4705 (510) 486-4704 (FAX)

Customer	Customer Contact	Customer Representative
DOE-Stanford Linear Accelerator	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Berkeley Site Office; MS 1023 1 Cyclotron Road Berkeley, CA 94621 (510)486-4705 (510) 486-4704 (FAX)	Mr. Mark R. Clark Electric Utilities Manager U.S. Department of Energy Berkeley Site Office; MS 1023 1 Cyclotron Road Berkeley, CA 94621 (510)486-4705 (510) 486-4704 (FAX)
Group C		
West Side Irrigation District	Ms. Barbara Kleinert Secretary/Treasurer The West Side Irrigation District P.O. Box 177 Tracy, CA 95378-0177 (209) 835-0503 (209) 835-2702 (FAX)	Ms. Barbara Kleinert Secretary/Treasurer The West Side Irrigation District P.O. Box 177 Tracy, CA 95378-0177 (209) 835-0503 (209) 835-2702 (FAX)
Group D		
Calaveras Public Power Agency	Mr. Dennis Dickman General Manager Calaveras Public Power Agency Government Center San Andreas, CA 95249-9713 (209) 754-4230 (209) 754-4236 (FAX)	Mr. Dennis Dickman General Manager Calaveras Public Power Agency Government Center San Andreas, CA 95249-9713 (209) 754-4230 (209) 754-4236 (FAX)

FY2008
CUSTOMER OPERATION AND MAINTENANCE FUNDING PLAN
Preliminary
As Approved by Resolution 05-01

line #	Plan Elements	Reclamation Component	Western Component	Governance Funds	Total Customer Contributions
1	Base (O&M) Elements	\$ -	\$ -		
2	Power Plants	\$ 15,154,000			
	Dams	\$ 1,330,000			
	Power Operations Division	\$ 2,760,000			
	CVACs	\$ 597,000			
3	Deferred (RAX) Elements	\$ -	\$ -		
4	Base and Deferrable Elements	\$ 19,841,000	\$ -		
5	Rapid Return to Service Element Contributions	\$ 100,000	\$ -		
6	Emergency Expenditure from Exigency Fund (5% of Base and Deferrable Elements)	\$ 992,050	\$ -		
7	AGENCY ANNUAL EXPENDITURE OF CONTRIBUTIONS	\$ 20,933,050	\$ -		
8	Reserve Level for Agency Annual Expenditure of Contributions (0% of Agency Annual Exp. Of Contr.)	\$ -	\$ -		
9	SUBTOTAL AGENCIES EXPENDITURE OF CONTRIBUTIONS (Working Funds)	\$ 20,933,050	\$ -		\$ 20,933,050
10	Non-emergency Expenditure of Contributions (10% of respective Agency's Annual O&M Budget Funded with Appropriations)	\$ -	\$ -		
11	Non-Emergency Expenditure from the Exigency Fund	\$ 10,000,000	\$ 10,945,000	\$ 100,000	
11a	Western O&M				
12	Bank Fees *			\$ -	
13	Program Treasurer Fees *			\$ -	
14	SUBTOTAL CONTRIBUTIONS FOR GOVERNANCE FUNDS	\$ 10,000,000	\$ 10,945,000	\$ 100,000	\$ 21,045,000
15	Totals	\$ 30,933,050	\$ 10,945,000	\$ 100,000	\$ 41,978,050
16	Contributions Reprogramming Threshold (15% of Agency Annual Exp. Of Contr.)	\$3,139,958	\$0		
17	CIP Threshold per Item (recommended TC 1/4/99)	\$135,000	\$135,000		
18	25% of Agency Annual Expenditure of Contributions shall be available for Agency's expenditure as of Oct 1 of the FY	\$5,233,263			

* Anticipating these fees being covered by earned interest in the escrow account as allowed under the O&M Agreement.

FY2009
CUSTOMER OPERATION AND MAINTENANCE FUNDING PLAN
Preliminary
As Approved by Resolution 05-02

line #	Plan Elements	Reclamation Component	Western Component	Governance Funds	Total Customer Contributions
1	Base (O&M) Elements				
2	Power Plants	\$ 15,612,000	\$ -		
	Dams	\$ 1,372,000			
	Power Operations Division	\$ 2,845,000			
	CVACs	\$ 615,000			
3	Deferred (RAX) Elements	\$ -	\$ -		
4	Base and Deferrable Elements	\$ 20,444,000	\$ -		
5	Rapid Return to Service Element Contributions	\$ 100,000	\$ -		
6	Emergency Expenditure from Exigency Fund (5% of Base and Deferrable Elements)	\$ 1,022,200	\$ -		
7	AGENCY ANNUAL EXPENDITURE OF CONTRIBUTIONS	\$ 21,566,200	\$ -		
8	Reserve Level for Agency Annual Expenditure of Contributions (0% of Agency Annual Exp. Of Contr.)	\$ -	\$ -		
9	SUBTOTAL AGENCIES EXPENDITURE OF CONTRIBUTIONS (Working Funds)	\$ 21,566,200	\$ -		\$ 21,566,200
10	Non-emergency Expenditure of Contributions (10% of respective Agency's Annual O&M Budget Funded with Appropriations)	\$ -	\$ -		
11	Non-Emergency Expenditure from the Exigency Fund	\$ 10,000,000	\$ 7,817,000	\$ 100,000	
11a	Western O&M				
12	Bank Fees *				
13	Program Treasurer Fees *				
14	SUBTOTAL CONTRIBUTIONS FOR GOVERNANCE FUNDS	\$ 10,000,000	\$ 7,817,000	\$ 100,000	\$ 17,917,000
15	Totals	\$ 31,566,200	\$ 7,817,000	\$ 100,000	\$ 39,483,200
16	Contributions Reprogramming Threshold (15% of Agency Annual Exp. Of Contr.)	\$3,234,930	\$0		
17	CIP Threshold per Item (recommended TC 1/4/99)	\$135,000	\$135,000		
18	25% of Agency Annual Expenditure of Contributions shall be available for Agency's expenditure as of Oct. 1 of the FY	\$5,391,550			

* Anticipating these fees being covered by earned interest in the escrow account as allowed under the O&M Agreement.

EXHIBIT B

(List of Contributing Customers)

1. This Revision No. 6 to Exhibit B, attached hereto, to be effective under and as a part of Contract No. 96-SNR-00110 (hereinafter called the Agreement) shall become effective on July 1, 2005, and supercedes Exhibit B, Revision 5, and shall remain in effect until either superseded by another Exhibit B or upon termination of the Agreement.
2. Western will update this Exhibit B, as needed, to reflect those Customers agreeing to provide Contributions under the terms of the Agreement.

Exhibit B, Revision 6
 Contract No. 96-SNR-00110
 List of Contributing Customers

Contributors	1/1/2005		Preliminary FY2008		FY2008		Preliminary FY2009		FY2009	
	Base Resource	Percentage	Fair Share	1/12 Share	Fair Share	1/12 Share	Fair Share	1/12 Share	Fair Share	1/12 Share
Group A - Munis/PUDs										
	NCPA ¹	16.523	\$ 8,030,680.77	\$ 808,945.89	\$ 7,553,399.34	\$ 815,466.05				
	Redding ²	8.463	\$ 4,113,307.05	\$ 390,426.72	\$ 3,868,843.95	\$ 393,573.58				
	Roseville	4.582	\$ 2,226,899.52	\$ 211,372.76	\$ 2,094,549.87	\$ 213,076.44				
	SVP	9.066	\$ 4,406,419.66	\$ 418,248.37	\$ 4,144,536.22	\$ 421,619.48				
	Lassen	0.304	\$ 147,854.04	\$ 18,785.82	\$ 139,066.74	\$ 18,937.23				
	SMUD	31.250	\$ 15,188,818.59	\$ 1,441,691.68	\$ 14,286,112.92	\$ 1,453,311.82				
	Turlock	0.273	\$ 132,893.66	\$ 18,740.61	\$ 124,995.49	\$ 18,891.66				
Group B - Fed/State										
	NASA Ames Research	5.312	\$ 2,581,909.60	\$ 245,069.59	\$ 2,428,460.91	\$ 247,044.87				
	NASA Moffett	0.333	\$ 161,657.63	\$ 15,344.21	\$ 152,049.96	\$ 15,467.89				
	CSU - Nimbus	0.013	\$ 6,454.64	\$ 306.33	\$ 6,071.03	\$ 308.80				
	BART	0.413	\$ 200,545.87	\$ 19,035.40	\$ 188,626.98	\$ 19,188.83				
Group C - Irrigation & Water Districts										
	PWRPA ³	6.832	\$ 3,320,620.83	\$ 315,186.56	\$ 3,123,268.86	\$ 317,726.98				
	Eastside Power Authority	0.644	\$ 313,122.96	\$ 29,720.99	\$ 294,513.36	\$ 29,960.55				
	San Juan	0.100	\$ 48,409.80	\$ 4,594.96	\$ 45,532.70	\$ 4,632.00				
Group D - First Preference										
	Trinity County	2.260	\$ 1,098,455.36	\$ 104,263.14	\$ 1,033,171.69	\$ 105,103.51				
Total		86.367	\$ 41,978,050.00	\$ 4,041,733.04	\$ 39,483,200.00	\$ 4,074,309.68				

Footnotes:

- 1) NCPA includes the following Base Resource contract customers: Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, and Plumas Sierra REC
- 2) Redding includes the following Base Resource contract customers: City of Shasta Lake
- 3) PWRPA includes the following Base Resource contract customers: Arvin-Edison WSD, Banta-Carbona ID, Byron-Bethany ID, Cawelo WD, Glenn-Colusa ID, James ID, Lower Tule River ID, Provident/Princeton ID, Reclamation District 108, Santa Clara Valley WD, Sonoma County WA, West Stanislaus ID, Westlands WD, and West Side ID

Customer O&M Funding Governance Board

James Feider – Chair, Redding
Brian Jobson – Vice Chair, SMUD
Stuart Robertson – Arvin Edison
Jay Evans – BART
Ray Camacho – Silicon Valley Power
Mark Clark – DOE

Bill Stewart – Lassen MUD
Tom Habashi – Roseville
Girish Balachandran – Palo Alto
Rick Coleman – Trinity PUD
Chet Bowling – Reclamation
Tom Boyko – Western
Russell Knight – Secretary

CITY OF SANTA

NOV 03 2004

October 28, 2004

To All O&M Funding Agreement Customers:

Enclosed for your files is one fully executed authenticated copy of the Power and Water Resources Pooling Authority's (PWRPA) signature page to Contract No. 96-SNR-00110, the Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities (Agreement). As an existing Central Valley Project preference power customer under the Base Resource contract, and by executing the Agreement in counterpart, PWRPA is an Agreement Customer effective October 11, 2004. Exhibit A to the Agreement will be revised in the near future to reflect the addition of PWRPA as a Customer. PWRPA is represented by the Group C (Water and/or Irrigation Districts) elected Customer member on the Governance Board pursuant to Section 10 of the Agreement.

If you have any questions, please call me at (916) 353-4523 or by email at rknight@wapa.gov.

Sincerely,



Russell J. Knight
Governance Board Secretary

Enclosure

1 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the
2 day and year first above written. The signatories hereto represent that they have been
3 appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.
4

5 POWER AND WATER RESOURCES POOLING AUTHORITY

6
7 Attest:

By: David Weisenberger

8 David Weisenberger

9 By: Joseph Pellicani

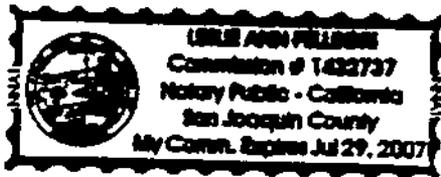
Title: Chairman of the Board

10 Title Water, Public

Address: 3514 West Lehman Road

11 Tracy, CA 95378
12

13 The Power and Water Resources Pooling Authority entered into this Contract No. 96-SNR-00110
14 on this 11th day of October, 2004.
15



James Feider – Chair, Redding
Brian Jobson – Vice Chair, SMUD
Stuart Robertson – Arvin Edison
Jay Evans – BART
Ray Camacho – Silicon Valley Power
Mark Clark – DOE

Customer O&M Funding Governance Board

Bill Stewart – Lassen MUD
Tom Habashi – Roseville
Girish Balachandran – Palo Alto
Rick Coleman – Trinity PUD
Chet Bowling – Reclamation
Tom Boyko – Western
Russell Knight – Secretary

January 11, 2005

CITY OF SANTA CLARA

JAN 14 2005

ELECTRIC RESOURCES DEPT.

To: O&M Funding Agreement Customers

Enclosed for your files is one fully executed authenticated copy of the Northern California Power Agency's (NCPA) signature page to Contract No. 96-SNR-00110, the Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities (Agreement). As an existing Central Valley Project preference power customer under the Base Resource contract, and by executing the Agreement in counterpart, NCPA is an Agreement Customer effective December 20, 2004. Exhibit A to the Agreement will be revised in the near future to reflect the addition of NCPA as a Customer. NCPA is represented by the Group A (Municipal/Public Utility Districts/Rural Electric Cooperatives) elected Customer members on the Governance Board pursuant to Section 10 of the Agreement.

If you have any questions, please call me at (916) 353-4523 or by email at rknight@wapa.gov.

Sincerely,



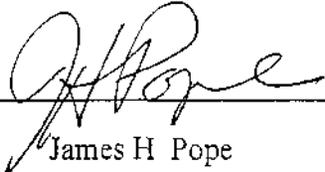
Russell J. Knight
Governance Board Secretary

Enclosure

1 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the
2 day and year first above written. The signatories hereto represent that they have been
3 appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.
4

5 NORTHERN CALIFORNIA POWER AGENCY

6
7 Attest:

By: 
James H. Pope

8
9 By: 

Title: General Manager

10 Title Executive Assistant

Address: 180 Cirby Way

Roseville, CA 95678-6420

11
12
13 The Northern California Power Agency entered into this Contract No. 96-SNR-00110 on this
14 20th day of December, 2004.
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27



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

AUG 10 2005

CITY OF SANTA CLARA

AUG 17 2005

ELECTRIC RESOURCES DEPT.

Operation and Maintenance Funding Customers
(See Enclosed List)

Dear Sir or Madam:

Enclosed for your files is one (1) original of your Exhibit C, Revision 8, Individual Customer Commitment and Contribution, and one (1) authenticated copy each of the other participating Customer's Exhibit C, Revision 8, as part of Contract No. 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for the Central Valley Project Power Facilities (Agreement). Exhibit C, Revision 8, sets forth each customer's contribution commitment for fiscal years 2008 and 2009 as defined in Section 8 of the Agreement.

If you have any questions, please contact Mr. Russell Knight at (916) 353-4523.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas R. Boyko", written over a light blue horizontal line.

Thomas R. Boyko
Power Marketing Manager

Enclosures

ADDRESSEE LIST

Ms. Connee Lloyd
 Senior Energy Analyst
 Bay Area Rapid Transit District
 Mail Code LKS-16
 300 Lakeside Drive
 Oakland, CA 94612

Mr. Dale R. Brogan
 General Manager
 Eastside Power Authority
 14181 Avenue 24
 Delano, CA 93215-9528

Mr. George Sutton
 Electric Power Office Manager
 NASA, Ames Research Center
 Building N213, Room 202
 Moffett Field, CA 94035-1000

Mr. David K. Weisenberger
 Chairman of the Board, PWRPA
 c/o Banta-Carbona Irrigation District
 3514 W. Lehman Road
 Tracy, CA 95304-9336

Mr. Tom Habashi
 Electric Utility Director
 City of Roseville
 2075 Hilltop Circle
 Roseville, CA 95747-9704

Ms. Junona A. Jonas
 Director of Electric Utility
 Silicon Valley Power
 1500 Warburton Avenue
 Santa Clara, CA 95050-3713

Mr. Rick Coleman
 General Manager
 Trinity Public Utilities District
 26 Ponderosa Lane
 Weaverville, CA 96093

Mr. Brian Dular
 Director, University Union
 California State University, Sacramento
 Associated Students, Inc., Aquatic Center
 1901 Hazel Avenue
 Gold River, CA 95670-4501

Mr. Frank Cady
 General Manager
 Lassen Municipal Utility District
 65 S. Roop Street
 Susanville, CA 96130-4335

Mr. James H. Pope
 General Manager
 Northern California Power Agency
 180 Cirby Way
 Roseville, CA 95678-6420

Mr. James C. Feider
 Electric Utility Director
 City of Redding
 777 Cypress Avenue
 Redding, CA 96001

Ms. Shauna Lorance
 General Manager
 San Juan Water District
 9935 Auburn-Folsom Road
 Granite Bay, CA 95746

Ms. Jan Schori
 General Manager
 Sacramento Municipal Utility District
 6201 "S" Street
 Sacramento, CA 95817-1899

Mr. Ken Weisel
 Assistant General Manager, Energy Resources
 Turlock Irrigation District
 333 East Canal Drive
 Turlock, CA 95380

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

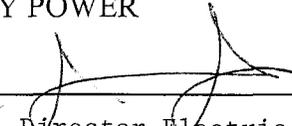
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$4,359,924.01	\$4,087,932.79	\$4,359,924.01	\$4,359,924.01	\$4,359,924.01
2007	\$4,676,018.47	n/a	\$0	\$4,676,018.47	\$4,676,018.47
2008	\$4,406,419.66	n/a	n/a	n/a	\$4,406,419.66
2009	\$4,144,536.22	n/a	n/a	n/a	\$4,144,536.22

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4/28/05

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

By: 

Title: Director Electric Utility

Address: 1500 Warburton Avenue
Santa Clara, CA 95050

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Bay Area Rapid Transit District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$127,733.40	\$119,764.83	\$127,733.40	\$127,733.40	\$127,733.40
2007	\$136,935.47	n/a	\$0	\$136,935.47	\$136,935.47
2008	\$200,545.87	n/a	n/a	n/a	<i>\$ 200,545.87</i>
2009	\$188,626.98	n/a	n/a	n/a	<i>\$ 188,626.98</i>

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4/26/05

BAY AREA RAPID TRANSIT DISTRICT
 By: *James J. Schmitz*
 Title: Manager, Energy Div
 Address: 300 Lakeside Dr, LKS-16
Oakland CA 94612

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The California State University, Sacramento agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$3,193.33	\$2,994.12	\$224.83	\$224.83	\$224.83
2007	\$3,423.39	n/a	\$0	\$0	\$0
2008	\$6,454.64	n/a	n/a	n/a	306.33
2009	\$6,071.03	n/a	n/a	n/a	308.80

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

CALIFORNIA STATE UNIVERSITY,
 SACRAMENTO

Date of Execution: 7/09/05

By: [Signature]

Title: Director

Address: 6000 J Street

SAC CA 95819-6017

AUTHENTICATED COPY

AUTHENTICATED COPY

• • Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Eastside Power Authority agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	'\$121,091.26	\$113,537.05	\$11,300.41	\$11,300.41	\$11,300.41
2007	\$129,814.83	n/a	\$0	\$12,297.46	\$12,297.46
2008	\$313,122.96	n/a	n/a	n/a	\$29,720.99
2009	\$294,513.36	n/a	n/a	n/a	\$29,960.55

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

EASTSIDE POWER AUTHORITY

Date of Execution: 6/29/05

By: D. R. Brog

Title: Manager, ESPA

Address: 14181 Avenue 24
Delano CA 93215

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as apart of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Lassen Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$95,800.05	\$89,823.62	\$100,000.00	\$100,000.00	\$100,000.00
2007	\$102,701.60	n/a	\$0	\$103,000.00	\$103,000.00
2008	\$147,854.04	n/a	n/a	n/a	<i>\$150,000.00</i>
2009	\$139,066.74	n/a	n/a	n/a	<i>\$140,000.00</i>

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

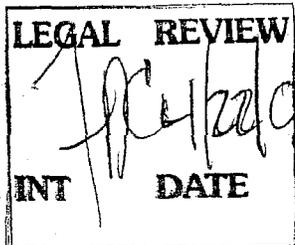
Date of Execution: 5-11-05

LASSEN MUNICIPAL UTILITY DISTRICT

By: *Nancy M Cardenas* / NANCY CARDENAS

Title: *BOARD PRESIDENT*

Address: *65 S. ROOP STREET*
SUSANVILLE, CA 96130



AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 8, to be effective and as apart of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$2,554,667.92	\$2,395,296.51	\$2,554,667.92	\$2,554,667.92	\$2,554,667.92
2007	\$2,738,709.44	n/a	\$0	\$2,738,709.44	\$2,738,704.44
2008	\$2,581,909.60	n/a	n/a	n/a	\$2,581,909.60
2009	\$2,428,460.91	n/a	n/a	n/a	\$2,428,460.91

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6/27/05

NASA, AMES RESEARCH CENTER

By: Steph Glendon

Title: Deputy Center Director

Address: Moffett Field, CA 94035

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center-Moffett agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$159,954.15	\$149,975.50	\$159,954.15	\$159,954.15	\$159,954.15
2007	\$171,477.45	n/a	\$0	\$171,477.45	\$171,477.45
2008	\$161,657.63	n/a	n/a	n/a	\$161,657.63
2009	\$152,049.96	n/a	n/a	n/a	\$152,049.96

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6/27/05

NASA, AMES RESEARCH CENTER-MOFFETT

By: Stan C Neuberry

Title: Deputy Center Director

Address: Moffett Field, CA 94035

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Northern California Power Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009...

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	n/a	n/a	n/a	n/a	n/a
2007	\$8,101,279.20	n/a	n/a	n/a	\$8,101,279.20
2008	\$8,030,680.77	n/a	n/a	n/a	\$8,030,680.77
2009	\$7,553,399.34	n/a	n/a	n/a	\$7,553,399.34

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

NORTHERN CALIFORNIA POWER AGENCY

Date of Execution: 6/22/05

By: Donald B. Davis

Title: AGM Power Management

Address: 180 City Way
 Roseville, CA 95678

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Power and Water Resources Pooling Authority (PWRPA) agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	n/a	n/a	n/a	n/a	n/a
2007	\$1,308,521.13	n/a	n/a	n/a	\$1,308,521.13
2008	\$3,320,620.83	n/a	n/a	n/a	\$ 3,320,620.83
2009	\$3,123,268.86	n/a	n/a	n/a	\$3,123,268.86

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

POWER AND WATER RESOURCES
 POOLING AUTHORITY

Date of Execution: 7/26/05

By:

Title: Chairman

Address: 3514 W. Lehman Rd.

Tracy, CA 95304

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Redding agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$3,704,268.49	\$3,473,179.94	\$3,704,268.49	\$3,704,268.49	\$3,704,268.49
2007	\$4,363,106.48	n/a	n/a	\$4,363,106.48	\$4,363,106.48
2008	\$4,113,307.05	n/a	n/a	n/a	\$3,760,141.87
2009	\$3,868,843.95	n/a	n/a	n/a	\$3,536,668.18

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF REDDING

Date of Execution: 6-28-05

By: *James C. Fresh*

Title: REU DIRECTOR

Address: 777 Cypress Avenue

Redding, CA 96001

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised- Exhibit C or upon termination of the Agreement.
2. The City of Roseville agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

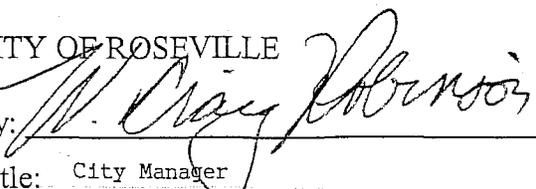
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$2,203,401.09	\$2,065,943.24	\$2,203,401.09	\$2,203,401.09	\$2,203,401.09
2007	\$2,362,136.89	n/a	\$0	\$2,362,136.89	\$2,362,136.89
2008	\$2,226,899.52	n/a	n/a	n/a	2,226,899.52
2009	\$2,094,549.87	n/a	n/a	n/a	2,094,549.87

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C,

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5-19-05

CITY OF ROSEVILLE

By: 

Title: City Manager

Address: 311 Vernon Street

Roseville, CA 95678

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The San Juan Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

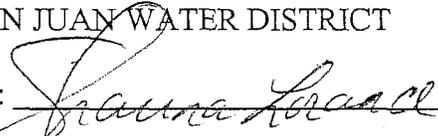
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$31,933.35	\$29,941.21	\$0	\$2,980.06	\$2,980.06
2007	\$34,233.87	n/a	\$0	\$3,243.00	\$3,243.00
2008	\$48,409.80	n/a	n/a	n/a	4594.96
2009	\$45,532.70	n/a	n/a	n/a	4632.00

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: April 20, 2005

SAN JUAN WATER DISTRICT

By: 

Title: General Manager

Address: 9935 Auburn Folsom Rd

Granite Bay, CA 95746

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$11,527,939.01	\$10,808,775.50	\$11,600,000.00	\$11,600,000.00	\$11,600,000.00
2007	\$12,358,426.36	n/a	\$0	\$12,400,000.00	\$12,400,000.00
2008	\$15,188,818.59	n/a	n/a	n/a	\$15,200,000.00
2009	\$14,286,112.92	n/a	n/a	n/a	\$14,300,000.00

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Date of Execution: July 20, 2005

By: 

Title: General Manager

Address: 6201 S Street
Sacramento, CA 95817

off (copy)

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Trinity Public Utilities District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$566,816.95	\$531,456.41	\$500,000.00	\$550,000.00	\$550,000.00
2007	\$607,651.16	n/a	\$0	\$620,000.00	\$620,000.00
2008	\$1,098,455.36	n/a	n/a	n/a	\$1,200,000
2009	\$1,033,171.69	n/a	n/a	n/a	\$1,200,000

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: June 22, 2005

TRINITY PUBLIC UTILITIES DISTRICT

By: 

Title: General Manager

Address: P.O. Box 1216

Weaverville, CA 96093

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 8, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Turlock Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2008 and 2009.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fail-Share Amount	Revised Fair-Share Amount	Revision 6 Contribution Commitment Level Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount
2006	\$99,600.12	\$93,386.62	\$99,600.12	\$93,386.62	\$93,386.62
2007	\$106,775.43	n/a	\$0	\$106,775.43	\$106,775.43
2008	\$132,893.66	n/a	n/a	n/a	132,893.66
2009	\$124,995.49	n/a	n/a	n/a	124,995.49

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2006 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: April 22, 2005

TURLOCK IRRIGATION DISTRICT

By: 
 Ken Weisel

Title: AGM, Energy Resources

Address: PO Box 949

Turlock, CA 95381

AUTHENTICATED COPY



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

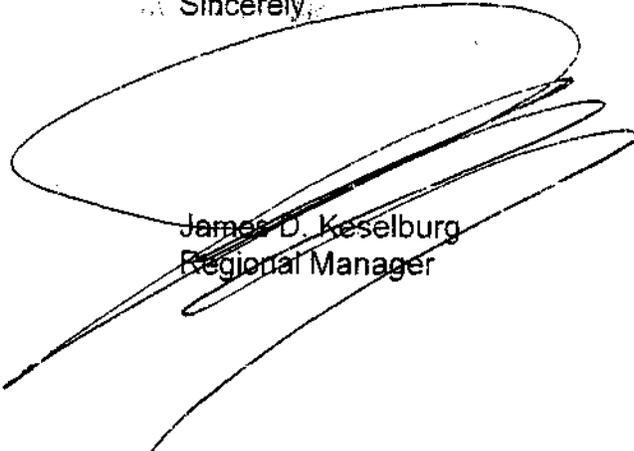
NOV 7 5 2006

Operation and Maintenance Funding Customers
(See Enclosed List)

Dear Sir or Madam:

Enclosed for your files is one (1) authenticated copy of the customer signature page for the Sacramento Municipal Utility District (SMUD) regarding the Agreement for the Funding of Operations and Maintenance for the Central Valley Project Power Facilities, Contract 96-SNR-00110. This revised Exhibit C, Revision 9A, sets forth SMUD's commitment and contribution of funds for Operation and Maintenance for fiscal year 2010 as defined in Section 8 of the Agreement and supersedes SMUD's Exhibit C, Revision 9. If you have any questions, please contact Mr. Russell Knight at (916)353-4523.

Sincerely,



James D. Keselburg
Regional Manager

Enclosure

ADDRESSEE LIST

Mr. Frank Schultz
Manager, Energy Division
Bay Area Rapid Transit District
Mail Code LKS-16
300 Lakeside Drive
Oakland, CA 94612

Mr. Brian Dulgar
Director, University Union
California State University, Sacramento
Associated Students, Inc., Aquatic Center
1901 Hazel Avenue
Gold River, CA 95670-4501

Mr. Dale R. Brogan
General Manager
Eastside Power Authority
14181 Avenue 24
Delano, CA 93215-9528

Mr. Frank Cady
General Manager
Lassen Municipal Utility District
65 S. Roop Street
Susanville, CA 96130-4335

Mr. George Sutton
Electric Power Office Manager
NASA, Ames Research Center
Building N213, Room 202
Moffett Field, CA 94035-1000

Mr. James H. Pope
General Manager
Northern California Power Agency
180 Cirby Way
Roseville, CA 95678-6420

Mr. David K. Weisenberger
Chairman of the Board, PWRPA
c/o Banta-Carbona Irrigation District
3514 W. Lehman Road
Tracy, CA 95304-9336

Mr. James C. Feider
Electric Utility Director
City of Redding
777 Cypress Avenue
Redding, CA 96001

Mr. Tom Habashi
Electric Utility Director
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747-9704

Ms. Shauna Lorange
General Manager
San Juan Water District
9935 Auburn-Folsom Road
Granite Bay, CA 95746

Ms. Junona A. Jonas
Director of Electric Utility
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050-3713

Ms. Jan Schori
General Manager
Sacramento Municipal Utility District
6201 "S" Street
Sacramento CA 95817-1899

Mr. Rick Coleman
General Manager
Trinity Public Utilities District
26 Ponderosa Lane
Weaverville CA 96093

Mr. Ken Weisel
Assistant General Manager, Energy
Resources
Turlock Irrigation District
333 East Canal Drive
Turlock CA 95380

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 9A, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 9A Contribution Commitment Level Amount
2007	\$11,175,901.45	\$12,400,000.00	\$12,400,000.00	\$12,400,000.00	\$12,400,000.00
2008	\$15,188,818.59	n/a	\$15,200,000.00	\$15,771,658.31	\$18,300,000.00
2009	\$14,286,112.92	n/a	\$14,300,000.00	\$14,761,742.84	\$14,761,742.84
2010	\$14,661,997.56	n/a	n/a	\$15,000,000.00	\$15,000,000.00

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Date of Execution: 11/9/06

By: *Jan Schen*
 Title: *General Manager*
 Address: _____

[Handwritten initials]

AUTHENTICATED COPY

ADDRESSEE LIST

Mr. Frank Schultz
Manager, Energy Division
Bay Area Rapid Transit District
Mail Code LKS-16
300 Lakeside Drive
Oakland, CA 94612

Mr. Brian Dulgar
Director, University Union
California State University, Sacramento
Associated Students, Inc., Aquatic Center
1901 Hazel Avenue
Gold River, CA 95670-4501

Mr. Dale R. Brogan
General Manager
Eastside Power Authority
14181 Avenue 24
Delano, CA 93215-9528

Mr. Frank Cady
General Manager
Lassen Municipal Utility District
65 S. Roop Street
Susanville, CA 96130-4335

Mr. George Sutton
Electric Power Office Manager
NASA, Ames Research Center
Building N213, Room 202
Moffett Field, CA 94035-1000

Mr. James H. Pope
General Manager
Northern California Power Agency
180 Cirby Way
Roseville, CA 95678-6420

Mr. David K. Weisenberger
Chairman of the Board, PWRPA
c/o Banta-Carbona Irrigation District
3514 W. Lehman Road
Tracy, CA 95304-9336

Mr. James C. Feider
Electric Utility Director
City of Redding
777 Cypress Avenue
Redding, CA 96001

Mr. Tom Habashi
Electric Utility Director
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747-9704

Ms. Shauna Lorance
General Manager
San Juan Water District
9935 Auburn-Folsom Road
Granite Bay, CA 95746

Ms. Junona A. Jonas
Director of Electric Utility
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050-3713

Ms. Jan Schori
General Manager
Sacramento Municipal Utility District
6201 "S" Street
Sacramento CA 95817-1899

Mr. Rick Coleman
General Manager
Trinity Public Utilities District
26 Ponderosa Lane
Weaverville CA 96093

Mr. Ken Weisel
Assistant General Manager, Energy
Resources
Turlock Irrigation District
333 East Canal Drive
Turlock CA 95380

Exhibit C
 (Individual Customer Commitment and Contribution)

CITY CLERK FILE COPY

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$4,676,018.47	\$4,226,781.65	\$4,676,018.47	\$4,676,018.47	\$4,676,018.47
2008	\$4,406,419.66	n/a	n/a	\$4,406,419.66	\$4,406,419.66
2009	\$4,144,536.22	n/a	n/a	\$4,144,536.22	\$4,144,536.22
2010	\$4,253,583.90	n/a	n/a	n/a	\$4,253,583.90

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

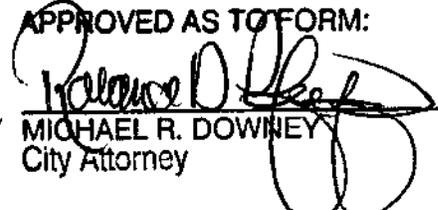
The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5-5-06

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

By: Jennifer Sparacino
 Title: City Manager

Address: 1500 Warburton Ave.
Santa Clara, CA 95050

APPROVED AS TO FORM:

 MICHAEL R. DOWNEY
 City Attorney

ATTEST:

 City Clerk



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

NOV - 2 2006

Operation and Maintenance Funding Customers
(See Enclosed List)

Dear Sir or Madam:

Enclosed for your files is one (1) original of your Exhibit C, Revision 9 or 9A, Individual Customer Commitment and Contribution, and one (1) authenticated copy each of the other participating Customer's Exhibit C, Revision 9 or 9A, as part of Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for the Central Valley Project Power Facilities (Agreement). Exhibit C, Revision 9 or 9A, sets forth each customer's contribution commitment for fiscal year 2010 as defined in Section 8 of the Agreement. The revised Exhibit became effective October 1, 2006. If you have any questions, please contact Mr. Russell Knight at (916) 353-4523.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "James D. Keselburg".

James D. Keselburg
Regional Manager

Enclosures

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Bay Area Rapid Transit District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$136,935.47	\$123,832.70	\$136,935.47	\$136,935.47	\$136,935.47
2008	\$200,545.87	n/a	n/a	\$200,545.87	\$200,545.87
2009	\$188,626.98	n/a	n/a	\$188,626.98	\$188,626.98
2010	\$193,589.98	n/a	n/a	n/a	193,589.98

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: April 13, 2006

BAY AREA RAPID TRANSIT DISTRICT

By: Robert S. Woodcock

Title: Dept Mgr Operating Budgets

Address: 300 Lakeside Dr, 16th Floor

Oakland CA 94612

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The California State University, Sacramento agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$3,423.39	\$3,095.82	\$0	\$0	\$3,095.82
2008	\$6,454.64	n/a	n/a	\$306.33	\$306.33
2009	\$6,071.03	n/a	n/a	\$308.80	\$308.80
2010	\$6,230.76	n/a	n/a	n/a	\$3,095.82

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

CALIFORNIA STATE UNIVERSITY,
 SACRAMENTO

Date of Execution: 8/21/06

By: [Signature]

Title: Director

Address: 6000 J street
SAC CA 95819-6017

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Eastside Power Authority agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

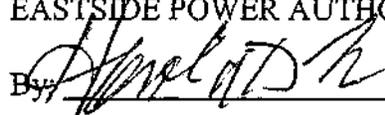
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$129,814.83	\$117,393.40	\$12,297.46	\$12,297.46	\$12,297.46
2008	\$313,122.96	n/a	n/a	\$29,720.99	\$29,720.99
2009	\$294,513.36	n/a	n/a	\$29,960.55	\$29,960.55
2010	\$302,262.36	n/a	n/a	n/a	\$29,960.55

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: June 29, 2006

EASTSIDE POWER AUTHORITY

By: 

Title: President Eastside Power Authority

Address: 14181 Avenue 24

Delano, CA 93215

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 9A, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Lassen Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9A Contribution Commitment Level Amount
2007	\$102,701.60	\$92,874.53	\$103,000.00	\$103,000.00	\$103,000.00
2008	\$147,854.04	n/a	n/a	\$150,000.00	\$250,000.00
2009	\$139,066.74	n/a	n/a	\$140,000.00	\$140,000.00
2010	\$142,725.75	n/a	n/a	n/a	\$150,000.00

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 9-7-06

LASSEN MUNICIPAL UTILITY DISTRICT
 By: [Signature]
 Title: GENERAL MANAGER
 Address: 65 S. ROCK STREET
SUSANVILLE, P.A. 96130

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$2,738,709.44	\$2,476,654.06	\$2,738,709.44	\$2,738,709.44	\$2,738,704.44
2008	\$2,581,909.60	n/a	n/a	\$2,581,909.60	\$2,581,909.60
2009	\$2,428,460.91	n/a	n/a	\$2,428,460.91	\$2,428,460.91
2010	\$2,492,356.60	n/a	n/a	n/a	\$2,492,356.60

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6/19/06

NASA, AMES RESEARCH CENTER
 By:
 Title: Assoc. Dir. for Institutions and Research
 Address: NASA Ames Research Center
MS 200-3, Moffett Field, CA 94035

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center-Eastside Airfield agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$171,477.45	\$155,069.50	\$171,477.45	\$171,477.45	\$171,477.45
2008	\$161,657.63	n/a	n/a	\$161,657.63	\$161,657.63
2009	\$152,049.96	n/a	n/a	\$152,049.96	\$152,049.96
2010	\$156,050.57	n/a	n/a	n/a	\$156,050.57

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6/19/06

NASA, AMES RESEARCH CENTER-
 EASTSIDE AIRFIELD

By:

Title: Assoc. Dir. for Institutions and Research

Address: NASA Ames Research Center

MS 200-3, Moffett Field, CA 94035

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Northern California Power Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$8,101,279.20	n/a	n/a	\$8,101,279.20	\$8,101,279.20
2008	\$8,030,680.77	n/a	n/a	\$8,030,680.77	\$8,030,680.77
2009	\$7,553,399.34	n/a	n/a	\$7,553,399.34	\$7,553,399.34
2010	\$7,752,138.27	n/a	n/a	n/a	\$7,752,138.27

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

NORTHERN CALIFORNIA POWER AGENCY

Date of Execution: 3/17/04

By: [Signature]
 Title: G.M.
 Address: 180 Kirby Way
Roseville, CA 95678

Exhibit C
(Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Power and Water Resources Pooling Authority (PWRPA) agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$1,308,521.13	n/a	n/a	\$1,308,521.13	\$1,308,521.13
2008	\$3,320,620.83	n/a	n/a	\$3,320,620.83	\$3,320,620.83
2009	\$3,123,268.86	n/a	n/a	\$3,123,268.86	\$3,123,268.86
2010	\$3,205,445.79	n/a	n/a	n/a	\$3,205,445.79

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

POWER AND WATER RESOURCES
POOLING AUTHORITY

Date of Execution: 7/11/06

By: W. Kent Peterson

Title: General Manager

Address: 2106 Homewood Way, Ste 100
Carmichael CA 95208

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 9A, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Redding agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9A Contribution Commitment Level Amount
2007	\$4,363,106.48	\$4,022,432.90	\$3,971,128.69	\$3,971,128.69	\$4,022,432.90
2008	\$4,113,307.05	n/a	n/a	\$3,760,141.87	\$5,410,141.87
2009	\$3,868,843.95	n/a	n/a	\$3,536,668.18	\$3,536,668.18
2010	\$3,970,637.84	n/a	n/a	n/a	\$3,615,470.11

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

[Signature] 9/21/06

Date of Execution: 9-22-06

CITY OF REDDING
 By: *[Signature]* James C. Feider
 Title: Electric Utility Director
 Address: 777 Cypress Avenue
Redding CA 96001

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 9A, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Roseville agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9A Contribution Commitment Level Amount
2007	\$2,362,136.89	\$2,136,114.13	\$2,362,136.89	\$2,362,136.89	\$2,362,136.89
2008	\$2,226,899.52	n/a	n/a	\$2,226,899.52	\$3,076,899.52
2009	\$2,094,549.87	n/a	n/a	\$2,094,549.87	\$2,094,549.87
2010	\$2,149,659.97	n/a	n/a	n/a	\$2,149,659.97

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 9/5/06

CITY OF ROSEVILLE
 By: [Signature]
 Title: Electric Utilities Director
 Address: Roseville Electric
2090 Hilltop Circle, Roseville, CA
95747

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

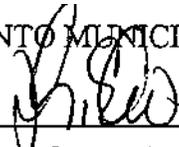
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$12,358,426.36	\$11,175,901.45	\$12,400,000.00	\$12,400,000.00	\$12,400,000.00
2008	\$15,188,818.59	n/a	n/a	\$15,200,000.00	\$15,771,658.31
2009	\$14,286,112.92	n/a	n/a	\$14,300,000.00	\$14,761,742.84
2010	\$14,661,997.56	n/a	n/a	n/a	\$15,000,000.00

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Date of Execution: May 8, 2006

By:  for Paul Schroni
 Title: General Manager
 Address: P.O. Box 15830
Sacramento, CA 95852-1830



AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The San Juan Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$34,233.87	\$25,478.58	\$3,243.00	\$3,243.00	\$3,243.00
2008	\$48,409.80	n/a	n/a	\$4,594.96	48,409.80
2009	\$45,532.70	n/a	n/a	\$4,632.00	45,532.70
2010	\$46,730.72	n/a	n/a	n/a	46,730.72

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/19/08

SAN JUAN WATER DISTRICT
 By: Jorance
 Title: General Manager
 Address: 9935 Auburn-Folsom Road
Granite Bay CA 95746

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Trinity Public Utilities District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

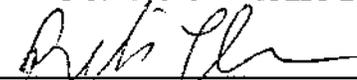
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$607,651.16	\$549,507.62	\$620,000.00	\$620,000.00	\$620,000.00
2008	\$1,098,455.36	n/a	n/a	\$1,200,000.00	\$1,200,000.00
2009	\$1,033,171.69	n/a	n/a	\$1,200,000.00	\$1,200,000.00
2010	\$1,060,355.66	n/a	n/a	n/a	\$1,200,000.00

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: April 13, 2006

TRINITY PUBLIC UTILITIES DISTRICT

By: 

Title: General Manager

Address: P.O. Box 1216

Weaverville, CA 96093

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 9, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Turlock Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2010.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 7 Contribution Commitment Level Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount
2007	\$106,775.43	\$96,558.55	\$106,775.43	\$106,775.43	\$106,775.43
2008	\$132,893.66	n/a	n/a	\$132,893.66	\$132,893.66
2009	\$124,995.49	n/a	n/a	\$124,995.49	\$124,995.49
2010	\$128,284.27	n/a	n/a	n/a	\$128,284.27

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2007 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4/12/06

TURLOCK IRRIGATION DISTRICT

By: Harold G. Peisel

Title: AGM - Energy Resources

Address: P.O. Box 949

Turlock, CA 95381-0949



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

RECEIVED

APR 12 2006

CITY OF SANTA CLARA
ELECTRIC DEPARTMENT

APR 10 2006

Ms. Junona A. Jonas
Director of Electric Utility
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Ms. Jonas:

Enclosed for your signature are three (3) originals of Exhibit C, Revision 9, Individual Customer Commitment and Contribution, as part of Contract No. 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities (Agreement). Exhibit C, Revision 9, includes your Fair-Share Contribution amount for fiscal year (FY) 2010 as defined in Section 8 of the Agreement.

On February 8, 2006, the O&M Funding Governance Board approved the FY 2010 Preliminary Customer O&M Funding Plan in the amount of \$40,522,050. The Plan is contingent on sufficient funding commitments from the Customers.

To establish Silicon Valley Power's Contribution commitment amount for FY 2010 please:

- Enter the dollar amount of the Contribution you agree to make for FY 2010 under Column 6 on the three (3) enclosed Exhibit C originals;
- Sign and date all three (3) of the enclosed Exhibit C originals; and
- Return all three (3) originals to Ms. Ruth Nye, N6205, at this office by no later than June 30, 2006.

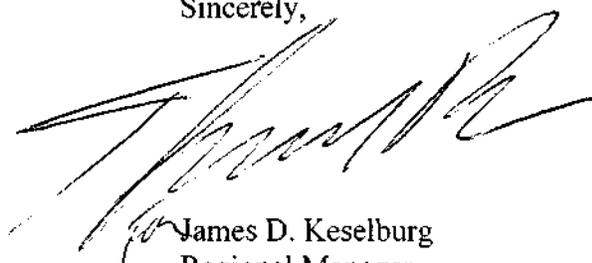
Sent 3 originals
5/15/06

One executed original of your Exhibit C, Revision 9, along with an authenticated copy of Exhibit C, Revision 9, executed by each of the other O&M Funding customers, will be returned to you after June 30, 2006.

Also enclosed is a copy of Exhibit B, Revision 7, List of Contributing Customers, to the Agreement.

If you have any questions, please contact Mr. Russell Knight at (916) 353-4523.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Keselburg', written over a printed name and title.

James D. Keselburg
Regional Manager

Enclosures

Originals of Exhibit C, Revision 9 (3)

Copy of FY2010 Preliminary Funding Plan

Exhibit B, Revision 7, List of Contributing Customers

FY2010
CUSTOMER OPERATION AND MAINTENANCE FUNDING PLAN
Preliminary
As Approved under Resolution 06-04

line #	Plan Elements	Reclamation Component	Western Component	Governance Funds	Total Customer Contributions
1	Base (O&M) Elements		\$ -		
2	Power Plants	\$ 16,227,000			
	Dams	\$ 1,612,000			
	Power Operations Division	\$ 2,603,000			
	CVACs	\$ 619,000			
3	Deferred (RAX) Elements	\$ -	\$ -		
4	Base and Deferrable Elements	\$ 21,061,000	\$ -		
5	Rapid Return to Service Element Contributions	\$ 100,000	\$ -		
6	Emergency Expenditure from Exigency Fund (5% of Base and Deferrable Elements)	\$ 1,053,050	\$ -		
7	AGENCY ANNUAL EXPENDITURE OF CONTRIBUTIONS	\$ 22,214,050	\$ -		
8	Reserve Level for Agency Annual Expenditure of Contributions (0% of Agency Annual Exp. Of Contr.)	\$ -	\$ -		
9	SUBTOTAL AGENCIES EXPENDITURE OF CONTRIBUTIONS (Working Funds)	\$ 22,214,050	\$ -		\$ 22,214,050
10	Non-emergency Expenditure of Contributions (10% of respective Agency's Annual O&M Budget Funded with Appropriations)	\$ -	\$ -		
11	Non-Emergency Expenditure from the Exigency Fund	\$ 10,000,000		\$ 100,000	
11a	Western O&M		\$ 8,208,000		
12	Bank Fees *			\$ -	
13	Program Treasurer Fees *			\$ -	
14	SUBTOTAL CONTRIBUTIONS FOR GOVERNANCE FUNDS	\$ 10,000,000	\$ 8,208,000	\$ 100,000	\$ 18,308,000
15	Totals	\$ 32,214,050	\$ 8,208,000	\$ 100,000	\$ 40,522,050
16	Contributions Reprogramming Threshold (15% of Agency Annual Exp. Of Contr.)	\$3,332,108	\$0		
17	CIP Threshold per Item (recommended TC 1/4/99)	\$135,000	\$135,000		
18	25% of Agency Annual Expenditure of Contributions shall be available for Agency's expenditure as of Oct 1 of the FY	\$5,553,513			

**PLEASE KEEP
FOR YOUR RECORDS**

* Anticipating these fees being covered by earned interest in the escrow account as allowed under the O&M Agreement.

Contract No. 96-SNR-00110
List of Contributing Customers

Contributors	1/1/2005		FY2009		FY2009		FY2010		FY2010	
	Base Resource Percentage	FY2009 Fair Share	FY2009 1/12 Share	Exh C Rev 8 Commitments	Exh C Rev 8 O/U Fair Share	FY2010 Fair Share	FY2010 1/12 Share	Exh C Rev 9 Commitments	Exh C Rev 9 O/U Fair Share	
Group A - Munis/PUDs										
NCPA ¹	16.523	\$ 7,553,399.34	\$ 815,466.05	\$ 7,553,399.34	\$ 0.00	\$ 7,752,138.27	\$ 815,466.05		(7,752,138.27)	
Redding ²	8.463	\$ 3,868,843.95	\$ 393,573.58	\$ 3,536,868.18	(\$332,175.77)	\$ 3,970,637.84	\$ 393,573.58		(3,970,637.84)	
Roseville	4.582	\$ 2,094,549.87	\$ 213,076.44	\$ 2,094,549.87	(\$0.00)	\$ 2,149,659.97	\$ 213,076.44		(2,149,659.97)	
SVP	9.066	\$ 4,144,536.22	\$ 421,619.48	\$ 4,144,536.22	\$ 0.00	\$ 4,253,583.90	\$ 421,619.48		(4,253,583.90)	
Lassen	0.304	\$ 139,066.74	\$ 18,937.23	\$ 140,000.00	\$933.26	\$ 142,725.75	\$ 18,937.23		(142,725.75)	
SMUD	31.250	\$ 14,288,112.92	\$ 1,453,311.82	\$ 14,300,000.00	\$13,887.08	\$ 14,861,997.56	\$ 1,453,311.82		(14,661,997.56)	
Turlock	0.273	\$ 124,995.49	\$ 18,891.66	\$ 124,995.49	\$ 0.00	\$ 128,284.27	\$ 18,891.66		(128,284.27)	
Group B - Fed/State										
NASA Ames Research	5.312	\$ 2,428,460.91	\$ 247,044.87	\$ 2,428,460.91	\$ 0.00	\$ 2,492,356.80	\$ 247,044.87		(2,492,356.80)	
NASA Moffett	0.333	\$ 152,049.96	\$ 15,467.89	\$ 152,049.96	\$ 0.00	\$ 156,050.57	\$ 15,467.89		(156,050.57)	
CSU - Nimbus	0.013	\$ 8,071.03	\$ 308.80	\$ 308.80	(\$5,762.23)	\$ 6,230.76	\$ 308.80		(6,230.76)	
BART	0.413	\$ 188,626.98	\$ 19,188.83	\$ 188,626.98	\$ 0.00	\$ 193,589.98	\$ 19,188.83		(193,589.98)	
Group C - Irrigation & Water Districts										
PWRPA ³	6.832	\$ 3,123,268.86	\$ 317,726.98	\$ 3,123,268.86	(\$0.00)	\$ 3,205,445.79	\$ 317,726.98		(3,205,445.79)	
Eastside Power Authority	0.644	\$ 294,513.36	\$ 29,960.55	\$ 29,960.55	(\$264,552.81)	\$ 302,262.36	\$ 29,960.55		(302,262.36)	
San Juan	0.100	\$ 45,532.70	\$ 4,632.00	\$ 4,632.00	(\$40,900.70)	\$ 46,730.72	\$ 4,632.00		(46,730.72)	
Group D - First Preference										
Trinity County	2.260	\$ 1,033,171.69	\$ 105,103.51	\$ 1,200,000.00	\$166,828.31	\$ 1,060,355.66	\$ 105,103.51		(1,060,355.66)	
Total	86.367	\$ 39,483,200.00	\$ 4,074,309.68	\$ 39,021,457.16	(\$481,742.84)	\$ 40,522,050.00	\$ 4,074,309.68	\$ -	(\$40,522,050.00)	
Footnotes:										
1) NCPA includes the following Base Resource contract customers: Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, and Plumas Sierra REC										
2) Redding includes the following Base Resource contract customers: City of Shasta Lake										
3) PWRPA includes the following Base Resource contract customers: Arvin-Edison WSD, Banta-Carbona ID, Byron-Bethany ID, Cawelo WD, Glenn-Colusa ID, James ID, Lower Tule River ID, Provident/Princeton ID, Reclamation District 108, Santa Clara Valley WD, Sonoma County WA, West Stanislaus ID, Westlands WD, and West Side ID										

BLUE ROUTE SHEET
CITY COUNCIL APPROVAL NOT REQUIRED

(1) Indicate signature authority:

- City Manager Signature Authority per Ordinance 1784 (CC Action - September 16, 2003)
[Service Agreements with a Value of \$50,000 or Less]
- City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
[Miscellaneous Agreements]
- City Manager Signature Authority per Council Motion (Approved - June 3, 1986)
[Electric Department Mini Service Agreements]
- Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
[Miscellaneous Police Agreements]
- Other: See attached Council Agenda dated 6/20/00

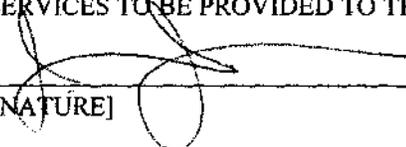
CITY OF SANTA CLARA

APR 25 2007

ELECTRIC RESOURCES DEPT.

(2) Agreement with: Western Area Power Administration (WAPA)
[NAME OF CONTRACTOR]

(3) For the following services: Exhibit "C" Revision 10, Individual Customer Commitment and Contribution as part of Contract 96-SNR-00110, Agreement for Funding of O&M for Central Valley Project Power Facilities Agreement.
[BRIEFLY DESCRIBE THE SERVICES TO BE PROVIDED TO THE CITY]

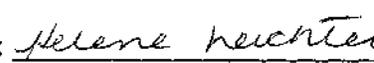
(4) Department head originating agreement: 
[SIGNATURE]

(5) As to Environmental Impact Requirements (If Applicable): _____
[DIRECTOR OF PLANNING & INSPECTION]

(6) Finance Department - Certified as to availability of funds: MAP
[PLEASE INDICATE IF NOT APPLICABLE]

Account Number: 091-1321-87880 OK
[INSERT ACCOUNT TO BE CHARGED] AW

Contract Amount: \$ 4,684,641.62
[INSERT NOT-TO-EXCEED CONTRACT DOLLAR AMOUNT]

(7) Approved as to form:  Date: 4/13/07
[CITY ATTORNEY]

City Attorney's Office Assignment Number: _____

(8) Please route to the City Clerk's Office

Attached: 1 2 to Electric original(s) _____ copy(ies)
4/25/07

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$4,406,419.66	n/a	\$4,406,419.66	\$4,406,419.66	\$4,406,419.66
2009	\$4,144,536.22	n/a	\$4,144,536.22	\$4,144,536.22	\$4,144,536.22
2010	\$4,253,583.90	n/a	n/a	\$4,253,583.90	\$4,253,583.90
2011	\$4,684,641.62	n/a	n/a	n/a	\$4,684,641.62

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

Date of Execution: 4-16-07

By: Jennifer Sparano

Title: City Manager

Address: 1500 Warburton Ave.

Santa Clara, CA 95050

APPROVED AS TO FORM

Helen Hecker
ASSISTANT CITY ATTORNEY

ATTEST:

[Signature]
City Clerk



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

SEP - 5 2007

CITY OF SANTA CLARA

SEP - 6 2007

ELECTRIC RESOURCES DEPT.

Operation and Maintenance Funding Customers
(See Enclosed List)

Dear Sir or Madam:

Enclosed for your files is one (1) authenticated copy of Exhibit C, Revision 10, Individual Customer Commitment and Contribution for each of the other participating Customer's as part of Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for the Central Valley Project Power Facilities (Agreement). Exhibit C, Revision 10, sets forth each customer's contribution commitment for fiscal year 2011 as defined in Section 8 of the Agreement. The revised Exhibit became effective July 1, 2007. If you have any questions, please contact Mr. Russell Knight at (916) 353-4523.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas R. Boyko".

Thomas R. Boyko
Regional Manager

Enclosures

ADDRESSEE LIST

Mr. Frank Schultz
Manager, Energy Division
Bay Area Rapid Transit District
Mail Code LKS-16
300 Lakeside Drive
Oakland, CA 94612

Mr. Brian Dular
Director, University Union
California State University, Sacramento
Associated Students, Inc., Aquatic Center
1901 Hazel Avenue
Gold River, CA 95670-4501

Mr. Dale R. Brogan
General Manager
Eastside Power Authority
14181 Avenue 24
Delano, CA 93215-9528

cc: Mr. Stuart Robertson, P.E.
Consultant, Eastside Power Authority
Robertson-Bryan, Inc.
9888 Kent Street
Elk Grove, CA 95624

Mr. Bill Stewart
Controller
Lassen Municipal Utility District
65 South Roop Street
Susanville, CA 96130-4335

cc: Mr. Frank Cady
General Manager
Lassen Municipal Utility District
65 South Roop Street
Susanville, CA 96130-4335

Mr. James H. Pope
General Manager
Northern California Power Agency
180 Cirby Way
Roseville, CA 95678-6420

cc: Ms. Nannette Engelbrite
Sr. Power Contract Specialist
Northern California Power Agency
180 Cirby Way
Roseville, CA 95678-6420

Mr. Kent Palmerton
General Manager, Power and Water
Resources Pooling Authority
WK Palmerton Associates
2106 Homewood Way, Suite 100
Carmichael, CA 95608

cc: Mr. Stuart Robertson, P.E.
Consultant, PWRPA
Robertson-Bryan, Inc.
9888 Kent Street
Elk Grove, CA 95624

Mr. James C. Feider
Electric Utility Director
City of Redding
777 Cypress Avenue
Redding, CA 96001

cc: Mr. Tim Nichols
Resource Manager
City of Redding
777 Cypress Avenue
Redding, CA 96001

Mr. Tom Habashi
Electric Utility Director
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747-9704

cc: Mr. Mike Bloom
Power Supply Manager
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747-9704

Mr. Ken Sims
Electric Division Manager
Silicon Valley Power
1601 Civic Center Dr., Ste. # 201
Santa Clara, CA 95050

cc: Mr. Bill Reichmann
Senior Electric Utility Engineer
Silicon Valley Power
1601 Civic Center Dr., Ste. #201
Santa Clara, CA 95050

Mr. George Sutton
Facilities Engineering & Real Property
Division Deputy Chief
NASA, Ames Research Center
Building N213, MS-213-8
Moffett Field, CA 94035-1000

Ms. Shauna Lorange
General Manager
San Juan Water District
9935 Auburn-Folsom Road
Granite Bay, CA 95746

Mr. Brian Jobson
Supervisor, Regulatory Affairs and
Long-Term Contracts
Sacramento Municipal Utility District
6201 "S" Street
Sacramento CA 95817-1899

Mr. Rick Coleman
General Manager
Trinity Public Utilities District
26 Ponderosa Lane
Weaverville CA 96093

Mr. Larry Weis
General Manager
Turlock Irrigation District
333 East Canal Drive
Turlock CA 95380

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Bay Area Rapid Transit District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$200,545.87	n/a	\$200,545.87	\$200,545.87	\$200,545.87
2009	\$188,626.98	n/a	\$188,626.98	\$188,626.98	\$188,626.98
2010	\$193,589.98	n/a	n/a	\$193,589.98	\$193,589.98
2011	\$213,208.36	n/a	n/a	n/a	213,208.36

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 3/21/07

BAY AREA RAPID TRANSIT DISTRICT
 By: [Signature]
 Title: MANAGER
 Address: 300 PARKSIDE DR
OAKLAND, CA 94612

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The California State University, Sacramento agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$6,454.64	n/a	\$306.33	\$306.33	\$306.33
2009	\$6,071.03	n/a	n/a	\$308.80	\$308.80
2010	\$6,230.76	n/a	n/a	\$3,095.82	\$3,095.82
2011	\$6,862.19	n/a	n/a	n/a	¥ 3,095.82

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

CALIFORNIA STATE UNIVERSITY,
 SACRAMENTO

Date of Execution: 6/27/07

By: [Signature]

Title: Executive Director

Address: 6000 J. Street

Sacramento CA 95819-6017

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Eastside Power Authority agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$313,122.96	n/a	\$29,720.99	\$29,720.99	\$29,720.99
2009	\$294,513.36	n/a	\$29,960.55	\$29,960.55	\$29,960.55
2010	\$302,262.36	n/a	n/a	\$29,960.55	\$29,960.55
2011	\$332,893.59	n/a	n/a	n/a	\$38,855.25

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

EASTSIDE POWER AUTHORITY

Date of Execution: 6/28/07

By: *DOB*
 Title: Manager
 Address: 14181 Avenue 24
Delano, CA 93215

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Lassen Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9A Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$147,854.04	n/a	\$150,000.00	\$250,000.00	\$250,000.00
2009	\$139,066.74	n/a	\$140,000.00	\$140,000.00	\$140,000.00
2010	\$142,725.75	n/a	n/a	\$150,000.00	\$150,000.00
2011	\$157,189.56	n/a	n/a	n/a	\$200,000.00

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 4/26/07

LASSEN MUNICIPAL UTILITY DISTRICT
 By: 
 Title: General Manager
 Address: 65 S. Roof St.
Susanville, CA 96130

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

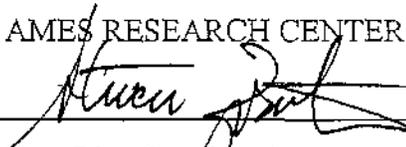
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$2,581,909.60	n/a	\$2,581,909.60	\$2,581,909.60	\$2,581,909.60
2009	\$2,428,460.91	n/a	\$2,428,460.91	\$2,428,460.91	\$2,428,460.91
2010	\$2,492,356.60	n/a	n/a	\$2,492,356.60	\$2,492,356.60
2011	\$2,744,931.74	n/a	n/a	n/a	\$2,744,931.74

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6-6-07

NASA, AMES RESEARCH CENTER

By: 

Title: Assoc. Dir for Institutions and Research

Address: NASA Ames Research Center

MS 200-3, Moffett Field, CA 94035

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center-Eastside Airfield agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below,
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$161,657.63	n/a	\$161,657.63	\$161,657.63	\$161,657.63
2009	\$152,049.96	n/a	\$152,049.96	\$152,049.96	\$152,049.96
2010	\$156,050.57	n/a	n/a	\$156,050.57	\$156,050.57
2011	\$171,864.72	n/a	n/a	n/a	\$171,864.72

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 6-6-07

NASA, AMES RESEARCH CENTER-
 EASTSIDE AIRFIELD

By: 

Title: Assoc. Dir. for Institutions and Research

Address: NASA Ames Research Center
MS 200-3, Moffett Field, CA 94035

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Northern California Power Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution Commitment level in Column 6 for FY 2011.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$8,030,680.77	n/a	\$8,030,680.77	\$8,030,680.77	\$8,030,680.77
2009	\$7,553,399.34	n/a	\$7,553,399.34	\$7,553,399.34	\$7,553,399.34
2010	\$7,752,138.27	n/a	n/a	\$7,752,138.27	\$7,752,138.27
2011	\$8,537,739.09	n/a	n/a	n/a	8,537,739.09

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

NORTHERN CALIFORNIA POWER AGENCY

Date of Execution: 3/26/07

By: [Signature]
 Title: General Manager
 Address: 180 Kirby Way
Roseville, CA 95678

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Power and Water Resources Pooling Authority (PWRPA) agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

	Column 2	Column.3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$3,320,620.83	n/a	\$3,320,620.83	\$3,320,620.83	\$3,320,620.83
2009	\$3,123,268.86	n/a	\$3,123,268.86	\$3,123,268.86	\$3,123,268.86
2010	\$3,205,445.79	n/a	n/a	\$3,205,445.79	\$3,205,445.79
2011	\$3,530,285.30	n/a	n/a	n/a	3,530,285.30

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: June 27, 2007

POWER AND WATER RESOURCES
 POOLING AUTHORITY

By: [Signature]

Title: General Manager

Address: 2106 Hornwood Way Ste 100
Carmichael CA 95608

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Redding agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9A Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$4,113,307.05	n/a	\$3,760,141.87	\$5,410,141.87	\$5,410,141.87
2009	\$3,868,843.95	n/a	\$3,536,668.18	\$3,536,668.18	\$3,536,668.18
2010	\$3,970,637.84	n/a	n/a	\$3,615,470.11	\$3,615,470.11
2011	\$4,373,021.84	n/a	n/a	n/a	\$3,980,151.30

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY,

CITY OF REDDING

Date of Execution: 6/22/07

By:  James C. Feider
 Title: Electric Utility Director
 Address: 777 Cypress Avenue
Redding CA 96001

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Roseville agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

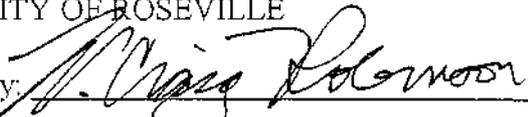
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9A Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$2,226,899.52	n/a	\$2,226,899.52	\$3,076,899.52	\$3,076,899.52
2009	\$2,094,549.87	n/a	\$2,094,549.87	\$2,094,549.87	\$2,094,549.87
2010	\$2,149,659.97	n/a	n/a	\$2,149,659.97	\$2,149,659.97
2011	\$2,367,506.28	n/a	n/a	n/a	\$2,367,506.28

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: April 19, 2007

CITY OF ROSEVILLE

By: 

Title: City Manager

Address: 311 Vernon Street

Roseville, CA 95678

AUTHENTICATED COPY

RESOLUTION NO. 07-171

APPROVING EXHIBIT C, REVISION 10 TO AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH EXHIBIT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City Council approved the Agreement for the Funding of Operation and Maintenance for the Central Valley Project (CVP) Power Facilities in February 1997 (Contract No. 96-SNR-00110) between the City of Roseville and the Western Area Power Association; and

WHEREAS, Exhibit C, Revision 10 has been reviewed by the City Council,

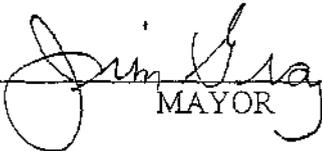
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Exhibit C, Revision 10 of Contract No. 96-SNR-00110 is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 18th day of April 2007, by the following vote on roll call;

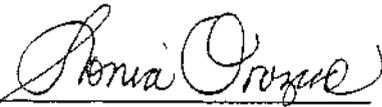
AYES COUNCIL MEMBERS: Allard, Roccucci, Garcia, Garbolino, Gray

NOES COUNCIL MEMBERS: None

ABSENT COUNCIL MEMBERS: None


MAYOR

ATTEST:


City Clerk

*The foregoing instrument is a correct copy
of the original on file in this office.*

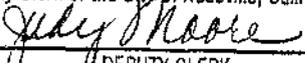
ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

Exhibit C
 (Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 9A Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$15,188,818.59	\$15,200,000.00	\$15,771,658.31	\$18,300,000.00	\$18,300,000.00
2009	\$14,286,112.92	\$14,300,000 00	\$14,761,742.84	\$14,761,742.84	\$14,761,742.84
2010	\$14,661,997.56	n/a	\$15,000,000.00	\$15,000,000.00	\$15,000,000.00
2011	\$16,147,842.74	n/a	n/a	n/a	\$ 16,560,000.00

js

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Date of Execution: May 4, 2007

OK (copy)

By: *Jan Schirmer*

Title: General Manager

Address: 6201 S Street

Sacramento, CA 95817

AUTHENTICATED COPY

Exhibit C
(Individual Customer Commitment and Contribution)

AUTHENTICATED COPY

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The San Juan Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

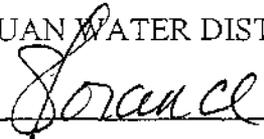
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$48,409.80	n/a	\$4,594.96	\$48,409.80	\$48,409.80
2009	\$45,532.70	n/a	n/a	\$45,532.70	\$45,532.70
2010	\$46,730.72	n/a	n/a	\$46,730.72	\$46,730.72
2011	\$51,466.40	n/a	n/a	n/a	\$51,466.40

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: March 29, 2007

SAN JUAN WATER DISTRICT

By: 

Title: General Manager

Address: 9935 Auburn Folsom Road
Granite Bay, CA 95746

AUTHENTICATED COPY

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$4,406,419.66	n/a	\$4,406,419.66	\$4,406,419.66	\$4,406,419.66
2009	\$4,144,536.22	n/a	\$4,144,536.22	\$4,144,536.22	\$4,144,536.22
2010	\$4,253,583.90	n/a	n/a	\$4,253,583.90	\$4,253,583.90
2011	\$4,684,641.62	n/a	n/a	n/a	\$4,684,641.62

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

Date of Execution: 4-16-07

By: Jennifer Sparacino

Title: City Manager

Address: 1500 Warburton Ave.

Santa Clara, CA 95050

APPROVED AS TO FORM

Helene Heuchler
ASSISTANT CITY ATTORNEY

ATTEST:

[Signature]

City Clerk **AUTHENTICATED COPY**

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 10, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Trinity Public Utilities District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year (FY) and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2011.

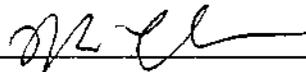
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount	Revised Fair-Share Amount	Revision 8 Contribution Commitment Level Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount
2008	\$1,098,455.36	n/a	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00
2009	\$1,033,171.69	n/a	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00
2010	\$1,060,355.66	n/a	n/a	\$1,200,000.00	\$1,200,000.00
2011	\$1,167,811.99	n/a	n/a	n/a	\$1,200,000.00

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

TRINITY PUBLIC UTILITIES DISTRICT

Date of Execution: April 2, 2007

By: 

Title: General Manager

Address: PO Box 1216

Weaverville, CA 96093

AUTHENTICATED COPY

From/Department Originating: Electric Date Submitted: 9/14/07 Return To: Diana Shiles

Dept Contract Extension Code: PT

Sharon

**BLUE ROUTE SHEET
CITY COUNCIL APPROVAL NOT REQUIRED**

(1) Indicate signature authority:

- City Manager Signature Authority per Ordinance 1784 (CC Action - September 16, 2003)
[Service Agreements with a Value of \$50,000 or Less]
- City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
[Miscellaneous Agreements]
- City Manager Signature Authority per Council Motion (Approved - June 3, 1986)
[Electric Department Mini Service Agreements]
- Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
[Miscellaneous Police Agreements]
- Other: See attached Council Agenda dated 6/20/00

(2) Agreement with: Western Area Power Administration
[NAME OF CONTRACTOR]

(3) For the following services: Exhibit C, Revision 11 to WAPA Contract 96-SNR-00110
[BRIEFLY DESCRIBE THE SERVICES TO BE PROVIDED TO THE CITY]

(4) Department head originating agreement: *John C. Runkles*
[SIGNATURE]

(5) As to Environmental Impact Requirements (If Applicable): NA
[DIRECTOR OF PLANNING & INSPECTION]

(6) Finance Department - Certified as to availability of funds: NA
[PLEASE INDICATE IF NOT APPLICABLE]

Account Number: _____
[INSERT ACCOUNT TO BE CHARGED]

Contract Amount: \$ _____
[INSERT NOT-TO-EXCEED CONTRACT DOLLAR AMOUNT]

(7) Approved as to form: *Heaven Hechtler* Date: 9/19/07
[CITY ATTORNEY] *He*

City Attorney's Office Assignment Number: _____

(8) **Please route to the City Clerk's Office**

Attached: 2 original(s) _____ copy(ies)

- Transmit the attached original to contractor
- Fully executed original on file in City Clerk's Office

09/27/07



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

SEP 10 2007

Mr. Ken Sims
Electric Division Manager
Silicon Valley Power
1601 Civic Center Dr., Ste. # 201
Santa Clara, CA 95050

Dear Mr. Sims:

Enclosed for your signature are three (3) originals of Exhibit C, Revision 11, Individual Customer Commitment and Contribution, as part of Contract No. 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for the Central Valley Project Power Facilities (Agreement). Exhibit C, Revision 11, revises and supersedes existing Exhibit C, Revision 10, to include your Fair-Share Contribution funding amount increase associated with the Western Area Power Administration's (Western) Sacramento Area Voltage Support (SVS) Project for fiscal years (FY) 2009 through 2011.

On August 22, 2007, the O&M Funding Governance Board approved funding for the SVS Project as a Western Capital Improvement Project under the Agreement in an amount up to \$74,000,000 and not less than \$52,000,000.

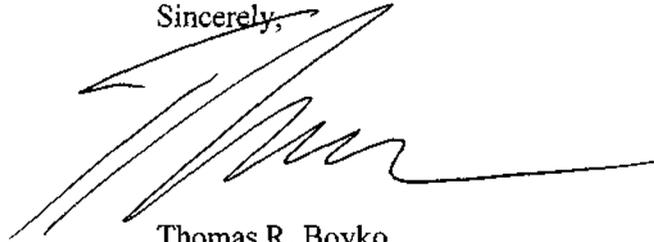
To establish Silicon Valley Power's Contribution increased commitment amount associated with the SVS Project in FY 2009 through 2011 please:

- Enter the Contribution dollar amount you agree to make for FY 2009 through 2011 under Column 6 on the three enclosed Exhibit C originals but not less than the amounts previously committed under Exhibit C, Revision 10;
- Sign and date all three of the enclosed Exhibit C originals; and,
- Retain one original for your records and return two of the originals to Ms. Ruth Nye, N6205, at this office by no later than November 1, 2007.

One authenticated copy of Exhibit C, Revision 11, executed by each of the other O&M Funding Plan customers, will be returned to you.

If you have any questions, please contact Mr. Russell Knight at (916) 353-4523.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Boyko', with a long horizontal flourish extending to the right.

Thomas R. Boyko
Regional Manager

Enclosures
3 Originals of Exhibit C, Revision 11

cc:
Mr. Bill Reichmann
Senior Electric Utility Engineer
Silicon Valley Power
1601 Civic Center Dr., Ste. # 201
Santa Clara, CA 95050

SANTA CLARA
C I F O R N I A

COPY



Electric Department
Silicon Valley Power

October 2, 2007

Ruth Nye
Department of Energy
WAPA
114 Parkshore Drive
Folsom, CA 95630

Dear Ms. Nye:

Enclosed for your records is your signed original Exhibit C, Revision 11 (Individual Customer Commitment and Contribution), as part of Contract 96-SNR-00110 by and between the City of Santa Clara, dba Silicon Valley Power (SVP) and Department of Energy, Western Area Power Administration.

If you have any questions, please contact me at 408.615.6672.

Sincerely,

Diana Shiles
Silicon Valley Power

Enclosure



Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 11, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Section 3 below. The Revision 11 Fair-Share Amounts, including funds for Western's Sacramento Area Voltage Support (SVS) Capital Improvement Project, are shown in Column 5 of the table in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2009 through FY 2011 of not less than the corresponding FY amount shown in Column 4 and not more than the corresponding FY amount shown in Column 5.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Revision 10 Fair-Share Amount	Revision 9 Contribution Commitment Level Amount	Revision 10 Contribution Commitment Level Amount	Revision 11 Fair-Share Amount with SVS Project Funding	Revision 11 Contribution Commitment Level Amount
2008	\$4,406,419.66	\$4,406,419.66	\$4,406,419.66	n/a	\$4,406,419.66
2009	\$4,144,536.22	\$4,144,536.22	\$4,144,536.22	\$4,881,143.00	\$4,881,143.00
2010	\$4,253,583.90	\$4,253,583.90	\$4,253,583.90	\$4,881,143.00	\$4,881,143.00
2011	\$4,684,641.62	n/a	\$4,684,641.62	\$4,881,143.00	\$4,881,143.00

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2008 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 09/26/07

APPROVED AS TO FORM:

SANTA CLARA CITY ATTORNEY'S OFFICE
HELENE LEICHTER, CITY ATTORNEY

By: Helene Leichter
HELENE L. LEICHTER
CITY ATTORNEY

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

By: Jennifer Aparicio
 Title: City Manager

Address: 1500 Warburton Ave.
Santa Clara, CA 95050

ATTEST

[Signature]
 City Clerk

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Electric Department
Silicon Valley Power

April 24, 2008

Ms. Ruth Nye
Western Area Power Administration
114 Parkshore Drive
Folsom, CA 95630

Dear Ms. Nye:

Enclosed for your records is your signed original Exhibit C, Revision 12 to Contract No. 96-SNR-00110 by and between the City of Santa Clara, dba Silicon Valley Power (SVP) and Nalco Company.

If you have any questions, please contact me at 408.615.6672.

Sincerely,

A handwritten signature in cursive script that reads "Diana Shiles".

Diana Shiles
Silicon Valley Power

Enclosure



1500 Warburton Avenue
Santa Clara, CA 95050
(408) 261-5292
FAX (408) 249-0217
www.siliconvalleypower.com

From/Department Originating: Electric Date Submitted: 4/5/08 Return To: Diana Shiles

Dept Contract Extension Code: PT

BLUE ROUTE SHEET CITY COUNCIL APPROVAL NOT REQUIRED

Sharon

(1) Indicate signature authority:

- City Manager Signature Authority per Ordinance 1784 (CC Action - September 16, 2003) [Service Agreements with a Value of \$50,000 or Less]
- City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999) [Miscellaneous Agreements]
- City Manager Signature Authority per Council Motion (Approved - June 3, 1986) [Electric Department Mini Service Agreements]
- Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995) [Miscellaneous Police Agreements]
- Other: See attached Council Agenda dated 6/20/00

(2) Agreement with: Western Area Power Administration
[NAME OF CONTRACTOR]

(3) For the following services: Exhibit C, Revision 12 to Contract 96-SNR-00110 for Funding of Operation and Maintenance for the Central Valley Project Power Facilities
[BRIEFLY DESCRIBE THE SERVICES TO BE PROVIDED TO THE CITY]

(4) Department head originating agreement: *[Signature]*
[SIGNATURE]

(5) As to Environmental Impact Requirements (If Applicable): NA
[DIRECTOR OF PLANNING & INSPECTION]

(6) Finance Department - Certified as to availability of funds: *MAPUA*
[PLEASE INDICATE IF NOT APPLICABLE]

Account Number: 091-132187880
[INSERT ACCOUNT TO BE CHARGED] *cu*

Contract Amount: \$ 4,881,143.00
[INSERT NOT-TO-EXCEED CONTRACT DOLLAR AMOUNT]

(7) Approved as to form: *[Signature]* Date: 4/10/08
[CITY ATTORNEY]

City Attorney's Office Assignment Number: 08.022

(8) Please route to the City Clerk's Office

Attached: 3 original(s) _____ copy(ies)

- Transmit the attached original to contractor
- Fully executed original on file in City Clerk's Office
04/14/08

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 12, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 3 below. The Exhibit C, Revision 12, Fair-Share Funding Amounts are shown in Column 2 of the table in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2012 of not more than the FY 2012 amount shown in Column 2 and not less than the FY 2012 amount shown in Column 3.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Funding Amount	Minimum Funding Amount	Revision 10 Contribution Commitment Level Amount	Revision 11 Contribution Commitment Level Amount	Revision 12 Contribution Commitment Level Amount
2009	\$4,144,536.22	n/a	\$4,144,536.22	\$4,881,143.00	\$4,881,143.00
2010	\$4,253,583.90	n/a	\$4,253,583.90	\$4,881,143.00	\$4,881,143.00
2011	\$4,684,641.62	n/a	\$4,684,641.62	\$4,881,143.00	\$4,881,143.00
2012	\$4,713,854.66	\$559,686.09	n/a	n/a	\$4,881,143.00

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2009 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: _____

APPROVED AS TO FORM:

SANTA CLARA CITY ATTORNEY'S OFFICE
HELENE LEICHTER, CITY ATTORNEY

By: *Lindsay Speck*
LINDSAY SPECK
DEPUTY CITY ATTORNEY

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

By: *Jennifer Sparacino*
 Title: City Manager

Address: 1500 Warburton Ave.
Santa Clara, CA 95050

ATTEST:

[Signature]
City Clerk

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 12, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 3 below. The Exhibit C, Revision 12, Fair-Share Funding Amounts are shown in Column 2 of the table in Section 3 below.
3. Please specify the Contribution commitment level in Column 6 for FY 2012 of not more than the FY 2012 amount shown in Column 2 and not less than the FY 2012 amount shown in Column 3.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Funding Amount	Minimum Funding Amount	Revision 10 Contribution Commitment Level Amount	Revision 11 Contribution Commitment Level Amount	Revision 12 Contribution Commitment Level Amount
2009	\$4,144,536.22	n/a	\$4,144,536.22	\$4,881,143.00	\$4,881,143.00
2010	\$4,253,583.90	n/a	\$4,253,583.90	\$4,881,143.00	\$4,881,143.00
2011	\$4,684,641.62	n/a	\$4,684,641.62	\$4,881,143.00	\$4,881,143.00
2012	\$4,713,854.66	\$559,686.09	n/a	n/a	\$4,881,143.00

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2009 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

Date of Execution: _____

By: Jennifer Sparacino
 Jennifer Sparacino
 Title: City Manager

APPROVED AS TO FORM:

Address: 1500 Warburton Ave.

SANTA CLARA CITY ATTORNEY'S OFFICE
HELENE LEICHTER, CITY ATTORNEY

Santa Clara, CA 95050

By: Lindsay Speck
 LINDSAY SPECK
 DEPUTY CITY ATTORNEY

ATTEST:
[Signature]
 City Clerk

Meeting Date: 6/20/00

AGENDA REPORT

- Council
- Agency
- SOSA

City of Santa Clara, California



APPROVED BY COUNCIL
 Date: 6/20/00

Date: May 26, 2000

To: CITY MANAGER FOR COUNCIL ACTION

From: JAMES H. POPE, Director of Electric Utility

Subject: Approval of Amendments and Revisions to Western Area Power Administration and Bureau of Reclamation Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities

EXECUTIVE SUMMARY:

On September 16, 1997 Council approved Contract 96-SNR-00110 (Agreement) that Western Area Power Administration developed in conjunction with Bureau of Reclamation (Reclamation) and several of Western's customers for Funding of Operation and Maintenance for Central Valley Project Power Facilities. The Agreement became effective November 12, 1997.

Amendment No.1 to the Agreement will remove General Power Contract Provision (GPCP) Article 37.2 from Section 16 of the Agreement. GPCP Article 37.2 requires that any successor to the General Power Contract (GPC) will be subject to "all" the provisions and conditions of the GPC, not just the Articles delineated in Section 16 of the Agreement. The Section 16 list of GPCP Articles are attached and made part of the Agreement.

Amendment No.2 to the Contract will modify Section 13 of the Agreement to allow the Governance Board to approve assignment or transfer of interest in the Agreement to another party. The Agreement exhibits are normally revised on an annual basis.

The Exhibit A revision updates the list of signatories to the Agreement and Exhibit B revision updates the list of contributing customers. The Exhibit C revision updates the prorated Individual Customer Commitment and Contribution for the fiscal year four years from the current fiscal year. Exhibit C Revision 3 will be for fiscal year 2003 funding levels approved by the CVP O&M Governance Board on 4/12/00. These revisions are non-substantive and administrative in nature.

ADVANTAGES & DISADVANTAGES OF ISSUE:

The advantage of Amendment No. 1 is that by removing GPCP Article 37.2 from the Agreement the City will be allowed to assign it's prorated rights and it's successor will not be subject to all the provisions and conditions of the GPCP. The advantage of Amendment No.2 is that it allows individual customers to reassign their prorated portions of the overall Agreement with approval of the CVP O&M Governance Board and not all entities which have signed the Agreement. The disadvantage is that Santa Clara will lose complete control over this process and will have to appeal to the Governance Board in those instances where it might object to a reassignment. The advantages and disadvantages of Exhibit C funding were explained at the time the Agreement was approved by Council.

Memorandum to City Manager for Council Action
Amendments and Revisions to WAPA Contract 96-SNR-00110
May 30, 2000

Page 2

ECONOMIC/FISCAL IMPACT:

There are no additional funding requirements for Amendment No.2. Exhibit C revision 3 commits Santa Clara to a minimum funding level for O&M activities four years out from the current fiscal year. Council will approve actual funding for this commitment via the fiscal year 2003 budgetary process. Participation may be terminated upon a 90-day notice, and commitments to fund can not extend beyond a termination of the contract with Western.

STAFF RECOMMENDATION:

The Council approve and authorize the City Manager or her designee to execute the following amendments and revisions to the Western Area Power Administration and Bureau of Reclamation Contract 96-SNR-00110: Amendment No. 1 which deletes General Power Contract Provision Article 37.2 from Section 16 requiring that any successor to the General Power Contract will be subject to "all" provisions and conditions; Amendment No. 2 which allows the Central Valley Project Operation and Maintenance Governance Board to approve assignment or transfer of interest in the Contract to another party, and any future non-substantive revisions or amendments which are administrative in nature.



James H. Pope
Director of Electric Utility

Approved:



Jennifer Sparacino
City Manager

Attachment

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Power and Water Resources Pooling Authority agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$ 1,250,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12A Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$3,205,445.79	\$3,205,445.79	\$1,250,000.00	\$4,455,445.79	3,205,445.79 <i>[Signature]</i>
2011	\$3,530,285.30	\$3,530,285.30	n/a	\$3,530,285.30	\$3,530,285.30
2012	\$3,552,299.87	\$3,552,299.87	n/a	\$3,552,299.87	\$3,552,299.87
2013	\$3,790,192.51	n/a	n/a	\$3,790,192.51	3790192.51

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

POWER AND WATER RESOURCES
 POOLING AUTHORITY

Date of Execution: Sept 1 2009

By: *[Signature]*

Title: General Manager

Address: 2106 Homewood Way
Carmichael CA 95608

Exhibit C, Revision 13
 Eastside Power Authority
 Contract No. 96-SNR-00110

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Eastside Power Authority agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$100,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12 Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$302,262.36	\$29,960.55	\$100,000.00	\$129,960.55	\$29,960.55
2011	\$332,893.59	\$38,855.25	n/a	\$38,855.25	\$38,855.25
2012	\$334,969.49	\$39,771.65	n/a	\$39,771.65	\$39,771.65
2013	\$357,401.93	n/a	n/a	\$357,401.93	\$42,435.00

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 7/1/09

EASTSIDE POWER AUTHORITY

By: [Signature]

Title: PRESIDENT, ESPA BOARD

Address: 14181 AVENUE 24

DELANO, CA 93215

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Turlock Irrigation District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$25,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12 Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$128,284.27	\$128,284.27	\$25,000.00	\$153,284.27	\$128,284.27
2011	\$141,284.58	\$141,284.58	n/a	\$141,284.58	\$141,284.58
2012	\$142,165.62	\$142,165.62	n/a	n/a	\$142,165.62
2013	\$151,686.26	n/a	n/a	\$151,686.26	\$151,686.26

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/2/09

TURLOCK IRRIGATION DISTRICT

By: [Signature]
 Title: Interim AGM Resource Mgmt, Planning & Rates
 Address: 333 E. Canal Drive
Turlock, CA 95381

Exhibit C, Revision 13
 Northern California Power Agency
 Contract No. 96-SNR-00110

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as apart of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Northern California Power Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$2,400,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12A Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$7,752,138.27	\$8,871,449.00	\$2,400,000.00	\$11,271,449.00	11,271,449.00 <i>me</i>
2011	\$8,537,739.09	\$8,871,449.00	n/a	\$8,871,449.00	\$8,871,449.00
2012	\$8,590,979.73	\$8,590,979.73	n/a	\$8,590,979.73	\$8,590,979.73
2013	\$9,166,305.83	n/a	n/a	\$9,166,305.83	9,166,305.83 <i>me</i>

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

NORTHERN CALIFORNIA POWER AGENCY

Date of Execution: 6/9/09

By: *[Signature]*

Title: General Manager

Address: 651 Commerce Drive
 Roseville, CA 95678

Exhibit C, Revision 13
 NASA, Ames Research Center
 Contract No. 96-SNR-00110

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$2,000,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12 Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$2,492,356.60	\$2,492,356.60	\$2,000,000.00	\$4,492,356.60	\$4,492,356.60
2011	\$2,744,931.74	\$2,744,931.74	n/a	\$2,744,931.74	\$2,744,931.74
2012	\$2,762,048.91	\$2,762,048.91	n/a	\$2,762,048.91	\$2,762,048.91
2013	\$2,947,019.53	n/a	n/a	\$2,947,019.53	\$2,947,019.53

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/6/09

NASA, AMES RESEARCH CENTER

By: [Signature]

Title: Assoc. Dir. of Institutions & Research

Address: MS 200-3

Moffett Field, CA 94035

Exhibit C, Revision 13
 NASA, Ames Research Center-Eastside Airfield
 Contract No. 96-SNR-00110

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The NASA, Ames Research Center-Eastside Airfield agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$250,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12 Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$156,050.57	\$747,016.00	\$250,000.00	\$997,016.00	\$747,016.00
2011	\$171,864.72	\$747,016.00	n/a	\$747,016.00	\$747,016.00
2012	\$172,936.45	\$747,016.00	n/a	\$747,016.00	\$747,016.00
2013	\$184,517.77	n/a	n/a	\$184,517.77	\$747,016.00

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/6/09

NASA, AMES RESEARCH CENTER-
 EASTSIDE AIRFIELD

By: [Signature]

Title: Assoc. Dir. of Institutions & Research

Address: MS 200-3
Moffett Field, CA 94035

Exhibit C, Revision 13
 City of Santa Clara d.b.a. Silicon Valley Power
 Contract No. 96-SNR-00110

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$500,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12A Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$4,253,583.90	\$4,881,143.00	\$500,000.00	\$5,381,143.00	\$5,381,143.00
2011	\$4,684,641.62	\$4,881,143.00	n/a	\$4,881,143.00	\$4,881,143.00
2012	\$4,713,854.66	\$4,881,143.00	n/a	\$4,881,143.00	\$4,881,143.00
2013	\$5,029,535.02	n/a	n/a	\$5,029,535.02	\$5,029,535.02

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 04/13/09

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

By: Jennifer Sparacino
 Jennifer Sparacino
 Title: City Manager

Address: 1500 Warburton Ave.
 Santa Clara, CA 95050

ATTEST:

 City Clerk

APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE
HELENE LEICHTER, CITY ATTORNEY

By: Lindsay Speck
 LINDSAY SPECK
 DEPUTY CITY ATTORNEY

Exhibit C, Revision 13
 Lassen Municipal Utility District
 Contract No. 96-SNR-00110

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Lassen Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$250,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12 Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$142,725.75	\$5,000,000.00	\$250,000.00	\$5,250,000.00	\$5,000,000.00
2011	\$157,189.56	\$5,000,000.00	n/a	\$5,000,000.00	\$5,000,000.00
2012	\$158,169.78	\$158,169.78	n/a	\$158,169.78	\$158,169.78
2013	\$168,762.19	n/a	n/a	\$168,762.19	\$168,762.19

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 3/23/09

LASSEN MUNICIPAL UTILITY DISTRICT
 By: [Signature]
 Title: Controller
 Address: 65 S. Loop St
Susana, CA 96130

Exhibit C, Revision 13
 Trinity Public Utilities District
 Contract No. 96-SNR-00110

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Trinity Public Utilities District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$317,335 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

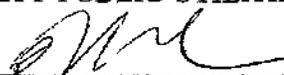
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12 Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$1,060,355.66	\$1,777,195.00	\$317,335.00	\$2,094,530.00	\$2,094,530.00
2011	\$1,167,811.99	\$1,777,195.00	n/a	\$1,777,195.00	\$1,777,195.00
2012	\$1,175,094.37	\$1,175,094.37	n/a	\$1,175,094.37	\$1,175,094.37
2013	\$1,253,788.82	n/a	n/a	\$1,253,788.82	\$1,253,788.82

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

TRINITY PUBLIC UTILITIES DISTRICT

Date of Execution: February 27, 2009

By: 

Title: General Manager

Address: P.O. Box 1216

Weaverville, CA 96093

Exhibit C
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Redding agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$1,680,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12B Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$3,970,637.84	\$6,971,834.00	\$1,680,000.00	\$8,651,834.00	8,651,834.00
2011	\$4,373,021.84	\$5,371,834.00	n/a	\$5,371,834.00	\$5,371,834.00
2012	\$4,400,291.65	\$4,400,291.65	n/a	\$4,400,291.65	\$4,400,291.65
2013	\$4,694,973.13	n/a	n/a	\$4,694,973.13	4,694,973.13

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 3/31/09

CITY OF REDDING *SW*

By: Paul Hansen

Title: Electric Utility Director

Address: 777 Cypress Avenue

Redding, CA 96001

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Roseville agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$1,200,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12B Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$2,149,659.97	\$4,974,568.00	\$1,200,000.00	\$6,174,568.00	\$6,174,568.00
2011	\$2,367,506.28	\$4,124,568.00	n/a	\$4,124,568.00	\$4,124,568.00
2012	\$2,382,269.85	\$2,382,269.85	n/a	\$2,382,269.85	\$2,382,269.85
2013	\$2,541,807.19	n/a	n/a	\$2,541,807.19	\$2,541,807.19

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: March 19, 2009

CITY OF ROSEVILLE
 By: [Signature]
 Title: Assistant City Manager
 Address: 311 Vernon Street
Roseville, CA 95678

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Sacramento Municipal Utility District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 3 below.
3. The suggested Step-up Contribution Amount of \$5,315,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project (CIP) in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 reflect your recommended share of the Step-up Contribution Amounts as described in Section 3 above.

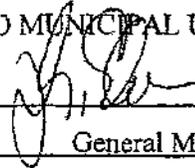
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12B Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$14,661,997.56	\$28,600,000.00	\$5,315,000.00	\$33,915,000.00	\$34,000,000.00
2011	\$16,147,842.74	\$22,000,000.00	n/a	\$22,000,000.00	\$22,000,000.00
2012	\$16,248,539.37	\$16,500,000.00	n/a	\$16,500,000.00	\$20,000,000.00
2013	\$17,336,681.72	n/a	n/a	\$17,336,681.72	\$20,000,000.00

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Date of Execution: 3/18/2009

By: 
 Title: General Manager
 Address: P.O. Box 15830, M.S. B408
Sacramento, CA 95852-1830

old (copy 2)

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as apart of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The San Juan Water District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$10,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12 Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$46,730.72	\$46,730.72	\$10,000.00	\$56,730.72	56,730.72
2011	\$51,466.40	\$51,466.40	n/a	\$51,466.40	\$51,466.40
2012	\$51,787.34	\$51,787.34	n/a	\$51,787.34	\$51,787.34
2013	\$55,255.47	n/a	n/a	\$55,255.47	55,255.47

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 3/17/09

SAN JUAN WATER DISTRICT
 By: [Signature]
 Title: General Manager
 Address: 19935 Webster Johnson Rd
Granite Bay, CA 95258

AUTHENTICATED COPY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 13, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The Bay Area Rapid Transit District agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 4 below.
3. The proposed Step-up Contribution Amount of \$25,000 for Western's Tracy Double Breaker-Double Bus Capital Improvement Project in FY 2010 is shown in Column 4 below.
4. Please specify your Contribution commitment levels in Column 6; the amounts specified shall not be less than the amounts shown in Column 3. The amounts shown in Column 5 include your proposed share of the Step-up Contribution Amount as described in Section 3 above.

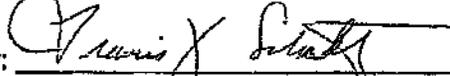
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Original Fair-Share Funding Amount	Revision 12 Contribution Commitment Level Amount	Proposed Step-Up Commitment Level Amount	Proposed Revision 13 Contribution Commitment Level Amount	Revision 13 Contribution Commitment Level Amount
2010	\$193,589.98	\$222,360.00	\$25,000.00	\$257,360.00	\$257,360.00
2011	\$213,208.36	\$222,360.00	n/a	\$222,360.00	\$222,360.00
2012	\$214,537.91	\$214,537.91	n/a	\$214,537.91	\$214,537.91
2013	\$228,905.22	n/a	n/a	\$228,905.22	\$228,905.22

5. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2010 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 3/5/2009

BAY AREA RAPID TRANSIT DISTRICT

By: 

Title: Manager, Energy Div

Address: SF BART, LKS-16

300 Lakeside Dr, Oakland CA 94609

AUTHENTICATED COPY

RESOLUTION NO. 09-06

BE IT RESOLVED BY THE GOVERNANCE BOARD OF

The Agreement for the Funding of Operations and Maintenance
for the Central Valley Project Power Facilities

Tim Nichols as the Governance Board Chair is authorized, on behalf of the Governance Board of the Agreement for the Funding of Operations and Maintenance for the Central Valley Project Power Facilities, Contract No. 96-SNR-00110, (Agreement) to execute this Resolution.

The Governance Board approves, as conditioned below, the transfer of \$9,217,000, shown under the Western Component of the Preliminary FY 2011 Customer Operation and Maintenance Funding Plan previously approved under Resolution 07-02, from Governance Funds to Working Funds, as recommended by the Technical Committee. The Governance Board also approves the \$12,912,329 Capital Improvement Project funds previously approved under Resolution 07-08 as Working Funds for the SVS Project as part of the FY 2011 Plan as recommended by the Technical Committee. These approvals are necessary in order for Western to bill and credit these FY 2011 Customer Funds during FY 2010.

The FY 2011 Plan is based on current contracts and operating conditions and is subject to change by the Governance Board. This approval is conditioned on Western having sufficient ability to credit customer's power and power related bills during FY 2010.

None of the funds approved under the FY 2011 Customer O & M Funding Plan shall be used for post September 11, 2001, security costs, including funding for guards and patrols.

Adopted on: August 12, 2009

IN WITNESS WHEREOF, the signatories hereto represent that they have been appropriately authorized to enter into this Resolution on behalf of the Governance Board.

Attest:
By: Janell Water
Title: Resource Planner
Redding Electric Utility

By: Tim Nichols
Title: Governance Board Chair
Date: 8/31/09

Dept Contract Extension Code: PT

BLUE ROUTE SHEET CITY COUNCIL APPROVAL NOT REQUIRED

(1) Indicate signature authority:

- City Manager Signature Authority per Ordinance 1784 (CC Action - September 16, 2003)
[Service Agreements with a Value of \$50,000 or Less]
- City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
[Miscellaneous Agreements]
- City Manager Signature Authority per Council Motion (Approved - June 3, 1986)
[Electric Department Mini Service Agreements]
- Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
[Miscellaneous Police Agreements]
- Other: Council Agenda dated 6/20/00

(2) Agreement with: Western Area Power Administration
[NAME OF CONTRACTOR]

(3) For the following services: Exhibit C. Revision 14 to Contract 96-SNR-00100 for Funding of Operation and Maintenance for the Central Valley Project Power Facilities
[BRIEFLY DESCRIBE THE SERVICES TO BE PROVIDED TO THE CITY]

(4) Department head originating agreement: *John E. Roudema*
[SIGNATURE]

(5) As to Environmental Impact Requirements (If Applicable): NA
[DIRECTOR OF PLANNING & INSPECTION]

(6) Finance Department - Certified as to availability of funds: *Daryn Ameling*
[PLEASE INDICATE IF NOT APPLICABLE]

Account Number: 091-1321-87880 ^{OK}
[INSERT ACCOUNT TO BE CHARGED]

Contract Amount: \$ 5,229,943.01
[INSERT NOT-TO-EXCEED CONTRACT DOLLAR AMOUNT]

(7) Approved as to form: *Juday Beavers* Date: 5-14-10
[CITY ATTORNEY]

City Attorney's Office Assignment Number: 10.0619

(8) **Please route to the City Clerk's Office**

Attached: 3 original(s) _____ copy(ies)

- Transmit the attached ⁽²⁾ original to contractor
- Fully executed original on file in City Clerk's Office

5/21/10



Giving you the power
to change the world.

May 26, 2010

Ruth Nye
Western Area Power Administration
114 Parkshore Drive
Folsom, CA 95630

Dear Ms. Nye:

Enclosed for your records is the signed original Exhibit C, Revision 14, City of Santa Clara d.b.a. Silicon Valley Power, Contract No. 96-SNR-00110 (Individual Customer Commitment and Contribution).

If you have any questions, please contact me at 408.615.6672.

Sincerely,


Diana Shiles
Silicon Valley Power

Enclosure

1500 Warburton Ave.

Santa Clara, CA 95050

Ph: (408) 261-5292

Fax: (408) 249-0217

F/Shiles/ltr/WAPA Exhibit C of contract 96-00110 (1) 5-26-2010



Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 14, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 5 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 5.

	Column 2	Column 3	Column 4	Column 5
FY	Original Fair-Share Funding Amount	Revision 13 Contribution Commitment Level Amount	Proposed Revision 14 Contribution Commitment Level Amount	Revision 14 Contribution Commitment Level Amount
2011	\$4,684,641.62	\$4,881,143.00	\$4,881,143.00	\$4,881,143.00
2012	\$4,713,854.66	\$4,881,143.00	\$4,881,143.00	\$4,881,143.00
2013	\$5,029,535.02	\$5,029,535.02	\$5,029,535.02	\$5,029,535.02
2014	\$5,229,943.01	n/a	\$5,229,943.01	\$5,229,943.01

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2011 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/18/10

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

By: Jennifer Aparicio
 Title: City Manager

Address: 1500 Warburton Avenue
Santa Clara, CA 95050

ATTEST: [Signature]
 City Clerk

APPROVED AS TO FORM:

SANTA CLARA CITY ATTORNEY'S OFFICE
HELENE LEICHTER, CITY ATTORNEY

By: Lindsay Beavers
 LINDSAY SPECK
 DEPUTY CITY ATTORNEY

5/19/11

From/Department Originating: Electric Date Submitted: 4/29/11 Return To: Diana Shiles

Dept Contract Extension Code: PT

BLUE ROUTE SHEET

CITY COUNCIL APPROVAL NOT REQUIRED

(1) Indicate signature authority

- City Manager Signature Authority per Ordinance 1784 (CC Action - September 16, 2003)
[Service Agreements with a Value of \$50,000 or Less]
- City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
[Miscellaneous Agreements]
- City Manager Signature Authority per Resolution 5600 (CC Action - May 28, 1991)
[Miscellaneous Agreements]
- City Manager Signature Authority per Council Motion (Approved - June 3, 1986)
[Electric Department Mini Service Agreements]
- Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
[Miscellaneous Police Agreements]
- Other: Council Action of June 20, 2000

(2) Agreement with/Document for: Western Area Power Administration
NAME OF CONTRACTOR/OTHER PARTY

(3) For the following: Exhibit C, Revision 15 to Contract 96-SNR-00110 for Funding of Operation and Maintenance for the Central Valley Project Power Facilities
[BRIEFLY DESCRIBE THE AGREEMENT/DOCUMENT]

(4) Insurance is in compliance per EBIX printout (attached). [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(5) Department head originating agreement: John Ronkema
[SIGNATURE]

(6) As to Environmental Impact Requirements (If Applicable): N/A
[DIRECTOR OF PLANNING & INSPECTION]

(7) Finance Department - Certified as to availability of funds: Dorey Ameling
[PLEASE INDICATE IF NOT APPLICABLE]

Account Number: 091-1321-87880
[INSERT ACCOUNT TO BE CHARGED] ok. if

Contract Amount: \$ 5,381,059.55
[INSERT NOT-TO-EXCEED CONTRACT DOLLAR AMOUNT]

(8) Approved as to form: Jindsay Brown Date: 5/11/11
[CITY ATTORNEY]

City Attorney's Office Assignment Number: 11.0510

(9) **Please route to the City Clerk's Office**

Attached: 130 original(s) _____ copy(ies)

- Transmit the attached original(s) to contractor
- Fully executed original on file in City Clerk's Office

5/18/11

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Electric Department
Silicon Valley Power

May 20, 2011

Ruth Nye
Western Area Power Administration
114 Parshore Drive
Folsom, CA 95630

Dear Ms. Nye:

Enclosed for your records is the signed original Exhibit C, Revision 15,
City of Santa Clara dba Silicon Valley Power, Contract 96-SNR-00110
Individual Customer Commitment and Contribution.

If you have any questions, please contact me at 408.615.6672.

Sincerely,

A handwritten signature in cursive script that reads "Diana Shiles".

Diana Shiles
Silicon Valley Power



1500 Warburton Avenue
Santa Clara, CA 95050
(408) 261-5292
FAX (408) 249-0217
www.siliconvalleypower.com

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 15, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 5 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 5.

	Column 2	Column 3	Column 4	Column 5
FY	Original Fair-Share Funding Amount	Revision 14 Contribution Commitment Level Amount	Proposed Revision 15 Contribution Commitment Level Amount	Revision 15 Contribution Commitment Level Amount
2012	\$4,713,854.66	\$4,881,143.00	\$4,881,143.00	\$4,881,143.00
2013	\$5,029,535.02	\$5,029,535.02	\$5,029,535.02	\$5,029,535.02
2014	\$5,229,943.01	\$5,229,943.01	\$5,229,943.01	\$5,229,943.01
2015	\$5,381,059.55	n/a	\$5,381,059.55	\$5,381,059.55

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2012 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

Date of Execution: 5/18/11

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER
 By: Jennifer Sparacino
 Title: City Manager
 Address: 1500 Warburton Avenue
Santa Clara, CA 95050

ATTEST:

[Signature]
 City Clerk

APPROVED AS TO FORM:

SANTA CLARA CITY ATTORNEY'S OFFICE

For: Lindsay Beavers
 CITY ATTORNEY

Dept Contract Extension Code: GEN

BLUE ROUTE SHEET CITY COUNCIL APPROVAL NOT REQUIRED

- (1) Indicate signature authority
- City Manager Signature Authority per Ordinance 1784 (CC Action - September 16, 2003)
[Service Agreements with a Value of \$50,000 or Less]
 - City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
[Miscellaneous Agreements]
 - City Manager Signature Authority per Resolution 5600 (CC Action - May 28, 1991)
[Miscellaneous Agreements]
 - City Manager Signature Authority per Council Motion (Approved - June 3, 1986)
[Electric Department Mini Service Agreements]
 - Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
[Miscellaneous Police Agreements]
- Other: Council Action dated June 20, 2000

(2) Agreement with/Document for: Western Area Power Administration
NAME OF CONTRACTOR/OTHER PARTY

(3) For the following: Exhibit C, Revision 16 to Contract 96-SNR-00110 for Funding of Operation and Maintenance of the Central Valley Project Power Facilities
[BRIEFLY DESCRIBE THE AGREEMENT/DOCUMENT]

(4) Insurance is in compliance per EBIX printout (attached). [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(5) Department head originating agreement: *John Runkeme*
[SIGNATURE]

(6) As to Environmental Impact Requirements (If Applicable): N/A
[DIRECTOR OF PLANNING & INSPECTION]

(7) Finance Department - Certified as to availability of funds: *Dary Chelving*
[PLEASE INDICATE IF NOT APPLICABLE]

Account Number: 091-1321-87880 ok ef
[INSERT ACCOUNT TO BE CHARGED]

Contract Amount: \$ 5,536,661.54
[INSERT NOT-TO-EXCEED CONTRACT DOLLAR AMOUNT]

(8) Approved as to form: *Jindsay Bowers* Date: 4-18-12
[CITY ATTORNEY]

City Attorney's Office Assignment Number: 12.0561

(9) Please route to the City Clerk's Office

Attached: 3 original(s) _____ copy(ies)

- Transmit the attached original to contractor
- Fully executed original on file in City Clerk's Office

4/24/12

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Electric Department
Silicon Valley Power

May 3, 2012

Ruth Nye
Western Area Power Administration
114 Parkshore Drive
Folsom, CA 95630

Dear Ms. Nye:

Enclosed for your records is the signed original Exhibit C, Revision 16, City of Santa Clara d.b.a. Silicon Valley Power, Contract No. 96-SNR-00110 (Individual Customer Commitment and Contribution).

If you have any questions, please contact me at 408.615.6672.

Sincerely,


Diana Shiles
Silicon Valley Power

Enclosure

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 16, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 5 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 5.

	Column 2	Column 3	Column 4	Column 5
FY	Original Fair-Share Funding Amount	Revision 15 Contribution Commitment Level Amount	Proposed Revision 16 Contribution Commitment Level Amount	Revision 16 Contribution Commitment Level Amount
2013	\$5,029,535.02	\$5,029,535.02	n/a	\$5,029,535.02
2014	\$5,229,943.01	\$5,229,943.01	n/a	\$5,229,943.01
2015	\$5,381,059.55	\$5,381,059.55	n/a	\$5,381,059.55
2016	\$5,536,661.54	n/a	\$5,536,661.54	\$5,536,661.54

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2013 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

Date of Execution: 04/19/12

By: Jennifer Sparacino
 Title: City Manager

Address: 1500 Warburton Ave.

Santa Clara, CA 95050

ATTEST:

[Signature]
 City Clerk

**APPROVED AS TO FORM:
 SANTA CLARA CITY ATTORNEY'S OFFICE**

Lindsay Beavers
LINDSAY BEAVERS, DEPUTY CITY ATTORNEY

Exhibit C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 16, as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 5 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 5.

	Column 2	Column 3	Column 4	Column 5
FY	Original Fair-Share Funding Amount	Revision 15 Contribution Commitment Level Amount	Proposed Revision 16 Contribution Commitment Level Amount	Revision 16 Contribution Commitment Level Amount
2013	\$5,029,535.02	\$5,029,535.02	n/a	\$5,029,535.02
2014	\$5,229,943.01	\$5,229,943.01	n/a	\$5,229,943.01
2015	\$5,381,059.55	\$5,381,059.55	n/a	\$5,381,059.55
2016	\$5,536,661.54	n/a	\$5,536,661.54	\$5,536,661.54

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for fiscal years prior to FY 2013 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SANTA CLARA d.b.a. SILICON VALLEY POWER

Date of Execution: 04/19/12

By: Jennifer Sparacino
 Title: Jennifer Sparacino
City Manager
 Address: 1500 Warburton Ave.
Santa Clara, CA 95050

**APPROVED AS TO FORM:
 SANTA CLARA CITY ATTORNEY'S OFFICE**
Lindsay Beavers
LINDSAY BEAVERS, DEPUTY CITY ATTORNEY

ATTEST:
[Signature]
City Clerk



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

CITY OF SANTA CLARA

APR 4 - 2012

ELECTRIC RESOURCES DEPT.

APR - 3 2012

Mr. John Roukema
Director of Electric Utility
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Mr. Roukema:

Enclosed for your signature are three (3) originals of Exhibit C, Revision 16, Individual Customer Commitment and Contribution, as part of Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance (O&M) for Central Valley Project Power Facilities. Exhibit C, Revision 16, supersedes Exhibit C, Revision 15, and sets forth your Fair-Share Contribution funding amount for fiscal year (FY) 2016.

On February 7, 2012, the O & M Funding Governance Board approved the FY 2016 Preliminary Customer O & M Funding Plan in the amount of \$53,134,300.

To establish Silicon Valley Power's Contribution commitments under Exhibit C, Revision 16, please:

- Enter the Contribution dollar amounts you agree to make under Column 5 on the three enclosed Exhibit C originals;
- Sign and date all three of the enclosed Exhibit C originals; and
- Retain one original for your records and return two of the originals to Ms. Ruth Nye, N6205, at this office by July 1, 2012.

One authenticated copy of Exhibit C, Revision 16, executed by each of the other O & M Funding Plan customers will be provided to you.

If you have any questions, please contact Mr. Russell Knight at (916) 353-4523.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas R. Boyko".

for
Thomas R. Boyko
Regional Manager

Enclosure (3)

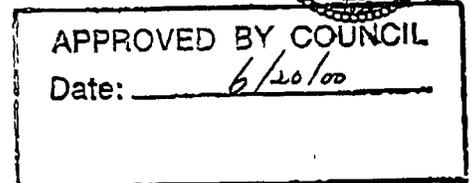
Meeting Date: 6/20/00

AGENDA REPORT

Agenda Item # 7B.2

- Council
- Agency
- SOSA

City of Santa Clara, California



Date: May 26, 2000
 To: CITY MANAGER FOR COUNCIL ACTION
 From: JAMES H. POPE, Director of Electric Utility
 Subject: Approval of Amendments and Revisions to Western Area Power Administration and Bureau of Reclamation Contract 96-SNR-00110, Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities

EXECUTIVE SUMMARY:

On September 16, 1997 Council approved Contract 96-SNR-00110 (Agreement) that Western Area Power Administration developed in conjunction with Bureau of Reclamation (Reclamation) and several of Western's customers for Funding of Operation and Maintenance for Central Valley Project Power Facilities. The Agreement became effective November 12, 1997.

Amendment No. 1 to the Agreement will remove General Power Contract Provision (GPCP) Article 37.2 from Section 16 of the Agreement. GPCP Article 37-2 requires that any successor to the General Power Contract (GPC) will be subject to "all" the provisions and conditions of the GPC, not just the Articles delineated in Section 16 of the Agreement. The Section 16 list of GPCP Articles are attached and made part of the Agreement.

Amendment No.2 to the Contract will modify Section 13 of the Agreement to allow the Governance Board to approve assignment or transfer of interest in the Agreement to another party. The Agreement exhibits are normally revised on an annual basis.

The Exhibit A revision updates the list of signatories to the Agreement and Exhibit B revision updates the list of contributing customers. The Exhibit C revision updates the prorated Individual Customer Commitment and Contribution for the fiscal year four years from the current fiscal year. Exhibit C Revision 3 will be for fiscal year 2003 funding levels approved by the CVP O&M Governance Board on 4/12/00. These revisions are non-substantive and administrative in nature.

ADVANTAGES & DISADVANTAGES OF ISSUE:

The advantage of Amendment No. 1 is that by removing GPCP Article 37.2 from the Agreement the City will be allowed to assign it's prorated rights and it's successor will not be subject to all the provisions and conditions of the GPCP. The advantage of Amendment No.2 is that it allows individual customers to reassign their prorated portions of the overall Agreement with approval of the CVP O&M Governance Board and not all entities which have signed the Agreement. The disadvantage is that Santa Clara will lose complete control over this process and will have to appeal to the Governance Board in those instances where it might object to a reassignment. The advantages and disadvantages of Exhibit C funding were explained at the time the Agreement was approved by *Council*.

ECONOMIC/FISCAL IMPACT:

There are no additional funding requirements for Amendment No.2. Exhibit C revision 3 commits Santa Clara to a minimum funding level for O&M activities four years out from the current fiscal year. Council will approve actual funding for this commitment via the fiscal year 2003 budgetary process. Participation may be terminated upon a 90-day notice, and commitments to fund can not extend beyond a termination of the contract with Western.

STAFF RECOMMENDATION:

The Council approve and authorize the City Manager or her designee to execute the following amendments and revisions to the Western Area Power Administration and Bureau of Reclamation Contract 96-SNR-00110: Amendment No. 1 which deletes General Power Contract Provision Article 37.2 from Section 16 requiring that any successor to the General Power Contract will be subject to "all" provisions and conditions; Amendment No. 2 which allows the Central Valley Project Operation and Maintenance Governance Board to approve assignment or transfer of interest in the Contract to another party, and any future non-substantive revisions or amendments which are administrative in nature.



James H. Pope
Director of Electric Utility

Approved:



Jennifer Sparacino
City Manager

Attachment

SANTA CLARA
C I L I F O R N I A



Electric Department
Silicon Valley Power

March 18, 2013

Ruth Nye

Western Area Power Administration
114 Parkshore Drive
Folsom, CA 95630

Dear Ms. Nye:

Enclosed for your records are two signed originals of Exhibit C, (Individual Customer Commitment and Contribution) Revision 17, City of Santa Clara d.b.a. Silicon Valley Power, to Contract 96-SNR-00110

If you have any questions, please contact me at 408.615.6672.

Sincerely,

A handwritten signature in cursive script that reads "Diana Shiles".

Diana Shiles
Silicon Valley Power

Enclosure

F/Shiles/ltr/WAPA Exhibit C of Contract 96-SNR-00110 Rev 17 (18) 2013



1500 Warburton Avenue
Santa Clara, CA 95050
(408) 261-5292
FAX (408) 249-0217
www.siliconvalleypower.com



Department of Energy
Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, California 95630-4710

CITY OF SANTA CLARA

MAR 5 - 2013

ELECTRIC RESOURCES DEPT.

Mr. John Roukema
Director of Electric Utility
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Mr. Roukema:

Enclosed for your signature are three (3) originals of Exhibit C, Revision 17, Individual Customer Commitment and Contribution, as part of Contract No. 96-SNR-00110, Agreement for the Funding of Operation and Maintenance (O&M) for Central Valley Project Power Facilities. Exhibit C, Revision 17, supersedes Exhibit C, Revision 16, and sets forth your Fair-Share Contribution funding amount for fiscal year (FY) 2017.

On February 12, 2013, the O&M Funding Governance Board approved the FY 2017 Preliminary Customer O&M Funding Plan in the amount of \$53,897,000.

To establish the Silicon Valley Power's Contribution commitments under Exhibit C, Revision 17, please:

- Enter the Contribution dollar amounts you agree to make under Column 5 on the three enclosed Exhibit C originals;
- Sign and date all three of the enclosed Exhibit C originals; and
- Retain one original for your records and return two of the originals to Ms. Ruth Nye, N6205, at this office by July 1, 2013.

One authenticated copy of Exhibit C, Revision 17, executed by each of the other O&M Funding Plan customers, will be provided to you.

If you have any questions, please contact Ms. Jeanne Haas at (916) 353-4438.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Boyko", written over a horizontal line.

Thomas R. Boyko
Regional Manager

Enclosures
3 Exhibit C, Revision 17 (originals)

EXHIBIT C
 (Individual Customer Commitment and Contribution)

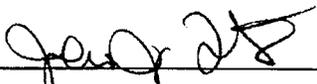
1. This Exhibit C, Revision 17, to be effective under and as a part of Contract 96-SNR-00110 (Agreement), shall become effective upon execution; and shall remain in effect until either superseded by another Exhibit C or termination of the Contract.
2. The City of Santa Clara d.b.a. as Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 5 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 5.

	Column 2	Column 3	Column 4	Column 5
FY	Original Fair-Share Funding Amount	Revision 16 Contribution Commitment Level Amount	Proposed Revision 17 Contribution Commitment Level Amount	Revision 17 Contribution Commitment Level Amount
2014	\$5,229,943.01	\$5,229,943.01	n/a	\$5,229,943.01
2015	\$5,381,059.55	\$5,381,059.55	n/a	\$5,381,059.55
2016	\$5,536,661.54	\$5,536,661.54	n/a	\$5,536,661.54
2017	\$5,593,633.74	n/a	\$5,593,633.74	\$5,593,633.74

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for FYs prior to FY 2014 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF SANTA CLARA d.b.a.
 SILICON VALLEY POWER

By: 
 Name: Julio J. Fuentes

Title: City Manager

Address: 1500 Warburton Avenue
Santa Clara, CA 95050

Date: 3/12/13

Attest 
 By: _____
 Title: CITY CLERK



*Giving You the Power
to Change the World*

May 9, 2014

Jeanne Haas
Western Area Power Administration
114 Parkshore Dr.
Folsom, CA 95630-4710

Dear Ms. Haas:

Enclosed for your records is the original signed Exhibit C, Revision 18, Individual Customer Commitment and Contribution, as part of Contract No. 96-SNR-00110, Agreement for the Funding of Operation and Maintenance (O&M) for Central Valley Project Power Facilities. Exhibit C, Revision 18, supersedes Exhibit C, Revision 17, and sets forth your Fair-Share Contribution funding amount for fiscal year (FY) 2018.

If you have any questions, please contact me at 408.615.6672.

Sincerely,

Diana Shiles
Silicon Valley Power

Enclosure

EXHIBIT C

(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 18, to be effective under and as a part of Contract 96-SNR-00110 (Agreement), shall become effective upon execution; and shall remain in effect until either superseded by another Exhibit C or termination of the Contract.
2. The City of Santa Clara d.b.a. as Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 5 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 5.

	Column 2	Column 3	Column 4	Column 5
FY	Original Fair-Share Funding Amount	Revision 17 Contribution Commitment Level Amount	Proposed Revision 18 Contribution Commitment Level Amount	Revision 18 Contribution Commitment Level Amount
2015	\$5,381,059.55	\$5,381,059.55	n/a	\$5,381,059.55
2016	\$5,536,661.54	\$5,536,661.54	n/a	\$5,536,661.54
2017	\$5,593,633.74	\$5,593,633.74	n/a	\$5,593,633.74
2018	\$5,681,123.46	n/a	\$5,681,123.46	\$5,681,123.46

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for FYs prior to FY 2015 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

**APPROVED AS TO FORM:
 SANTA CLARA CITY ATTORNEY'S OFFICE**

Lindsay Beavers
 LINDSAY BEAVERS, DEPUTY CITY ATTORNEY

Attest
 By: [Signature]
 Title: City Clerk

CITY OF SANTA CLARA d.b.a.
 SILICON VALLEY POWER

By: [Signature]

Name: Julio J. Fuentes

Title: City Manager

Address: 1500 Warburton Avenue
Santa Clara, CA 95050

Date: 05/08/14



*Giving You the Power
to Change the World*

May 6, 2015

Ruth Nye
Western Area Power Administration
114 Parkshore Drive
Folsom, CA 95630

Dear Ms. Nye:

Enclosed for your records is the signed original of Exhibit C, (Individual Customer Commitment and Contribution) Revision 19, City of Santa Clara d.b.a. Silicon Valley Power, to Contract 96-SNR-00110

If you have any questions, please contact me at 408.615.6672.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diana Shiles".

Diana Shiles
Silicon Valley Power

Enclosure



Department of Energy
Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, California 95630-4710

MAR 19 2015

Mr. John Roukema
Director of Electric Utility
Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Mr. Roukema:

Enclosed for your signature are three (3) originals of Exhibit C, Revision 19, Individual Customer Commitment and Contribution, as part of Contract No. 96-SNR-00110, Agreement for the Funding of Operation and Maintenance (O&M) for Central Valley Project Power Facilities. Exhibit C, Revision 19, supersedes Exhibit C, Revision 18, and sets forth your Fair-Share Contribution funding amount for fiscal year (FY) 2019.

On February 19, 2015, the O&M Funding Governance Board approved the FY 2019 Preliminary Customer O&M Funding Plan in the amount of \$49,033,000.

To establish the Silicon Valley Power's Contribution commitments under Exhibit C, Revision 19, please:

- Enter the Contribution dollar amounts you agree to make under Column 5 on the three enclosed Exhibit C originals;
- Sign and date all three of the enclosed Exhibit C originals; and
- Retain one original for your records and return two of the originals to Ms. Ruth Nye, N6205, at this office by July 1, 2015.

One authenticated copy of Exhibit C, Revision 19, executed by each of the other O&M Funding Plan customers, will be provided to you.

If you have any questions, please contact Ms. Jeanne Haas at (916) 353-4438.

Sincerely,

A handwritten signature in black ink, appearing to read "Subhash Paluru", is written over a printed name and title.

Subhash Paluru
Senior Vice President and
Sierra Nevada Regional Manager

Enclosures

EXHIBIT C
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 19, to be effective under and as a part of Contract 96-SNR-00110 (Agreement), shall become effective upon execution; and shall remain in effect until either superseded by another Exhibit C or termination of the Contract.

2. The City of Santa Clara d.b.a. as Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 5 of the table in Section 3 below.

3. Please specify your Contribution commitment level in Column 5.

	Column 2	Column 3	Column 4	Column 5
FY	Original Fair-Share Funding Amount	Revision 18 Contribution Commitment Level Amount	Proposed Revision 19 Contribution Commitment Level Amount	Revision 19 Contribution Commitment Level Amount
2016	\$5,536,661.54	\$5,536,661.54	n/a	\$5,536,661.54
2017	\$5,593,633.74	\$5,593,633.74	n/a	\$5,593,633.74
2018	\$5,681,123.46	\$5,681,123.46	n/a	\$5,681,123.46
2019	\$5,421,196.65	n/a	\$5,421,196.65	\$5,421,196.65

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for FYs prior to FY 2016 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

APPROVED AS TO FORM:
 SANTA CLARA CITY ATTORNEY'S OFFICE

Attest

By: _____

Title: City Clerk

CITY OF SANTA CLARA d.b.a.
 SILICON VALLEY POWER

By: Sheila A. Tucker

Name: Sheila A. Tucker

Title: ASSISTANT City Manager

Address: 1500 Warburton Avenue

Santa Clara, CA 95050

Date: 4-24-2014

BLUE ROUTE SHEET - CITY COUNCIL APPROVAL NOT REQUIRED

From/Department Originating: ELECTRIC Date Submitted: 4/13/2016 Return To: Diana Shiles (S. Laughlin)
Dept. Contract Extension Code: RES Kathleen Hughes

(1) Indicate signature authority:

- City Manager Signature Authority per Ordinance 1941 (CC Action - June 16, 2015) [Electric, Water and Sewer Service Agreements with a Value of \$150,000 or Less]
City Manager Signature Authority per Ordinance 1941 (CC Action - June 16, 2015) [All Other Service Agreements with a Value of \$100,000 or Less]
City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999) [Miscellaneous Agreements including Confidentiality Agreements]
City Manager Signature Authority per Resolution 5600 (CC Action - May 28, 1991) [Miscellaneous Agreements]
Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995) [Miscellaneous Police Agreements]
Other: Agenda Report dated 6/20/00

(2) Document: Western Area Power Administration Exhibit C, Revision 20 to Contract 96-SNR-00110

[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(3) Insurance is in compliance per attached EBIX printout [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(4) Department head originating agreement: [Signature] [SIGNATURE]

(5) FINANCE DEPARTMENT [X] Not Applicable

Certified as to availability of funds: [SIGNATURE]

Account Number to be charged:

- a) Original Contract Amount/Change Order Contingency (include prior amendment(s), if applicable): \$ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]
b) All Previous Change Order Amounts (if applicable): \$
c) Current Amendment/Change Order Amount (if applicable): \$ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]
d) Total: \$ [(a), (b), and (c) for Agreements, or (b) and (c) for Change Orders]
NOTE: AGREEMENTS OVER \$100K/CHANGE ORDERS OVER THE CONTINGENCY REQUIRE COUNCIL APPROVAL

(6) CITY ATTORNEY'S OFFICE

Approved as to form: [Signature] Date: 4-18 [CITY ATTORNEY/AUTHORITY COUNSEL]

City Attorney's Office Assignment Number: 16.0570

(7) CITY CLERK'S OFFICE

Attached: 3 original(s) copy(ies)

- 2 Transmit the attached original / copy to contractor
1 Fully executed original on file in City Clerk's Office

Date Processed by Clerk's Office: 5-11-16

CITY MANAGER REQUIRED INFORMATION

(1) **Scope of Services:** [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]
In September 1997 the City executed an Operations and Maintenance Funding Agreement 96-SNR-00110 with Western Area Power Administration for Federal power generated at the hydroelectric facilities for the Central Valley Project. Exhibit C, Revision 20 is the City's contribution for funding the CVP O&M work.

(2) **Term of Agreement:** NA
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3) **VENDOR SELECTION PROCESS:** Check the box that describes how you selected the vendor:
Note: The Informal Selection Process Requires that at least three Contractors/Vendors are solicited for a quotation by any means available. The Formal Selection Process requires that at least three written competitive proposals are obtained. Award decisions for service contracts exceeding \$50,000 that are not awarded to the lowest bidder shall be maintained as part of the record of transaction (completion plus 5 years). Records of solicitation must be maintained as part of the record of transaction (2 years).

Informal Selection Process

Selection Process for Agreements with a value of \$50,000 or less

Selection Process for Electric, Water or Sewer Utility Agreements with a value of \$150,000 or less

Formal Selection Process:

Selection Process for Agreements with a value over \$50,000 for City Departments excluding Electric, Water or Sewer Utilities

OTHER: This is a revision to a current agreement in place with both parties

(4) **HISTORY:**
Has the department retained the same contractor for similar services in last 5 years?
 YES [If yes, complete following] NO [If no, no further information required]

Term of Agreement: _____
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

Contract Amount: \$ _____

CMO USE ONLY
RECEIVED
MAY 05 2016
Office of the City Manager
City of Santa Clara

EXHIBIT C
(Individual Customer Commitment and Contribution)

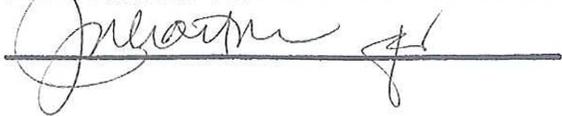
1. This Exhibit C, Revision 20, to be effective under and as a part of Contract 96-SNR-00110 (Agreement), shall become effective upon execution; and shall remain in effect until either superseded by another Exhibit C or termination of the Contract.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 6.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Funding Amount	Minimum Funding Amount ¹	Revision 19 Contribution Commitment Level Amount	Proposed Revision 20 Contribution Commitment Level Amount	Revision 20 Contribution Commitment Level Amount
2017	\$5,593,633.74	\$614,748.60	\$5,593,633.74	n/a	\$5,593,633.74
2018	\$5,681,123.46	\$646,955.44	\$5,681,123.46	n/a	\$5,681,123.46
2019	\$5,421,196.65	\$629,908.76	\$5,421,196.65	n/a	\$5,421,196.65
2020	\$5,380,769.87	\$626,440.49	n/a	\$5,380,769.87	\$5,380,769.87

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for FYs prior to FY 2017 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

**APPROVED AS TO FORM:
 SANTA CLARA CITY ATTORNEY'S OFFICE**



CITY OF SANTA CLARA d.b.a.
 SILICON VALLEY POWER

By: 
 Name: RAJEEV BATRA
 Title: Acting City Manager
 Address: 1500 Warburton Ave.
Santa Clara, CA 95050
 Date: 5-11-16

Attest 
 By: _____
 Title: City Clerk
5-10-16

¹ To participate on the Governance Board, a Customer must contribute at least 1/12th of its share of the estimated annual O&M cost for the FY that is four (4) years out from the current FY. This minimum amount is set forth in Column 3 of this Exhibit.

BLUE ROUTE SHEET - CITY COUNCIL APPROVAL NOT REQUIRED

From/Department Originating: ELECTRIC Date Submitted: 5/3/2017 Return To: Diana Shiles (S. Laughlin)
Dept. Contract Extension Code: RES Kathleen Hughes

(1) Indicate signature authority:

- City Manager Signature Authority per Ordinance 1941 (CC Action - June 16, 2015) [Electric, Water and Sewer Service Agreements with a Value of \$150,000 or Less]
City Manager Signature Authority per Ordinance 1941 (CC Action - June 16, 2015) [All Other Service Agreements with a Value of \$100,000 or Less]
City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999) [Miscellaneous Agreements including Confidentiality Agreements]
City Manager Signature Authority per Resolution 5600 (CC Action - May 28, 1991) [Miscellaneous Agreements]
Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995) [Miscellaneous Police Agreements]
Other: Agenda Report dated 6/20/00

(2) Document: Western Area Power Administration Exhibit C, Revision 21 to Contract 96-SNR-00110

[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(3) Insurance is in compliance per attached EBIX printout [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(4) Department head originating agreement: [Signature] [SIGNATURE]

(5) FINANCE DEPARTMENT [X] Not Applicable

Certified as to availability of funds: [Signature]

Account Number to be charged:

- a) Original Contract Amount/Change Order Contingency (include prior amendment(s), if applicable): \$ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]
b) All Previous Change Order Amounts (if applicable): \$
c) Current Amendment/Change Order Amount (if applicable): \$ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]
d) Total: \$ [(a), (b), and (c) for Agreements, or (b) and (c) for Change Orders]

NOTE: AGREEMENTS OVER \$100K/CHANGE ORDERS OVER THE CONTINGENCY REQUIRE COUNCIL APPROVAL

(6) CITY ATTORNEY'S OFFICE

Approved as to form: [Signature] Date: 5/8/17 [CITY ATTORNEY/AUTHORITY COUNSEL]

City Attorney's Office Assignment Number: 17.0806

(7) CITY CLERK'S OFFICE

Attached: 2 original(s) copy(ies)

- 2 Transmit the attached original / copy to contractor
Fully executed original on file in City Clerk's Office

Date Processed by Clerk's Office: 5-22-17

CITY MANAGER REQUIRED INFORMATION

(1) **Scope of Services:** [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]
In September 1997 the City executed an Operations and Maintenance Funding Agreement 96-SNR-00110 with Western Area Power Administration for Federal power generated at the hydroelectric facilities for the Central Valley Project, Exhibit C, Revision 21 is the City's contribution for funding the CVP O&M work.

(2) **Term of Agreement:** NA
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3) **VENDOR SELECTION PROCESS:** Check the box that describes how you selected the vendor:
Note: The Informal Selection Process Requires that at least three Contractors/Vendors are solicited for a quotation by any means available. The Formal Selection Process requires that at least three written competitive proposals are obtained. Award decisions for service contracts exceeding \$50,000 that are not awarded to the lowest bidder shall be maintained as part of the record of transaction (completion plus 5 years). Records of solicitation must be maintained as part of the record of transaction (2 years).

Informal Selection Process

Selection Process for Agreements with a value of \$50,000 or less

Selection Process for Electric, Water or Sewer Utility Agreements with a value of \$150,000 or less

Formal Selection Process:

Selection Process for Agreements with a value over \$50,000 for City Departments excluding Electric, Water or Sewer Utilities

OTHER: This revision is to a current agreement in place with both parties

(4) **HISTORY:**
Has the department retained the same contractor for similar services in last 5 years?
 YES [If yes, complete following] NO [If no, no further information required]

Term of Agreement: _____
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

Contract Amount: \$ _____

CMO USE ONLY
RECEIVED
MAY 09 2017
CITY OF ...

EXHIBIT C

(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 21, to be effective under and as a part of Contract 96-SNR-00110 (Agreement), shall become effective upon execution; and shall remain in effect until either superseded by another Exhibit C or termination of the Contract.
2. The City of Santa Clara d.b.a. Silicon Valley Power agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 6.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Funding Amount	Minimum Funding Amount ¹	Revision 20 Contribution Commitment Level Amount	Proposed Revision 21 Contribution Commitment Level Amount	Revision 21 Contribution Commitment Level Amount
2018	\$5,681,123.46	\$646,955.44	\$5,681,123.46	n/a	\$5,681,123.46
2019	\$5,421,196.65	\$629,908.76	\$5,421,196.65	n/a	\$5,421,196.65
2020	\$5,380,769.87	\$626,440.49	\$5,380,769.87	n/a	\$5,380,769.87
2021	\$4,460,803.57	\$686,905.84	n/a	\$4,460,803.57	\$4,460,803.57

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for FYs prior to FY 2018 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

APPROVED AS TO FORM:
 SANTA CLARA CITY ATTORNEY'S OFFICE

Diana Jozely

Attest

By: *Ch*
 Title: City Clerk

CITY OF SANTA CLARA d.b.a.
 SILICON VALLEY POWER

By: *Rajeev Batra*
 Name: Rajeev Batra
 Title: City Manager
 Address: 1500 Warburton Ave.
Santa Clara, CA 95050
 Date: 5-18-17

¹ To participate on the Governance Board, a Customer must contribute at least 1/12th of its share of the estimated annual O&M cost for the FY that is four (4) years out from the current FY. This minimum amount is set forth in Column 3 of this Exhibit.