

# **Board Energy Resources & Customer Services Committee Meeting and Special SMUD Board of Directors Meeting**

Date: Wednesday, February 17, 2021

Time: Scheduled to begin at 5:30 p.m.

Location: Virtual Meeting (online)

Powering forward. Together.



**AGENDA**  
**BOARD ENERGY RESOURCES & CUSTOMER SERVICES**  
**COMMITTEE MEETING**  
**AND SPECIAL SMUD BOARD OF DIRECTORS MEETING**

Wednesday, February 17, 2021  
Scheduled to begin at 5:30 p.m.

Zoom Webinar Link: [Join SMUD Energy Resources & Customer Services  
Committee Meeting Here](#)

Webinar ID: 161 327 5079

Password: 338596

Phone Dial-in Number: 1-669-254-5252

In accordance with the Governor's Executive Order N-29-20 and the Emergency Board Meeting Procedures adopted by the SMUD Board of Directors, the regular Board meeting and other public meetings are closed to the public to align with state, local, and federal guidelines and social distancing recommendations for the containment of the coronavirus.

Live video streams and indexed archives of meetings are available at:  
[http://smud.granicus.com/ViewPublisher.php?view\\_id=16](http://smud.granicus.com/ViewPublisher.php?view_id=16)

Members of the public may register to provide verbal comments at an upcoming Board or Committee meeting by emailing a request to speak to [PublicComment@smud.org](mailto:PublicComment@smud.org). Please include the date of the meeting, name, and topic or agenda item the requestor wishes to speak on. The request may also be submitted while the meeting is in progress during the standard time for the agenda item or topic. **Pre-registration is strongly encouraged by no later than 3:00 p.m. on the day of the meeting.**

Members of the public may provide written public comments on a specific agenda item or on items not on the agenda (general public comment) by submitting comments via e-mail. Comments may be submitted to [PublicComment@smud.org](mailto:PublicComment@smud.org) and will be placed into the record of the meeting.

Members of the public that are listening to or watching the live stream of a Committee meeting and wish to submit written comments on a specific agenda item as it is being heard may submit their comments, limited to 250 words or less, to [PublicComment@smud.org](mailto:PublicComment@smud.org), noting the agenda item number in the subject line. The Committee Chair may read comments for items on the agenda into the record, in her discretion, based upon such factors as the length of the agenda or the number of e-mail comments received. General public comment for items not on the agenda will not be read into the record but will be provided to the Board and placed into the record of the Board meeting if it is received within two hours after the meeting ends.

This Committee meeting is noticed as a joint meeting with the Board of Directors for the purpose of compliance with the Brown Act. In order to preserve the function of the Committee as advisory to the Board, members of the Board may attend and participate in the discussions, but no Board action will be taken. The Energy Resources and Customer Services Committee will review, discuss and provide the Committee's recommendation on the following:

## **DISCUSSION ITEM**

1. Cesar Beltran Authorize the Chief Executive Officer and General Manager to execute a contract for **Electric Service Base Resource** with the United States Department of Energy **Western Area Power Administration (WAPA)** for a 30-year term of January 1, 2025, through December 31, 2054, with option to reduce or terminate **Base Resource Share** prior to the start date and approximately every five years thereafter.  
Presentation: 15 minutes  
Discussion: 5 minutes

## **INFORMATIONAL ITEMS**

2. Public Comment
3. Brandon Rose Summary of Committee Direction.  
Discussion: 1 minute

## **ANNOUNCEMENT OF CLOSED SESSION AGENDA**

### **1. Conference with Legal Counsel – Significant Exposure to Litigation.**

Pursuant to Section 54956.9(d)(2) of the Government Code:

One case.

*Pursuant to Resolution No. 20-06-08 adopted on June 18, 2020, Emergency Board Meeting Procedures are in effect:*

*Members of the public may make either a general public comment or comment on a specific agenda item by submitting comments via email. Comments may be submitted to [PublicComment@smud.org](mailto:PublicComment@smud.org). Comments will be provided to the Board and placed into the record of the Committee meeting if it is received within two hours after the meeting ends.*

*Members of the public that are listening or watching the live stream of a Board meeting and wish to comment on a specific agenda item as it is being heard, may submit their comments, limited to 250 words or less, to [PublicComment@smud.org](mailto:PublicComment@smud.org). The Board Chair may read the comments into the record, in her discretion, based upon such factors as the length of the agenda or the number of email comments received. Comments will be provided to the Board and placed into the record of the Committee meeting if it is received within two hours after the meeting ends.*

*Members of the public may register to provide verbal comments at an upcoming Board or Committee meeting by emailing a request to speak to [PublicComment@smud.org](mailto:PublicComment@smud.org). Please include the date of the meeting, name, and topic or agenda item the requestor wishes to speak on. The request may also be submitted while the meeting is in progress during the standard time for the agenda item or topic. **Pre-registration is strongly encouraged by no later than 3:00 p.m. on the day of the meeting.***

*ADA Accessibility Procedures: Upon request, SMUD will generally provide appropriate aids and services leading to effective communication for qualified persons with disabilities so that they can participate equally in this virtual meeting. If you need a reasonable auxiliary aid or service for effective communication to participate, please email [Toni.Stelling@smud.org](mailto:Toni.Stelling@smud.org), or contact by phone at (916) 732-7143, no later than 48 hours before this virtual meeting.*



SSS No.  
ET&C 21-004

# BOARD AGENDA ITEM

## STAFFING SUMMARY SHEET

Committee Meeting & Date ERCS February 17, 2021
Board Meeting Date February 18, 2021

TO				TO			
1.	Chad Adair	6.	Brandy Bolden				
2.	Jon Olson	7.	Stephen Clemons				
3.	Scott Martin	8.	Frankie McDermott				
4.	Jessica Kasparian	9.	<b>Legal</b>				
5.	Jennifer Davidson	10.	<b>CEO &amp; General Manager</b>				
<b>Consent Calendar</b>	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<i>If no, schedule a dry run presentation.</i>	<b>Budgeted</b>	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<i>(If no, explain in Cost/Budgeted section.)</i>
FROM (IPR) Cesar Beltran		DEPARTMENT Energy Trading & Contracts		MAIL STOP A404	EXT. 6925	DATE SENT 1/28/2021	

**NARRATIVE:**

**Requested Action:** Authorize the CEO and GM, or his delegate, to execute a contract for Electric Service Base Resource with the United States Department of Energy Western Area Power Administration (WAPA) for a 30-year term of January 1, 2025, through December 31, 2054, with the option to reduce or terminate Base Resource Share, prior to the start date and approximately every 5 years thereafter, substantially in the form attached.

**Summary:** This is the replacement contract to the current WAPA Base Resource Agreement, which expires on 12/31/2024 and provides on average 648,000 MWh of California located hydroelectric power annually. The new agreement provides SMUD with a 24.96325% share of the Base Resource, subject to adjustment in 2040, which provides economic zero carbon power and will be a key contributor to achieving our 2030 Zero Carbon Plan. This energy resource also provides SMUD with valuable firm capacity and Resource Adequacy, maximizing summer peaking, subject to significant environmental constraints based on the variable nature of Northern California hydroelectric generation. Approximately 3% of Base Resource generation comes from small hydroelectric facilities which also qualify toward our California RPS (Renewables Portfolio Standard) requirements.

This is a so-called “take or pay” contract, with CVP (Central Valley Project) Customers required to pay their respective Base Resource percentage share of WAPA’s Base Resource Costs independent of the volume of actual energy deliveries. The project economics are forecasted to be positive for the term of the agreement.

Given that this is a 30-year contract and that market conditions for energy may change during that period, the contract provides customers with the unilateral option to reduce Base Resource share or terminate the agreement approximately every 5 years. Further, the contract provides customers with the option to reduce their Base Resource percentage or terminate this Contract for any reason through June 30, 2024, which is 6 months prior to the start of the term of the agreement.

SMUD’s status as a CVP customer provides separate significant transmission opportunities, under separate contracts with WAPA for additional consideration, to access economical & carbon free energy from the Pacific Northwest for delivery to SMUD.

**Board Policy:** SD-2, Competitive Rates: SD-7, Environmental Leadership: SD-9 Resource Planning: This contract provides economic zero carbon power and will be a key contributor to achieving our 2030 Zero Carbon Plan. Allows access to relatively low cost and carbon free power generated with California and delivered to SMUD. Also, allows access to transmission of power from the Pacific Northwest.

*(Number & Title)*

**Benefits:** The value of the market forecast for energy and capacity from this resource is expected to be positive for the 30-year life of the agreement. Also, the contract allows SMUD access to transmission agreements, providing both cost competitive and clean power supplies and avoids CAISO (California System Operator) transmission fees.

**Cost/Budgeted:** Starting in 2025, annual payments by SMUD are estimated at \$31,752,000 with a 2% annual escalation for the 30-year term of the agreement.

**Alternatives:** Rely on other sources for carbon free energy and associated transmission.

**Affected Parties:** Energy Trading & Contracts, Resource Planning and WAPA

**Coordination:** Energy Trading & Contracts, Resource Planning, Legal

**Presenter:** Cesar Beltran, Senior Originator

**Additional Links:**

SUBJECT

Execute a contract for Electric Service Base Resource, with Western Area Power Administration, for a 30-year term of 1/1/2025 thru 12/31/2054

ITEM NO. (FOR LEGAL USE ONLY)

ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.

**DRAFT**

Contract 20-SNR-02354

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

CONTRACT FOR ELECTRIC SERVICE

BASE RESOURCE

WITH

SACRAMENTO MUNICIPAL UTILITY DISTRICT



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

CONTRACT FOR ELECTRIC SERVICE  
BASE RESOURCE  
WITH

SACRAMENTO MUNICIPAL UTILITY DISTRICT

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Signature Clause  
Resolution/Certificate

General Power Contract Provisions

- Exhibit A – Base Resource Percentage and Point(s) of Delivery
- Exhibit B – Exchange Program
- Exhibit C – Regulation and Reserves
- Exhibit D – Rate Schedule

1  
2  
3  
4 UNITED STATES  
5 DEPARTMENT OF ENERGY  
6 WESTERN AREA POWER ADMINISTRATION  
7 SIERRA NEVADA REGION

8 CONTRACT FOR ELECTRIC SERVICE  
9 BASE RESOURCE  
10 WITH

11 SACRAMENTO MUNICIPAL UTILITY DISTRICT

12 1. **PREAMBLE:** This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_,  
13 20\_\_\_, pursuant to the Acts of Congress approved June 17, 1902, (32 Stat. 388);  
14 August 26, 1937, (50 Stat. 844); August 4, 1939, (53 Stat. 1187); and August 4, 1977,  
15 (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts; between  
16 the UNITED STATES OF AMERICA (United States), acting by and through the  
17 Administrator, Western Area Power Administration, Department of Energy, hereinafter  
18 called WAPA, represented by the officer executing this Contract, or a duly appointed  
19 successor, hereinafter called the Contracting Officer; and SACRAMENTO MUNICIPAL  
20 UTILITY DISTRICT, a Public Utility District, hereinafter called the Contractor or SMUD,  
21 its successors and assigns; each sometimes hereinafter individually called the Party,  
22 and both sometimes hereinafter collectively called the Parties.

23 2. **EXPLANATORY RECITALS:**

24 2.1 WAPA markets the surplus generation from, and operates a high-voltage  
25 transmission system as a part of, the Central Valley Project (CVP).

26 ///

27 ///

28 ///

1 2.2 WAPA and the U.S. Department of the Interior, Bureau of Reclamation  
2 (Reclamation), have agreed to work together to efficiently serve Project Use and  
3 Preference Customer loads.  
4

5 2.3 On August 15, 2017, WAPA's final 2025 Power Marketing Plan (Marketing  
6 Plan) was published in the Federal Register (82 FR 38675). The Marketing Plan  
7 sets forth how WAPA's Sierra Nevada Region will market the power generated  
8 from the CVP and Washoe Project.  
9

10 2.4 The Marketing Plan provides that starting on January 1, 2025, WAPA will  
11 provide 98 percent of available CVP power to its existing Customers. Existing  
12 Customers will have the right to extend 98 percent of their current Base  
13 Resource percentage as provided in the Marketing Plan and under the terms and  
14 conditions of this Contract.  
15

16 2.5 On June 17, 2019, WAPA's Notice of Final 2025 Resource Pool  
17 Allocations was published in the Federal Register (84 FR 28039), and SMUD  
18 received an allocation.  
19

20 2.6 SMUD desires to purchase and WAPA is willing to provide a percentage  
21 of the Base Resource consistent with the Marketing Plan and the terms and  
22 conditions of this Contract.  
23

24 2.7 Under the Marketing Plan, WAPA requires that its Customers schedule  
25 power in accordance with applicable operating requirements, including those of  
26 the balancing authority area operator and WAPA's sub-balancing authority area  
27 requirements.  
28

///

1 2.8 WAPA markets power to Federal Preference Customers at the lowest  
2 possible rates consistent with sound business principles pursuant to Section 1.1  
3 of Delegation Order 00-037.00B.  
4

5 3. **AGREEMENT:**

6 The Parties agree to the terms and conditions set forth herein.  
7

8 4. **EFFECTIVE DATE AND TERM OF CONTRACT:**

9 4.1 This Contract shall become effective on the date of execution and shall  
10 remain in effect until midnight of December 31, 2054, subject to prior termination  
11 as otherwise provided for herein.  
12

13 4.2 SMUD may reduce its Base Resource percentage or terminate this  
14 Contract for any reason through June 30, 2024.  
15

16 4.3 The date of initial service under this Contract is January 1, 2025.  
17

18 5. **DEFINITION OF TERMS:**

19 As used herein, the following terms whether singular or plural, or used with or without  
20 initial capitalization, shall have the following meanings:

21 5.1 "Ancillary Services" means those services that are necessary to support  
22 the transmission of capacity and energy from resources to loads while  
23 maintaining reliable operation of the transmission system in accordance with  
24 Good Utility Practice.  
25

26 5.2 "BANC" means the Balancing Authority of Northern California or its  
27 successor.  
28

///

1 5.3 “Base Resource” means CVP and Washoe Project power (capacity and  
2 energy) output determined by WAPA to be available for Customers, including the  
3 Environmental Attributes, only after meeting the requirements of Project Use and  
4 First Preference Customers, and any adjustments for maintenance, reserves,  
5 system losses, and certain ancillary services.

6  
7 5.4 “Base Resource Operating Capability” means that portion of the Maximum  
8 Operating Capability that WAPA determines to be available to Customers in any  
9 hour.

10  
11 5.5 “CAISO” means the California Independent System Operator or its  
12 successor.

13  
14 5.6 “Capacity” means the electrical capability of a generator, transformer,  
15 transmission circuit or other equipment.

16  
17 5.7 “Central Valley Project (CVP)” means the multipurpose Federal water  
18 development project extending from the Cascade Range in northern California to  
19 the plains along the Kern River, south of the City of Bakersfield.

20  
21 5.8 “Custom Product” means a combination of products and services which  
22 may be made available by WAPA per Customer request.

23  
24 5.9 “Customer” means an entity with a contract and receiving electric service  
25 from WAPA’s Sierra Nevada Region.

26 ///

27 ///

28 ///

1 5.10 "Energy" means capacity measured in terms of the work it is capable of  
2 doing over a period of time; electric energy is usually measured in kilowatthours  
3 or megawatthours.

4  
5 5.11 "Environmental Attributes" means any and all credits, benefits, emissions  
6 reductions, offsets, and allowances, howsoever entitled, attributable to the Base  
7 Resource, and its avoided emission of pollutants.

8  
9 5.12 "FERC" means the Federal Energy Regulatory Commission or its  
10 successor.

11  
12 5.13 "First Preference Customer" means a Preference Customer within a  
13 county of origin (Trinity, Calaveras, and Tuolumne) as specified under the Trinity  
14 River Division Act (69 Stat. 719) and the New Melones Project provisions of the  
15 Flood Control Act of 1962 (76 Stat. 1173, 1191-1192).

16  
17 5.14 "Full Load Service Customer" means a Customer that will have its entire  
18 load at its delivery point(s) met by WAPA, and its Portfolio Manager functions for  
19 those delivery point(s) performed by WAPA.

20  
21 5.15 "Marketing Plan" means WAPA's final 2025 Power Marketing Plan for the  
22 Sierra Nevada Region.

23  
24 5.16 "Maximum Operating Capability" means the maximum electrical capability  
25 from CVP generation available to produce energy, capacity and/or provide  
26 ancillary services in any one or more hours.

27 ///

28 ///

1 5.17 "Minimum Base Resource" means the amount of Base Resource energy  
2 generated each hour as a result of CVP minimum water releases.

3  
4 5.18 "NERC" means the North American Electric Reliability Corporation or its  
5 successor.

6  
7 5.19 "Operating Reserves" means the combination of spinning and non-  
8 spinning reserves required to meet WECC, NERC, and operating requirements,  
9 including those of the balancing authority area or WAPA's sub-balancing  
10 authority area.

11  
12 5.20 "Portfolio Manager" means an entity responsible for determining balanced  
13 hourly load and resource schedules for a Customer.

14  
15 5.21 "Power" means capacity and energy.

16  
17 5.22 "Preference" means the requirements of Reclamation Law that provide for  
18 preference in the sale of Federal power be given to certain entities, such as  
19 governments (state, Federal and Native American), municipalities and other  
20 public corporations or agencies, and cooperatives and other nonprofit  
21 organizations financed in whole or in part by loans made pursuant to the Rural  
22 Electrification Act of 1936 (See, e.g., Reclamation Project Act of 1939,  
23 Section 9(c), 43 USC 485h(c)).

24  
25 5.23 "Primary Marketing Area" means the area generally encompassing  
26 northern and central California, extending from the Cascade Range to the  
27 Tehachapi Mountains and west-central Nevada.

28 ///

1 5.24 "Project Use" means power as defined by Reclamation Law and/or used to  
2 operate CVP and Washoe Project facilities.

3  
4 5.25 "Rate" means the monetary charge or the formula for computing such a  
5 charge for any electric service provided by WAPA, including but not limited to  
6 charges for capacity (or demand), energy, or transmission service; however, it  
7 does not include leasing fees, service facility charges, or other types of facility  
8 use charges. A Rate will be set forth in a Rate Schedule or in a contract.

9  
10 5.26 "Rate Adjustment" means a change in an existing Rate or Rates, or the  
11 establishment of a Rate or Rates for a new service. It does not include a change  
12 in Rate Schedule provisions or in contract terms, other than changes in the price  
13 per unit of service, nor does it include changes in the monetary charge pursuant  
14 to a formula stated in a Rate Schedule or a contract.

15  
16 5.27 "Rate Adjustment Procedures" means those procedures for Rate  
17 Adjustments developed by WAPA, Department of Energy (DOE) or FERC which  
18 include DOE Order 00-037.00B, DOE Order RA 6120-2, 10 CFR 903, and  
19 18 CFR 300, as may be amended.

20  
21 5.28 "Rate Effective Date" means the first date of the billing period to which a  
22 Rate Schedule or Rate Schedule extension applies. WAPA will provide notice to  
23 the Customers of the Rate Effective Date.

24  
25 5.29 "Rate Schedule" means a document identified such as a "Rate Schedule,"  
26 "Schedule of Rates," or "Schedule Rate" which designates the Rate or Rates  
27 applicable to a class of service specified therein and may contain other terms  
28 and conditions relating to the service. On the effective date of this Contract,



1 18 CFR 300.1(b)(6) provides FERC may not approve a WAPA Rate Schedule for  
2 a period that exceeds five (5) years. The Rate Schedule shall include the Rate  
3 Effective Date and the effective period of the Rate Schedule.

4  
5 5.30 “Regional Transmission Organization (RTO)” means an organization that  
6 meets the minimum characteristics and performs the minimum functions  
7 specified in FERC Order 2000, as that order may be amended or superseded.

8  
9 5.31 “Regulation” means the service provided by generating units equipped  
10 and operating with automatic generation control which will enable such units to  
11 respond to direct control signals in an upward or downward direction to match, on  
12 a real time basis, demand and resources, consistent with WECC, NERC, and the  
13 balancing authority area operator’s criteria.

14  
15 5.32 “Scheduling Coordinator” means an entity that is responsible for providing  
16 hourly load and resource schedules to the balancing authority area operator or  
17 WAPA’s sub-balancing authority area, in accordance with a FERC-approved tariff  
18 or WAPA’s procedures and practices.

19  
20 5.33 “Variable Resource Customer” means a Customer that is responsible for  
21 managing its own energy portfolio.

22  
23 5.34 “Washoe Project” means the Federal water project located in the  
24 Lahontan Basin in west-central Nevada and east-central California.

25  
26 5.35 “WECC” means the Western Electricity Coordinating Council or its  
27 successor.

28 ///

1 6. **BASE RESOURCE ESTIMATES AND AVAILABILITY FORECAST:**

2 6.1 At the beginning of each water year, WAPA will post to WAPA's external  
3 website a five-year forecast of Base Resource Operating Capability estimated to  
4 be available, based on high, average, and low hydrological conditions. The  
5 forecast will contain the following information:

6 6.1.1 Maximum Operating Capability of the CVP for each month;

7 6.1.2 Energy required for estimated Project Use loads, First Preference  
8 Customers' loads, and ancillary service requirements.

9  
10 6.2 Each month, WAPA will post to WAPA's external website a monthly Base  
11 Resource forecast of Base Resource Operating Capability and energy estimated  
12 to be available for each month on a rolling twelve-month basis, based on high,  
13 average, and low hydrological conditions. The monthly forecast will contain the  
14 following information:

15 6.2.1 Maximum Operating Capability of the CVP for each month;

16 6.2.2 Energy required for estimated Project Use loads, First Preference  
17 Customers' loads, and ancillary service requirements.

18  
19 6.3 WAPA shall make reasonable efforts, within its control, to ensure the  
20 forecasted Base Resource will be available.

21  
22 7. **ELECTRIC SERVICE FURNISHED BY WAPA:**

23 7.1 SMUD will be entitled to receive a percentage of the Base Resource as  
24 set forth in Exhibit A.

25  
26 7.2 The estimated amount of energy available to SMUD shall be determined  
27 by multiplying its Base Resource percentage by the total amount of Base  
28 Resource energy available during that period.

1 7.3 The minimum amount of energy SMUD will be required to schedule for  
2 each hour shall be determined by multiplying its Base Resource percentage by  
3 the Minimum Base Resource, unless otherwise agreed to by WAPA. However, if  
4 SMUD does not have sufficient load to take its percentage of the Minimum Base  
5 Resource, any excess energy shall be made available to WAPA for the  
6 Exchange Program as described later in this Contract under Section 10 and  
7 Exhibit B.

8  
9 7.4 The maximum amount of energy SMUD may schedule in any hour shall  
10 be determined by multiplying its Base Resource percentage by the Base  
11 Resource Operating Capability. However, SMUD may schedule energy in  
12 excess of this maximum, if approved by WAPA, to accommodate purchases or  
13 exchanges from the Exchange Program.

14  
15 7.5 SMUD will be entitled to the benefit of available regulation and operating  
16 reserves from the CVP in proportion to its Base Resource percentage. The  
17 method for calculating regulation and operating reserves is set forth in Exhibit C.

18  
19 7.6 WAPA's obligation to provide SMUD's Base Resource is limited to the  
20 actual CVP generation available on a real-time basis. WAPA shall have no  
21 obligation to replace any Base Resource that is unavailable; for instance, Base  
22 Resource that is unavailable due to scheduled maintenance, system  
23 emergencies, forced outages, or other constraints. Any costs incurred by either  
24 Party as a result of deviations between actual and scheduled Base Resource  
25 energy shall be the responsibility of SMUD. WAPA will notify SMUD as soon as  
26 reasonably practicable of any situation that will impact the availability of the Base  
27 Resource, and will modify schedules accordingly, on a pro-rata basis.

28 ///

1 7.7 Due to the variable nature of the Base Resource, WAPA may provide a  
2 Custom Product upon a Customer's request. Any Custom Product will be the  
3 subject of a separate contractual arrangement.  
4

5 8. **DELIVERY ARRANGEMENTS:**

6 8.1 WAPA will make SMUD's Base Resource available at the generator bus  
7 or such other delivery point(s) on the CVP transmission system as the Parties will  
8 mutually agree, as specified in Exhibit A. WAPA reserves Network Integration  
9 Transmission Service for the delivery of Base Resource on the CVP transmission  
10 system under its Open Access Transmission Tariff (OATT). The rates and terms  
11 of this service shall be in accordance with WAPA's then-current rate schedule  
12 and OATT.  
13

14 8.2 If requested by WAPA, SMUD must provide written notification to WAPA  
15 by July 1, 2024, demonstrating that it has arranged for delivery of its Base  
16 Resource energy to its load. Such notification shall include both transmission  
17 and distribution level arrangements, as applicable. WAPA shall have no  
18 obligation to make Base Resource available to SMUD if delivery arrangements  
19 are not in effect. However, SMUD shall not be relieved of its obligation to pay its  
20 percentage share of the Base Resource during the time in which delivery  
21 arrangements are not in effect.  
22

23 9. **SCHEDULING PROCEDURES, BUSINESS PRACTICES AND PROTOCOLS:**

24 9.1 All energy furnished by WAPA to SMUD will be provided on a scheduled  
25 basis. SMUD agrees to abide by the scheduling procedures, business practices  
26 and protocols of the applicable balancing authority area or WAPA's sub-  
27 balancing authority area, as set forth on WAPA's website. The Parties recognize  
28 that the scheduling procedures, business practices and protocols may require

1 modification from time-to-time to reflect updated operating procedures that may  
2 become applicable to the Parties. In such event, WAPA will make such changes  
3 in accordance with Section 17 of this Contract.

4  
5 9.2 Designation of Scheduling Coordinator (SC): If SMUD is required to have  
6 a Scheduling Coordinator; SMUD shall notify WAPA of its designated Scheduling  
7 Coordinator not less than ninety (90) days prior to the date of initial service under  
8 this Contract. In the event that SMUD's Scheduling Coordinator arrangement  
9 changes, SMUD shall notify WAPA in writing, not less than thirty (30) days prior  
10 to the change, unless a shorter notification period is agreed to by WAPA.

11  
12 9.3 **If WAPA is SMUD's Portfolio Manager, as set forth in a separate**  
13 **Custom Product Contract, all scheduling activities and responsibilities will**  
14 **be performed by WAPA on behalf of SMUD.** At such time as WAPA is no  
15 longer SMUD's Portfolio Manager, then SMUD will be responsible for  
16 performance of its duties under this Section 9.

17  
18 9.4 WAPA will provide Customers with the opportunity to comment on  
19 WAPA's maintenance and operations plans. WAPA will facilitate Customer  
20 meetings with the Bureau of Reclamation regarding cost and operation planning.

21  
22 9.5 In the event that SMUD does not abide by the protocols, business  
23 practices and procedures and WAPA incurs costs as a result, SMUD is  
24 responsible for and shall pay such costs.

25 ///

26 ///

27 ///

28 ///

1 10. **EXCHANGE PROGRAM:**

2 10.1 WAPA will establish and manage an Exchange Program to allow all  
3 Customers to fully and efficiently use their Base Resource percentage. The  
4 Exchange Program is a mechanism to:

5 10.1.1 Make available to WAPA, for provision to other Customers, any  
6 Base Resource energy a Customer cannot use on a pre-scheduled basis  
7 due to insufficient load; and

8 10.1.2 Help mitigate the costs incurred by a Customer for the power it is  
9 obligated to pay for, but may not be able to use.

10  
11 10.2 Under the Exchange Program, all Base Resource energy in excess of  
12 SMUD's load will be retained by WAPA and offered by WAPA for sale to other  
13 Customers. SMUD may purchase energy from the Exchange Program. While  
14 WAPA's retention of excess Base Resource is mandatory, purchasing from the  
15 Exchange Program is voluntary.

16  
17 10.3 The Exchange Program procedures are set forth in Exhibit B. WAPA may  
18 change the program and procedures of the Exchange Program in accordance  
19 with Section 17 of this Contract.

20  
21 10.4 WAPA will also offer a seasonal Exchange Program. Under the seasonal  
22 Exchange Program, SMUD may elect to make available to WAPA that portion of  
23 its Base Resource percentage that it is unable to use due to insufficient load.  
24 SMUD, through WAPA, will be able to exchange its unusable Base Resource  
25 percentage with other Customers. Any Customer may submit a request to  
26 WAPA to exchange or purchase energy through the seasonal Exchange  
27 Program. Details of a seasonal exchange will be developed with the Customer  
28 upon request by that Customer.

1 10.5 Exchanges of the Base Resource between SMUD and others outside of  
2 the WAPA-managed Exchange Programs, or other WAPA-managed programs,  
3 are prohibited.  
4

5 **11. INDEPENDENT SYSTEM OPERATOR OR REGIONAL TRANSMISSION**

6 **ORGANIZATION:**

7 11.1 WAPA is a sub-balancing authority area within BANC. WAPA operates in  
8 conformance with its sub-balancing authority area and BANC's balancing  
9 authority area protocols, business practices and procedures. In the event of  
10 changes to any protocols, business practices and procedures, WAPA may make  
11 any changes necessary to this Contract to conform to the operating and  
12 scheduling protocols, business practices and procedures in accordance with  
13 Section 17 of this Contract.  
14

15 11.2 The Parties understand that, in the future, WAPA may also change its  
16 operating configuration such as by: (1) joining an independent system operator or  
17 RTO or (2) participating in future markets such as energy imbalance markets; or  
18 (3) making system configurations to meet future operating requirements. In such  
19 an event, if WAPA is required to conform to the protocols, business practices or  
20 procedures, WAPA shall make changes to this Contract to conform to the terms  
21 and conditions required by such events in accordance with Section 17 of this  
22 Contract.  
23

24 11.3 In the event that: 1) WAPA incurs costs from the balancing authority area,  
25 WAPA's sub-balancing authority area, CAISO, an RTO, or a different balancing  
26 authority area for serving SMUD's load; or 2) SMUD does not abide by the  
27 protocols business practices, or procedures of the balancing authority area, an  
28 RTO, or other balancing authority area operator that are applicable to WAPA and

1 WAPA incurs costs as a result, SMUD agrees to pay all such costs attributable to  
2 SMUD.

3  
4 12. **WAPA RATES:**

5 12.1 The Base Resource will be provided on a take-or-pay basis. SMUD will  
6 be obligated to pay its Base Resource percentage share in accordance with the  
7 Rate Schedule attached hereto, whether or not it takes or uses its full Base  
8 Resource percentage.

9  
10 12.2 SMUD shall pay for the electric service furnished hereunder in accordance  
11 with the Rates, charges, and conditions set forth in the CVP Schedule of Rates  
12 applicable to the Base Resource, effective January 1, 2025, or any superseding  
13 Rate Schedule.

14  
15 12.3 Rates applicable under this Contract shall be subject to change by WAPA  
16 in accordance with appropriate Rate Adjustment Procedures. If, at any time,  
17 WAPA announces that it has received approval of a Rate Schedule, or extension  
18 of an existing Rate Schedule applicable to this Contract, or if a Rate Adjustment  
19 Procedure is amended, WAPA will promptly notify SMUD thereof.

20  
21 12.4 SMUD, by providing written notice to WAPA within ninety (90) days after  
22 the Rate Effective Date of a Rate Schedule or Rate Schedule extension  
23 applicable to this Contract, may elect to reduce its Base Resource percentage or  
24 terminate this Contract. SMUD shall designate a Base Resource percentage  
25 reduction or termination effective date that will be effective on the last day of the  
26 billing month not later than two (2) years after the Rate Effective Date. If the  
27 termination effective date is after the Rate Effective Date, the new or extended  
28 Rates shall apply for service taken by SMUD until the termination effective date.



1 Once SMUD provides notice to terminate or reduce its Base Resource  
2 percentage, WAPA will begin the process to reallocate the Base Resource to  
3 other Preference Customers. SMUD may not revoke its notice to terminate or  
4 reduce its Base Resource unless WAPA provides written consent.

5  
6 12.5 Rates shall become effective under this Contract on the Rate Effective  
7 Date stated in a Rate notice.

8  
9 13. **INTEGRATED RESOURCE PLAN:**

10 13.1 In accordance with the Energy Policy Act of 1992, SMUD is required to  
11 meet the requirements of WAPA's Energy Planning and Management Program  
12 (EPAMP). To fulfill the requirements of EPAMP, SMUD must develop and  
13 submit an integrated resource plan or alternative report, as applicable. Specific  
14 EPAMP requirements are set forth in the Federal Register at (64 FR 62604) and  
15 may be found on WAPA's website. Failure to comply with WAPA's EPAMP  
16 requirements may result in penalties as specified therein. SMUD understands  
17 that WAPA may re-evaluate its EPAMP requirements and change them from  
18 time-to-time as appropriate. Such changes will be subject to a public process  
19 and publication in the Federal Register.

20  
21 13.2 Should the EPAMP requirements be eliminated, SMUD shall have no  
22 responsibilities under Section 13.1.

23  
24 14. **ADJUSTMENT OF BASE RESOURCE PERCENTAGE:**

25 14.1 Prior to the date of initial service, WAPA may adjust SMUD's Base  
26 Resource percentage, as set forth in Exhibit A herein, if WAPA determines that  
27 SMUD's Base Resource percentage is greater than its actual usage, as specified  
28 in the Marketing Plan.

1 14.2 After the date of initial service, WAPA may adjust SMUD's Base Resource  
2 percentage under any of the following conditions:

3 14.2.1 SMUD sells energy associated with its Base Resource  
4 percentage to another entity for resale by that entity;

5 14.2.2 SMUD uses the energy associated with its Base Resource  
6 percentage to serve loads outside of the Sierra Nevada Region's Primary  
7 Marketing Area;

8 14.2.3 SMUD's annual energy associated with its Base Resource  
9 percentage, is ten percent or more than its actual annual energy usage.

10  
11 14.3 If WAPA determines that SMUD has met any of the conditions in  
12 Section 14.2 above, WAPA will take the following steps:

13 14.3.1 Notify SMUD of the nature of the concern;

14 14.3.2 Analyze SMUD's usage of the energy associated with its Base  
15 Resource percentage and determine if an adjustment is necessary on a  
16 case-by-case basis, with due consideration of any circumstance that may  
17 have temporarily altered SMUD's energy usage;

18 14.3.3 If an adjustment is determined to be necessary, provide a 90-day  
19 written notice of such adjustment; and

20 14.3.4 Reduce or rescind SMUD's Base Resource percentage  
21 permanently on the effective date specified in the notice.

22  
23 15. **METERING AND POWER MEASUREMENT RESPONSIBILITIES:**

24 SMUD shall be responsible for electric power metering equipment requirements and  
25 power measurement data associated with the use of WAPA power under this Contract  
26 as follows:

27 15.1 Unless previously installed and furnished by WAPA, SMUD shall furnish,  
28 install, operate, maintain, and replace, meters and associated metering

1 equipment required for deliveries of WAPA power scheduled to each delivery  
2 point on the WAPA grid, the CAISO-controlled grid, a utility distribution company  
3 grid, or other electrical system, as may be applicable. Such meters shall comply  
4 with the all applicable meter requirements. For instance, meters on:

5 15.1.1 WAPA's system must meet WAPA's meter requirements;

6 15.1.2 CAISO's system must meet CAISO's meter requirements; and/or

7 15.1.3 Pacific Gas & Electric Company's (PG&E) system must meet  
8 PG&E's meter requirements.

9  
10 15.2 SMUD shall measure power deliveries and provide certified settlement-  
11 quality metering data to WAPA as requested. It is generally contemplated that  
12 WAPA will require this data on a monthly basis.

13  
14 15.3 If WAPA previously installed and furnished a meter to SMUD, WAPA shall  
15 be allowed unrestricted, unescorted access to its revenue meter equipment.  
16 SMUD shall provide a minimum of three (3) keys or the combination to SMUD's  
17 existing locks. Alternatively, WAPA may provide a WAPA-owned padlock(s).  
18 Access shall include all gates and/or doors required to access the metering  
19 equipment.

20  
21 15.4 Upon request by SMUD, to evidence receipt of the Environmental  
22 Attributes, WAPA shall timely provide meter data or other mutually agreed upon  
23 data to SMUD measuring the amount of CVP energy that is generated and  
24 delivered to SMUD. Upon mutual agreement of Customers, WAPA and  
25 Reclamation, such meters shall be modified or replaced to meet appropriate  
26 standards or requirements to convey CVP Environmental Attributes to  
27 Customers.

28 ///

1 16. **CHANGES IN ORGANIZATIONAL STATUS:**

2 16.1 If SMUD changes its organizational status or otherwise changes its  
3 obligation to supply electric power to Preference loads, WAPA reserves the right  
4 to adjust WAPA's power sales obligations under this Contract or to terminate this  
5 Contract, as WAPA deems appropriate. Changes in organizational status  
6 include but are not limited to:

7 16.1.1 Merging with another entity;

8 16.1.2 Acquiring or being acquired by another entity;

9 16.1.3 Creating a new entity from an existing one;

10 16.1.4 Joining or withdrawing from a member-based power supply  
11 organization; or

12 16.1.5 Adding or losing members from its membership organization.

13  
14 16.2 For the purposes of this Section 16, a member is any Preference entity  
15 that is included in a membership, which has the responsibility of supplying power  
16 to the end-use consumer or Customer. Memberships include but are not limited  
17 to:

18 16.2.1 Municipality;

19 16.2.2 Cooperative;

20 16.2.3 Joint powers authority; or

21 16.2.4 Governmental agency.

22  
23 16.3 For purposes of this Section 16, participation in a State promulgated direct  
24 access program shall not be deemed to be a change in a Customer's  
25 organizational status or its obligation to supply electric power to Preference  
26 loads.

27 ///

28 ///

1 16.4 Prior to making an organizational change, SMUD may request an opinion  
2 from WAPA as to whether SMUD's proposed organizational change will result in  
3 an adjustment of SMUD's Base Resource percentage or termination under this  
4 Section 16. SMUD shall provide WAPA with all relevant documents and  
5 information regarding the proposed organizational change. Based on the  
6 documents and information furnished, WAPA will provide SMUD with an opinion.  
7

8 16.5 In addition to the above, if the change in organizational status results in a  
9 proposed transfer of the Contract, or any portion thereof, Section 37 of the  
10 General Power Contract Provisions (GPCP), "Transfer of Interest in Contract,"  
11 generally requires the Customer to obtain prior written approval from WAPA's  
12 Administrator. Organizational changes that typically propose transfer of the  
13 Contract, or a portion of the Contract, and require prior written approval from  
14 WAPA include but are not limited to:

15 16.5.1 Merging with another entity;

16 16.5.2 Acquiring or being acquired by another entity;

17 16.5.3 Joining an entity; and

18 16.5.4 Creating a new entity.  
19

20 17. **PROTOCOLS, BUSINESS PRACTICES AND PROCEDURES:**

21 WAPA reserves the right to make changes to protocols, business practices and  
22 procedures, as needed. Prior to making any changes, WAPA will provide notice to  
23 SMUD and provide SMUD with an opportunity to comment on such changes. WAPA  
24 will consider any comments made by SMUD before making any changes, and shall  
25 provide a written response to the comments. After a final decision is made by WAPA, if  
26 SMUD is not satisfied with the decision, SMUD shall have thirty (30) days from the date  
27 of WAPA's final decision to appeal the change to WAPA's Administrator. WAPA will not  
28 implement a change that has been appealed until a final decision by the Administrator.

1 Notwithstanding the provisions within this Section 17, SMUD shall retain its right to  
2 pursue other legal remedies available to it.

3  
4 18. **ENFORCEABILITY:**

5 It is not the intent of the Parties that this Contract confer any rights on third parties to  
6 enforce the provisions of this Contract except as required by law or express provision in  
7 this Contract. Except as provided in this Section 18, this Contract may be enforced, or  
8 caused to be enforced, only by WAPA or SMUD, or their successors or assigns.

9  
10 19. **GENERAL POWER CONTRACT PROVISIONS:**

11 The GPCP, effective September 1, 2007, attached hereto, are hereby made a part of  
12 this Contract, the same as if they had been expressly set forth herein; Except  
13 Section 11 shall not be applicable to this Contract. In the event of a conflict between  
14 the GPCP and the provisions in the body of this Contract, the Contract shall control.  
15 The usage of the term "Contractor" in the GPCP shall mean SMUD. The usage of the  
16 term "firm" in Articles 17 and 18 of the GPCP shall be deemed to be replaced with the  
17 words "Base Resource."

18  
19 20. **EXHIBITS MADE PART OF CONTRACT:**

20 Exhibit A (Base Resource Percentage and Point(s) of Delivery), Exhibit B (Exchange  
21 Program), Exhibit C (Regulation and Reserves), and Exhibit D (Rate Schedule) existing  
22 under this Contract may vary during the term hereof. Each of said exhibits shall  
23 become a part of this Contract during the term fixed by its provisions. Exhibits A, B, C,  
24 and D are attached hereto, and each shall be in force and effect in accordance with its  
25 terms until respectively superseded by a subsequent exhibit.

26 ///

27 ///

28 ///

1 21. **EXECUTION BY COUNTERPARTS:**

2 This Contract may be executed in any number of counterparts and, upon execution and  
3 delivery by each Party, the executed and delivered counterparts together shall have the  
4 same force and effect as an original instrument as if all Parties had signed the same  
5 instrument. Any signature page of this Contract may be detached by any counterpart of  
6 this Contract without impairing the legal effect of any signatures thereon, and may be  
7 attached to another counterpart of this Contract identical in form hereto, by having  
8 attached to it one or more signature pages.

9  
10 22. **ELECTRONIC SIGNATURES:**

11 The Parties agree that this Contract may be executed by handwritten signature or  
12 digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital  
13 signature is the same as a handwritten signature and shall be considered valid and  
14 acceptable.

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

WESTERN AREA POWER ADMINISTRATION

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

Name: Arun K. Sethi

Title: Vice President of Power Marketing

for Sierra Nevada Region

Address: 114 Parkshore Drive

Folsom, CA 95630-4710

SACRAMENTO MUNICIPAL  
UTILITY DISTRICT

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

Attest: Name: \_\_\_\_\_

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

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

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



SACRAMENTO MUNICIPAL UTILITY DISTRICT  
Resolution/Certificate

EXHIBIT A  
(Base Resource Percentage and Point(s) of Delivery)

1. This Exhibit A, to be effective under and as part of Contract 20-SNR-02354 (Contract), shall become effective upon execution of the Contract; and shall remain in effect until either superseded by another Exhibit A or termination of the Contract.
2. Pursuant to the Marketing Plan, SMUD's extended Base Resource percentage is 24.94590.
3. Pursuant to the Final 2025 Resource Pool Allocations, SMUD received 0.01735 percent of the Base Resource.
4. On the effective date of this Exhibit A, SMUD's percentage of the Base Resource is 24.96325.
5. SMUD's Base Resource percentage may be adjusted by WAPA as specified in the Contract.
6. SMUD's Base Resource percentage will be adjusted effective January 1, 2040, in accordance with the Marketing Plan, to establish the 2040 Resource Pool for new power allocations.
7. The point(s) of delivery on the CVP transmission system for SMUD's Base Resource shall be the Elverta 230-kV Substation, the Hurley 230-kV Substation, and Folsom 230-kV Substation, or as requested by SMUD and approved by WAPA.
8. All power deliveries provided under this Contract shall be adjusted for the applicable transformation and transmission losses on the 230-kV system. Additional transformation and/or transmission losses shall be applied to deliveries at other than the 230-kV level.
9. This Exhibit A shall be replaced by WAPA as necessary under the terms and conditions set forth in the Contract, and a signature is not required by either Party.

EXHIBIT B  
(Exchange Program)

1. This Exhibit B, to be effective under and as a part of Contract 20-SNR-02354, (Contract) shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit B or termination of the Contract.
2. SMUD is in agreement with the procedures set forth herein.
3. If necessary, WAPA retains the right to make subsequent revisions to Exhibit B after consultation with its Customers. At such time as WAPA promulgates a revision of this Exhibit B, SMUD shall have the option of either accepting the new revision to this Exhibit B or opting out of making purchases from the Exchange Program. If WAPA does not receive notice from SMUD opting out of making purchases from the Exchange Program within 30 days of SMUD's receipt of a revised Exhibit B, SMUD may automatically continue to make purchases from the Exchange Program if already participating.
4. Exchange Program:
  - 4.1 WAPA has established separate Exchange Program for the Full Load Service Customer group and the Variable Resource Customer group. A Customer cannot be in both the Full Load Service Customer group and the Variable Resource Customer group at the same time.
  - 4.2 The Exchange Program will take place on a pre-scheduled basis.
  - 4.3 Base Resource power in excess of a Customer's load in any hour will be distributed by WAPA in the applicable Exchange Program group (Full Load Service or Variable Resource).
  - 4.4 A Customer may choose whether to make purchases from the Exchange Program for its group. Participation in making purchases from the Exchange Program requires a Customer to accept Exchange Program power if it has load in that hour. However, even if a Customer chooses not to participate in making purchases, if that Customer's Base Resource amount exceeds its load in any hour, the excess will go into the Exchange Program for that Customer's group for that hour, for use by participating Customers with load not met by Base Resource power in that hour. In other words, the retention of Base Resource in excess of a Customer's load is mandatory, while participation in making purchases from the Exchange Program is voluntary.

4.5 If a Customer chooses not to make purchases from the Exchange Program, a written notice to that effect must be submitted to WAPA by November 1, 2024. Thereafter, a Customer must submit a written notice to WAPA at least one (1) month prior to changing its participation status; Except if a Customer has elected to make purchases from the Exchange Program and subsequently changes its participation status, the Customer must wait a minimum of one (1) year to again participate in the Exchange Program. Participation status will change on the first day of the month following the required notice period or the minimum one (1) year waiting period.

4.6 A Customer must use its Base Resource power prior to using any other source to meet its load, unless agreed to by WAPA in writing. A Customer participating in the Exchange Program must use Exchange Program power prior to any other source to meet its load, unless agreed to by WAPA in writing.

4.7 Each participating Customer in each group will receive an equal share in megawatts of that group's Exchange Program power available for that hour, up to the Customer's unmet load in that hour.

4.8 Any Exchange Program power that is excess to a Customer's unmet load will go back to the Exchange Program for the group to which the Customer belongs, for that same hour. This power will be reallocated to participating Customers in that group on an equal basis until either that group's Exchange Program has no remaining power in that hour, or no participating Customers in that group have unmet load in that hour.

4.9 If there is power remaining in the Full Load Service Exchange Program or the Variable Resource Exchange Program in any hour, and none of the participating Customers in that group have unmet load in that hour, the remaining power will go to the other group's Exchange Program for that same hour.

4.10 If, in any hour, no participating Customers have unmet load but there is power remaining in either group's Exchange Program, that power may be offered for sale by WAPA unless the amount of power is de minimis.

4.11 Customers' power bills will be adjusted to reflect transactions into and out of the Exchange Program.

EXHIBIT C  
(Regulation and Reserves)

1. This Exhibit C to be effective under and as a part of Contract 20-SNR-02354 (Contract), shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit C or termination of the Contract.
2. Definitions of Terms:
  - 2.1 Contingency Reserve: An additional amount of operating reserves sufficient to reduce Area Control Error (ACE) to zero in ten minutes following loss of generating capacity, which would result from the most severe single contingency. Contingency Reserves will consist of Spinning and Nonspinning Reserves.
  - 2.2 Frequency Response Reserves: Spinning Reserves which provide the required Frequency Response needed for the reliable operation of an interconnection. The energy is provided by the generator's governor's response to a frequency deviation from scheduled system frequency.
  - 2.3 Nonspinning Reserve: That operating reserve not connected to the system but capable of serving demand within ten minutes, or interruptible load that can be removed from the system within ten minutes.
  - 2.4 Spinning Reserve: Unloaded generation which is synchronized and ready to serve additional demand.
3. WAPA's Disposition of Contingency Reserves and Regulation:
  - 3.1 Contingency Reserves: WAPA will provide all Base Resource schedules with Contingency Reserves, including Spinning, Nonspinning, and Frequency Response Reserves. Contingency Reserves will be provided from CVP generation as available, or procured from other sources as necessary.
  - 3.2 Regulation: WAPA will not provide Regulation with Base Resource schedules. Any sales of Regulation by WAPA will be credited against the Power Revenue Requirement.

EXHIBIT D  
(Rate Schedule)

1. This Exhibit D to be effective under and as a part of Contract 20-SNR-02354 (Contract), shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit D or termination of the Contract.
2. The CVP Schedule of Rates for Base Resource and First Preference Power (CV-F13) begins on page 2 of this Exhibit D.
3. This Exhibit D shall be replaced by WAPA as necessary under the terms and conditions set forth in the Rate Schedule, and a signature is not required by either Party.







SSS No.  
BOD 2021-003

# BOARD AGENDA ITEM

## STAFFING SUMMARY SHEET

Committee Meeting & Date ERCS 2021
Board Meeting Date N/A

TO				TO			
1.	Stephen Clemons	6.					
2.	Frankie McDermott	7.					
3.		8.					
4.		9.	<b>Legal</b>				
5.		10.	<b>CEO &amp; General Manager</b>				
<b>Consent Calendar</b>		<b>Yes</b> x <b>No</b> <i>If no, schedule a dry run presentation.</i>		<b>Budgeted</b>		<b>Yes</b> <b>No</b> <i>(If no, explain in Cost/Budgeted section.)</i>	
FROM (IPR) Brandon Rose / Donna Lofton		DEPARTMENT Board Office		MAIL STOP B307	EXT. 5079	DATE SENT 12/22/20	

**NARRATIVE:**

**Requested Action:** Provide a summary of committee direction from the Board to Staff.

**Summary:** During a Board discussion at the January 2017 Policy Committee, the Board requested having an on-going opportunity to do a wrap up period at the end of each committee meeting to summarize various Board member suggestions and requests that were made at the meeting in an effort to make clear the will of the Board. The Committee Chair will summarize Board member requests that come out of the committee presentations for this meeting.

**Board Policy:** GP-4 Agenda Planning states the Board will focus on the results the Board wants the organization to achieve.  
*(Number & Title)*

**Benefits:** Having an agendaized opportunity to summarize the Board's requests and suggestions that arise during the committee meeting will help clarify what the will of the Board.

**Cost/Budgeted:** N/A

**Alternatives:** Not summarize the Board's requests at this meeting.

**Affected Parties:** Board of Directors and Executive Staff

**Coordination:** Donna Lofton, Special Assistant to the Board

**Presenter:** Brandon Rose, ERCS Committee Chair

**Additional Links:**

SUBJECT Summary of Committee Direction

ITEM NO. (FOR LEGAL USE ONLY)

ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.