

RUSSELL KAGEHIRO
President
Division IV

TIM MAGGIORE
Vice President
Division III

LARRY ENOS, JR
Director
Division I

MARK MAGGIORE
Director
Division II



CHARLES TUSO
Director
Division V

TOM PEREIRA
Director
Division VI

JACK ALVAREZ
Director
Division VII

RICK GILMORE
General Manager
Secretary

AGENDA

**Video Conference Special Board Meeting
Byron Bethany Irrigation District
Tuesday, January 26, 2021
9:00 AM**

Call-in Information:

**Meeting ID: Join Zoom Meeting
<https://us02web.zoom.us/j/8458078863>**

Meeting ID: 845 807 8863

Call In Number

1-669-900-6833,,8458078863#

NOTE: In accordance with the Governor's Executive Order (N-29-20) and the declared State of Emergency as a result of the threat of COVID-19, members of the Board of Directors and staff will be participating in this meeting remotely from multiple locations. Members of the public are encouraged to use the call-in number, which will allow them to fully participate in the meeting without having to be present in person. If members of the public have any problems using the call-in number during the meeting, please contact the District office at 209-835-0375.

Call to Order/Roll Call.

Consider Corrections to the Agenda of Items, as authorized under Government Code Section 54950 et seq.

Opportunity for Public Comment – Any member of the public may address the Board concerning any matter not on the agenda, but within the Board's jurisdiction. Public comment is limited to no more than three minutes per person.

DISCUSSION/ACTION CALENDAR

1. Review and consider adopting Resolution 2021-5 approving the District's COVID-19 Prevention Program (CPP), as required by emergency regulations adopted by Cal-OSHA.
2. Review and consider adopting Resolution 2021-6 approving and authorizing execution of the Base Resource Contract with the United States, Department of Energy, Western Area Power Administration, Sierra Nevada Region (Contract 20-SNR-02331).
3. Review and consider adopting Resolution 2021-7 approving the FY-2021 water rate for Raw Water Service Area 2 (Tracy Hills) pursuant to the Cost of Service Based Water Rate Memorandum prepared by Hazen-Sawyer.

ADJOURNMENT

RUSSELL KAGEHIRO
President
Division IV

TIM MAGGIORE
Vice President
Division III

LARRY ENOS, JR
Director
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MARK MAGGIORE
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ADJOURNMENT

**RESOLUTION 2021-5
ADOPTING A COVID-19 PREVENTION PROGRAM**

WHEREAS, the California Occupational Safety and Health (Cal-OSHA) Standards Board issued emergency temporary regulations requiring employers to adopt additional measures to prevent the spread of COVID-19. The emergency regulations are in effect and impose new regulations on virtually all employers, including public agencies.

NOW THEREFORE BE IT RESOLVED, the Board of Directors of Byron-Bethany Irrigation District hereby adopts the Byron Bethany Irrigation District COVID-19 Prevention Program (CPP) which is attached hereto.

PASSED AND ADOPTED at a Special Meeting of the Board of Directors of Byron-Bethany Irrigation District on 26 January 2021 by the following vote:

AYES: ALVAREZ, ENOS, KAGEHIRO, M. MAGGIORE, T. MAGGIORE, PEREIRA, TUSO

NOES:

ABSENT:

ABSTAIN:

/s/ Russell Kagehiro

Mr. Russell Kagehiro, President

Secretary's Certification

I, Kelley Geyer, Deputy Secretary of the Board of Directors of Byron-Bethany Irrigation District, do hereby certify that the foregoing Resolution is a true and correct copy entered into the Minutes of the Special Meeting of 26 January, 2021, at which time a quorum was present, and no motion to amend or rescind the above resolution was made.

Kelley Geyer, Deputy Secretary

Byron-Bethany
Irrigation District
COVID-19
Prevention Program
(CPP)

Adopted January 26, 2021

I. INTRODUCTION

COVID-19 is a rapidly evolving global pandemic with significant potential impacts on the health of Byron-Bethany Irrigation District ("BBID" or "District") employees, landowners, and families. BBID is committed to helping control the spread of this virus as part of its civic duty. BBID is equally committed to helping control the spread of this virus because BBID provides essential public services. Consequently, it is imperative that BBID takes steps to maintain a fully functioning workforce that is ready and able to respond and ensure the continuity of services within its service area.

II. PURPOSE

BBID is committed to providing a safe and healthy workplace for all of its employees, customers, and families. To ensure a safe and health workplace, BBID has developed this COVID-19 Prevention Program ("CPP") in accordance with the requirements of the California Occupational Safety and Health Act (Labor Code §§ 6300, *et seq.*) and associated regulations (8 C.C.R. § 3205). Nothing in the CPP precludes BBID from complying with federal, state or local laws or guidance that recommends or requires measures that are more prescriptive and/or restrictive than are provided herein.

III. SCOPE

The CPP applies to all employees except for employees who are teleworking.

IV. AUTHORITY

The General Manager has overall authority and responsibility for implementing the provisions of the CPP in BBID's workplace. In addition, all supervisors are responsible for implementing and maintaining the CPP, as well as for ensuring employees receive answers to questions about the CPP in a timely manner. All employees are responsible for using safe work practices, following all directives, policies, and procedures, and assisting in maintaining a safe work environment.

V. DEFINITIONS

For purposes of the CPP, the following definitions apply:

"COVID-19" means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

"COVID-19 Case" means a person who either:

- (1) Has a positive "COVID-19 Test" as defined below;
- (2) Is subject to a COVID-19-related order to isolate issued by a local or state health official; or
- (3) Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.

A person is no longer a "COVID-19 Case" when a licensed health care professional determines that the person does not have COVID-19, in accordance with recommendations made by the California Department of Public Health (CDPH) or the local health department pursuant to authority granted under the Health and Safety Code or title 17, California Code of Regulations to CDPH or the local health department.

"COVID-19 Exposure" means being within six (6) feet of a COVID-19 Case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the "High-Risk Exposure Period" as defined below. This definition applies regardless of the use of Face Coverings.

"COVID-19 Hazard" means exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons which may aerosolize saliva or respiratory tract fluids, among other things. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

"COVID-19 Symptoms" means any of the following unless a licensed health care professional determines that the person's symptoms were caused by a known condition other than COVID-19:

- (1) fever of 100.4 degrees Fahrenheit or higher or chills;
- (2) cough;
- (3) shortness of breath or difficulty breathing;
- (4) fatigue;
- (5) muscle or body aches;
- (6) headache;
- (7) new loss of taste or smell;
- (8) sore throat;
- (9) congestion or runny nose;
- (10) nausea or vomiting; or
- (11) diarrhea

"COVID-19 Test" means a viral test for SARS-CoV-2 that is both:

- (1) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and

(2) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.

“Exposed Workplace” means any work location (building, store, facility, agricultural field or other location), working area or common area at work, used or accessed by a COVID-19 Case during the High-Risk Exposure Period, including bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. It also includes the “worksites” of the COVID-19 Case. The Exposed Workplace does not include buildings, floors, facilities or other locations not entered by a COVID-19 Case.

“Face Covering” means a tightly woven fabric or non-woven material with no visible holes or openings, which covers the nose and mouth.

“High-Risk Exposure Period” means the following time period:

(1) For persons who develop COVID-19 Symptoms: from two (2) days before they first develop symptoms until ten (10) days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or

(2) For persons who test positive who never develop COVID-19 Symptoms: from two (2) days before until ten (10) days after the specimen for their first positive test for COVID-19 was collected.

VI. PROGRAM

A. COMMUNICATION

BBID’s goal is to ensure that it has effective two-way communication with its employees, in a form they can readily understand.

1. Reporting COVID-19 Symptoms, Possible COVID-19 Exposures, and Possible COVID-19 Hazards at BBID Worksites and Facilities

Employees must immediately report to the Assistant General Manager or their supervisor any of the following:

- The employee’s presentation of COVID-19 Symptoms;
- The employee’s possible COVID-19 Exposure; and
- Possible COVID-19 Hazards at BBID worksites or facilities.

BBID encourages employees to make the required reports and will not discriminate or retaliate against any employee who makes such a report.

2. Accommodations Process for Employees at Increased Risk of Severe COVID-19 Illness

BBID provides for an accommodation process for employees who have a medical or other condition identified by the Centers for Disease Control and Prevention ("CDC") or the employee's health care provider as placing or potentially placing the employee at increased risk of severe COVID-19 illness.

The CDC identifies various medical and other conditions and other conditions as placing or potentially placing individuals at an increased risk of severe COVID-19 illness. The list of conditions which the CDC has indicated create an increased risk of severe COVID-19 illness as of the date of this CPP are as follows:

- Cancer
- Chronic kidney disease
- COPD (chronic obstructive pulmonary disease)
- Heart conditions, such as heart failure, coronary artery disease, cardiomyopathies
- Immunocompromised state (weakened immune system) from solid organ transplant
- Obesity (body mass index [BMI] of 30 kg/m² or higher but < 40 kg/m²)
- Severe obesity (BMI of ≥40 kg/m²)
- Pregnancy
- Sickle cell disease
- Smoking
- Type 2 diabetes mellitus

The list of conditions which the CDC has indicated might create an increased risk of severe COVID-19 illness as of the date of this CPP are as follows:

- Asthma
- Cerebrovascular disease (affects blood vessels and blood supply to the brain)
- Cystic fibrosis
- Hypertension or high blood pressure
- Immunocompromised state (weakened immune system) from blood or bone marrow transplant, immune deficiencies, HIV, use of corticosteroids, or use of other immune weakening medicines
- Neurologic conditions, such as dementia
- Liver disease
- Overweight (BMI of >25kg/m², but <30 kg/m²)
- Pulmonary fibrosis (having damaged or scarred lung tissues)
- Thalassemia (a type of blood disorder)
- Type 1 diabetes mellitus

CDC guidance and the identified medical and other conditions can be found on the CDC website at: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>. The District will periodically review the CDC guidance in order to account for any additional medical and other conditions that the CDC has identified as placing or potentially placing individuals at an increased risk of severe COVID-19 illness.

Employees are encouraged to review the list of medical and other conditions located on the CDC's website in order to determine whether they may have a condition that puts them at increased risk of severe COVID-19 illness and to determine whether they should consult with their health care provider.

As information regarding each employee's medical condition(s) is confidential, BBID may not be aware that an employee is at increased risk of severe COVID-19 illness. Accordingly, employees who believe they may be at risk are required to notify their supervisor so BBID can engage in the interactive process with the employee to determine whether the employee can perform the essential functions of his/her position, with or without a reasonable accommodation, without causing an undue hardship on the District.

3. COVID-19 Testing

Information about COVID-19 Testing is available via the California Department of Public Health's website at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/ncov2019.aspx#>

If necessary, BBID may require employees who report to work be tested for COVID-19. Where BBID requires an employee to be tested, the District will inform the employee of the reason testing is required. BBID will also discuss the employee's options for testing, as appropriate.

BBID will also inform employees of the possible consequences of a positive COVID-19 Test, which may include, but are not limited to, a requirement that the employee not report to work during the High-Risk Exposure Period and that the employee satisfies the minimum criteria to return to work.

BBID will keep confidential all personal identifying information of COVID-19 Cases or persons with COVID-19 Symptoms unless BBID is expressly authorized by the employee to disclose such information or BBID is otherwise permitted or required to disclose such personal identifying information under the law. All COVID-19 testing or related medical services provided by BBID will be provided in a manner that ensures the confidentiality of employees.

4. COVID-19 Cases, Exposures, and Hazard Prevention in the Workplace

BBID will provide written notice of any potential COVID-19 Exposure to the employee(s) who may have come in contact with the COVID-19 Case and the employee(s)' authorized representatives. Notice will be provided within one (1) business day of the District learning of the potential COVID-19 Exposure in a way that does not reveal any personal identifying information about the COVID-19 Case. The notice will provide information regarding COVID-19 testing options available to the employee(s) who may have had COVID-19 Exposure in the workplace, as well as the availability of COVID-19-related benefits under workers' compensation law (Labor Code §§3212.86 – 3212.88), any applicable local jurisdictional requirements, and BBID's Sick Leave Policy. If BBID requires an employee to be tested, BBID will inform the employee of the reason testing is required and possible consequences of a positive test.

BBID will also notify employees of cleaning and disinfecting measures the District is undertaking in order to ensure the health and safety of the workplace where any potential COVID-19 Exposure has occurred and/or where any COVID-19 Hazard is known or reasonably suspected to exist.

B. IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS

1. Screening of Employees

All BBID employees are required to self-screen for COVID-19 Symptoms prior to reporting to work. Employees will utilize the "COVID-19 Daily Self-Screening Questions," attached hereto as Exhibit A to complete their screening.

2. Responding to Employees with COVID-19 Symptoms

Should a BBID employee present COVID-19 Symptoms during a self-screen, the employee is required to notify the Assistant General Manager and his/her supervisor, remain at or return to his/her home or place of residence, and not report to work until such time as the employee satisfies the minimum criteria to return to work. BBID will advise employees of any leaves to which they may be entitled during this self-quarantine period. BBID has adopted policies and procedures that ensure the confidentiality of employees' COVID-19-related medical information in compliance with applicable laws.

3. Workplace-Specific Evaluation

Due to the nature of the District's work, BBID will conduct an initial workplace-specific assessment of interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19. As part of this process:

- BBID will treat all persons, regardless of symptoms or negative COVID-19 Test results, as potentially infectious.

- BBID will identify places and times when employees and individuals congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, including, for example, during meetings or trainings, in and around entrances, bathrooms, hallways, walkways, break or eating areas, and waiting areas.
- BBID will identify potential workplace exposures to all persons at BBID and will continue to assess worksites and facilities, including employees, employees of other entities, members of the public, and customers.
- BBID has considered how employees and other persons enter, leave, and travel through BBID's Headquarters, in addition to addressing employees' fixed workspaces or workstations.

BBID's preliminary workplace specific assessment will be documented in the "Identification of COVID-19 Hazards" form attached hereto as Exhibit B. The District will continue to examine all workplaces to determine whether any changes need to be made to the initial workplace-specific assessment. Employees will participate in the identification and evaluation of COVID-19 Hazards.

4. Maximization of Outdoor Air and Air Filtration

BBID evaluated how to maximize the quantity of outdoor air and whether it is possible to increase filtration efficiency to the highest level compatible at the District's Headquarters existing ventilation systems. The District increased the frequency of the HVAC filter replacement program and when weather or air quality permits open doors to bring outside air in. Foul odors are, at times, present due to neighboring operations near the District's Headquarters facility.

5. BBID Compliance with Applicable State and Local Health Orders

BBID monitors applicable orders and guidance from the State of California and the local health departments related to COVID-19 Hazards and prevention, including information of general application and information specific to BBID's location and operations. BBID will fully and faithfully comply with all applicable orders and guidance from the State of California and the local health department. It should be noted that BBID is a multi-county special district operating in Alameda, Contra Costa and San Joaquin Counties. Applicable orders and guidance from the local health departments may differ.

6. Periodic Inspection and Evaluation of Existing COVID-19 Prevention Protocols and Adoption of Additional Protocols

BBID will continue to periodically inspect all worksites and facilities using the "COVID-19 Inspections Form" attached hereto as Exhibit C to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with the District's COVID-19 policies and procedures. BBID will also

continue to evaluate existing COVID-19 prevention protocols at the workplace and assess whether there is a need for different and/or additional protocols. The District's continued assessment will include, but not be limited to, evaluation of protocols related to the correction of COVID-19 hazards, physical distancing, Face Coverings, engineering controls, administrative control, and personal protective equipment (PPE).

C. INVESTIGATING AND RESPONDING TO COVID-19 CASES

1. Procedure to Investigate COVID-19 Cases

BBID's procedure for investigating COVID-19 Cases in the workplace consists of all of the following: (1) the verification of COVID-19 Case status; (2) receiving information regarding COVID-19 Test results; (3) receiving information regarding the presentation of COVID-19 Symptoms; and (4) identifying and recording all COVID-19 Cases.

2. Response to COVID-19 Cases

In the event that an employee tests positive for COVID-19 or is diagnosed with COVID-19 by a health care provider, BBID will do all of the following:

a. Contact Tracing and Workplace Investigation

BBID will interview the COVID-19 Case to ascertain the following information:

- The date and time the COVID-19 Case was last at the worksite.
- The date the employee took the COVID-19 Test.
- The date the employee received the positive COVID-19 Test result.
- The date on which the employee first experienced any COVID-19 Symptoms, and which COVID-19 Symptoms the employee experienced, if symptomatic.
- The employee's activities at all workplace locations during the High-Risk Exposure Period, including, but not limited to, the nature and circumstances of the employee's contact with other employees and other people in the workplace to determine whether any of the contacts qualify as a COVID-19 Exposure.

If the District determines that there were any COVID-19 Exposures in the workplace, the District will provide notice of the potential exposure and instruct those employees who have been exposed in the workplace to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work.

BBID will also conduct an investigation using the "Investigating COVID-19 Cases" form attached hereto as Exhibit D in order to determine whether any workplace conditions could have contributed to the risk of COVID-19 Exposure and what could be done to reduce exposure to COVID-19 Hazards.

b. Notice of Potential COVID-19 Exposures in the Workplace

BBID will comply with all notification obligations as required by law, including, but not limited to, providing the mandatory written notice of the potential COVID-19 Exposure within one (1) business day, in a way that does not reveal any personal identifying information of the COVID-19 Case, to the following individuals as required based on the individual circumstances:

- Employees who may have had a COVID-19 Exposure.
- Independent Contractors and others, including employers of contracted employees, who were present at the workplace during the COVID-19 Case's High-Risk Exposure Period

c. Exclusion from the Workplace

BBID will instruct the employee who qualifies as a COVID-19 Case and each employee who is deemed to have a potential COVID-19 Exposure to remain at or return to their home or place of residence and not report to work until such time as they satisfy the minimum criteria to return to work.

Employees who have not been excluded or isolated by the local health department(s) need not be excluded by BBID if they are temporarily reassigned to work where they do not have contact with other persons until the return to work criteria is satisfied.

d. Free COVID-19 Testing

BBID will provide COVID-19 testing at no cost to all employees who had potential COVID-19 Exposure during work. The time spent by the relevant employee for COVID-19 testing will be deemed working time and the employee will be compensated accordingly.

e. Leave and Compensation Benefits

For COVID-19 Cases and employees who have had a COVID-19 Exposure from the workplace who are otherwise able and available for work, BBID will maintain the relevant employee's earnings, seniority and all other employee rights and benefits, including the employee's right to his/her former job status, as if the employee had not

been removed from their job. COVID-19-related benefits to which COVID-19 Cases and employees who have had a COVID-19 Exposure may be entitled under applicable federal, state or local laws include any benefits available under workers' compensation law (Labor Code §§3212.86 – 3212.88), any applicable local jurisdictional requirements, and the District's leave policies. BBID may require that employees use District-provided Sick Leave benefits for this purpose and consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

BBID is not required to provide the leave and benefits described in this section in any period of time during which the relevant employee is unable to work for reasons other than protecting persons at the workplace from possible COVID-19 transmission, or where BBID demonstrates that the COVID-19 Exposure is not work-related.

f. Confidential Medical Information

BBID will protect the confidentiality of personal identifying information of COVID-19 Cases and employees with COVID-19 Symptoms unless expressly authorized by the employees to disclose such information or as otherwise permitted or required under the law.

g. Reporting and Recording

BBID will comply with all reporting and recording obligations required by law, including, but not limited to, reporting COVID-19 Cases to the following individuals and institutions as required based on the individual circumstances:

- The local health department;
- Cal/OSHA;
- Independent Contractors and others, including employers of contracted employees, who were present at the workplace during the COVID-19 Case's High-Risk Exposure Period; and
- ACWA/JPIA.

D. CORRECTION OF COVID-19 HAZARDS AT BBID WORKSITES AND FACILITIES

BBID has implemented effective policies and procedures for correcting unsafe and/or unhealthy conditions, work practices, policies and/or procedures in a timely manner based on the severity of the hazard. The District's actions include, but are not limited to, implementing controls, policies and procedures in response to the District's identification and evaluation of COVID-19 Hazards, investigating and responding to COVID-19 Cases and potential COVID-19 Exposures in the workplace, and

implementing controls related to physical distancing, Face Coverings, engineering controls, administrative controls, and PPE.

E. TRAINING AND INSTRUCTION OF EMPLOYEES

1. COVID-19 Symptoms

BBID provides employees training and instruction on the COVID-19 Symptoms, including advising employees of COVID-19 Symptoms, which include the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19. Trainings will be documented using the "COVID-19 Training Roster" attached hereto as Exhibit E.

BBID also monitors and adheres to guidance by the CDC concerning COVID-19 Symptoms, including guidance provided at the following web address:

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

BBID will advise employees in the event that the CDC makes any changes to its guidance concerning such symptoms. BBID provides employees instruction on the importance of not coming to work and obtaining a COVID-19 Test if the employees have COVID-19 Symptoms.

2. BBID's COVID-19 Policies and Procedures

BBID will provide regular updates to employees on its policies and procedures to prevent COVID-19 Hazards at BBID worksites and facilities and to protect employees. BBID's current "COVID-19 Operational Protocols" ("Operational Protocols") are attached hereto as Exhibit F. BBID will update the Operational Protocols as needed and communicate any changes to Employees in a timely manner.

3. COVID-19-Related Benefits

Employees will be provided information regarding any COVID-19 related benefits to which they may be entitled under applicable federal, state or local laws as explained above. When employees require leave or are directed not to report to work by BBID, the Assistant General Manager will advise employees of the COVID-19-related benefits to which they may be entitled under the specific circumstances surrounding the employees' need for leave.

4. Spread and Transmission of COVID-19

BBID has advised employees that COVID-19 is an infectious disease that can be spread through the air when an infectious person talks or vocalizes, sneezes, coughs or

exhales; that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and that an infectious person may have no symptoms.

BBID has further advised employees of the fact that particles containing the virus can travel more than six (6) feet, especially indoors, so physical distancing must be combined with other controls, including Face Coverings and hand hygiene, including hand washing, in order to be effective.

5. Methods and Importance of Physical Distancing, Face Coverings, and Hand Hygiene

BBID has advised employees of the methods and importance of physical distancing, Face Coverings, and hand hygiene, including hand washing.

Specifically, BBID has trained and instructed employees on the importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

Additionally, BBID has trained and instructed employees on the proper use of Face Coverings and the fact that Face Coverings are not respiratory protective equipment.

F. PHYSICAL DISTANCING

BBID requires that all employees be separated from other persons by at least six (6) feet, except where BBID can demonstrate that six (6) feet of separation is not possible and where there is momentary exposure while persons are in movement.

BBID has adopted several methods by which it increases physical distancing including, but not limited to, the following: (1) providing employees the opportunity to telework or engage in other remote work arrangements; (2) reducing the number of persons in an area at one time, including visitors; (3) adopting staggered arrival, departure, work, and break times; and (4) adjusting work processes or procedures to allow greater distance between employees. Specific protocols adopted by BBID to increase physical distancing are included in the Operational Protocols. (see Exhibit F).

When it is not possible for employees to maintain a distance of at least six (6) feet, BBID requires individuals to be as far apart as possible.

G. FACE COVERINGS

BBID provides clean, undamaged, Face Coverings to employees and requires that such Face Coverings are worn by employees and individuals at BBID worksites and facilities.

BBID adheres to orders and guidance provided by the CDPH and the local health department, including as provided at the following web address:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>

BBID ensures that Face Coverings are worn over the nose and mouth when indoors, and outdoors when less than six (6) feet away from another person, and where required by orders from the CDPH or local health department.

Face Coverings are not required under the following circumstances:

- When an employee is alone in a room.
- While employees are eating or drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees are wearing respiratory protection in accordance with California Code of Regulations (C.C.R.) Title 8, section 5144 or other Title 8 safety orders (8 C.C.R. 5144 is available at the following web address: <https://www.dir.ca.gov/title8/5144.html>).
- Employees cannot wear Face Coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- When undertaking specific tasks which cannot feasibly be performed with a Face Covering. This exception is limited to the time period in which such tasks are actually being performed, and the unmasked employee shall be at least six (6) feet away.

If employees are exempted from wearing Face Coverings due to a medical condition, mental health condition, or disability, the employees must wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it. Any employee not wearing a Face Covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six (6) feet apart from all other persons unless the unmasked employee is tested at least twice (2x) weekly for COVID-19. BBID does not use COVID-19 Testing as an alternative to Face Coverings when Face Coverings are otherwise required by this section.

BBID will not prevent any BBID employee from wearing a Face Covering when not required by this section, unless it would create a safety hazard, such as interfering with the safe operation of equipment.

BBID has developed procedures to minimize employee exposure to COVID-19 Hazards originating from any person not wearing a Face Covering, including a member of the public. These policies are set forth in the "COVID-19 Operational Protocols"

attached hereto as Exhibit F. BBID posts signage to inform non-employees that BBID requires the use of Face Covering at BBID worksites and facilities.

H. OTHER ENGINEERING CONTROLS, ADMINISTRATIVE CONTROLS, AND PPE

1. Cleaning and Disinfecting Procedures

BBID regularly identifies, cleans, and disinfects frequently touched surfaces and objects, such as doorknobs, equipment, tools, handles, controls, bathroom surfaces, and steering wheels. BBID has informed employees of its cleaning and disinfection protocols, including the planned frequency and scope of regular cleaning and disinfection. Cleaning and disinfecting will be done in a manner that does not create a hazard to Employees.

BBID prohibits the sharing of PPE, and to the extent feasible, items that employees come in regular physical contact with such as phones, headsets, desks, keyboards, writing materials, instruments, and tools. When it is not feasible to prevent sharing, sharing will be minimized and such items and equipment shall be disinfected between uses by different people. Sharing of vehicles will be minimized to the extent feasible, and high touch points (steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) shall be disinfected between users.

2. Availability & Adequacy of Handwashing Stations

BBID has evaluated its handwashing facilities in order to determine the need for additional facilities, encourages and allows time for employee handwashing, and provides employees with an effective hand sanitizer. BBID does not provide hand sanitizers with methyl alcohol. BBID encourages employees to wash their hands for at least 20 seconds each time.

3. PPE

BBID evaluates the need for PPE, such as gloves, goggles, to prevent exposure to COVID-19 Hazards and provides such PPE as needed. In accordance with applicable law, BBID will:

- Evaluate the need for respiratory protection when the physical distancing requirements, as provided herein, are not feasible or are not maintained.
- Provide and ensure use of respirators in accordance with and when deemed necessary by Cal/OSHA through the Issuance of Order to Take Special Action.
- BBID will provide and ensure use of eye protection and respiratory protection when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

I. REPORTING, RECORDKEEPING, AND ACCESS

In accordance with applicable law BBID will:

- Report information about COVID-19 Cases at the workplace to the local health department and provide any related information requested by the local health department.
- Record and immediately report to Cal/OSHA any serious COVID-related illnesses or deaths of employees at a BBID worksite or facility or in connection with any employment.
- Maintain records of the steps taken to implement this CPP.
- Make this written CPP available to: (1) employees at the workplace and Cal/OSHA immediately upon request.
- Keep a record of and track all COVID-19 Cases with the following information: (1) the employee's name, (2) contact information, (3) occupation, (4) location where employee worked, (5) the date of the employee's last day at the workplace, and (6) the date of the employee's positive COVID-19 Test. BBID will make this information available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

J. EXCLUSION FROM THE WORKPLACE

1. COVID-19 Cases

BBID will ensure that COVID-19 Cases are excluded from the workplace until the individual satisfies the return to work criteria set forth below.

2. COVID-19 Exposure

Employees with a COVID-19 Exposure will be excluded from the workplace and required to quarantine for the period of time required under applicable CDPH or local health department requirements (generally 10-14 days), whichever is more restrictive, unless:

- The employees have not been ordered to be excluded or isolated by the local health department, and
- The employees are temporarily reassigned to work where they do not have contact with other persons until the return to work criteria is met.

3. Benefits for Excluded Employees

For all employees who are subject to an isolation or quarantine order because of a COVID-19 Case or a COVID-19 Exposure, BBID will maintain the employees' seniority

and all other employee rights and benefits, including the employees' right to their former job status, during the isolation or quarantine period. BBID will provide such employees with information on the COVID-19-related benefits to which the employees may be entitled under applicable federal, state or local law, at the time the employees are excluded from the workplace. This includes any benefits available under workers' compensation law (Labor Code §§3212.86 – 3212.88), any applicable local jurisdictional requirements, and BBID's Sick Leave Policy.

BBID is not required to maintain an employee's earnings, seniority, and all other employee rights and benefits where: (1) BBID can demonstrate that the COVID-19 Exposure was not work-related or (2) the employee is unable to work for reasons other than protecting persons at the workplace from possible COVID-19 transmission. Such employees may still use Sick Leave for the purpose of receiving compensation during the isolation or quarantine period if they elect to do so.

Employees who are able and available to work may telework during the isolation or quarantine period. Some employees may be able to quarantine/isolate while at work given the nature of their job duties/responsibilities. Employees that telework or quarantine/isolate while at work will receive their normal compensation for the work that they perform for BBID during the isolation or quarantine period.

Employees who are unable to telework and are unable to quarantine/isolate while at work, but are otherwise able and available to work, will be required to use Sick Leave in order to receive compensation during the isolation or quarantine period. BBID may provide employees who are unable to telework or quarantine/isolate while at work, but who do not have any Sick Leave available, paid administrative leave in order to maintain the employees' compensation during the isolation or quarantine period. BBID may consider benefit payments from public sources, including workers' compensation (Labor Code §§3212.86 – 3212.88) in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

The obligations set forth in this section do not limit any other applicable law or BBID policy that provides employees with greater protections or benefits.

K. RETURN TO WORK CRITERIA

1. Criteria for Symptomatic COVID-19 Cases

BBID requires that COVID-19 Cases with COVID-19 Symptoms remain at their home or place of residence and not report to any BBID worksite or facility until they satisfy each of the following conditions:

- At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications;
- COVID-19 Symptoms have improved; and

- At least 10 days have passed since COVID-19 Symptoms first appeared.

2. Criteria for Asymptomatic COVID-19 Cases

BBID requires that COVID-19 Cases who test positive, but never develop COVID-19 Symptoms, not report to any BBID worksite or facility until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 Test.

3. Criteria for Employees Subject to Isolation/Quarantine Order from State/Local Health Official

Generally, an order to isolate will be given to a person who has been diagnosed with COVID-19. Isolation separates sick people with a contagious disease from people who are not sick. An order to quarantine is given to those exposed to COVID-19. Quarantine separates and restricts the movement of people who were exposed to a contagious disease to see if they become sick.

If employees are subject to an isolation or quarantine order issued by a state or local health official, BBID requires that the employees not report to any BBID worksite or facility until the period of isolation or quarantine is completed or the order is lifted.

If the quarantine or isolation order did not specify a definite isolation or quarantine period, then the period shall be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

4. Criteria for Asymptomatic COVID-19 Exposure

In accordance with CDC and CDPH guidance, employees may discontinue quarantine after the tenth day from the date they were last exposed with or without testing so long as the employees do not present any COVID-19 Symptoms during the quarantine period. However, employees that quarantine for less than 14 days after COVID-19 Exposure must:

- Adhere strictly to all recommended non-pharmaceutical interventions, including wearing Face Coverings at all times and maintaining a distance of at least 6-feet from others, through Day 14.
- Self-monitor for COVID-19 Symptoms through Day 14 and if symptoms occur, immediately self-isolate and contact their local public health department or healthcare provider and seek testing.

5. COVID Testing Not Required to Return to Work

Employees are not required to submit to a COVID-19 Test or produce a negative COVID-19 Test result in order to return to work.

Exhibit A

COVID-19 Daily Self-Screening Questions

- Do you have a **fever** (temperature over 100.4° F) without having taken any fever-reducing medications?
- Do you have a **new loss of smell or taste**?
- Do you have a **cough**?
- Do you have **muscle aches**?
- Do you have a **sore throat**?
- Do you have **shortness of breath**?
- Do you have **chills**?
- Do you have a **headache**?
- Have you experienced any **gastrointestinal symptoms** such as nausea, vomiting, diarrhea, or loss of appetite?
- Have you, or anyone you have been in close contact with, been **diagnosed with COVID-19 or placed in quarantine** for possible exposure to COVID-19?
- Have you been **asked to self-isolate or quarantine** by a medical professional or a local public health official?

If you reply YES to any of the questions in the checklist, do not come in to work.

If you begin to feel ill while at work, you should immediately leave the workplace.

See the CDC "What to Do If You Are Sick" section at <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html> for more information on the steps you should take. You will be expected to leave work and self-isolate until all appropriate criteria for your return are met.

More information can be found at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>.

Exhibit B

IDENTIFICATION OF COVID-19 HAZARDS

Person conducting the evaluation: Kelley Geyer

Date: February 6, 2020

Name(s) of employee (s) that participated:

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 Hazards	Places and Times	Potential for COVID-19 Exposures and employees affected, including members of the public and employees of other BBIDs	Existing and/or additional COVID-19 prevention controls, including barriers and ventilation
All hard & work surfaces, bathrooms, doors, door jams, panic bars on doors and equipment and vehicles	Building I 10:30 am Building II 12:30 pm Building III 2:45 pm	Unwashed, un-sanitized hands on entrances and entering any of the buildings would affect all. Lack of face coverings.	Entrance by public only permitted by buzzer and then entry with face covering and sanitizing at reception required All staff required to wash hands upon entry and all employees have been supplied with face coverings, personal hand sanitizer, and all equipment and offices spaces have hand sanitizer, and disinfecting wipes. Outside air via open doorways.

Exhibit C

COVID-19 INSPECTIONS FORM

Date:

Name of person conducting the inspection:

Work location evaluated:

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Cleaning and disinfection of vehicles and shared equipment (frequently and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
PPE			
Not shared, available, and being worn			
Face Coverings (available and cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			

Exhibit D

INVESTIGATING COVID-19 CASES

All personal identifying information of COVID-19 Cases or Symptoms will be kept confidential. All COVID-19 testing or related medical services provided by BBID will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 Cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the NIOSH, or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported to any person within or outside the workplace without the employee's express written consent, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date:

Name of person conducting the investigation:

Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 Test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 Case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 Symptoms:		Information received regarding COVID-19 Test results and onset of symptoms (attach documentation):	
Results of the evaluation of the COVID-19 Case and all locations at the workplace that may have been visited by the COVID-19 Case during the High-Risk Exposure Period, and who may have been exposed (attach additional information):			
Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 Case) of the potential COVID-19 Exposure to:			

All employees who may have had COVID-19 Exposure and their authorized representatives.	Date:		
	Names of employees that were notified:		
Independent contractors and other BBIDs present at the workplace during the High-Risk Exposure Period.	Date:		
	Names of individuals that were notified:		
What were the workplace conditions that could have contributed to the risk of COVID-19 Exposure?		What could be done to reduce exposure to COVID-19?	
Was local health department notified?		Date:	

*Should BBID be made aware of a non-employee infection source COVID-19 Case?

Exhibit E

COVID-19 TRAINING ROSTER

Date:

Person that conducted the training:

Employee Name	Signature

Exhibit F

BBID COVID-19 Operational Protocols

Effective: February 7, 2020

- **Signs** – Have been posted at each entry to the District to remind each employee and visitor(s) regarding the importance of face coverings, increased hygiene practices, and social distance protocols.
- **PPE** – Employees have been provided hand sanitizer, tissue, and masks (cloth, disposable, and N95, and Gators) for their own personal use. In addition, each vehicle and piece of heavy equipment contains hand sanitizer and tissue and sanitizing wipes. Employees are also required to use gloves when operating/driving equipment.
- **Face Coverings** – Masks must be worn indoors and outdoors when social distancing is not possible. Masks are to be worn so that they cover the nose and mouth. All staff have several types of masks, from cloth, N95, disposable and gators.
- **Social Distancing** – Employees are required to practice social distancing whenever possible. In instances where specific tasks do not allow for social distancing, masks must be worn covering the nose and mouth.
- **Enhanced Cleaning Protocols** – Frequently touched surfaces are wiped down with sanitizing wipes or sanitizer spray and the cloth towels are laundered. When equipment or vehicles are used, they are thoroughly cleaned and wiped down at the end of the day. Sanitizing wipes are in every office along with tissue and hand sanitizer.
- **Enhanced Personal Hygiene Protocols** – Employees are required to thoroughly wash their hands and face upon each entry into the District facility. Soap, towels, eye wipes/drops are provided.
- **Group Work Limited** – Employees have been limited to working in groups of two in order to minimize interaction with others and assist with any contact tracing that may be necessary.
- **Amended Schedules** – Administrative staff work schedules have been amended to work both from home and the District office in a staggered schedule. In any case their work stations are 6-feet distance apart.
- **Temperature/Symptom Check** – Employees are required to self-screen and temperature checks are performed when they arrive at work. Employees have been instructed to stay at home if they have any symptoms.

**BYRON-BETHANY IRRIGATION DISTRICT
STAFF REPORT**

DATE: 23 JANUARY, 2021
TO: BOARD OF DIRECTORS
FROM: RICK GILMORE, GENERAL MANAGER
SUBJECT: RESOLUTION 2021-6: APPROVING BASE RESOURCE CONTRACT
WITH THE WESTERN AREA POWER ADMINISTRATION

BACKGROUND:

Beginning in 2015, the Western Area Power Administration (WAPA) began laying out the framework of the 2025 Power Marketing Program. (WAPA markets surplus power generation and operates a high-voltage transmission system as part of the Central Valley Project (CVP). WAPA and the Bureau of Reclamation have agreed to work together to serve Project Use and Preference Customer loads.)

In 2017, WAPA's final 2025 Power Marketing Plan was published in the Federal Register. The Marketing Plan provides that WAPA will provide 98% of available CVP power to existing customers.

In September of 2020, both BBID and WSID received 2025 Base Resource Contracts to be executed by March 16, 2021.

In December of 2020, WAPA approved the assignment of WSID's Base Resource Contract to BBID.

BBID recently received a revised 2025 Base Resource (BR) Contract with the combined BR percentages resulting from the assignment.

RECOMMENDATION:

The General Manager respectfully requests the Board of Directors adopt Resolution 2021-6 approving and authorizing the execution of the attached Base Resource Contract.

**RESOLUTION 2021-6
AUTHORIZING EXECUTION OF BASE RESEOURCE CONTRACT
FOR ELECTRIC SERVICE WITH
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION**

BE IT RESOLVED, the Board of Directors of Byron-Bethany Irrigation District hereby authorizes the General Manager to execute Contract 20-SNR-02331 with the Western Area Power Administration, which is attached hereto.

PASSED AND ADOPTED at a Special Meeting of the Board of Directors of Byron-Bethany Irrigation District on 26 January 2021 by the following vote:

AYES: ALVAREZ, ENOS, KAGEHIRO, M. MAGGIORE, T. MAGGIORE, PEREIRA, TUSO
NOES:
ABSENT:
ABSTAIN:

/s/ Russell Kagehiro
Mr. Russell Kagehiro, President

Secretary's Certification

I, Kelley Geyer, Deputy Secretary of the Board of Directors of Byron-Bethany Irrigation District, do hereby certify that the foregoing Resolution is a true and correct copy entered into the Minutes of the Special Meeting of 26 January, 2021, at which time a quorum was present, and no motion to amend or rescind the above resolution was made.

Kelley Geyer, Deputy Secretary

Contract 20-SNR-02331

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

CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

BYRON-BETHANY IRRIGATION DISTRICT

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

CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

BYRON-BETHANY IRRIGATION 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 BYRON-BETHANY IRRIGATION DISTRICT

12 1. **PREAMBLE:** This Contract is made this _____ day of _____,
13 202____, 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 BYRON-BETHANY
20 IRRIGATION DISTRICT, an irrigation district, organized and existing under the laws of
21 the State of California, hereinafter called the Contractor or Byron-Bethany, its
22 successors and assigns; each sometimes hereinafter individually called the Party, and
23 both sometimes hereinafter collectively called the Parties.

24 2. **EXPLANATORY RECITALS:**

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

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 Byron-Bethany desires to purchase and WAPA is willing to provide a
17 percentage of the Base Resource consistent with the Marketing Plan and the
18 terms and conditions of this Contract.
19

20 2.6 Under the Marketing Plan, WAPA requires that its Customers schedule
21 power in accordance with applicable operating requirements, including those of
22 the balancing authority area operator and WAPA's sub-balancing authority area
23 requirements.
24

25 2.7 WAPA markets power to Federal Preference Customers at the lowest
26 possible rates consistent with sound business principles pursuant to Section 1.1
27 of Delegation Order 00-037.00B.
28

///

1 **3. AGREEMENT:**

2 The Parties agree to the terms and conditions set forth herein.
3

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

5 4.1 This Contract shall become effective on the date of execution and shall
6 remain in effect until midnight of December 31, 2054, subject to prior termination
7 as otherwise provided for herein.
8

9 4.2 Byron-Bethany may reduce its Base Resource percentage or terminate
10 this Contract for any reason through June 30, 2024.
11

12 4.3 The date of initial service under this Contract is January 1, 2025.
13

14 **5. DEFINITION OF TERMS:**

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

17 5.1 "Ancillary Services" means those services that are necessary to support
18 the transmission of capacity and energy from resources to loads while
19 maintaining reliable operation of the transmission system in accordance with
20 Good Utility Practice.
21

22 5.2 "BANC" means the Balancing Authority of Northern California or its
23 successor.
24

25 5.3 "Base Resource" means CVP and Washoe Project power (capacity and
26 energy) output determined by WAPA to be available for Customers, including the
27 Environmental Attributes, only after meeting the requirements of Project Use and
28

///
28

1 First Preference Customers, and any adjustments for maintenance, reserves,
2 system losses, and certain ancillary services.

3
4 5.4 "Base Resource Operating Capability" means that portion of the Maximum
5 Operating Capability that WAPA determines to be available to Customers in any
6 hour.

7
8 5.5 "CAISO" means the California Independent System Operator or its
9 successor.

10
11 5.6 "Capacity" means the electrical capability of a generator, transformer,
12 transmission circuit or other equipment.

13
14 5.7 "Central Valley Project (CVP)" means the multipurpose Federal water
15 development project extending from the Cascade Range in northern California to
16 the plains along the Kern River, south of the City of Bakersfield.

17
18 5.8 "Custom Product" means a combination of products and services which
19 may be made available by WAPA per Customer request.

20
21 5.9 "Customer" means an entity with a contract and receiving electric service
22 from WAPA's Sierra Nevada Region.

23
24 5.10 "Energy" means capacity measured in terms of the work it is capable of
25 doing over a period of time; electric energy is usually measured in kilowatthours
26 or megawatthours.

27 ///

28 ///

1 5.11 "Environmental Attributes" means any and all credits, benefits, emissions
2 reductions, offsets, and allowances, howsoever entitled, attributable to the Base
3 Resource, and its avoided emission of pollutants.

4
5 5.12 "FERC" means the Federal Energy Regulatory Commission or its
6 successor.

7
8 5.13 "First Preference Customer" means a Preference Customer within a
9 county of origin (Trinity, Calaveras, and Tuolumne) as specified under the Trinity
10 River Division Act (69 Stat. 719) and the New Melones Project provisions of the
11 Flood Control Act of 1962 (76 Stat. 1173, 1191-1192).

12
13 5.14 "Full Load Service Customer" means a Customer that will have its entire
14 load at its delivery point(s) met by WAPA, and its Portfolio Manager functions for
15 those delivery point(s) performed by WAPA.

16
17 5.15 "Marketing Plan" means WAPA's final 2025 Power Marketing Plan for the
18 Sierra Nevada Region.

19
20 5.16 "Maximum Operating Capability" means the maximum electrical capability
21 from CVP generation available to produce energy, capacity and/or provide
22 ancillary services in any one or more hours.

23
24 5.17 "Minimum Base Resource" means the amount of Base Resource energy
25 generated each hour as a result of CVP minimum water releases.

26
27 5.18 "NERC" means the North American Electric Reliability Corporation or its
28 successor.

1 5.19 "Operating Reserves" means the combination of spinning and non-
2 spinning reserves required to meet WECC, NERC, and operating requirements,
3 including those of the balancing authority area or WAPA's sub-balancing
4 authority area.

5
6 5.20 "Portfolio Manager" means an entity responsible for determining balanced
7 hourly load and resource schedules for a Customer.

8
9 5.21 "Power" means capacity and energy.

10
11 5.22 "Preference" means the requirements of Reclamation Law that provide for
12 preference in the sale of Federal power be given to certain entities, such as
13 governments (state, Federal and Native American), municipalities and other
14 public corporations or agencies, and cooperatives and other nonprofit
15 organizations financed in whole or in part by loans made pursuant to the Rural
16 Electrification Act of 1936 (See, e.g., Reclamation Project Act of 1939,
17 Section 9(c), 43 USC 485h(c)).

18
19 5.23 "Primary Marketing Area" means the area generally encompassing
20 northern and central California, extending from the Cascade Range to the
21 Tehachapi Mountains and west-central Nevada.

22
23 5.24 "Project Use" means power as defined by Reclamation Law and/or used to
24 operate CVP and Washoe Project facilities.

25
26 5.25 "Rate" means the monetary charge or the formula for computing such a
27 charge for any electric service provided by WAPA, including but not limited to
28 charges for capacity (or demand), energy, or transmission service; however, it

1 does not include leasing fees, service facility charges, or other types of facility
2 use charges. A Rate will be set forth in a Rate Schedule or in a contract.

3
4 5.26 "Rate Adjustment" means a change in an existing Rate or Rates, or the
5 establishment of a Rate or Rates for a new service. It does not include a change
6 in Rate Schedule provisions or in contract terms, other than changes in the price
7 per unit of service, nor does it include changes in the monetary charge pursuant
8 to a formula stated in a Rate Schedule or a contract.

9
10 5.27 "Rate Adjustment Procedures" means those procedures for Rate
11 Adjustments developed by WAPA, Department of Energy (DOE) or FERC which
12 include DOE Order 00-037.00B, DOE Order RA 6120-2, 10 CFR 903, and
13 18 CFR 300, as may be amended.

14
15 5.28 "Rate Effective Date" means the first date of the billing period to which a
16 Rate Schedule or Rate Schedule extension applies. WAPA will provide notice to
17 the Customers of the Rate Effective Date.

18
19 5.29 "Rate Schedule" means a document identified such as a "Rate Schedule,"
20 "Schedule of Rates," or "Schedule Rate" which designates the Rate or Rates
21 applicable to a class of service specified therein and may contain other terms
22 and conditions relating to the service. On the effective date of this Contract,
23 18 CFR 300.1(b)(6) provides FERC may not approve a WAPA Rate Schedule for
24 a period that exceeds five (5) years. The Rate Schedule shall include the Rate
25 Effective Date and the effective period of the Rate Schedule.

26 ///

27 ///

28 ///

1 5.30 "Regional Transmission Organization (RTO)" means an organization that
2 meets the minimum characteristics and performs the minimum functions
3 specified in FERC Order 2000, as that order may be amended or superseded.
4

5 5.31 "Regulation" means the service provided by generating units equipped
6 and operating with automatic generation control which will enable such units to
7 respond to direct control signals in an upward or downward direction to match, on
8 a real time basis, demand and resources, consistent with WECC, NERC, and the
9 balancing authority area operator's criteria.
10

11 5.32 "Scheduling Coordinator" means an entity that is responsible for providing
12 hourly load and resource schedules to the balancing authority area operator or
13 WAPA's sub-balancing authority area, in accordance with a FERC-approved tariff
14 or WAPA's procedures and practices.
15

16 5.33 "Variable Resource Customer" means a Customer that is responsible for
17 managing its own energy portfolio.
18

19 5.34 "Washoe Project" means the Federal water project located in the
20 Lahontan Basin in west-central Nevada and east-central California.
21

22 5.35 "WECC" means the Western Electricity Coordinating Council or its
23 successor.
24

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

26 6.1 At the beginning of each water year, WAPA will post to WAPA's external
27 website a five-year forecast of Base Resource Operating Capability estimated to
28

///

1 be available, based on high, average, and low hydrological conditions. The
2 forecast will contain the following information:

3 6.1.1 Maximum Operating Capability of the CVP for each month;

4 6.1.2 Energy required for estimated Project Use loads, First Preference
5 Customers' loads, and ancillary service requirements.

6
7 6.2 Each month, WAPA will post to WAPA's external website a monthly Base
8 Resource forecast of Base Resource Operating Capability and energy estimated
9 to be available for each month on a rolling twelve-month basis, based on high,
10 average, and low hydrological conditions. The monthly forecast will contain the
11 following information:

12 6.2.1 Maximum Operating Capability of the CVP for each month;

13 6.2.2 Energy required for estimated Project Use loads, First Preference
14 Customers' loads, and ancillary service requirements.

15
16 6.3 WAPA shall make reasonable efforts, within its control, to ensure the
17 forecasted Base Resource will be available.

18
19 **7. ELECTRIC SERVICE FURNISHED BY WAPA:**

20 7.1 Byron-Bethany will be entitled to receive a percentage of the Base
21 Resource as set forth in Exhibit A.

22
23 7.2 The estimated amount of energy available to Byron-Bethany shall be
24 determined by multiplying its Base Resource percentage by the total amount of
25 Base Resource energy available during that period.

26
27 7.3 The minimum amount of energy Byron-Bethany will be required to
28 schedule for each hour shall be determined by multiplying its Base Resource

1 percentage by the Minimum Base Resource, unless otherwise agreed to by
2 WAPA. However, if Byron-Bethany does not have sufficient load to take its
3 percentage of the Minimum Base Resource, any excess energy shall be made
4 available to WAPA for the Exchange Program as described later in this Contract
5 under Section 10 and Exhibit B.

6
7 7.4 The maximum amount of energy Byron-Bethany may schedule in any hour
8 shall be determined by multiplying its Base Resource percentage by the Base
9 Resource Operating Capability. However, Byron-Bethany may schedule energy
10 in excess of this maximum, if approved by WAPA, to accommodate purchases or
11 exchanges from the Exchange Program.

12
13 7.5 Byron-Bethany will be entitled to the benefit of available regulation and
14 operating reserves from the CVP in proportion to its Base Resource percentage.
15 The method for calculating regulation and operating reserves is set forth in
16 Exhibit C.

17
18 7.6 WAPA's obligation to provide Byron-Bethany's Base Resource is limited to
19 the actual CVP generation available on a real-time basis. WAPA shall have no
20 obligation to replace any Base Resource that is unavailable; for instance, Base
21 Resource that is unavailable due to scheduled maintenance, system
22 emergencies, forced outages, or other constraints. Any costs incurred by either
23 Party as a result of deviations between actual and scheduled Base Resource
24 energy shall be the responsibility of Byron-Bethany. WAPA will notify Byron-
25 Bethany as soon as reasonably practicable of any situation that will impact the
26 availability of the Base Resource, and will modify schedules accordingly, on a
27 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 Byron-Bethany's Base Resource available at the
7 generator bus or such other delivery point(s) on the CVP transmission system as
8 the Parties will mutually agree, as specified in Exhibit A. WAPA reserves
9 Network Integration Transmission Service for the delivery of Base Resource on
10 the CVP transmission system under its Open Access Transmission Tariff
11 (OATT). The rates and terms of this service shall be in accordance with WAPA's
12 then-current rate schedule and OATT.
13

14 8.2 If requested by WAPA, Byron-Bethany must provide written notification to
15 WAPA 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 Byron-Bethany if delivery
19 arrangements are not in effect. However, Byron-Bethany shall not be relieved of
20 its obligation to pay its percentage share of the Base Resource during the time in
21 which delivery arrangements are not in effect.
22

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

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

1 protocols may require modification from time-to-time to reflect updated operating
2 procedures that may become applicable to the Parties. In such event, WAPA will
3 make such changes in accordance with Section 17 of this Contract.
4

5 9.2 Designation of Scheduling Coordinator (SC): If Byron-Bethany is required
6 to have a Scheduling Coordinator; Byron-Bethany shall notify WAPA of its
7 designated Scheduling Coordinator not less than ninety (90) days prior to the
8 date of initial service under this Contract. In the event that Byron-Bethany's
9 Scheduling Coordinator arrangement changes, Byron-Bethany shall notify WAPA
10 in writing, not less than thirty (30) days prior to the change, unless a shorter
11 notification period is agreed to by WAPA.
12

13 9.3 If WAPA is Byron-Bethany's Portfolio Manager, as set forth in a
14 separate Custom Product Contract, all scheduling activities and
15 responsibilities will be performed by WAPA on behalf of Byron-Bethany. At
16 such time as WAPA is no longer Byron-Bethany's Portfolio Manager, then Byron-
17 Bethany will be responsible for performance of its duties under this Section 9.
18

19 9.4 WAPA will provide Customers with the opportunity to comment on
20 WAPA's maintenance and operations plans. WAPA will facilitate Customer
21 meetings with the Bureau of Reclamation regarding cost and operation planning.
22

23 9.5 In the event that Byron-Bethany does not abide by the protocols, business
24 practices and procedures and WAPA incurs costs as a result, Byron-Bethany is
25 responsible for and shall pay such costs.
26

27 ///

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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 Byron-Bethany's load will be retained by WAPA and offered by WAPA for sale to
13 other Customers. Byron-Bethany may purchase energy from the Exchange
14 Program. While WAPA's retention of excess Base Resource is mandatory,
15 purchasing from the 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, Byron-Bethany may elect to make available to WAPA that
23 portion of its Base Resource percentage that it is unable to use due to insufficient
24 load. Byron-Bethany, through WAPA, will be able to exchange its unusable Base
25 Resource percentage with other Customers. Any Customer may submit a
26 request to WAPA to exchange or purchase energy through the seasonal
27 Exchange Program. Details of a seasonal exchange will be developed with the
28 Customer upon request by that Customer.

1 10.5 Exchanges of the Base Resource between Byron-Bethany and others
2 outside of the WAPA-managed Exchange Programs, or other WAPA-managed
3 programs, 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 Byron-Bethany's load; or 2) Byron-Bethany does not
27 abide by the protocols business practices, or procedures of the balancing
28 authority area, an RTO, or other balancing authority area operator that are

1 applicable to WAPA and WAPA incurs costs as a result, Byron-Bethany agrees
2 to pay all such costs attributable to Byron-Bethany.

3
4 12. **WAPA RATES:**

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

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

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

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

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

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

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

21
22 13.2 Should the EPAMP requirements be eliminated, Byron-Bethany shall have
23 no responsibilities under Section 13.1.

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

26 14.1 Prior to the date of initial service, WAPA may adjust Byron-Bethany's
27 Base Resource percentage, as set forth in Exhibit A herein, if WAPA determines

28 ///

1 that Byron-Bethany's Base Resource percentage is greater than its actual usage,
2 as specified in the Marketing Plan.

3
4 14.2 After the date of initial service, WAPA may adjust Byron-Bethany's Base
5 Resource percentage under any of the following conditions:

6 14.2.1 Byron-Bethany sells energy associated with its Base Resource
7 percentage to another entity for resale by that entity;

8 14.2.2 Byron-Bethany uses the energy associated with its Base
9 Resource percentage to serve loads outside of the Sierra Nevada
10 Region's Primary Marketing Area;

11 14.2.3 Byron-Bethany's annual energy associated with its Base
12 Resource percentage, is ten percent or more than its actual annual energy
13 usage.

14
15 14.3 If WAPA determines that Byron-Bethany has met any of the conditions in
16 Section 14.2 above, WAPA will take the following steps:

17 14.3.1 Notify Byron-Bethany of the nature of the concern;

18 14.3.2 Analyze Byron-Bethany's usage of the energy associated with its
19 Base Resource percentage and determine if an adjustment is necessary
20 on a case-by-case basis, with due consideration of any circumstance that
21 may have temporarily altered Byron-Bethany's energy usage;

22 14.3.3 If an adjustment is determined to be necessary, provide a 90-day
23 written notice of such adjustment; and

24 14.3.4 Reduce or rescind Byron-Bethany's Base Resource percentage
25 permanently on the effective date specified in the notice.

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1 **15. METERING AND POWER MEASUREMENT RESPONSIBILITIES:**

2 Byron-Bethany shall be responsible for electric power metering equipment requirements
3 and power measurement data associated with the use of WAPA power under this
4 Contract as follows:

5 15.1 Unless previously installed and furnished by WAPA, Byron-Bethany shall
6 furnish, install, operate, maintain, and replace, meters and associated metering
7 equipment required for deliveries of WAPA power scheduled to each delivery
8 point on the WAPA grid, the CAISO-controlled grid, a utility distribution company
9 grid, or other electrical system, as may be applicable. Such meters shall comply
10 with the all applicable meter requirements. For instance, meters on:

11 15.1.1 WAPA's system must meet WAPA's meter requirements;

12 15.1.2 CAISO's system must meet CAISO's meter requirements; and/or

13 15.1.3 Pacific Gas and Electric Company's (PG&E) system must meet
14 PG&E's meter requirements.

15
16 15.2 Byron-Bethany shall measure power deliveries and provide certified
17 settlement-quality metering data to WAPA as requested. It is generally
18 contemplated that WAPA will require this data on a monthly basis.

19
20 15.3 If WAPA previously installed and furnished a meter to Byron-Bethany,
21 WAPA shall be allowed unrestricted, unescorted access to its revenue meter
22 equipment. Byron-Bethany shall provide a minimum of three (3) keys or the
23 combination to Byron-Bethany's existing locks. Alternatively, WAPA may provide
24 a WAPA-owned padlock(s). Access shall include all gates and/or doors required
25 to access the metering equipment.

26
27 15.4 Upon request by Byron-Bethany, to evidence receipt of the Environmental
28 Attributes, WAPA shall timely provide meter data or other mutually agreed upon

1 data to Byron-Bethany measuring the amount of CVP energy that is generated
2 and delivered to Byron-Bethany. Upon mutual agreement of Customers, WAPA
3 and Reclamation, such meters shall be modified or replaced to meet appropriate
4 standards or requirements to convey CVP Environmental Attributes to
5 Customers.

6
7 **16. CHANGES IN ORGANIZATIONAL STATUS:**

8 16.1 If Byron-Bethany changes its organizational status or otherwise changes
9 its obligation to supply electric power to Preference loads, WAPA reserves the
10 right to adjust WAPA's power sales obligations under this Contract or to
11 terminate this Contract, as WAPA deems appropriate. Changes in organizational
12 status include but are not limited to:

13 16.1.1 Merging with another entity;

14 16.1.2 Acquiring or being acquired by another entity;

15 16.1.3 Creating a new entity from an existing one;

16 16.1.4 Joining or withdrawing from a member-based power supply
17 organization; or

18 16.1.5 Adding or losing members from its membership organization.

19
20 16.2 For the purposes of this Section 16, a member is any Preference entity
21 that is included in a membership, which has the responsibility of supplying power
22 to the end-use consumer or Customer. Memberships include but are not limited
23 to:

24 16.2.1 Municipality;

25 16.2.2 Cooperative;

26 16.2.3 Joint powers authority; or

27 16.2.4 Governmental agency.

28 ///

1 16.3 For purposes of this Section 16, participation in a State promulgated direct
2 access program shall not be deemed to be a change in a Customer's
3 organizational status or its obligation to supply electric power to Preference
4 loads.

5
6 16.4 Prior to making an organizational change, Byron-Bethany may request an
7 opinion from WAPA as to whether Byron-Bethany's proposed organizational
8 change will result in an adjustment of Byron-Bethany's Base Resource
9 percentage or termination under this Section 16. Byron-Bethany shall provide
10 WAPA with all relevant documents and information regarding the proposed
11 organizational change. Based on the documents and information furnished,
12 WAPA will provide Byron-Bethany with an opinion.

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

21 16.5.1 Merging with another entity;

22 16.5.2 Acquiring or being acquired by another entity;

23 16.5.3 Joining an entity; and

24 16.5.4 Creating a new entity.

25
26 17. **PROTOCOLS, BUSINESS PRACTICES AND PROCEDURES:**

27 WAPA reserves the right to make changes to protocols, business practices and
28 procedures, as needed. Prior to making any changes, WAPA will provide notice to

1 Byron-Bethany and provide Byron-Bethany with an opportunity to comment on such
2 changes. WAPA will consider any comments made by Byron-Bethany before making
3 any changes, and shall provide a written response to the comments. After a final
4 decision is made by WAPA, if Byron-Bethany is not satisfied with the decision, Byron-
5 Bethany shall have thirty (30) days from the date of WAPA's final decision to appeal the
6 change to WAPA's Administrator. WAPA will not implement a change that has been
7 appealed until a final decision by the Administrator. Notwithstanding the provisions
8 within this Section 17, Byron-Bethany shall retain its right to pursue other legal remedies
9 available to it.

10
11 **18. ENFORCEABILITY:**

12 It is not the intent of the Parties that this Contract confer any rights on third parties to
13 enforce the provisions of this Contract except as required by law or express provision in
14 this Contract. Except as provided in this Section, this Contract may be enforced, or
15 caused to be enforced, only by WAPA or Byron-Bethany, or their successors or assigns.

16
17 **19. GENERAL POWER CONTRACT PROVISIONS:**

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

25
26 **20. EXHIBITS MADE PART OF CONTRACT:**

27 Exhibit A (Base Resource Percentage and Point(s) of Delivery), Exhibit B (Exchange
28 Program), Exhibit C (Regulation and Reserves), and Exhibit D (Rate Schedule) existing

1 under this Contract may vary during the term hereof. Each of said exhibits shall
2 become a part of this Contract during the term fixed by its provisions. Exhibits A, B, C,
3 and D are attached hereto, and each shall be in force and effect in accordance with its
4 terms until respectively superseded by a subsequent exhibit.

5
6 **21. EXECUTION BY COUNTERPARTS:**

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

14
15 **22. ELECTRONIC SIGNATURES:**

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

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

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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

BYRON-BETHANY IRRIGATION DISTRICT

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

BYRON-BETHANY IRRIGATION 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-02331 (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, Byron-Bethany's extended Base Resource percentage is 0.28952
3. Byron-Bethany's Base Resource percentage may be adjusted by WAPA as specified in the Contract.
4. Byron-Bethany'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.
5. The point(s) of delivery on the CVP transmission system for Byron-Bethany's Base Resource shall be either WAPA's Tracy 230-kV or Tracy 500-kV or Cottonwood 230-kV Substations, or as requested by Byron-Bethany and approved by WAPA.
6. 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.
7. 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-02331, (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. Byron-Bethany 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, Byron-Bethany 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 Byron-Bethany opting out of making purchases from the Exchange Program within 30 days of Byron-Bethany's receipt of a revised Exhibit B, Byron-Bethany 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-02331 (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-02331 (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.

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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*Legal Citation Revised September 1, 2007

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. **APPLICABILITY.**

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

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 Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

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 Provision 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 where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected 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 a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected 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 as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

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

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

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 applicable 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 planned or proposed 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 load 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 Provision 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 normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western 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. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 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 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for 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. 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 Provision 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.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

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 one (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 Provision 14 (Nonpayment of Bills in Full When Due). For purposes of billing adjustments under this Provision, 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, of each reduction, of: the number of hours 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 one (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 terms of this Provision; 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 Provision 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, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and 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 work site. 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 the 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 to 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 Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall 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 requirement of this Provision, or Provision 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, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated 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 regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated 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 Provision 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 Provision 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 Contractors', 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, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

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, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing

and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Equal Opportunity Employment Practices.

Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

**BYRON-BETHANY IRRIGATION DISTRICT
STAFF REPORT**

DATE: 24 JANUARY, 2021
TO: BOARD OF DIRECTORS
FROM: RICK GILMORE, GENERAL MANAGER
SUBJECT: RESOLUTION 2021-7: ESTABLISHING WHOLESALE WATER RATE THROUGH JUNE 30, 2021 FOR RAW WATER SERVICE AREA 2 (RWSA-2 TRACY HILLS)

BACKGROUND:

In December 1999, 2,006 acres of the 6,000 acre Tracy Hills Property was annexed to BBID, which is referred to as Raw Water Service Area 2 (RWAS2).

In 2012, BBID entered into a Long-Term Contract with the Bureau of Reclamation Providing for the Exchange of Non-Project Water for CVP Water. (CVP Water would ultimately be delivered to the City of Tracy for RWSA 2).

On August 6, 2013, BBID and the City of Tracy (City) entered into a Wholesale Water Agreement.

Section 6 of the Wholesale Agreement with the City governs water scheduling as follows:

- On or before December 1 of each Calendar Year, the City shall submit a written preliminary delivery schedule, by month, timing and rate of delivery for the following Calendar Year.
- Upon receipt of the preliminary Delivery Schedule, BBID shall review and seek Reclamation approval, BBID will consult with the City if Reclamation requires changes to the Delivery Schedule.
- Final Delivery Schedule in place no later than March 1 of each Calendar Year.
- Any revisions to the Final Schedule by the City shall be submitted to BBID and approved by Reclamation.

Section 7 of the Wholesale Agreement governs Payment for the Exchange Water:

- On January 1st of each Calendar Year, BBID will provide the City with the estimated cost for the Exchange Water. The Exchange Water will be based on a Rate Study conducted by BBID. ("The Exchange Water Charge will include, but is not limited to, management services, pumping costs (electric, labor, minor maintenance), conveyance, conveyance losses and storage costs. The management services cost portion of the Exchange Water Charge will be equal to the total BBID

Administrative Budget divided by the quantity of water (i) delivered by BBID to all customers during the previous Year, and (ii) transferred by BBID to third parties during the previous Year. For purposes of this Agreement, "BBID Administrative Budget" means that portion of the BBID annual budget attributable to general administrative costs such as, but not limited to, salaries, wages, benefits, legal and accounting services and office expenses, but shall not include any operation or maintenance expenses.") *Section 7.2 of the Wholesale Agreement.*

Payment of major maintenance and replacement costs of RWSA 2's raw water infrastructure is handled separately under the Wholesale Agreement and not part of the Exchange Water Rate.

In February 2020, the City indicated via email they may request 50 acre-feet for 2020. BBID authorized Hazen-Sawyer to conduct a Cost of Service Based Water Rate Study (Memorandum), which was submitted to the City on April, 2020.

Recently, BBID received a verbal request for approximately 450 acre-feet through June 30, 2021, which is the end of the City's Fiscal Year.

The attached 2020 Memorandum provides a range of proposed exchange water rates; a subsidized rate of \$146.24 and un-subsidized water rate of \$372.56 per acre-foot. In addition to the exchanged water rate, the City is financially responsible for the charges assessed by the Water Authority and Reclamation, included a 5% conveyance loss.

Based on the initial growth of Tracy Hills, the General Manager is proposing an initial rate of \$150 per acre-foot through June 30, 2021.

RECOMMENDATION:

The General Manager respectfully requests the Board of Directors adopt Resolution 2021-7 establishing the initial RWSA-2 exchange water rate at \$150.00 per acre-foot, with charges of Reclamation and the Water Authority passed on directly to the City pursuant to the Wholesale Agreement.

**RESOLUTION 2021-7
ADOPTION OF WHOLESALE WATER RATE WITH
THE CITY OF TRACY
FOR RAW WATER SERVICE 2 (RWSA2-TRACY HILLS)**

WHEREAS, Section 7 of the Wholesale Water Agreement with the City of Tracy governs payment for the Exchange Water.

WHEREAS, Hazen-Sawyer conducted a Cost of Service Based Water Rate Memorandum.

WHEREAS, the Memorandum provided a range of proposed Exchange Water from \$372.56 to \$146.24 per acre-foot.

NOW THEREFORE, BE IT RESOLVED, the Board of Directors hereby sets the Exchange Water Rate at \$150.00 per acre foot through June 30, 2021.

PASSED AND ADOPTED at a Special Meeting of the Board of Directors of Byron-Bethany Irrigation District on 26 January 2021 by the following vote:

AYES: ALVAREZ, ENOS, KAGEHIRO, M. MAGGIORE, T. MAGGIORE, PEREIRA, TUSO

NOES:

ABSENT:

ABSTAIN:

/s/ Russell Kagehiro

Mr. Russell Kagehiro, President

Secretary's Certification

I, Kelley Geyer, Deputy Secretary of the Board of Directors of Byron-Bethany Irrigation District, do hereby certify that the foregoing Resolution is a true and correct copy entered into the Minutes of the Special Meeting of 26 January, 2021, at which time a quorum was present, and no motion to amend or rescind the above resolution was made.

Kelley Geyer, Deputy Secretary

Hazen *Memorandum*

March 17, 2020

To: Rick Gilmore, Byron-Bethany Irrigation District
From: Jerimy Borchardt, Associate, Hazen
Alan Karnovitz, Senior Associate, Hazen
Julie Amenta, Assistant Engineer, Hazen

Proposed Estimate of Cost of Service Based Water Rates for Tracy Hills – Year 2020

I. Introduction

This memorandum presents the method and assumptions used to estimate the Cost of Service (CoS) and associated user fees for delivering raw water to the City of Tracy (City or Tracy) for the Tracy Hills Development from the Byron-Bethany Irrigation District (BBID or District). As stipulated in the Wholesale Water Agreement between BBID and the City of Tracy, entered on August 6, 2013, BBID “shall deliver to the City, on a wholesale basis” (i.e. at cost of service), untreated Non-Central Valley Project Water (referred to as “Exchange Water”) up to the amount of 4,500 acre-feet per year.¹ The agreement also specifies that the City shall be charged an additional 5 percent “conveyance loss” fee in addition to the base wholesale cost and that BBID shall provide the City with the estimated cost to supply and deliver the Exchange Water on January 1st of each year.

The CoS reflects the annual expenditures borne by BBID to wheel Exchange Water to the City of Tracy from the California Aqueduct (CA) intake channel. The Exchange Water is conveyed through BBID’s canal system and conveyance pipelines to the discharge point into the Delta Mendota Canal (DMC) and to a downstream turnout from which the City of Tracy will divert the volume of water (up to 4,500 acre-feet) to meet their system demands. During the course of conveyance, the Exchange Water must be lifted from sea level at the CA intake channel to an approximate elevation of 190 feet above Mean Sea Level (MSL) at the discharge into the DMC using a series of three pump stations, pipelines, and several thousand feet of canal.

For purposes of the CoS, only non-capital costs are included in the proposed Exchange Water rate calculations. This is because the additional infrastructure required to pump and convey the water to the City, via the DMC, was paid for by a third party and no costs were incurred by BBID or the other service areas; hence the costs borne by BBID to provide Exchange Water to the City encompasses the array of operation, maintenance and general and administrative costs only.

In estimating an appropriate Exchange Water rate, it must be noted that approximately two-thirds of BBID’s revenues are obtained from property taxes collected from the other customer service areas and that only a third of the total annual revenue used to cover expenditures is derived from rate-generated revenue. Accordingly, the current rates do not accurately reflect user costs because such a large proportion of BBID’s expenditures are covered by an ad valorem tax paid for by non-users as well as

¹ Wholesale Water Agreement Between Byron Bethany Irrigation District and the City of Tracy. August 6, 2013

users. The City of Tracy does not contribute property taxes to the BBID budget and therefore would be receiving an indirect subsidy from the other service areas without an adjustment. Therefore, the CoS estimates an Exchange Water rate fee with and without the implicit property tax subsidy. These calculations are presented in Section IV of this memorandum.

To facilitate further understanding of Hazen's calculations, the supporting Excel Worksheets are provided as an attachment to supplement this memorandum.

II. Cost Allocation Method

Hazen used the non-capital costs presented in BBID's 2020 annual budget to determine the CoS. These non-capital costs are provided in the attached Excel Worksheet for 2020 through 2025 (with escalation) and include:

- **Operations and Maintenance: Source of Supply** - the cost borne by BBID to access the water and includes an annual membership with the San Luis & Delta-Mendota Water Authority, a user fee to the State Water Resources Control Board, and some equipment maintenance fees.
- **Operations and Maintenance: Labor Salary and Benefits** – labor and benefit costs for Operations and Maintenance staff.
- **Operations and Maintenance: Non-Labor** – materials equipment and various sundry items and services that are used to operate and maintain the BBID system.
- **General and Administrative: Salary and Benefits** – labor and benefit costs for administrative and management staff.
- **General and Administrative: Other** – supplies and purchased services required to support the administration activities of BBID.
- **Operations and Maintenance: Pumping** – general maintenance services and supplies including a line item for supplemental water which will be included in the allocated cost category.

This CoS evaluation treats the non-capital costs referenced above as shared costs. Specifically, these costs are allocated based on the proportion of the total Exchange Water sold to the City in relation to the total amount of water conveyed by BBID for the previous year. For example, if the City were to request the full allocation of 4,500 acre-feet, it would represent 30 percent of the total 14,960 acre-feet delivered in 2019, and therefore the City would be responsible for paying 30 percent of the non-capital expenditures.

In 2020, the City of Tracy anticipates taking 100 acre-feet of water which equates to 0.67 percent of the 14,960 acre-feet BBID delivered to all its customers in 2019². Tracy's 0.67 percent take of the total sales for 2020 would then translate to a 0.67 percent charge of all shared non-capital costs. This charge is separate from, and in addition to, the charges for the power costs associated with operating the 3 pumps used to convey the Exchange Water from the intake channel to the DMC.

² 2020 total water deliveries are assumed to be similar to 2019

Estimation of Power Costs

BBID utilizes three existing pump stations to lift and convey water from the CA intake channel to the DMC. In total these three lift stations lift the Exchange Water from MSL 0 feet to 190 feet and convey the Exchange Water through approximately 2,560 linear feet of pipe total.

Although the pump information (HP, etc.) for the pumps at each of the three pump stations used to convey the Exchange Water is available, because of the variability of the volume of and duration needed to convey Exchange Water through these pump stations, in comparison to the overall volume and consistent schedule of irrigation water provided by BBID, a calculation of the specific cost associated with conveying the Exchange Water was completed using industry standard equations using the following assumptions:

Table 1 – 2020 Power Cost Assumptions

Variable	Value
Flow Rate	20 cfs
Elevation Head (lift)	190 ft.
Pipe Diameter	30 in.
Pipe Length (total)	2,560 ft.
Hazen-Williams Coefficient (C)	130
Approximate Pipe Headloss	4.4 ft.
Total Dynamic Head (TDH)	194 ft.
Required Horsepower (HP)	441 HP
Pump Efficiency	65%
Price per kWh	\$0.10
Pump Duration	Variable

IV. Exchange Water Rates Calculations and Recommendations

The total 2020 proposed budget for BBID is \$6,663,76 of which \$4,850,374 is for non-capital expenditures. BBID relies primarily on property taxes and water sales to fund its budget. It does use other non-recurring revenue sources for its funding including interest revenue and construction water; however, tax and rate-generated revenue provide most of its revenue. Property tax is the largest source of BBID revenue accounting for \$4,430,000 or 66.4% BBID's total 2020 planned expenditures. Sales and accounts receivable revenue are budgeted for about \$2.1 million.

An Exchange Water rate can be calculated based on BBID's total non-capital budget revenue requirement with the property tax revenue included ("subsidized rate") and without the property tax revenue. In the second scenario, the Exchange Water rate is calculated based on Tracy's proportional contribution to BBID's total revenue needs absent property tax revenue.

Under the "subsidized" exchange rate Tracy would pay \$146.24 per acre-foot, including pump power cost and the 5% conveyance loss charge. If the property tax revenues are removed from the calculation, Tracy's per acre foot cost would rise to \$372.56. These are shown in Table 2 on the following page.

**Table 2 2020 BBID Proposed Exchange Water Rate
(Assuming 100-Acre Foot Demand)**

	Subsidized	Un-Subsidized
Total Volume (ac-ft)		100
Cost per Acre Foot	\$146.24	\$372.56
Total Annual Cost	\$14,624	\$37,256

Attached: 2020 Exchange Water Rate Calculations (5 pages)



Byron Bethany Irrigation District Sale of Non-Project Water to City of Tracy



Purpose
Calculate the annual D&M cost per acre-foot to be paid by the City of Tracy for wholesale water agreement entered into on 8/6/2013.

Summary	New	Property Tax Subsidized
Fiscal Year	2020	
Total Volume per year to Tracy	100	
Total Volume per year to all customers	14900	
Pumping Power Cost per kWh	\$0.10	
Annual Conveyance Loss	5%	
FY Budget Property Tax Revenue	n/a	\$4,430,000.00
FY Budget Total Expenses (Including Capital)	n/a	\$4,663,760.87
Cost per acre-foot	\$372.56	\$148.74
Total Annual Cost	\$37,256.08	\$14,874.38

Instructions

Cell colors denote purpose and editability of cell

User Input	User can edit information in these cells without impacting formulas.
Formula	Cells that include formulas and/or call values from other cells. User should not edit.
Final Output	Cells include final output for calculations on tab or in workbook. User should not edit.

Assumptions

- Uses 6810 Proposed Budget as basis for costs excluding pump power and tax revenue
- Excludes supply and storage costs
- Excludes capital and debt service costs
- Pump power costs based on dedicated PSM3 runtime
- Costs allocated to volume cost component
- Property tax subsidy is based on the ratio of property tax revenue to total budget expenditures for FY.

Tab Descriptions

- Summary:** User can input FY-specific information (water volumes, power cost, conveyance loss, and property taxes). Displays annual cost per acre-foot and total cost per annual volume.
- Cost Allocation:** Summary of Expense Line Items, water usage, property tax offset, and City of Tracy cost per ac-ft. Final cost per acre-foot is called by 'Summary tab'
- Cost Inputs:** User can input budget numbers for each expense line item in Column B. Add rows to each cost category table for new line items or adjustments. Category totals are called by 'Cost Allocation' tab.
- PS Power Costs:** User can input information into blue cells to estimate annual dedicated pump station power costs. Price per kWh and total volume per year is populated from 'Summary' tab.

	Property Tax	
	Subsidized	Raw
2020 BBID Proposed Budget Summary		
<i>LABOR EXPENDITURES (SALARIES AND BENEFITS)</i>		
Operations & Maintenance	\$1,111,321	\$1,111,321
Administration	\$781,695	\$781,695
TOTAL SALARIES & WAGES	\$1,893,017	\$1,893,017
<i>NON LABOR EXPENDITURES</i>		
Source of Supply	\$138,000	\$138,000
Pumping (excluding power)	\$176,809	\$176,809
Operations, Engineering & Maintenance	\$884,826	\$884,826
General and Administrative	\$1,757,722	\$1,757,722
TOTAL EXPENDITURES	\$2,957,357	\$2,957,357
TOTAL DISTRICT OPERATIONS	\$4,850,374	\$4,850,374
Ratio of Property Tax to Total Expense	0.66	n/a
Allocation to City of Tracy		
City of Tracy Annual Water Usage (ac-ft)	100	100
Total Water Delivered	14960	14960
% Tracy Usage	0.67%	0.67%
Pump Power Costs (Calculated; 100% responsible)	\$3,060	\$3,060
	Property Tax	
Cost of Service Water Rates, FY 2020-2025	Subsidized	Raw
Cost per ac-ft	\$139.28	\$354.82
With Conveyance Losses	\$146.24	\$372.56

FY BBID Proposed Budget Summary		2020
OPERATIONS & MAINTENANCE SOURCE OF SUPPLY		
4311 Transformer/Transmission Lines/Poles Maint		\$30,000
4315 SLDMWA Membership Assessment		\$80,000
4316 Engineering-Source of Supply		\$3,000
4317 SWRCB User Fee (CVPSA)		\$25,000
<i>add table rows for line items or adjustments</i>		\$0
PUMPING/SUPPLEMENTAL WATER	FY Total	
4318 WSID Wheeling Fee		\$309
4319 Supplemental Water Purchase		\$60,000
4320 Pump Maintenance		\$15,000
4321 Pump/Motor Lube		\$1,500
4322 SCADA/Telemetry-Auto Control		\$35,000
4323 Motor Maintenance		\$10,000
4325 PG&E Power		
4326 Emergency Generators		\$10,000
4328 WAPA Power		
4328A WAPA Restoration		\$45,000
<i>add table rows for line items or adjustments</i>		\$0
OPERATIONS & MAINTENANCE	FY Total	
4232 O & M Liability Insurance		\$20,526
4369 Canal Maintenance		\$10,000
4370 Station Maintenance		\$8,000
4371 Laterals/Structures/Pipeline Maintenance		\$15,000
4372 Materials/Hardware/Fasteners		\$10,000
4373 Sub Laterals/Pipeline		\$10,000
4374 Canal Gate Maint.		\$10,000
4375 Surface Drains		\$9,000
4376 Tile Drains		\$5,900
4377 Canal Crossings		\$2,000
4379 Communications		\$20,000
4380 Small Tools & Equipment		\$10,000
4381 Building Maintenance		\$5,000
4381B Landscaping/Repairs Maintenance		\$17,000
4381D Fire System		\$9,000
4381D Alarm System		\$6,500
4381E HVAC		\$7,000
4381F Janitorial Service & Supplies		\$20,000
4381H Pest Management		\$1,800
4382 Uniforms		\$8,500
4383 Shop Supplies		\$6,500
4383A Welding Shop & Supplies		\$4,000
4383B Meter Shop & Supplies		\$1,000
4384 Vehicle Maintenance		\$20,000
4385 Construction Equip. Maint.		\$20,000
4386 Fuel/Lube/Oil Tires		\$90,000
4386A Mileage Reimbursement		\$500
4386B Waste Oil Disposal		\$500
4387 Canal Fences		\$2,500
4388 Rodent Control		\$2,000
4389 Right of Way Weed Control		\$40,000
4390 Weed Burning		\$2,000
4391 Aquatic Weed Control		\$150,000
4392 Road Maint. & Right of Way		\$10,000
4393 Water Quality Testing		\$5,000
4394 Flow Meters Repairs		\$6,000
4395 Safety Supplies/Equipment/Boots		\$11,000
4396 Worker Safety Training		\$4,500
4397 Physical Exams/DOIT/Drug Testing		\$3,000
4398 Engineering		\$215,000
4398C GSA Implementation		\$70,000
4399 Continuing Education		\$3,500
4402 Permits/Licenses (CVPSA)		\$2,000
4500 Propane Facilities		\$2,500
4502 Refuse/Disposal		\$5,000
4503 Bottled Water Service		\$4,000
<i>add table rows for line items or adjustments</i>		\$0
SALARIES O&M LABOR	FY Total	
4338 O&M Employee Relations		\$1,000
4340A WWTF Chief Operator		\$36,000
4341 O&M Labor		\$607,601
4342 O&M Part Time Labor		\$0
4343 O&M Other Compensation		\$85,457
4344 Health Ins.		\$164,785
4345 Dental Ins.		\$6,848
4346 Vision Ins.		\$2,227
4347 Retirement (PERS)		\$60,000
4348 Worker's Comp.		\$40,000
4349 Medicare		\$9,423
4350 Social Security		\$40,291
4351 Life Insurance		\$1,631
4352 Incentive Pay-Longevity		\$4,150
4353 Incentive Pay-Pesticide License		\$600
4354 Overtime		\$50,000
4357 Employee Assistance Program		\$1,308
<i>add table rows for line items or adjustments</i>		\$0

SALARIES General & Administration	FY Total
6000 General Manager	\$269,951
6002 Administration Support	\$113,422
6003 Admin Part Time Support	\$97,440
6004 AGM, Director, Administration/IT	\$127,604
6005 Admin Other Compensation	\$55,844
6006 Health Insurance	\$44,504
6007 Dental Insurance	\$1,498
6008 Vision Insurance	\$891
6009 Retirement (PERS)	\$58,031
6010 Worker's Comp	\$9,000
6014 Social Security	\$31,922
6015 Medicare	\$7,486
6016 Life Insurance	\$1,374
6017 Longevity	\$2,900
6018 Incentive Pay - Pesticide License	\$1,200
6075 Employee Relations (Admin)	\$400
6030 State Unemployment Insurance	\$4,000
6040 FUTA Tax	\$800
6236 Pension Fund - 401A	\$19,800
6240 State Employee Training Tax	\$150
<i>add table rows for line items or adjustments</i>	\$0
G&A	FY Total
6100 Office Supplies	\$5,000
6101 Payroll Services	\$5,500
6106 Postage	\$1,800
6108 Printing, Forms, Maps	\$3,000
6112 Printing (Legal)	\$800
6116 Telephone	\$8,000
6120 Bank Fees	\$1,000
6121 Trustee Fees/Continuing Disclosure	\$1,500
6230 Employee Assist Program-Director	\$216
6230A Employee Assist Program-Admin	\$1,123
6232 Admin Liability Insurance	\$13,677
6233 Property Insurance	\$25,013
6234 Office Equip./Lease	\$11,000
6238 Retiree's Health Insurance	\$43,413
6302 Directors Expense	\$15,000
6303 Directors Benefits	\$161,527
6304 District Official's Expense	\$45,000
6310 Legal Services	\$770,000
6310A Legal Services (CVPSA)	\$70,000
6312 Auditing	\$14,000
6313 Actuarial Expense - OPEB	\$4,000
6314 Election Expense	\$2,500
6315 Record Retention Program	\$250
6328 Rental Unit	\$1,000
6330 Permit Fees, Dues, Subscriptions	\$90,000
6331 Admin Cont. Education	\$1,000
6332 Recording Fees	\$800
6333 Interest Expense	\$200,697
6340 Hardware/Software/License Fees	\$15,000
6342 Public Outreach	\$61,800
6343 Website	\$25,400
6345 State/Federal Representation	\$190,000
6350 Human Resources Consulting	\$48,000
<i>add table rows for line items or adjustments</i>	\$0

Pump Total Dynamic Head Calculation

Source	Parameter	Units	Value
PS Average Condition	Flow Rate	ft ³ /s	20
		gal/min	8,977
Client	Nominal Pipe Diameter	In	30
A=3.14(D2/4)	Pipe Area	ft ²	4.91
V=Q/A, Maximum velocity is 5 ft/sec	Mean Velocity	ft/sec	4.07
PS3 Material	Pipe Material	--	HDPE
Civil Engineering Reference Manual 8th edition	Hazen-Williams Coefficient	--	130
		Headloss (hf) per 1,000 ft	ft
Client	PS1S Pipeline Length	ft	170
Client	PS2 Pipeline Length	ft	270
Client	PS3 Pipeline Length	ft	2,120
	Total Length	ft	2,560
Hazen-Williams Equation	Total Pipe Headloss (hf)	ft	4.39
Client	Elevation Change (ΔH)	ft	190
TDH=ΔH+hf	Total Dynamic Head	ft	194

Pump Power Cost Calculation

Source	Parameter	Units	2020
	Flow Rate	cfs	20
		gpm	8,977
*	Water hp	hp	441
	TDH	ft	194
Assumed	Pump x Motor efficiency	%	65%
User Input	Price per kWh	USD	\$0.10
~	Power Cost per hour	USD	\$51
User Input	Total volume per year	ac-ft	100
	Time to pump	hr	60.50
	Power Cost per Year	USD	\$3,060

The energy cost per hour for pumping water can be calculated in imperial units as

$$C = 0.746 Q h c / (3960 \mu_p \mu_m) \quad (1)$$

where

C = cost per hour (USD/hour, EUR/hour, ...)

Q = volume flow (US gpm)

h = differential head (ft)

c = cost rate per kWh (USD/kWh, EUR/kWh, ...)

μ_p = pump efficiency (0 - 1)

μ_m = motor efficiency (0 - 1)

* https://www.engineeringtoolbox.com/pumping-water-horsepower-d_753.html

~ https://www.engineeringtoolbox.com/water-pumping-costs-d_1527.html