

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

AMENDMENT 1
(Term Extension; Value Calculation)

TO

CONTRACT
FOR
ENERGY EXCHANGE SERVICES
WITH

THE TRUCKEE DONNER PUBLIC UTILITY DISTRICT
AND
THE CITY OF FALLON

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1. PREAMBLE:

This Amendment 1 (Amendment) to Contract 07-SNR-01026 (Contract) is made this _____ between the UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION (WAPA) and the TRUCKEE DONNER PUBLIC UTILITY DISTRICT, a Public Utility District, organized and existing under the laws of the State of California, hereinafter referred to as Truckee; and the CITY OF FALLON, a political subdivision organized and existing under the laws of the State of Nevada, hereinafter referred to as Fallon; jointly referred to as TDF, their successors and assigns; all also hereinafter referred to individually as Party and together as Parties.

2. EXPLANATORY RECITALS:

2.1. The United States owns, and the U.S. Department of the Interior, Bureau of Reclamation (Reclamation) operates, the Stampede Powerplant (Stampede)

1 located in Sierra County, California. Stampede has an installed capacity of
2 3.65 megawatts, with an average annual energy generation of approximately
3 11,000 megawatthours.

4
5 2.2. Truckee and Fallon have Network Integration Transmission Service
6 Agreements (NITS) with SPPC and, therefore, can receive the Stampede
7 Energy.

8
9 2.3. WAPA and TDF entered into the Contract on May 10, 2007. The Contract
10 provides for TDF to take the generation available from Stampede into its system
11 and, through an energy exchange account, serve two U.S. Department of the
12 Interior, Department of Fish and Wildlife Service project use loads located within
13 its service territory.

14
15 2.4. The Contract is scheduled to terminate on December 31, 2024. The
16 Parties desire to extend the term through December 31, 2044.

17
18 2.5. The Parties agree the Value Calculation in Exhibit A should be updated to
19 accurately value the Stampede generation and are doing so in this Amendment.
20

21 **3. AGREEMENT:**

22 The Parties agree to the terms and conditions set forth herein.
23

24 **4. TERM OF AMENDMENT:**

25 This Amendment shall become effective upon execution and shall remain in effect
26 concurrently with the Contract.
27
28

1 **5. MODIFICATION OF SECTION 4 (EFFECTIVE DATE, TERM AND**
2 **TERMINATION OF CONTRACT) OF THE CONTRACT:**

3 Section 4.1 of the Contract is hereby modified as follows:

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

5 4.1 This Contract will become effective on the first day of the first
6 month following the termination of Contract 00010 with SPPC and shall
7 remain in effect through December 31, 2044; subject to prior termination
8 as otherwise provided for herein.
9

10 **6. MODIFICATION OF SECTION 10 (VALUE CALCULATION) OF THE**
11 **CONTRACT:**

12 Section 10 of the Contract is hereby modified as follows:

13 **10. VALUE CALCULATION:**

14 The calculation to be used in determining the value of Stampede Energy is provided
15 in Exhibit A attached hereto.
16

17 **7. EXECUTION BY COUNTERPARTS:**

18 This Amendment may be executed in any number of counterparts and, upon execution
19 and delivery by each Party, the executed and delivered counterparts together shall have
20 the same force and effect as an original instrument as if all Parties had signed the same
21 instrument. Any signature page of this Amendment may be detached by any
22 counterpart of this Amendment without impairing the legal effect of any signatures
23 thereon and may be attached to another counterpart of this Amendment identical in
24 form hereto, by having attached to it one or more signature pages.
25
26
27
28

1 **8. ELECTRONIC SIGNATURES:**

2 The Parties agree that this Amendment may be executed by handwritten signature or
3 digitally signed using Adobe E-Sign or DocuSign. An electronic or digital signature is
4 the same as a handwritten signature and shall be considered valid and acceptable.

5
6 **IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed
7 the day and year first above written.

8
9 WESTERN AREA POWER ADMINISTRATION

10
11 By: _____
12 Name: Arun K. Sethi
13 Title: Power Marketing Manager
14 Address: 114 Parkshore Drive
Folsom, CA 95630-4710

15
16 TRUCKEE DONNER PUBLIC UTILITY DISTRICT

17
18 Attest: _____
19 Name: Jeff Bender
20 Title: Board President
21 By: _____ Address: Post Office Box 309
22 Title: _____ Truckee, California 96160

23 CITY OF FALLON

24
25 Attest: _____
26 Name: Ken Tedford, Jr.
27 Title: Mayor
28 By: _____ Address: 55 West Williams Avenue
Title: _____ Fallon, Nevada 89406

THE TRUCKEE DONNER PUBLIC UTILITY DISTRICT
AND
THE CITY OF FALLON

CERTIFICATE

