

**Western Area Power Administration  
Sierra Nevada Region (SNR)  
2025 Power Marketing Plan  
Firm Electric Service Allocation Assignment Agreement**

**AGREEMENT NUMBER AND EFFECTIVE DATE:**

Agreement No.	25-SNR-03319	Effective Date:	Execution
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**ORIGINAL ALLOCATION HOLDER (“FALLON”):**

Company/Municipality Name:		City of Fallon	
Type of Organization:		Municipality	
Street Address:	55 West Williams Ave	Point of Contact:	Sean Rowe
City:	Fallon	Title:	Deputy City Attorney
State:	Nevada	Office Phone Number:	(775) 423-2106
Zip:	89406	Cell Phone Number:	
State Formed/Organized Under:	NV	E-mail:	srowe@fallonnevada.gov

**ASSIGNED ALLOCATION HOLDER (“TDPUD”):**

Company Name:		Truckee Donner Public Utilities District	
Type of Organization:		Public Utility District	
Street Address:	11570 Donner Pass Road	Point of Contact:	Brian C. Wright
City:	Truckee	Title:	General Manager
State:	California	Office Phone Number:	(530) 582-3957
Zip:	96161	Cell Phone Number:	
State Formed/Organized Under:	CA	E-mail:	brianwright@tdpud.org

**RELATIONSHIP OF FALLON TO TDPUD:**

The two entities are physically located near each other. Neither have an economic avenue to physically receive the Base Resource from the Sierra Nevada Region.
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1. PREAMBLE: This Agreement is made pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1977 (91 Stat. 565); October 24, 1992 (106 Stat. 2776, 2799-2803); August 8, 2005 (119 Stat. 594); other acts that specifically apply to the projects involved; and acts amendatory or supplementary to the foregoing Acts, among the United States Of America, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called “WAPA,” represented by the officer

executing this Agreement or a duly appointed successor; Fallon; and TDPUD, hereinafter sometimes collectively called the Parties.

2. EXPLANATORY RECITALS:

- 2.1 WAPA markets the surplus generation from, and operates a high-voltage transmission system as part of, the Central Valley Project (CVP).
- 2.2 WAPA published the Final 2025 Power Marketing Plan (Marketing Plan) in the Federal Register on August 15, 2017, (82 FR 38675). The Marketing Plan is effective January 1, 2025, through December 31, 2054.
- 2.3 WAPA has allocated Federal hydropower under the provisions of the Marketing Plan.
- 2.4 Fallon and TDPUD received allocations of Base Resource (BR) for Firm Electric Service (FES) under the 2005 Resource Pool. Fallon and TDPUD also received additional allocations under the 2025 Resource Pool.
- 2.5 WAPA's 2005 BR Contracts expired December 31, 2024. Fallon and TDPUD executed new BR Contracts with WAPA for the period beginning January 1, 2025, through the end of the calendar day on December 31, 2054 (the 2025 BR Contract).
- 2.6 Previously, Fallon assigned its allocation to TDPUD, TDPUD assigned its allocation to Plumas-Sierra Rural Electric Cooperative (Plumas-Sierra), and Plumas-Sierra assigned its allocation to the Northern California Power Agency.
- 2.7 Fallon and TDPUD requested that WAPA assign Fallon's BR allocation to TDPUD for the term of the 2025 BR Contracts to continue the relationship and operations existing prior to 2025.
- 2.8 WAPA will revise the applicable exhibits under Fallon's BR Contract 20-SNR-02327 to reflect a 0% BR percentage and TDPUD's BR Contract 20-SNR-02339 to include Fallon's BR allocation with TDPUD's BR allocation.

3. AGREEMENT:

- 3.1 Fallon assigns to TDPUD, pursuant to the terms of this Agreement, Fallon's 2025 BR allocation.
- 3.2 TDPUD accepts the assignment and agrees to take responsibility for Fallon's BR allocation and assumes all the rights, duties, and obligations associated with receiving Fallon's BR allocation.

- 3.3 WAPA and TDPUD will incorporate Fallon's 2025 BR allocation and this Agreement into TDPUD's 2025 BR Contract.
- 3.4 Fallon and TDPUD shall jointly and severally indemnify and hold WAPA harmless from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from this Assignment, including any arising out of or resulting from any Party issuing a notice to terminate or termination of this Assignment.
- 3.5 Termination of this Agreement:
  - 3.5.1 Fallon or TDPUD may terminate this Agreement by giving WAPA and the other Party written notice of its intent to do so at least ninety (90) calendar days prior to the effective date of the termination.
  - 3.5.2 In the event TDPUD's BR Contract terminates for any reason, this Agreement shall be deemed terminated concurrently with termination of TDPUD's BR Contract. TDPUD will notify Fallon if TDPUD's BR Contract is terminated.
  - 3.5.3 Upon termination of this Agreement pursuant to Section 3.5.1 or 3.5.2 of this Agreement, TDPUD agrees that its BR Contract will be modified to reflect the termination of the assignment of Fallon's BR allocation.
4. TERM OF AGREEMENT: This Agreement will become effective upon execution by WAPA's Administrator and Chief Executive Officer and will terminate at the end of the calendar day on December 31, 2054; Provided, That this Agreement may terminate earlier under the provisions set forth in Section 3.5 of this Agreement.
5. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective July 17, 2025, attached hereto, are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, That Provisions 2 through 30 shall not be applicable hereunder; Provided further, That the word "Contractor" in the GPCP refers to both the TDPUD and Fallon.
6. EXECUTION BY COUNTERPARTS: This Agreement may be executed in any number of counterparts and, upon execution and delivery by each party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all parties had signed the same instrument. Any signature page of this Agreement may be detached by any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto, by having attached to it one or more signature pages.

7. ELECTRONIC SIGNATURES: The parties agree that this Agreement may be executed by handwritten signature or digitally signed using Adobe Sign or DocuSign. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.
  
8. AUTHORITY TO EXECUTE: Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

CITY OF FALLON:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TRUCKEE DONNER PUBLIC UTILITY DISTRICT:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WESTERN AREA POWER ADMINISTRATION:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RESOLUTION  
(To be completed by Fallon)

BE IT RESOLVED by the City Council of the City of Fallon, that \_\_\_\_\_ is hereby authorized to execute for and on behalf of the City of Fallon, the attached Base Resource Allocation Assignment Agreement (Agreement), among the Western Area Power Administration, Truckee Donner Public Utility District and City of Fallon which was duly presented to the City Council, and which Agreement is hereby approved.

(State of \_\_\_\_\_)  
(Insert State)

) ss

(County of \_\_\_\_\_)  
(Insert County)

I, \_\_\_\_\_, the duly appointed and qualified Clerk of the City of Fallon, do hereby certify that the foregoing is a true, accurate, complete copy of a resolution duly passed and adopted at a regular meeting of the City Council of the City of Fallon, held on \_\_\_\_\_, \_\_\_\_\_.  
(Month and Day) (Year)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Clerk)

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

RESOLUTION  
(To be completed by TDPUD)

BE IT RESOLVED by the Board of Directors of the Truckee Donner Public Utility District, that \_\_\_\_\_ is hereby authorized to execute for and on behalf of the Truckee Donner Public Utility District, the attached Base Resource Allocation Assignment Agreement (Agreement), among the Western Area Power Administration, Truckee Donner Public Utility District and City of Fallon which was duly presented to the Board of Directors of the Truckee Donner Public Utility District, and which Agreement is hereby approved.

(State of \_\_\_\_\_)  
(Insert State)

) ss

(County of \_\_\_\_\_)  
(Insert County)

I, \_\_\_\_\_, the duly appointed and qualified Secretary of the Board of the Truckee Donner Public Utility District, do hereby certify that the foregoing is a true, accurate, complete copy of a resolution duly passed and adopted at a regular meeting of the Board of Directors of the Truckee Donner Public Utility District, held on \_\_\_\_\_  
(Date)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Clerk)

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