



AGENDA MATERIALS
TRI-DAM PROJECT



TRI-DAM POWER
AUTHORITY



BOARD MEETING

January 19, 2023

**REGULAR BOARD MEETING
AGENDA
TRI-DAM PROJECT
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
JANUARY 19, 2023
9:00 A.M. (7:00 A.M. HAST)**

**Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361**

**and Poipu Shores
1775 Pe'e Road #A106
Koloa, HI 96756**

(7:00 AM Hawaii-Aleutian Std. Time)

*** SEE BELOW FOR INSTRUCTIONS REGARDING PUBLIC COMMENT AND PARTICIPATION**

NOTICE: Coronavirus (COVID-19)

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, JANUARY 19, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

INFORMATION FOR MEETING DURING CONTINUED PROCLAIMED STATE OF EMERGENCY

(Effective 3/27/2020 – 2/28/2023):

*The location of the Tri-Dam meeting will be at the office of the Oakdale Irrigation District, 1205 East F Street, Oakdale and will be open to the public based on a reservation system. Be advised these facilities only have 3 – 4 seats available for public access due to implemented protection measures for the COVID-19 virus.

****Public members who wish to participate, listen to, and provide comment on agenda items can do so by telephone by calling 1 (669) 900-9128, Access Code: 358-572-1867. All speakers commenting on Agenda Items are limited to five (5) minutes.**

Members of the public may also submit public comments in advance by e-mailing nfiez@oakdaleirrigation.com by 4:30 p.m., Wednesday, January 18, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209)

840-5504, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn
Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 - 3

1. Approve the regular board meeting minutes of December 15, 2022.
 2. Approve the December statement of obligations.
 3. Approve the Financial Statements of the eleven months ending November 30, 2022.
-

ACTION CALENDAR

ITEMS 4 - 10

4. Discussion and possible action to approve the funding for 2023 to contract with FishBio, Inc. and authorize the General Manager to execute contract.
 5. Discussion and possible action to approve cost estimate to remove rockslide on USFS Road 4N88 (Peeled Onion Road).
 6. Discussion and possible action to approve the Joint Powers Insurance Authority Member / Alternate.
 7. Consider adoption of Resolution TDP 2023-01 Authorization for Maintenance of Bank Accounts.
 8. Consider adoption of Resolution TDP 2023-02 Semi-Annual District Distribution.
 9. Discussion and possible action to authorize the General Manager to execute a Power Purchase Agreement with the City of Santa Clara.
 10. Discussion and/or possible action to reinstate Director Santos for eligibility to serve on Tri-Dam Project committees.
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COMMUNICATIONS

ITEMS 11 - 14

11. Staff reports as follows:
 - a. General Manager Report
 - b. Operations & Maintenance Report
 - c. Compliance Report
12. Generation Report
13. Fisheries studies on the Lower Stanislaus River

CLOSED SESSION

ITEM 15

15. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
1. *SJTA v. State Water Resources Control Board*
Judicial Council Coordination Proceeding 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Possible Initiation of Litigation
Government Code § 54956.9(d)(4)
Four (4) cases
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code § 54956.9(d)(2)
Two (2) cases
- d. PUBLIC EMPLOYMENT
Government Code sec. 54957(b)
1. Finance & Administrative Manager
-

ADJOURNMENT

ITEM 16

16. Adjourn to the next regularly scheduled meeting

BOARD AGENDA REPORT

Date: 1/19/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Project December 2022 Minutes

RECOMMENDED ACTION: Review and possible approval of December 15, 2022 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: December 15, 2022 Minutes

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM PROJECT
MINUTES OF THE JOINT BOARD
OF DIRECTORS REGULAR MEETING**

December 15, 2022
Manteca, California

The Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District met in joint session at the office of South San Joaquin Irrigation District in Manteca, California, on the above date for the purpose of conducting business of the Tri-Dam Project, pursuant to the resolution adopted by each of the respective Districts on July 29, 1955.

President Weststeyn called the meeting to order at 9:00 a.m.

OID DIRECTORS

SSJID DIRECTORS

DIRECTORS PRESENT:

ED TOBIAS
BRAD DeBOER
TOM ORVIS
HERMAN DOORNENBAL

DAVE KAMPER
MIKE WESTSTEYN
GLENN SPYKSMA
DAVID ROOS

Director Spyksma arrived at 9:13 a.m.
Director Holbrook arrived at 10:58 a.m.

Also, Present:

Jeff Shields, Interim General Manager; Scot A. Moody, General Manager, Oakdale Irrigation District; Peter Rietkerk, General Manager, South San Joaquin Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project; Andrea Fuller, FishBio; Mia Brown, Counsel, SSJID; Tim Wasiewski, Counsel; Tim O’Laughlin, Counsel, via zoom.

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

- ITEM #1 Approve the regular board meeting minutes of November 17, 2022.**
- ITEM #2 Approve the November statement of obligations.**
- ITEM #3 Approve the Financial Statements for the ten months ending October 31, 2022.**

Director Tobias moved to approve items one through three on the consent calendar. Director Kamper seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Doornenbal, Tobias, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Santos, Holbrook, Spyksma

ACTION CALENDAR

ITEM #4 Discussion and possible action approve the funding for 2023 to contract with FishBio, Inc. and authorize the General Manager to execute the 2023 Amendment to Professional Services Agreement 2021-PSA-1216.

Tim O'Laughlin provided more detail regarding the stock recruitment component and Andrea Fuller provided a historical summary of activities and responded to Directors questions.

Director DeBoer moved to approve the stock recruitment for \$195,000 and bring the remaining items back in January. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: Tobias

ABSENT: Santos, Holbrook

Director Kamper moved to approve an additional \$565,000 for the non-native and rotary screw trap studies. Director Orvis seconded the motion.

The motion failed by the following roll call vote:

AYES: Kamper, Roos, Spyksma, Weststeyn

NOES: DeBoer, Doornenbal, Orvis

ABSTAINING: Tobias

ABSENT: Santos, Holbrook

ITEM #5 Review and possible action to approve and adopt the 2023 Draft Budget.

Sharon Cisneros presented the 2023 draft budget and responded to Director questions.

Director DeBoer moved to approve the 2023 budget. Director Kamper seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Santos, Holbrook

ITEM #6 Discussion and possible action to authorize the Interim General Manager to purchase a new General Manager vehicle not to exceed \$74,000.

Jeff Shields gave the option not to act today stating inventory is stacking up and prices are neutralizing.

Director Orvis moved to table this item until January. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: DeBoer

ABSTAINING: None

ABSENT: Santos, Holbrook

ITEM #7 Discussion and consider approval of amendment to Interim General Manager employment agreement, extending term of employment to January 14, 2023.

Jeff Shields advised the Board his current agreement expires December 31, 2023 and the new General Manager will be starting on January 3, 2023. This extension will enable him to provide any assistance if necessary.

Director Tobias moved to approve the extension as presented. Director Kamper seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Santos, Holbrook

ITEM #8 Review and possible action to approve the General Manager Employment Agreement.

Jeff Shields advised this agreement mirrored the previous general manager agreement, requiring a three month use of residence versus six months in the previous agreement.

Director DeBoer moved to approve the agreement as presented. Director Roos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Santos, Holbrook

DISCUSSION

ITEM #9 Discussion regarding 2024 Tri-Dam Power Purchase Agreement status.

Jeff Shields advised the contract is still being drafted and added that since the declining price structure of \$80 to \$56/MWh was in question, SVP has offered to average it at \$74/MWh.

COMMUNICATIONS

ITEM #10 Staff Reports:

- A. Interim General Manager, Jeff Shields
 - Jeff briefly discussed the Goodwin agenda and the letter from Tuolumne County Environmental Health Division.
- B. Operations and Maintenance Manager, Chris Tuggle
 - Chris advised that Beardsley annual maintenance is completed and he will be getting ready to have the reservoir at 30,000AF at Beardsley and Donnells for run off.
- C. License Compliance Coordinator, Susan Larson
 - Nothing more to add than what's reported.

ITEM #11 Generation Report

No report.

ITEM #12 Fisheries Studies on the Lower Stanislaus River

No report.

ITEM #13 Directors Comments

Directors Weststeyn, Orvis and Doornenbal, we still have lots to be thankful for. Director Santos, Bob you have been a tremendous asset to SSJID. Director Tobias, it's been a challenging year and thanked Jeff, Sharon and staff.

President Weststeyn recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 10:46 a.m.

The Tri-Dam Project meeting resumed at 10:58 a.m. after the Tri-Dam Power Authority meeting adjourned.

President Weststeyn announced before closed session that the following items would be discussed. The Board took a brief recess at 11:10 a.m. and convened to Closed Session at 11:31 a.m.

ITEM #14 Closed Session

18. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
 1. *SJTA v. State Water Resources Control Board*
Judicial Council Coordination Proceeding 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Possible Initiation of Litigation
Government Code § 54956.9(d)(4)
Four (4) cases
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code § 54956.9(d)(2)
Two (2) cases
- d. PUBLIC EMPLOYMENT
Government Code sec. 54957(b)
 1. Finance & Administrative Manager
 2. Finance Clerk

At the hour of 12:34 p.m., the Board reconvened to open session.

Disclosure of reportable actions taken in Closed Session, pursuant to Government Code Section 54957.1: There were no reportable actions taken in closed session.

ADJOURNMENT

President Weststeyn adjourned the meeting at 12:36 p.m.

The next regular board meeting is scheduled for January 19, 2023, at the offices of Oakdale Irrigation District beginning at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

BOARD AGENDA REPORT

Date: 1/19/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Project December Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of December Statement of Obligations

BACKGROUND AND/OR HISTORY:

Submitted for approval is the December Statement of Obligations for Tri-Dam Project.

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Project Statement of Obligations

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Project

Statement of Obligations

Period Covered

December 1, 2022 to December 31, 2022

TRI-DAM PROJECT
STATEMENT OF OBLIGATIONS

Period Covered
December 1, 2022 to December 31, 2022

One-Half Oakdale Irrigation District	\$ 428,031.22
One-Half South San Joaquin Irrigation District	\$ 428,031.22
Total Obligations	<u>\$ 856,062.44</u>

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Thomas D. Orvis

John Holbrook

Ed Tobias

Dave Kamper

Linda Santos

David Roos

Herman Doornenbal

Glenn Spyksma

Brad DeBoer

Mike Weststeyn

Each of the undersigned certifies that he is President or Secretary of his respective District;
That the amounts designated above have been properly incurred as an obligation of the Tri-Dam Project; that
checks for payment of said amounts have been drawn on a Tri-Dam Project account at Oak Valley Community
Bank, Sonora, California.

**OAKDALE IRRIGATION DISTRICT
PRESIDENT,**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT
PRESIDENT,**

Thomas D. Orvis

Mike Weststeyn

SECRETARY,

SECRETARY,

Scot A. Moody

Date

Peter M. Rietkerk

Date

Tri Dam Project Statement of Obligations

Period Covered

From To

December 1, 2022 to December 31, 2022

	<u>No. Chks.</u>	<u>Amount</u>
<u>Vendor Check Register Report</u> (Please see attached Check Listing)	41	\$502,010.05

Payrolls - Net Charges

<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>	
8-Dec-22	Payroll	\$ 136,914.31	
12-Dec-22	Hardie Final Comp	\$ 13,925.87	
15-Dec-22	Outage Incentive, ETO	\$ 73,302.68	
22-Dec-22	Payroll	\$ 129,909.53	
Total Net Payroll		\$ 354,052.39	\$ 354,052.39

Total Disbursements for the Period	\$856,062.44
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Distribution Between Districts ~

Oakdale Irrigation District	\$ 428,031.22
South San Joaquin Irrigation District	\$ 428,031.22

Total Districts	\$ 856,062.44
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Project

December Checks by Amount



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
128787	10250	Downey Brand Attorneys LLP.	12/21/2022	VOID - s/b April not Dec.	0.00
128788	10294	FISHBIO Environmental LLC	12/21/2022	VOID - s/b April not Dec.	0.00
128789	11169	Liebert Cassidy Whitmore	12/21/2022	VOID - s/b April not Dec.	0.00
128790	11343	Tim O'Laughlin, PLC	12/21/2022	VOID - s/b April not Dec.	0.00
128791	11389	Paris Kincaid Wasiewski	12/21/2022	VOID - s/b April not Dec.	0.00
129495	10813	ACWA Joint Powers Insurance Authority	12/08/2022	EE Health Benefits	2,367.49
129496	10183	Cal PERS S457 Plan	12/08/2022		925.00
129497	10815	Cal PERS System	12/08/2022	EE/ER Retirement Plan	16,255.11
129498	10811	IBEW	12/08/2022	EE Union Dues	1,352.80
129499	10812	Nationwide Retirement Solution	12/08/2022	EE Retirement Plan	3,526.26
129500	10663	Standard Insurance Co.	12/08/2022		613.74
129501	11010	Calaveras County Water District	12/12/2022	Tulloch Day Use Site	64,893.50
129502	10813	ACWA Joint Powers Insurance Authority	12/22/2022	Health Benefits	42,404.81
129503	10183	Cal PERS S457 Plan	12/22/2022		925.00
129504	10815	Cal PERS System	12/22/2022	EE/ER Retirement Plan	16,352.67
129505	10811	IBEW	12/22/2022	EE Union Dues	1,352.80
129506	10812	Nationwide Retirement Solution	12/22/2022	EE Retirement Plan	3,514.88
129507	10663	Standard Insurance Co.	12/22/2022		485.73
129508	10067	AT&T - SBC - Pac Bell	12/22/2022	Telephone	5,282.07
129509	10866	AT&T Teleconference Services	12/22/2022		6.82
129510	11086	Benefit Resource, LLC	12/22/2022		125.00
129511	11428	Boutin Jones Inc.	12/22/2022	Legal Fees	1,388.50
129512	11010	Calaveras County Water District	12/22/2022		511.95
129513	10154	Calaveras Telephone Co.	12/22/2022		228.70
129514	10986	Cal-Waste Recovery Systems, LLC	12/22/2022		27.14
129515	10184	Clark Pest Control - Pest	12/22/2022		168.00
129516	10935	Data Path, Inc.	12/22/2022	Network Support	3,173.40
129517	10250	Downey Brand Attorneys LLP.	12/22/2022	Tulloch Litigation	13,538.90
129518	10294	FISHBIO Environmental LLC	12/22/2022	Fish Studies	20,655.00
129519	10938	Great America Financial Svcs.	12/22/2022		222.50
129520	10347	HDR Engineering Inc.	12/22/2022	FERC Part 12D Follow Up	6,020.58
129521	10399	JS West Propane Gas	12/22/2022		77.23
129522	10908	McMillen Jacobs Associates	12/22/2022	FERC Part 12D Inspections & Reporting	23,330.00
129523	10466	Mountain Oasis Water Systems & Btl Co L	12/22/2022		74.75
129524	11396	Hydra Pro	12/22/2022		800.00
129525	10500	OID ~ Routine	12/22/2022	Admin / Finance Services	12,530.67
129526	11343	Tim O'Laughlin, PLC	12/22/2022	Legal Fees	17,170.00
129527	10513	Pacific Gas & Elec - Non Util	12/22/2022		168.28
129528	11004	Pacific Gas & Electric	12/22/2022		90.54
129529	11274	PAR Environmental Services, Inc.	12/22/2022	HPMP, Hells Half Acre Road	9,545.78
129530	11389	Paris Kincaid Wasiewski	12/22/2022	Legal Fees	1,060.00
129531	10647	Sonora Press Inc.	12/22/2022		600.00
129532	11426	Unico Mechanical Corp	12/22/2022	Beardsley PRV Repair	227,695.35
129533	11258	Verizon	12/22/2022		171.53
129534	10891	Wagner & Bonsignore Consulting Civil En	12/22/2022	Water Rights Reporting	1,986.25
129535	10776	Waste Mgmt of Cal Sierra Inc.	12/22/2022		391.32

Report Total: \$ 502,010.05

BOARD AGENDA REPORT

Date: January 19, 2023
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Project Financial Statements for the Eleven Months ending November 30, 2022

RECOMMENDED ACTION: Approve the Financial Statements for the Eleven Months ending November 30, 2022

BACKGROUND AND/OR HISTORY:

As of the financial statement date of November 30, 2022, the Tri-Dam Project (TDP) cash and investments increased by \$2.8M combined over the prior year due primarily to the increase in Power sales over the prior year and offset by an increase in expenses and investment losses.

TDP has realized 95% of its annual budgeted operating revenues for 2022, and utilized 75% of its budgeted operating expenses.

Further details are available in the attachments.

FISCAL IMPACT: none

ATTACHMENTS: Financial Statements 11/30/22 (unaudited)

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



Tri-Dam Project

Statement of Net Position

(unaudited)

	<u>November 30, 2022</u>	<u>November 30, 2021</u>
Assets		
1 Cash	\$ 12,140,058	\$ 7,789,284
2 Investment Securities & Money Market	13,864,159	15,428,483
3 Accounts Receivable	1,365,922	4,106,010
4 Due from Tri-Dam Power Authority	79,144	77,908
5 Prepaid Expenses	590,380	453,236
6 Capital Assets	114,261,308	112,107,097
7 Accumulated Depreciation	(56,042,341)	(54,173,712)
8 Intangible Assets	8,213,938	8,213,938
9 Accumulated Amortization - Intangibles	(2,828,758)	(2,604,796)
10 Deferred Outflows - Pension Related	610,452	1,703,113
11 Total Assets & Deferred Outflows	<u>92,254,262</u>	<u>93,100,561</u>
Liabilities		
12 Accounts Payable	342,585	146,646
13 Unearned Revenue	161,442	120,163
14 Deposits	71,000	71,000
15 Other Current Liabilities	117,213	239,928
16 Long-Term Liabilities	1,404,201	1,310,857
17 Net Pension Liability	459,338	3,331,950
18 Deferred Inflows - Pension Related	547,447	1,112,546
19 Total Liabilities & Deferred Inflows	<u>3,103,226</u>	<u>6,333,090</u>
Net Position		
21 Net Position - Beginning of Year	90,868,089	85,049,341
22 Contributed Capital - Districts	-	-
23 Distributions	(19,700,000)	(10,958,000)
24 YTD Net Revenues	17,982,947	12,676,130
25 Total Net Position	<u>89,151,036</u>	<u>86,767,471</u>
26 Total Liabilities and Net Position	<u>\$ 92,254,262</u>	<u>\$ 93,100,561</u>



Tri-Dam Project

Statement of Revenues and Expenses

Month to Date for November 30, 2022

	MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 Operating Revenues							
2 Power Sales	\$ 2,248,565	\$ 232,442	\$ (2,016,123)	-89.7%	\$ 3,477,730	\$ (3,245,288)	-93.3%
4 Headwater Benefit	30,737.67	30,000	(738)	-2.4%	-	30,000	-
5 Total Operating Revenues	<u>2,279,303</u>	<u>262,442</u>	<u>(2,016,861)</u>	<u>-88.5%</u>	<u>3,477,730</u>	<u>(3,215,288)</u>	<u>-92%</u>
6							
7 Operating Expenses							
8 Salaries and Wages	213,471	162,684	(50,787)	-23.8%	172,161	(9,477)	-5.5%
9 Benefits and Overhead	222,056	108,454	(113,602)	-51.2%	122,144	(13,690)	-11.2%
10 Operations	43,259	7,334	(35,925)	-83.0%	6,022	1,312	21.8%
11 Maintenance	113,692	51,055	(62,637)	-55.1%	84,241	(33,186)	-39.4%
12 General & Administrative	390,697	168,580	(222,117)	-56.9%	166,053	2,527	1.5%
13 Depreciation & Amortization	177,321	178,909	1,589	0.9%	176,229	2,680	0
14 Total Operating Expenses	<u>1,160,494</u>	<u>677,016</u>	<u>(483,478)</u>	<u>-41.7%</u>	<u>726,850</u>	<u>(49,834)</u>	<u>-7%</u>
15							
16 Net Income From Operations	1,118,809	(414,574)	(1,533,383)	-137.1%	2,750,880	(3,165,454)	-115.1%
17							
18 Nonoperating Revenues (Expenses)							
19 Investment Earnings (Expenses)	11,625	64,246	52,621	452.7%	(119)	64,365	-54088.2%
20 Lawsuit Settlement Proceeds	-	-	-	0.0%			
21 Change in Market Value of Investments	-	-	-	0.0%		-	0.0%
22 Water Sales	15,672	-	(15,672)	-100.0%	4,550	(4,550)	-100.0%
23 Rental Income	-	24,319	24,319	0.0%	509	23,810	4677.8%
24 Gain/(Loss) on Asset Disposal	-	3,375	3,375	0.0%		3,375	0.0%
25 Reimbursements/Govt Entities	17,611	9,500	(8,111)	-46.1%		9,500	0.0%
26 Other Nonoperating Revenue	6,741	1,890	(4,851)	-72.0%	2,812	(922)	(0)
27 Total Nonoperating Revenues (Expenses)	<u>51,648</u>	<u>103,330</u>	<u>51,682</u>	<u>100.1%</u>	<u>7,752</u>	<u>95,578</u>	<u>1233%</u>
28							
29 Net Revenues	<u>\$ 1,170,457</u>	<u>\$ (311,244)</u>	<u>\$ (1,481,701)</u>	<u>\$ (1)</u>	<u>\$ 2,758,632</u>	<u>\$ (3,069,876)</u>	<u>-111.3%</u>
30							
31							
32							
33 Memo:							
34 Capital Expenditures	228,069	242,324	14,255				
35 Tulloch Day Use Site	128,110	389	(127,721)				
36 Major Repairs - Hells Half Acre & 4700 Roads	18,333	-	(18,333)				
37 Major Repairs - Tulloch Unit 3 Access Rd	20,833	-	(20,833)				



Tri-Dam Project
Statement of Revenues and Expenses
 Year to Date for the Period Ending November 30, 2022

	YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 Operating Revenues							
2 Power Sales	\$ 24,734,215	\$ 25,553,314	\$ 819,099	3.3%	\$ 21,183,161	\$ 4,370,153	20.6%
3 Headwater Benefit	338,114	327,598	(10,516)	-3.1%	270,000	57,598	0
4 Total Operating Revenues	25,072,329	25,880,912	808,583	3.2%	21,453,161	4,427,751	21%
Operating Expenses							
4 Salaries and Wages	1,083,774	1,968,956	885,182	81.7%	1,991,930	(22,974)	-1.2%
5 Benefits and Overhead	2,505,115	2,523,531	18,416	0.7%	1,667,817	855,714	51.3%
6 Operations	475,846	216,990	(258,856)	-54.4%	261,823	(44,833)	-17.1%
7 Maintenance	1,250,608	569,210	(681,398)	-54.5%	546,463	22,747	4.2%
8 General & Administrative	4,297,663	3,140,834	(1,156,829)	-26.9%	2,940,104	200,730	6.8%
9 Depreciation & Amortization	1,950,526	1,981,008	30,483	1.6%	1,937,908	43,100	0
10 Total Operating Expenses	11,563,533	10,400,529	(1,163,004)	-10.1%	9,346,045	1,054,484	11%
11 Net Income From Operations	13,508,797	15,480,383	1,971,586	14.6%	12,107,116	3,373,267	27.9%
12 Nonoperating Revenues (Expenses)							
13 Investment Earnings (Expenses)	127,875	301,005	173,130	135.4%	27,315	273,690	1002.0%
14 Lawsuit Settlement Proceeds	-	2,150,500	2,150,500	0.0%	-	-	-
14 Change in Market Value of Investments	-	(474,030)	(474,030)	0.0%	(11,527)	(462,503)	4012.3%
15 Water Sales	172,387	166,000	(6,387)	-3.7%	124,500	41,500	33.3%
16 Rental Income	-	85,493	85,493	0.0%	71,992	13,501	18.8%
17 Gain/(Loss) on Asset Disposal	-	26,078	26,078	0.0%	24,048	2,030	8.4%
18 Reimbursements/Govt Entities	193,722	211,140	17,418	9.0%	155,600	55,540	35.7%
19 Other Nonoperating Revenue	74,146	36,378	(37,768)	-50.9%	177,086	(140,708)	(1)
20 Total Nonoperating Revenues (Expenses)	568,130	2,502,564	1,934,434	340.5%	569,014	(216,950)	-38%
21 Net Revenues	\$ 14,076,927	\$ 17,982,947	\$ 3,906,020	\$ 0	\$ 12,676,130	\$ 3,156,317	24.9%
Memo:							
22 Capital Expenditures	2,508,756	723,161	(1,785,595)				
23 Tulloch Day Use Site	1,409,215	1,453,383	44,168				
24 Major Repairs - Hells Half Acre & 4700 Roads	201,667	-	(201,667)				
25 Major Repairs - Tulloch Unit 3 Access Rd	229,167	-	(229,167)				

BOARD AGENDA REPORT

Date: January 19, 2023
Staff: Sharon Cisneros

SUBJECT: FISHBIO Contract Budget and Scope of Work for 2023

RECOMMENDED ACTION: Discussion and possible action to approve the funding for 2023 to Contract with FISHBIO, Inc. and authorize the General Manager to execute contract

BACKGROUND AND/OR HISTORY:

In the December board meeting the Board had considerable discussion regarding the scope and fiscal impact of the FISHBIO contract for fiscal year 2023. The Board requested staff to review and present a revised Budget based on those discussions.

A summary of the recent annual funding is as follows:

2020	\$1,750,000
2021	825,000
2022	775,000

Based on discussions during Board Meeting on December 15, 2022, FISHBIO has revised the funding request down from \$970,000 for 2023, and provided two options for the board to review in the attached Exhibit A.

Staff is also requesting that the board authorize the General Manager to execute the contract for the approved amount and scope of service.

FISCAL IMPACT: TBD

ATTACHMENTS: Exhibit A - FISHBIO memo dated January 10, 2023

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Weststeyn (Yes/No) Spyksma (Yes/No)

TO: Tim O’Laughlin
FROM: FISHBIO
DATE: January 10, 2023
SUBJECT: Estimated costs of Stanislaus River fish studies

Following discussion of fish studies during the December 2022 board meeting and further discussion with you, the 2023 budget proposal has been revised. This memorandum presents two scenarios – one with completion of a fifth year of data collection for the non-native predator study as originally envisioned and one without the fifth year of study.

Complete WIIN Act non-native predator study

As discussed during the December meeting, the WIIN Act Non-native Predator Study was envisioned to be a 5-year study. Due to state permitting constraints, implementation of the study was delayed and the first full field season initiated in 2019. At the request of the Districts, the study scope was reduced in 2021. Spring 2022 was the fourth study year of the anticipated 5-year program, also conducted under the reduced scope. It is proposed that the fifth and final year of the study be conducted in spring 2023 with similar scope as in 2021 and 2022. Should the fifth year of study be conducted in Spring 2023, the pilot study end date (which includes 2023 field work, data analysis, report preparation, and finalization of recommendations) is anticipated to be June 2025 and a report to Congress due December 2025. Estimated costs to complete the study through 2025 are reflected in Table 1.

Rotary screw trap monitoring has been an integral component to the predator study in that it provides a measure of the number of salmon beginning their journey to sea. In combination with the number of juvenile salmon estimated to be consumed by predators from the predation study, this allows us to estimate the proportion of the juvenile population lost to predation. This has been a key piece missing from predation studies, and this is the only study in the Central Valley to quantify predation impact on a population level basis over multiple years. Rotary screw trap monitoring at Oakdale will be needed in 2023 if the fifth year of the predator study is carried out as indicated in Table 1. After 2023, RST monitoring at Oakdale will not be required but is shown in Table 1 as a recommended optional study along with the annual summer *O. mykiss* census.

While the final data is collected in 2023, publication development will be paused as the publications are focused on findings of the predation study. The multi-chapter predation synthesis report that is being developed for the study consists of multiple chapters. This format allows for select chapters to more readily be developed into manuscripts that will be submitted for peer-reviewed publication. To date, two manuscripts from the predation study regarding predator diets and striped bass occupancy have been submitted for publication. We have received and are responding to comments from peer reviewers on the diets paper and are awaiting feedback from reviewers of the striped bass manuscript.

Recall that the proposed stock-recruitment modeling was approved by the Board in December. The Stanislaus represents one of the few places in the Central Valley where this approach can be applied given the consistent long-term data collection at the Oakdale rotary screw trap. This work was originally scoped to begin in fall 2022 with a report and publication completed in 2023. Given

the later start we propose to shift the schedule with the report expected to be completed in 2023, but completion of the manuscript, peer-review, and publication are expected to spill over into 2024.

Without fifth year of WIIN Act non-native predator study

Should it be decided to forego a final year of the predation study, no further data will be collected and effort will move to finalizing data analysis, report preparation, and working with NMFS to finalize recommendations from the study. A report would be due to Congress December 2024. Over the next three years, the difference between conducting the fifth year of study or not conducting the study is \$540,000 (cost of predation study and RST in 2023).

Table 1. Complete WIIN Act non-native predator study

	2021	2022	2023	2024	2025
Weir	\$ 15,000	\$ -	\$ -	\$ -	\$ -
RST	\$ 125,000	\$ 90,000	\$ 90,000 *	\$ -	\$ -
<i>O. Mykiss</i>	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -
Predation Study	\$ 500,000	\$ 475,000	\$ 450,000	\$ 125,000	\$ 25,000
Publications	\$ 100,000	\$ 125,000	\$ -	\$ -	\$ 100,000
Consulting	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -
Stock-recruit	\$ -	\$ -	\$ 165,000	\$ 30,000	\$ -
Total	\$ 825,000	\$ 775,000	\$ 705,000	\$ 155,000	\$ 125,000
		RST		\$ 90,000	\$ 90,000
		<i>O. mykiss</i>	\$ 60,000	\$ 60,000	\$ 60,000

*RST monitoring needed for Native Fish Plan.

Table 2. Without final year of WIIN Act non-native predator study

	2021	2022	2023	2024	2025
Weir	\$ 15,000	\$ -	\$ -	\$ -	\$ -
RST	\$ 125,000	\$ 90,000	\$ -	\$ -	\$ -
<i>O. Mykiss</i>	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -
Predation study	\$ 500,000	\$ 475,000	\$ 125,000	\$ 25,000	\$ -
Publications	\$ 100,000	\$ 125,000	\$ -	\$ 100,000	\$ -
Consulting	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -
Stock-recruit	\$ -	\$ -	\$ 165,000	\$ 30,000	\$ -
Total	\$ 825,000	\$ 775,000	\$ 290,000	\$ 155,000	\$ -
		RST	\$ 90,000	\$ 90,000	\$ 90,000
		<i>O. mykiss</i>	\$ 60,000	\$ 60,000	\$ 60,000

BOARD AGENDA REPORT

Date: January 19, 2023
Staff: Chris Tuggle

SUBJECT: Forest Road 4N88 (Peeled Onion Road) Rock Slide Removal.

RECOMMENDED ACTION: Approve cost estimate to remove the 4N88 (Peeled Onion) Rock Slide.

BACKGROUND AND/OR HISTORY:

Tri-Dam Project requests approval to repair the 4N88 (Peeled Onion Road) Rock Slide from December 31, 2022. The Rock Slide repairs and removal are estimated to be \$80,879.66. The 4N88 road is our access to the Sandbar Powerhouse, and currently, we are using PG&E access through the Spring Gap Road to do our weekly checks. PG&E does not plow this road regularly, and in extreme weather, accesses this area with a Snow Cat or requests the currently unavailable Tri-Dam access. Tri-Dam Project is seeking approval to move forward with the repair as soon as possible to return our operations to regular status.

FISCAL IMPACT: Estimated Cost: \$100,000.00

Delivery for equipment and trucks:	\$5,000.00
Pioneer Equipment Excavator:	\$13,200.00
Pioneer Equipment Hydraulic Breaker:	\$13,200.00
Pape' Haul Truck:	\$21,128.25
Njirich and Sons Boulder Blaster Certified Contractor:	\$7,500.00
Drill and Bits:	\$7,500.00
Boulder Buster:	\$5,750.00
250 Cartridges for Boulder Buster:	\$3,750.00
5% Contingency:	\$3,851.41

Tri-Dam Estimate: \$80,879.66

The remaining funds will be used for unforeseen road repairs.

ATTACHMENTS: Quotes from Holt of California, Pioneer Machinery Equipment Rentals, Njirich and Sons, Inc., Boulder Buster and bids for drill and drill bits.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Sheet #	Description of Work	Material	Labor/Hrs
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

Material Quotations

Total Material Quotations	

Sub Totals - Mat'l Costs & Labor Hours		
Other Mat's Costs & Labor hours		
Material Quotations		
Sub Total Mat'l Costs		
Material Mark-up In %	10.00%	
Sub Total Mat'l Costs + Mark-up		
Sales Tax In %	7.875%	
Total Material Costs		

Direct Job Costs

Delivery for Trucks	\$5,000.00
Pioneer Equipment Excavator	\$13,200.00
Pioneer Equipment Hydraulic Breake	\$13,200.00
Pape' Haul Trucks	\$21,128.25
Njirich and Son's Inc	\$7,500.00
Drill and Bits	\$7,500.00
Boulder Buster	\$5,750.00
250 Cartridges	\$3,750.00
Direct Job Costs:	\$77,028.25

Total Labor Hours	
Average Labor Rate	X 85
Total Labor Costs	

Totals

Total Labor	
Total Material W/Mark-up & Tax	
Direct Job Costs	\$77,028.25
Sub Total	\$77,028.25
Contingency in %	5.00% \$3,851.41
Bonding	
Other	
Selling Price	\$80,879.66

Chris Tuggle

From: Jim Willis <jwillis@pioneeremch.com>
Sent: Wednesday, January 4, 2023 12:26 PM
To: Steve Magney
Subject: Equipment rental quote

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is the information you requested I will need to check on haul trucks we don't have any in our fleet.

Cat 336e with thumb, quick coupler and bkt.

Day \$1,500

Week \$5,500

Month \$13,200

No sales tax I took 12% off the book rate.

Cat H160 breaker

Same price as excavator

Trucking is 150 per hr plus any additional permits or pilot cars.



PAPÉ MACHINERY

Equipment Rental Proposal

Prepared By:

Lea Foote

Rental Manager

8621 South El Dorado Street French Camp, CA 95231-9750	Cell (559) 977-2662	Toll Free (209) 983-8122	Fax -
	Email	lfoote@papemachinery.com	

Proposal Date*	1/11/23
----------------	---------

*Proposal valid for 30 days from date listed

Contractor/Customer Name	Tri Dam Project
Contact Name	Steve
Contact Phone Number	209-559-0901
Contact Email	smagney@tridamproject.com
Contact Address	31885 Old Strawberry Rd Strawberry, CA 95375

FOB Location	31885 Old Strawberry Rd Strawberry, CA 95375
--------------	--

Description	Rental Rates			Rental		Estimated Total
	Day	Week	4 Week	Term		
JD 310 ADT	\$ 1,800.00	\$ 5,300.00	\$ 15,700.00	1	4W	\$ 15,700.00
	\$ -	\$ -	\$ -	1	4W	\$ -
				1	4W	

Taxable Misc Charge

Taxable Misc Charge

Non-Taxable Misc Charge

Non-Taxable Misc Charge

Hours: Standard usage is 8 hrs per day, 40 hrs per week, 160 hrs per 4 week period

This is not a rental agreement and is an expression of interest only. Rental of listed items is subject to availability and to the execution by both parties of a Papé Machinery rental agreement, which must be signed before or upon delivery.

Sub Total	\$	15,700.00
Taxable Misc Charge Total	\$	-
Non-Taxable Misc Charge Total	\$	-
Estimated Transportation	\$	4,000.00
Loss Damage Waiver	N	Declined
	0 \$	-
	0 \$	-
Estimated Sales Tax	7.25% \$	1,428.25
Estimated Total		\$21,128.25

Thank You For Choosing Papé Machinery

Comments:



1234 WEST CHARTER WAY, STOCKTON, CA 95206
 STOCKTON-2 (209) 482-3660

Rental Quote

Reference X02489

Date Out: 01/23/2023 Mon 08:00 AM
 Est. Date In: 02/20/2023 Mon 08:00 AM
 Delivery Date: 01/23/2023 Mon 08:00 AM

Jobsite: FOREST RTE 4N01
 Contact: STEVE MAGNEY
 Phone: 209 532 3838
 FOREST RTE 4N01 & 4N39
 TUOLUMNE, CA
 38°10'05.0"N 120°06'07.0"W
 38.168056, -120.101944

Customer: 910030
 Bill to: TRI DAM PROJECT
 PO BOX 1158
 PINE CREST, CA 95384

Signed By:
 Ordered By: STEVE MAGNEY
 Deliv Notes: "HOURLY HAUL FROM PORT TO PORT OF \$170.00 PER HOUR PLUS THE COST OF PERMITS & PILOT CARS IF APPLY"

Written By: Danielle Gonzales-Co
 Sales Rep: DANIELLE GONZALES-CORIA
 PO #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK
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- Quote is good for 30 days from created date. After this date the quote is subject to revision
- Price is based on availability

Rental Items

1.	HEX 336 CAB/AIR THUMB EXCAVATOR 120-1715	\$1,890.00	\$6,525.00	\$16,200.00	16,200.00
1.	HEX BKT 54" DB LINK EXCAVATOR 124-0261	\$0.00	\$0.00	\$0.00	.00
1	HEX BREAKER DB LINK EXCAVATOR 124-0516	\$1,530.00	\$5,284.00	\$13,777.00	13,777.00
ATLAS COPCO BREAKERS REQUIRE SPECIAL LUBE PASTE 12 TUBES OF PASTE ARE PROVIDED W/ EACH NEW RENTAL 1 TUBE OF PASTE IS INCLUDED FOR DAILY RENTALS 3 TUBES OF PASTE ARE INCLUDED FOR A WEEK RENTAL					



Rental Quote

Reference X02489

1234 WEST CHARTER WAY, STOCKTON, CA 95206
 STOCKTON-2 (209) 462-3660

Date Out: **01/23/2023 Mon 08:00 AM**
 Est. Date In: **02/20/2023 Mon 08:00 AM**
 Delivery Date:

Customer: 910030
 Bill to: **TRI DAM PROJECT**
PO BOX 1168
PINE CREST, CA 95364

Jobsite: **FOREST RTE 4N01**
 Contact: **STEVE MAGNEY**
 Phone: **209 532 3838**
FOREST RTE 4N01 & 4N39
TUOLUMNE, CA
38°10'05.0"N 120°06'07.0"W
38.168056, -120.101944

Signed By:
 Ordered By: **STEVE MAGNEY**

Written By: **Danielle Gonzales-Co**
 Sales Rep: **DANIELLE GONZALES-CORIA**
 PO #:

Deliv Notes: ***HOURLY HAUL FROM PORT TO PORT OF \$170.00 PER HOUR PLUS THE COST OF PERMITS & PILOT CARS IF APPLY***

QTY DESCRIPTION	DAY	WEEK	4WEEK
-----------------	-----	------	-------

Rental Items

12 TUBES OF PASTE ARE INCLUDED FOR A 4WEEK RENTAL
 RETURN THE UNUSED TUBES FOR CREDIT.

Miscellaneous Items

12	ATLASCOPCO PASTE	17.50 each	210.00
1	ENVIRON SRV FEE	40.00 each	40.00
1	PROPERTY TAX FEE	.75 %	224.83
State 7.25% Total Tax: 7.25%			2,207.76
Total:			32,659.59

AGREEMENT AND ACKNOWLEDGEMENT

Customer represents and warrants that Customer will comply with all requirements stated in the Terms and Conditions titled "Air Quality Requirements for Equipment", including but not limited to any specific requirements an agricultural source may have in registering the Equipment with the local air district.

SPECIAL OPERATOR AND INSPECTION REQUIREMENTS

Certain equipment rented by Holt can only be lawfully operated by individuals with special training and licenses. Examples of such equipment include, but are not limited to, forklifts, cranes, aerial lift equipment, off-road vehicles, heavy-duty trucks, trucks with trailers, passenger vans, etc., that have a gross vehicle weight rating of over 10,000 pounds. In addition, pursuant to the State of California's Basic Inspection of Terminal Program ("BIT Program"), nearly all commercial use vehicles that have a gross weight of rating of over 10,000 pounds must comply with all of the BIT Program's 90-day inspection requirements.

Customer represents and warrants that Customer will comply with all of the requirements stated in the Terms and Conditions titled "Special Operator and Inspection Requirements".

CARB REGULATIONS When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/insprog/dieselordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICER. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS NOT A PURCHASE AGREEMENT. CUSTOMER HAS NO RIGHT OR OPTION TO PURCHASE THE EQUIPMENT BASED ON THIS AGREEMENT.

RENTAL EQUIPMENT PROTECTION ("REP"). Customer acknowledges receipt of REP offered to Customer at www.holtca.com/rental/REP and hereby ACCEPT _____ DECLINE _____

I warrant the Lessee shown above and/or have the authority to contract as agent for Lessee. A faxed copy of this completed document may serve as the original. I warrant that the Equipment will be used only at the Jobsite location unless prior written consent is obtained from Holt of California.

Holt of California Employee Signature	Employee Print Name	Customer Print Name	Title
Date Delivered _____	Time _____ AM / PM	Customer Signature _____	
Date Returned _____	Time _____ AM / PM	Received, Holt of California _____	
Date Called Off _____	Time _____ AM / PM	Called Off By _____	



1234 WEST CHARTER WAY, STOCKTON, CA 95206
 STOCKTON-2 (209) 462-3660

Rental Quote

Reference X02495

Date Out: 01/23/2023 Mon 08:00 AM
 Est. Date In: 02/20/2023 Mon 08:00 AM
 Delivery Date: 01/23/2023 Mon 08:00 AM

Jobsite: FOREST RTE 4N01
 Contact: STEVE MAGNEY
 Phone: 209-559-0901
 FOREST RTE 4N01 & 4N39
 TUOLUMNE, CA
 38°10'05.0"N 120°06'07.0"W
 38.168056, -120.101944

Customer: 910030
 Bill to: TRI DAM PROJECT
 PO BOX 1158
 PINE CREST, CA 95364

Signed By:
 Ordered By: STEVE MAGNEY
 Deliv Notes: *HOURLY HAUL FROM PORT TO PORT OF \$176.00 PER HOUR PLUS THE COST OF PERMITS & PILOT CARS IF APPLY*

Written By: Danielle Gonzales-Co
 Sales Rep: DANIELLE GONZALES-CORIA
 PO #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK
-----	-------------	-----	------	-------

- Quote is good for 30 days from created date. After this date the quote is subject to revision
- Price is based on availability

Rental Items

1	ARTICULATED DUMP TRUCK 730 580-0250	\$2,400.00	\$6,850.00	\$18,975.00	18,975.00
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Miscellaneous Items

1	PROPERTY TAX FEE		.75 %		142.31
1	ENVIRON SRV FEE		40.00 each		40.00
	State 7.25% Total Tax: 7.25%				1,388.90
Total:					20,546.21

AGREEMENT AND ACKNOWLEDGEMENT

Customer represents and warrants that Customer will comply with all requirements stated in the Terms and Conditions titled "Air Quality Requirements for Equipment", including but not limited to any specific requirements an agricultural source may have in registering the Equipment with the local air district.

SPECIAL OPERATOR AND INSPECTION REQUIREMENTS

Certain equipment rented by Holt can only be lawfully operated by individuals with special training and licenses. Examples of such equipment include, but are not limited to, forklifts, cranes, aerial lift equipment, off-road vehicles, heavy-duty trucks, trucks with trailers, passenger vans, etc., that have a gross vehicle weight rating of over 10,000 pounds. In addition, pursuant to the State of California's Basic Inspection Terminal Program ("BIT Program"), nearly all commercial use vehicles that have a gross weight of rating of over 10,000 pounds must comply with all of the BIT Program's 90-day inspection requirements.

Customer represents and warrants that Customer will comply with all of the requirements stated in the Terms and Conditions titled "Special Operator and Inspection Requirements".

CARB REGULATIONS When operated in California, any on-road heavy-duty diesel vehicle, alternative-fuelled vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/asprog/diesel/ort/rtldeal.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICER. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS NOT A PURCHASE AGREEMENT. CUSTOMER HAS NO RIGHT OR OPTION TO PURCHASE THE EQUIPMENT BASED ON THIS AGREEMENT.

RENTAL EQUIPMENT PROTECTION ("REP") Customer acknowledges receipt of REP offered to Customer at www.holtca.com/rental/REP and hereby ACCEPT _____ DECLINE _____

I warrant the Lessee shown above and/or have the authority to contract as agent for Lessee. A faxed copy of this completed document may serve as the original. I warrant that the Equipment will be used only at the Jobsite location unless prior written consent is obtained from Holt of California.

Holt of California Employee Signature	Employee Print Name	Customer Print Name	Title
Date Delivered _____	Time _____ AM / PM	Customer Signature _____	
Date Returned _____	Time _____ AM / PM	Received, Holt of California _____	
Date Called Off _____	Time _____ AM / PM	Called Off By _____	

Chris Tuggle

From: nick@njirichandsons.com
Sent: Tuesday, January 10, 2023 2:52 PM
To: Steve Magney
Cc: 'Cory Njirich'
Subject: Adjusted Rental Rates

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Steve,

See below updated rates:

CAT 730 Haul Truck: \$21,500.00/Month
CAT 336 Excavator: \$19,000.00/Month
HB3100 Breaker: \$14,000.00/Month
Mobilization (One Way Upcountry): \$1,500.00/EA
Supervisor W/Truck and Boulder Buster: \$2,500.00/Day
Boulder Buster Charge: \$15/Cartridge

Thanks,



Nick Njirich
Njirich & Sons, Inc.
LIC #573731
(415) 830-7150

[Q \(/search.aspx\)](/search.aspx)

[\(tel:\)](/tel/)

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[HOME \(HTTPS://WWW.JIMSLIMSTOOLS.COM/\)](https://www.jimslimstools.com/) :: [SHOP BY MANUFACTURER \(/DEPARTMENTS/SHOP-BY-MANUFACTURER.ASPX\)](/DEPARTMENTS/SHOP-BY-MANUFACTURER.ASPX)
:: [CHICAGO PNEUMATIC CONSTRUCTION TOOLS \(/DEPARTMENTS/SHOP-BY-MANUFACTURER/CHICAGO-PNEUMATIC-CONSTRUCTION-TOOLS.ASPX\)](/DEPARTMENTS/SHOP-BY-MANUFACTURER/CHICAGO-PNEUMATIC-CONSTRUCTION-TOOLS.ASPX) :: [AIR TOOLS/PNEUMATIC TOOLS \(/DEPARTMENTS/SHOP-BY-MANUFACTURER/CHICAGO-PNEUMATIC-CONSTRUCTION-TOOLS/AIR-TOOLS/PNEUMATIC-TOOLS.ASPX\)](/DEPARTMENTS/SHOP-BY-MANUFACTURER/CHICAGO-PNEUMATIC-CONSTRUCTION-TOOLS/AIR-TOOLS/PNEUMATIC-TOOLS.ASPX) :: [ROCK DRILLS - SINKER DRILLS \(/DEPARTMENTS/SHOP-BY-MANUFACTURER/CHICAGO-PNEUMATIC-CONSTRUCTION-TOOLS/AIR-TOOLS/PNEUMATIC-TOOLS/AIR-TOOLS/PNEUMATIC-TOOLS.ASPX\)](/DEPARTMENTS/SHOP-BY-MANUFACTURER/CHICAGO-PNEUMATIC-CONSTRUCTION-TOOLS/AIR-TOOLS/PNEUMATIC-TOOLS/AIR-TOOLS/PNEUMATIC-TOOLS/AIR-TOOLS/PNEUMATIC-TOOLS.ASPX) :: [CHICAGO PNEUMATIC CP0032A SINKER CONCRETE ROCK DRILL - 7/8IN. X 3-1/4IN.](#)

Chicago Pneumatic CP0032A Sinker Concrete Rock Drill - 7/8in. x 3-1/4in.

[< \(/Products/Chicago-Pneumatic-CP0032a-Sinker-Concrete-Rock-Drill-78in-x-4-14in__8900002013.aspx\)](/Products/Chicago-Pneumatic-CP0032a-Sinker-Concrete-Rock-Drill-78in-x-4-14in__8900002013.aspx)

[> \(/Products/Chicago-Pneumatic-CP0032A-Sinker-Concrete-Rock-Drill-1in-x-4-14in__8900002016.aspx\)](/Products/Chicago-Pneumatic-CP0032A-Sinker-Concrete-Rock-Drill-1in-x-4-14in__8900002016.aspx)

SKU: 8900002017 [Review this product](#)

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List Price

~~\$3,276.00~~

Your Price

\$2,340.00

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/ **Ingersoll Rand H Thread-Jack Rods, 1 in x 4 1/4 in x 24 in, Hex, 1 EA, #50354596**

INGERSOLL RAND

Ingersoll Rand H Thread-Jack Rods, 1 in x 4 1/4 in x 24 in, Hex, 1 EA, #50354596

SKU: OR-383-50354596

Weight: 1.00 LBS

[Write a Review](#)

Availability: Ships from manufacturer. Lead times may vary.





Note: The image displayed is a representation of the product. Product dimensions, finish, head type, and thread length may differ from picture. Products are guaranteed to meet the specification to which they are manufactured. Please email us with any questions.

\$154.67

Quantity:

▼ 1 ▲

ADD TO CART

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Product Description

Special Order - This is a special order item and cannot be canceled or returned.

Other Details

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/ Pneumatic Chisels & Steel
/ **Ingersoll Rand H Thread-Jack Rods, 1 in x 4 1/4 in x 48 in, Hex, 1 EA, #50283183**

INGERSOLL RAND

Ingersoll Rand H Thread-Jack Rods, 1 in x 4 1/4 in x 48 in, Hex, 1 EA, #50283183

SKU: OR-383-50283183

Weight: 1.00 LBS

[Write a Review](#)

Availability: Ships from manufacturer. Lead times may vary.





Note: The image displayed is a representation of the product. Product dimensions, finish, head type, and thread length may differ from picture. Products are guaranteed to meet the specification to which they are manufactured. Please email us with any questions.

\$236.73

Quantity:

▼ 1 ▲

ADD TO CART

ADD TO WISH LIST

Product Description

Special Order - This is a special order item and cannot be canceled or returned.

• ...

Other Details

Request A Quote

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Search using Keyword or Part #



Home / All Products / Hydraulics & Pneumatics / Pneumatic Demolition Tools
/ Pneumatic Chisels & Steel
/ **Ingersoll Rand H Thread-Jack Rods, 72 in, 7/8 in Dia., Hex, 1 EA, #50712975**

INGERSOLL RAND

Ingersoll Rand H Thread-Jack Rods, 72 in, 7/8 in Dia., Hex, 1 EA, #50712975

SKU: OR-383-50712975

Weight: 1.00 LBS

[Write a Review](#)

Availability: Ships from manufacturer. Lead times may vary.





Note: The image displayed is a representation of the product. Product dimensions, finish, head type, and thread length may differ from picture. Products are guaranteed to meet the specification to which they are manufactured. Please email us with any questions.

\$333.54

Quantity:

▼ 1 ▲

ADD TO CART

ADD TO WISH LIST

Product Description

Special Order - This is a special order item and cannot be canceled or returned.

• ...

Other Details



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INGERSOLL RAND Drill Rod: 7/8 in x 4 1/4...



INGERSOLL RAND Drill Rod: 7/8 in x 4 1/4 in Hex, H Thread, 24 in Overall Lg, Steel

Item 1AJD2

Mfr. Model 51233690

Web Price ⓘ
\$196.91 / each

Qty

Ship Pickup

Expected to arrive
Thu. Jan 12.

Ship to 94536 | [Change](#)

Shipping Weight **5.2 lbs**
[Ship Availability Terms](#)

[Add to List](#)

Product Details [Catalog Page N/A](#)

Product Type **Drill Rod**

Shank Size **7/8 in x 4-1/4 in**

Thread Type **H Thread**

Overall Length **24 in**

Material **Steel**

Brand **INGERSOLL RAND**

Compatible with Product Type **Jackhammer Bits**

Hex Size **7/8 in**

Shank Length **4-1/4 in**

Shank Shape **Hex**

Displayed Brand **INGERSOLL RAND**

Manufacturer Part Number **51233690**

Alternate Products

INGERSOLL RAND Drill Rod: 7/8 in x 4 1/4 in Hex, H Thread, 48 in Overall Lg, Steel

Item 1AJD4

Web Price ⓘ
\$266.00 / each

Qty



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INGERSOLL RAND Drill Rod: 1 in x 4 1/4...



INGERSOLL RAND Drill Rod: 1 in x 4 1/4 in Hex, H Thread, 48 in Overall Lg, Steel

Item 1AJD5

Mfr. Model 50283183

Web Price ⁱ
\$306.99 / each

Qty:

Ship Pickup

Expected to arrive
Thu. Jan 12.

Ship to 94536 | [Change](#)

Shipping Weight **6.5 lbs**
[Ship Availability Terms](#)

[Add to List](#)

Product Details [Catalog Page N/A](#)

Product Type **Drill Rod**

Shank Size **1 in x 4-1/4 in**

Thread Type **H Thread**

Overall Length **48 in**

Material **Steel**

Brand **INGERSOLL RAND**

Compatible with Product Type **Jackhammer Bits**

Hex Size **1 in**

Shank Length **4-1/4 in**

Shank Shape **Hex**

Displayed Brand **INGERSOLL RAND**

Manufacturer Part Number **50283183**

Alternate Products

INGERSOLL RAND Drill Rod: 1 in x 4 1/4 in Hex, H Thread, 72 in Overall Lg, Steel

Item **1AJD7**

Web Price ⁱ
\$332.76 / each

Qty:



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INGERSOLL RAND Drill Rod: 1 in x 4 1/4...



INGERSOLL RAND Drill Rod: 1 in x 4 1/4 in Hex, H Thread, 72 in Overall Lg, Steel

Item 1AJD7
Mfr. Model 50283696

Web Price ⓘ
\$332.76 / each

This item requires special shipping, additional charges may apply.

Qty 1

Ship Pickup

Expected to arrive
Tue. Jan 17.

Ship to 94536 | [Change](#)

Shipping Weight 17.43 lbs

[Ship Availability Terms](#)

[Add to List](#)

Product Details [Catalog Page N/A](#)

Product Type **Drill Rod**

Shank Size **1 in x 4-1/4 in**

Thread Type **H Thread**

Overall Length **72 in**

Material **Steel**

Brand **INGERSOLL RAND**

Compatible with Product Type **Jackhammer Bits**

Hex Size **1 in**

Shank Length **4-1/4 in**

Shank Shape **Hex**

Displayed Brand **INGERSOLL RAND**

Manufacturer Part Number **50283696**

Alternate Products



INGERSOLL RAND Drill Rod: 1 in x 4 1/4 in Hex, H Thread, 48 in Overall Lg, Steel

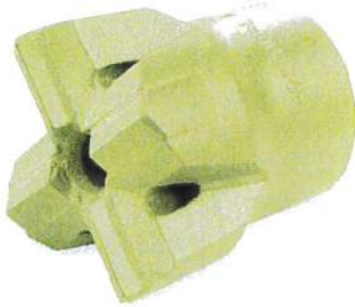
Item 1AJD5

Web Price ⓘ



[Product Categories](#) / [Pneumatics](#) / [Pneumatic Tools](#) / [Rock Drill Rods & Rod Tips](#) /

INGERSOLL RAND Carbide Tipped Drill Bit...



INGERSOLL RAND Carbide Tipped Drill Bit: H Thread, 1 1/2 in Drill Dia, 1 1/2 in Overall Lg, Steel

Item 1AJD8
Mfr. Model 51248300

Web Price ⁱ
\$115.71 / each

Qty: 1

Ship Pickup

Expected to arrive
Thu. Jan 12.
Ship to 94536 | [Change](#)

Shipping Weight 0.6 lbs
[Ship Availability Terms](#)

[Add to List](#)

Product Details [Catalog Page N/A](#)

Product Type **Drill Rod Tip**

Thread Type **H Thread**

Overall Length **1-1/2 in**

Drill Diameter **1-1/2 in**

Material **Steel**

Brand **INGERSOLL RAND**

Application **Drilling**

Bit Type **Jackhammer Bit**

Compatible Drill Rod Size **1-1/2 in**

Compatible Tool Type **Jackhammer**

Displayed Brand **INGERSOLL RAND**

Manufacturer Part Number **51248300**

Alternate Products



INGERSOLL RAND
Carbide Tipped Drill Bit: H
Thread, 1 3/4 in Drill Dia,
1 3/4 in Overall Lg, Steel
Item 1AJD9

Web Price ⁱ
\$185.21 / each

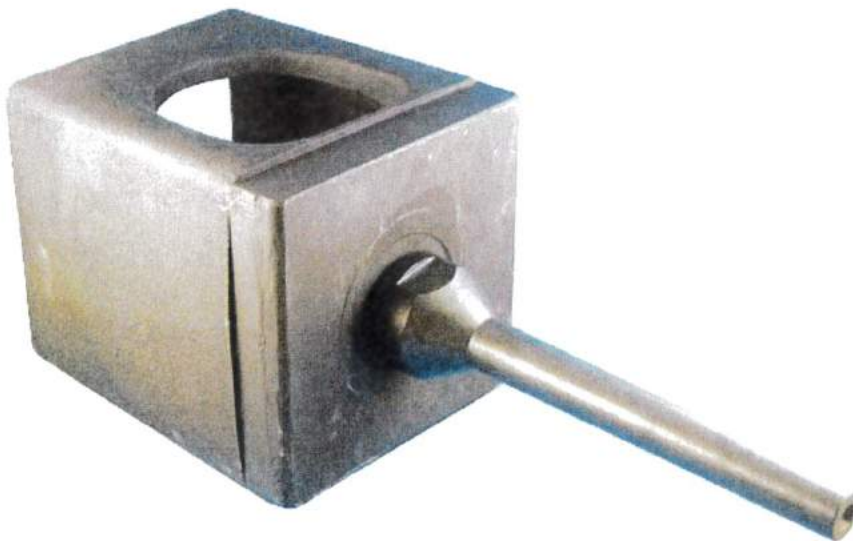
Qty: 1



To place an order, please review the items that you require and then click the EMAIL ORDER button. A standard email page will come onto the screen. From there you can itemize the part number and quantity you wish to order. Please also indicate your name, company and phone number on the email so we can contact you for order confirmation or pass along other relevant product notices. You can also add any other questions that you would like us to address when we confirm the order.

Email Orders

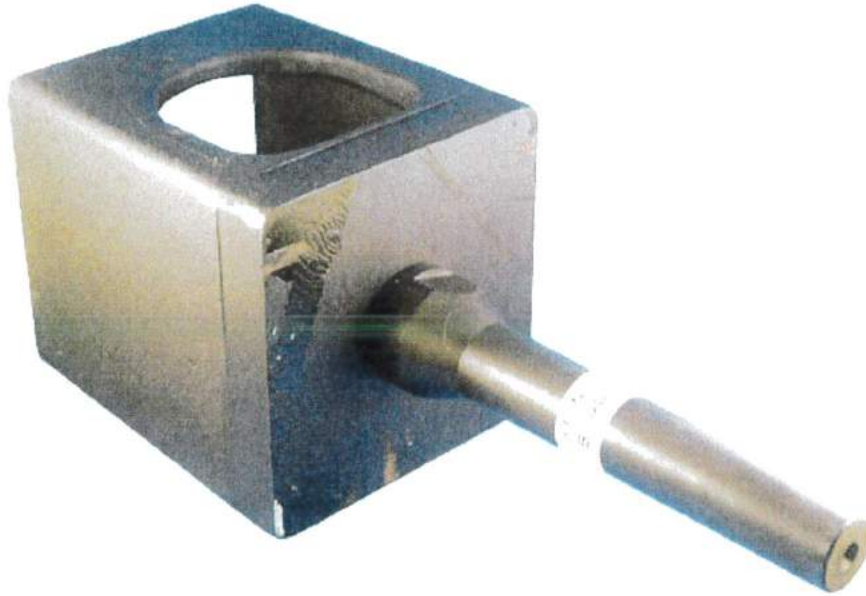
<mailto:cs@boulderbuster.com>



MT 100 – Magnum Buster™ Complete – 1.0 Inch Drill Hole

Kit comes complete with safety mat, auxillary weight, lanyard, tools and instructions.

\$5,000.00



MT 150 – Magnum Buster™ Complete – 1.5 Inch Drill Hole

Kit comes complete with safety mat, auxiliary weight, lanyard, tools, and instructions.

\$5,000.00



CARTRIDGE WINGS
Cartridges float and will position automatically near the top of the drill hole below the ignition Barrel in order to position cartridges in an exact or other desired location or spacing use the enclosed Cartridge Wings.
Place the Wing over the cartridge and slide it (from the cartridge bottom) to the slight ridge that is about 1 inch below the cartridge top.
Push the wing fitted cartridge to the desired drill hole position with a section of 1/2 inch PVC water pipe.
Part No - C001

C001 – Cartridge Positioning Wings

Field fit positioning wings.

– Package of 100

\$100.00



C010 – Initiation Cartridges – No. 1

Magnum Buster Breach fit initiation cartridges.

– Box of 100

\$100.00



C110 – Power Cartridge Parts – No. 10

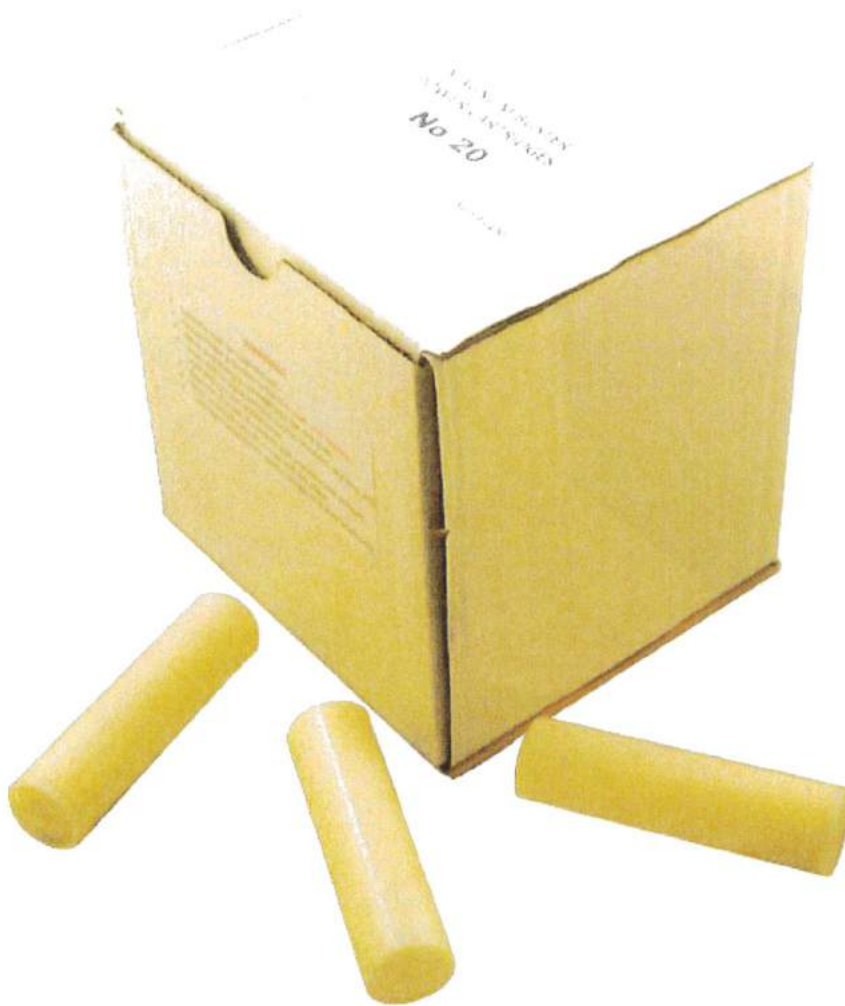
Light-Charge for use in smaller boulders.

- Box of 100
- Box of 50
- Box of 25

\$700.00

\$350.00

\$180.00



C120 – Power Cartridge Parts – No. 20

Medium-Charge for use in medium to large boulders.

- Box of 100
- Box of 50
- Box of 25

\$850.00

\$425.00

\$215.00



C130 – Power Cartridge Parts – No. 30

Heavy-Charge for use in very large boulders.

- Box of 100
- Box of 50
- Box of 25

\$1,000.00

\$500.00

\$260.00



T024 – Compound Torsion Spring

Main Spring that drives the hammer.

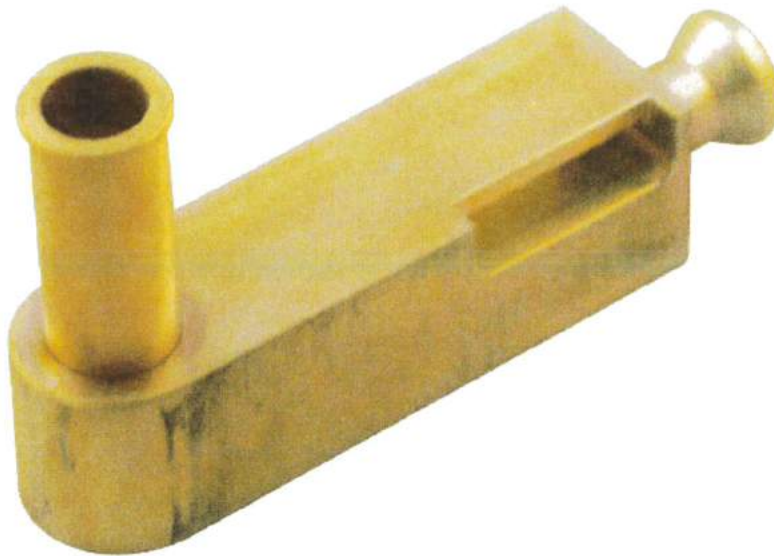
\$300.00



T022 – Breach Plug

Breach plug for chambering the Initiation Cartridge.

\$750.00



T020 – Hammer and Bushing

Heavy hammer mass for initiating Initiation Cartridges.

\$800.00

Please call Customer Service to setup access – | [\(603\) 387- \(tel:+16033877964\)7964](tel:(603)387-7964) | – | csvr@boulderbuster.com
(<mailto:csvr@boulderbuster.com>) |

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BOARD AGENDA REPORT

Date: January 19, 2023

Staff: Summer Nicotero

SUBJECT: JPIA Member or Alternate Representative

RECOMMENDED ACTION: Discuss and designate member or alternate to attend JPIA meeting on behalf of Tri-Dam.

BACKGROUND AND/OR HISTORY:

Article 7 of the JPIA's Agreement addresses the JPIA's Board of Directors. In part, it states that the Authority (ACWA/JPIA) shall be governed by the Board of Directors which is composed of one representative from each Member, who shall be a member director selected by the governing board of that Member. Each Member, in addition to appointing its member of the Board, shall appoint at least one Alternate who shall be an officer, member of the governing board, or employee of that Member. The Directors and Alternates serve until a successor is appointed and at the pleasure of the Member by which he or she has been appointed. Each Director representing a Member, or his or her Alternate, shall have one vote.

FISCAL IMPACT: None

ATTACHMENTS: None

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Weststeyn (Yes/No) Spyksma (Yes/No)

BOARD AGENDA REPORT

Date: January 19, 2023

Staff: Sharon Cisneros

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION FOR DESIGNATION OF BANK ACCOUNT SIGNATORIES FOR THE TRI-DAM PROJECT

RECOMMENDED ACTION: Approve Adoption of the Resolution for Designation of Bank Account Signatories for the Tri-Dam Project on the Oak Valley Community Bank and the US Bank accounts

BACKGROUND AND/OR HISTORY:

The attached resolution is submitted for authorization of a new signatories and reaffirming prior signatories for the Oak Valley Community Bank and US Bank accounts held by the Tri-Dam Project.

The attached removes Jeffrey K. Shields from all bank accounts and adds Summer Nicotero, General Manager, Tri-Dam Project.

FISCAL IMPACT: None

ATTACHMENTS: Resolution TDP 2023-01, Designation of Bank Accounts and Signatories

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM PROJECT
Oakdale Irrigation District
South San Joaquin Irrigation District**

RESOLUTION NO. TDP 2023-01

DESIGNATION OF BANK ACCOUNTS AND SIGNATORIES

WHEREAS, the Joint Board of Directors of said Tri-Dam Project desires that specific persons be authorized to deposit funds in and withdraw funds from said accounts, with the full power to endorse and sign documents required to accomplish such purposes.

NOW THEREFORE, BE IT RESOLVED, that the specific accounts referred to and the persons designated to sign on each of said accounts together with their respective official titles, are as follows:

BANK: Oak Valley Community Bank (All accounts)
 US Bank (All accounts)

CHECK SIGNATORIES:

Peter M. Rietkerk, General Manager, South San Joaquin Irrigation District
Scot A. Moody, General Manager, Oakdale Irrigation District
Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District
Sonya Williams, Finance and Administration Manager, South San Joaquin Irrigation District
Summer Nicotero, General Manager, Tri-Dam Project

BE IT FURTHER RESOLVED, that two signatures from the “**CHECK SIGNATORIES**” listed above are required on checks.

PASSED AND ADOPTED, this 19th day of January 2023 by the following vote.

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

**AYES:
NOES:
ABSTAIN:
ABSENT:**

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Tom D. Orvis, President

Mike Weststeyn, President

Scot A. Moody, Secretary

Peter M. Rietkerk, Secretary

BOARD AGENDA REPORT

Date: January 19, 2023
Staff: Sharon Cisneros

SUBJECT: Review and Take Possible Action to Approve the Tri-Dam Project Semi-Annual Distribution

RECOMMENDED ACTION: Adopt Resolution TDP 2023-02 approving the Semi-Annual Distribution to Oakdale Irrigation District and South San Joaquin Irrigation District.

BACKGROUND AND/OR HISTORY:

At the Tri-Dam Project Joint Board of Directors meeting held on February 17, 2022, the Joint Board adopted Tri-Dam Project Resolution 2022-04, to revise the Reserve fund requirements by combining the reserve funds into one account and setting the fully funded amount at \$15 million. Resolution 2022-04 further provided that semi-annually, in January and July, available funds will first be used to replenish the Reserve Fund in an amount equal to the lesser of \$750,000, or the amount which will bring the total reserves to \$15 million.

After the required reserve allocation, a Distribution will be made to the Districts from all remaining available funds in equal shares. Available funds were defined as all cash and investments held by Tri-Dam, less Reserve funds plus day-to-day operating cash requirements of \$2.0 million.

The total Reserves for the Tri-Dam entities totals \$15,719,886 as detailed below. No transfers are required at this time to comply with the policy.

<u>Reserves</u>	<u>12/31/2022</u>
Project	\$ 14,623,045
Authority	1,096,841
Total Reserves	\$ 15,719,886

The remaining available funds as calculated on the attached Tri-Dam Project Distribution Worksheet total \$9,138,000 which results in a distribution to each District of \$4,569,000.

FISCAL IMPACT: \$9,138,000

ATTACHMENTS: Tri-Dam Project Distribution Worksheet
Tri-Dam Project Resolution TDP 2023-02

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



Tri-Dam Project

September 2022 Distribution

	12/31/2022	6/30/2022
Cash and Investments		
Cash in Bank (OVCB)	11,137,874	14,452,468
Reserves (market value)	14,623,045	13,837,604
Total Cash & Investments	25,760,919	28,290,072
Less:		
Reserves (market value)	(14,623,045)	(13,837,604)
Day-to-Day Operating Cash	(2,000,000)	(2,000,000)
	(16,623,045)	(15,837,604)
Available Funds	9,137,874	12,452,468
Less Repayment to Reserve	-	(750,000)
Total District Distribution	9,137,874	11,702,468
Distribution per District (rounded)	4,569,000	5,850,000

Total Distributions - Project	2017	2018	2019	2020	2021	2022
	32,773,000	21,119,000	18,252,000	25,142,000	10,958,000	9,850,000
Total Distributions - Authority	1,384,000	7,383,000	4,868,000	6,439,000	2,504,000	400,000
Combined Distributions	34,157,000	28,502,000	23,120,000	31,581,000	13,462,000	10,250,000

<u>Reserves</u>	<u>12/31/2022</u>
Project	\$ 14,623,045
Authority	1,096,841
Total Reserves	\$ 15,719,886

**TRI-DAM PROJECT
RESOLUTION NO. TDP 2023-02
RESOLUTION AUTHORIZING SEMI-ANNUAL
FUND DISTRIBUTIONS**

BE IT RESOLVED, that the Board of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District (“Joint Boards” and “Districts”) meeting as the Joint Boards of Directors of the Tri-Dam Project (Project) adopt this Resolution.

WHEREAS, the Joint Boards have adopted Tri-Dam Project Resolution 2022-04, dated February 17, 2022 rescinding and superseding all previous resolutions and,

WHEREAS, the Joint Boards have received and reviewed written information pertaining the amount of current financial reserves of Tri-Dam Project and,

WHEREAS, the Joint Boards finds that the requirements of Resolution 2022-04 have been met and,

WHEREAS, the Joint Boards finds that funds are being held by Tri-Dam Project that are in excess of the Project’s current and near-term business needs and,

WHEREAS, the Joint Boards finds that such excess funds may be more beneficially applied to District needs and requirements.

NOW THEREFORE, the Joint Boards of Directors hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference.
2. Determines that funds in the total amount of \$9,138,000 are available for distribution to the Districts;
3. Directs that such distribution shall be made no later than January 31, 2023.
4. Directs the Tri-Dam Project General Manager and Interim Finance Manager to make such distribution, one-half to each District, in a time and manner as is reasonably practical pursuant to the terms of this Resolution.

PASSED AND ADOPTED by the Joint Board of Directors of the OAKDALE IRRIGATION DISTRICT and of the SOUTH SAN JOAQUIN IRRIGATION DISTRICT for the TRI-DAM PROJECT this 19th day of January, 2023, by the following vote:

OAKDALE IRRIGATION DISTRICT

AYES:

NOES:

ABSENT:

OAKDALE IRRIGATION DISTRICT

Tom D. Orvis, President

Scot A. Moody, Secretary

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Mike Weststeyn, President

Peter M. Rietkerk, Secretary

BOARD AGENDA REPORT

Date: January 19, 2023

Staff: Summer Nicotero

SUBJECT: POWER PURCHASE AGREEMENT

RECOMMENDED ACTION: Authorize General Manager to Execute Contract

BACKGROUND AND/OR HISTORY:

I worked with Jeff, Z Global, and Santa Clara staff to finalize the contract to be considered for approval. The contract has been reviewed by District counsel and all outstanding issues were resolved with the team. The City of Santa Clara City Council approved the contract on January 10th. We are proposing to move forward with the declining rate structure rather than an average over the five year term. The contract is included for your review.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**POWER PURCHASE AND SALE AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA AND
THE TRI-DAM PROJECT AND TRI-DAM POWER AUTHORITY**

PREAMBLE

This Power Purchase and Sale Agreement (the "Agreement" or "Power Purchase Agreement") is made and entered into as of the ("Effective Date"), by and between the City of Santa Clara, California, a chartered California municipal corporation ("City" or "Buyer"), the Tri-Dam Project, a joint venture between the Oakdale Irrigation District and the South San Joaquin Irrigation District, and the Tri-Dam Power Authority, a California Joint Powers Authority between the Oakdale Irrigation District and the South San Joaquin Irrigation District. The Tri-Dam Project together with the Tri-Dam Power Authority shall be referred to as "Seller".

RECITALS

- A. Seller owns and operates several multi-purpose dams and reservoirs on the Stanislaus River which it uses for water supply and hydroelectric generation purposes including four existing hydroelectric generating plants operating under separate FERC licenses: The Donnells Powerhouse (72 MWs), the Tulloch Powerhouse (25.7 MWs), the Beardsley Powerhouse (11.2 MW) and the Sandbar Powerhouse (16.2 MWs) (each a "Generating Facility" and collectively the "Generating Facilities").
- B. The Donnells and Beardsley Powerhouses operate under FERC license No. 2005, the terms of which extend to December 31, 2045. The Tulloch Powerhouse operates under FERC license No. 2067, the terms of which extend to December 31, 2045.
- C. The Sandbar Powerhouse operates under FERC license No. 2975 the terms of which extend to August 31, 2033.
- D. The Tulloch, Beardsley, and Sandbar Powerhouses ("Renewable Facilities") are Eligible Renewable Energy Resources ("ERR.s") certified by the California Energy Commission.
- E. On October 8, 2013, Buyer and Seller entered into a power purchase and sale agreement for the purchase of energy and other products from the Generating Facilities; however, that agreement terminates on December 31, 2023. Buyer desires to continue to purchase energy, renewable energy and related energy attributes from these facilities beyond this termination date; therefore, Buyer and Seller desire to enter into this new Agreement
- F. Under this Agreement, Seller intends to sell the output to the City from the Donnells, Tulloch, Sandbar and Beardsley Powerhouses commencing on January 1, 2024.
- G. Seller desires to sell, and City desires to purchase, on the terms set forth in this Agreement, the Net Electrical Output and Installed Capacity of the Generating Facilities, including but not limited to the Electrical Energy, the Capacity Attributes, and any Renewable Electricity and Environmental Attributes that may be available from the Generating Facilities (as further defined in Exhibit A, the "Product"). City shall retain the rights and title to all Environmental Attributes once delivered to the Delivery Point throughout the

Term of this Agreement.

- H. City intends to schedule the Generating Facilities into the CAISO markets in a manner that maximizes the value of the Product while adhering to any FERC license and water delivery requirements along with operating restrictions of the various Units.
- I. City and Seller desire to enter into this Agreement to confirm the specific terms and conditions of the purchase and sale of the Product.

Now, therefore, the Parties agree as follows:

ARTICLE I

INCORPORATION OF PREAMBLE AND RECITALS; DEFINITIONS

Section 1.01 Incorporation of Preamble and Recitals

The Parties agree and attest to the truth and accuracy of the provisions contained in the Preamble and Recitals set forth above. The provisions of the Preamble and Recitals are hereby incorporated and made a part of this Agreement by this reference. The Parties agree that this Agreement has been entered into, at least in part, in consideration of the provisions contained in the Preamble and Recitals, as well as the provisions contained in the balance of this Agreement.

Section 1.02 Definitions

Capitalized terms used in this Agreement, shall have the meanings set forth in Exhibit A, or in this Agreement, or any of the Exhibits hereto.

ARTICLE II

TERM; CONDITIONS PRECEDENT

Section 2.01 Term

Subject to the other provisions contained herein, this Agreement shall commence on the Effective Date and shall continue in full force until December 31, 2028, unless earlier terminated as provided herein.

Section 2.02 Generating Facilities

The Generating Facilities shall be as described in the Preamble and Exhibit B.

Section 2.03 Conditions Precedent

City shall have no obligation to purchase the Product from the Generating Facilities under this Agreement until Seller completes each of the following conditions (the "Conditions Precedent"):

- a) All systems necessary for continuous operation and metering have been tested and certified as required by CAISO;

- b) All applicable agreements between Seller and CAISO, and Seller and PG&E required for Delivery of the Product have been executed;
- c) All material regulatory authorizations, approvals and permits necessary for the operation of the Generating Facilities have been obtained;
- d) Seller shall assign to City the rights to register the Tulloch, Beardsley, and Sandbar Powerhouses with WREGIS so City may directly receive all WREGIS Certificates (associated with Renewable Energy Credits from the Net Electrical Output) to the City's WREGIS account during the term of this Agreement; and
- e) If the Conditions Precedent set forth in Sections 2.03(a)-(d) are not satisfied or waived in writing by both Parties on or before the date of first deliveries from Seller, then either Party may terminate this Agreement effective upon Notice by the other Party. Neither Party shall have any obligation or liability to the other, including for a Termination Payment or otherwise by reason of such termination.

ARTICLE III

OPERATIONAL COVENANTS

Section 3.01 Dedication of Product

After the respective Delivery Dates for the Tri-Dam Project and Tri-Dam Power Authority, and throughout the Term of this Agreement, the Product and all portions thereof shall be sold to and purchased by City hereunder on a Unit Contingent basis. Electricity delivered to City by Seller will be exclusively from the Generating Facilities set forth in this Agreement. Electricity from the Renewable Facilities shall be Eligible Renewable Electricity pursuant to laws and regulations in effect as of the Effective Date, and subject to Section 10.02. Seller shall take reasonably necessary actions to maintain the electricity as such Eligible Renewable Electricity. City and Seller recognize generation output and capacity of the Units may increase due to equipment upgrades or turbine/generator re-rates or decrease due to equipment limitations during the Term of this Agreement. Such changes shall be considered to be inclusive in the definition of all of Product sold.

Seller hereby provides and conveys all Environmental Attributes, Capacity Attributes, Ancillary Services Attributes, and Resource Adequacy Attributes from the Generating Facilities associated with Net Electrical Output as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Environmental Attributes, Capacity Attributes, Ancillary Decrease and Resource Adequacy Attributes associated with Net Electrical Output, subject to existing agreements expiring on or before the Delivery Dates in Recital F, and will never sell such Environmental Attributes, Capacity Attributes, Ancillary Services and Resource Adequacy Attributes associated with Net Electrical Output to any other party from and after the Delivery Dates in Recital F, while this Agreement is in effect. Seller agrees to convey and hereby conveys all such Capacity Attributes, Environmental Attributes, Ancillary Services and Resource Adequacy Attributes to City as included in the delivery of the Product from and after the Delivery Dates in Recital F.

Section 3.02 Insurance

Throughout the Term of this Agreement, Seller shall maintain insurance as specified in Exhibit C of this Agreement.

Section 3.03 City's Access Rights

With reasonable prior oral or written notice to Seller, City shall have the right of access to the Generating Facilities at reasonable hours for any purpose reasonably connected with this Agreement, provided that such access shall not materially interfere with the operations of the Generating Facilities.

Section 3.04 Operating Standards

Throughout the Term of this Agreement, Seller shall operate and maintain all Generating Facilities and associated reservoir levels substantially in accordance with (i) all applicable Governmental Approvals, (ii) generally accepted industry practices, and (iii) all applicable laws and regulations, and (iv) economic price signals as if Seller was seeking to maximize value of the Net Electrical Output on the wholesale market, and not through fixed price payments from Buyer.

Section 3.05 Availability

When any of the Generating Facilities are operating, Seller shall sell and deliver to City, and City shall purchase and take delivery of, all Product produced by or otherwise available from said Generating Facilities. There shall be no limit or contract capacity on the amount of Product Seller may deliver to Buyer at any time. After the Delivery Date and for the remainder of the Term of this Agreement, Seller shall use generally accepted industry practices to maintain the Generating Facilities such that they are available to produce the Net Electrical Output, associated Environmental Attributes, Capacity Attributes, Resource Adequacy Attributes and Ancillary Decrease Attributes, provided, however, that Seller shall not be so responsible for periods when:

- a) Seller is unable to perform its obligations due to a Force Majeure Event;
- b) A Planned Outage or Forced Outage occurs;
- c) A System Emergency occurs that requires Seller to reduce its generation level; or
- d) A Generating Facility is prevented from operating, or its operations are diminished or curtailed, due to acts or omissions of City, CAISO, or PG&E.

In the event of severe negative CAISO prices or other situations in which other attributes listed above may have greater value than the net energy, City may choose to request the Seller to spill water instead of generating to avoid paying the CAISO to generate. In the event of this scenario Seller shall be kept whole with regard to the Contract Price as if the spilled water was used to generate. The value of the avoided energy caused from bypassing water through the Units will be calculated using the established performance of the individual turbine/generator Units, the net head during the time the unit is bypassed, the volume of water bypassing the unit, and the contract price of the energy.

Notwithstanding the foregoing, Seller shall have no obligation hereunder to meet any minimum performance or availability requirements with respect to the Product (including Net Electrical Output and associated Environmental Attributes, Capacity Attributes, Ancillary Service and Resource Adequacy Attributes) or any portion thereof as long as Seller complies with its obligations set forth in Section 3.04; provided, however, to the extent that Seller reduces or limits the performance or availability of the Product, the Buyer shall not be obligated to pay the Contract Price for the undelivered Product components .

Notwithstanding any other provision of this Agreement, Seller and Buyer agree that Seller's operation of the Generating Facilities for hydroelectric generation in accordance with this Agreement shall be subordinate to Seller's right to use water for reasonable and beneficial uses in accordance with California State law as Seller in its sole discretion determines is necessary for the benefit of the Oakdale Irrigation District and the South San Joaquin Irrigation District. Subject to the foregoing described reasonable and beneficial uses by Seller, the Parties agree that Seller is required to operate the Generating Facilities consistent with its obligations set forth in Section 3.04.

ARTICLE IV

PURCHASE AND SALE OF PRODUCT

Section 4.01 Purchase and Sale of Product; Transmission

When any Generating Facility is operating, Seller shall sell and deliver to City at the Delivery Point for that Generating Facility, and City shall purchase and receive at the Delivery Point, the Product. In addition:

- a) Seller shall arrange for and shall be responsible for all risks, costs, and charges imposed on or associated with the Product, or its delivery, up to and at each Delivery Point, including all costs associated with metering up to and at each Delivery Point.
- b) City shall be responsible for any costs or charges imposed on or associated with the Product, or its receipt, after each Delivery Point.

Section 4.02 Scheduling and Scheduling Coordinator Services

Throughout the Term of this Agreement, City shall schedule and dispatch the Generating Facilities in accordance with CAISO Protocols and shall have the exclusive right, subject to the provisions of Section 3.05 and Exhibit D, to bid or schedule all Product from each Generating Facility at its discretion, and provide (or cause to be provided), at its own expense, and will be solely responsible for the performance of, all Scheduling Coordinator services required under the terms of this Agreement, the CAISO Tariff, applicable protocols and scheduling practices, and any other applicable law, rule or regulatory requirement applicable to Scheduling Coordinators, for the Generating Facilities. The City shall be fully responsible for all acts and omissions of the Scheduling Coordinator (whether the Scheduling Coordinator is the City or a third party). Seller agrees to sign and deliver any documentation necessary to:

- a) Designate City or City's designee as its Scheduling Coordinator; and

- b) Allow City or City's designee to perform its various Scheduling Coordinator duties including, but not limited to, scheduling output from the Generating Facilities in accordance with CAISO's Tariff.

City reserves the right to substitute another qualified, CAISO certified entity as Scheduling Coordinator upon reasonable advance notice to Seller. Seller reserves the right to approve the Scheduling Coordinator assigned by the City. Such approval shall not be unreasonably withheld.

Seller remains responsible for all fines or costs allocated to the Scheduling Coordinator for responsibilities associated with being the owner of the Generating Facilities.

ARTICLE V

OPERATING FORECASTS AND SCHEDULING PROTOCOLS

Seller shall coordinate all Generating Facility start-ups and shutdowns, in whole or in part, with City in accordance with the CAISO and the reasonable protocols established by the Seller and City as specified in Exhibit D [Operations Forecasts and Scheduling Protocols]. City shall be responsible to report all Generating Facility start-ups and shutdowns, in whole or in part, to the CAISO according to scheduling protocols of the CAISO.

ARTICLE VI

CONTRACT PRICE; GOVERNMENTAL CHARGES

Section 6.01 Contract Price

Except as set forth in this Agreement, City shall pay Seller, commencing on and after the Delivery Date and continuing through the Term, the Contract Price for the Product as set forth in Exhibit E [Contract Price].

Section 6.02 Interconnection Facilities

Seller shall maintain an Interconnection Agreement with PG&E (and CAISO, as applicable) or the appropriate participating transmission owner to enable the Generating Facilities to interconnect with the transmission system at the Delivery Point. Seller shall be responsible for and pay all its required costs and charges arising under the Interconnection Agreement in compliance with the Interconnection Agreement and applicable rules and requirements in place as of the Delivery Date (the "Seller's Interconnection Costs").

Section 6.03 Governmental Charges

Seller shall pay, or cause to be paid, all Governmental Charges on or with respect to the Net Electrical Output arising up to and at the Delivery Point. City shall pay, or cause to be paid, all Governmental Charges on or with respect to the Net Electrical Output after the Delivery Point. In the event Seller is required by law or regulation to remit or pay Governmental Charges which are City's responsibility hereunder, City shall promptly reimburse Seller for such Governmental Charges. If City is required by law or regulation to remit or pay Governmental Charges which are Seller's responsibility

hereunder, City may deduct the amount of any such Governmental Charges from the sums due to Seller under this Agreement. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

Section 6.04 Participating Generator Agreement and Meter Service Agreement

Seller will maintain a Participating Generator Agreement and a Meter Service Agreement for CAISO Metered Entities with the CAISO.

ARTICLE VII

METERING

Section 7.01 Metering

All Net Electrical Output from the Generating Facilities shall be metered, by CAISO revenue quality meters, at Generating Facility's Delivery Point as set forth in Exhibit B. All meters and equipment used for the measurement of the Net Electrical Output shall be provided, owned, maintained, inspected, and tested by or on behalf of Seller at Seller's sole cost and expense. Seller has installed primary metering equipment (current transformers and potential transformers) into the electrical systems of the Generating Facilities.

Section 7.02 Testing and Calibration

Seller shall perform, or cause to be performed, at its expense annual testing and calibration of the electric meters in accordance with generally accepted industry practice and all requirements of the CAISO Tariff and CAISO Meter Service Agreement. Seller shall give City reasonable advance notice of any inspection, testing, or calibration of the electric meters. City shall have the right to have a representative or designee present at such inspection, test, or calibration of the electric meters.

Section 7.03 Inaccurate Meters

If the electric meter(s) used for billing purposes is found to be inaccurate, Seller shall promptly cause such electric meter(s) to be corrected at its sole cost and in accordance with generally accepted industry practices and as may be required by the CAISO. Seller shall bear any and all costs, fines, or penalties imposed by the CAISO as a result of the inaccurate meters. Upon discovering an inaccuracy in the electric meter, Seller shall promptly recalculate all invoices to the extent necessary to correct any amounts billed in error as a result of such inaccuracy, but in such event of an inaccurate meter, City shall only be responsible to pay for Net Electrical Output that it is actually credited with receiving in accordance with the CAISO Tariff. If the time period of inaccuracy of the meter is not known, adjustment will be made in accordance with CAISO approved Tariff and, in such event of an inaccurate meter, City shall only be responsible to pay for Net Electrical Output that it is actually credited with receiving in accordance with the CAISO Tariff.

Section 7.04 Monitoring System

Seller agrees to provide all meter data to Buyer in a form acceptable to Buyer. Meter data will be provided to City through Northern California Power Agency's microwave equipment located at

Seller's communication equipment building located at Strawberry Peak. Seller, at a minimum, shall provide information regarding the Net Electrical Output of the Generating Facilities. Seller shall also provide City with readily available operating data for the Generating Facilities in a mutually acceptable electronic format. Seller shall authorize City, as part of City's Scheduling Coordinator decrease, to view the Generating Facilities' CAISO on-line meter data by identifying City as an authorized user with "read only" privileges.

Section 7.05 Billing Period

All invoices submitted pursuant to this Agreement shall be based on the calendar month. As soon as practicable after the last day of each month, but in no event later than the tenth (10th) day of the following month, each Party will render to the other Party an invoice for the payment obligations, if any, incurred hereunder during such calendar month.

Section 7.06 Timeliness of Payment

All invoices under this Agreement shall be due and payable on or before the later of the twentieth (20th) day of the month in which the invoice is received, or the tenth (10th) Business Day after receipt of the invoice ("Due Date"). Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the Due Date will be deemed delinquent and will accrue interest at the Interest Rate in effect on the Due Date, with such interest to be calculated from and including the Due Date to but excluding the date the delinquent amount is paid in full.

Section 7.07 Disputes and Adjustments

A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any invoice for any arithmetic or computational error within one hundred twenty (120) calendar days after the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed amount of the invoice shall be made when due (and subject to late charges in the same manner as if there had not been any dispute), along with notice of the dispute given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment in reasonable detail. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible. If the Parties are unable to resolve the dispute, the matter shall be resolved in accordance with the dispute resolution procedures described in Section 13.05. Upon resolution of the dispute by the Parties, any required payment or refund of any overpayment shall be made as a true up on the next month's billing cycle along with interest accrued at the Interest Rate from and including the Due Date, but excluding the date paid. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 7.07 within one hundred twenty (120) calendar days after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twenty-four (24) months after the close of the month during which electricity is delivered, the right to payment for such performance is waived.

ARTICLE VIII
EVENTS OF DEFAULT

Section 8.01 Events of Default

An "Event of Default" shall mean, with respect to a Party (the "Defaulting Party"), the occurrence of any of the following:

- a) Failure by a Party to make, when due, any payment required pursuant to this Agreement, if such failure is not remedied within fifteen (15) days after receipt of written notice from the other Party;
- b) Except as otherwise specified herein, failure by a Party to perform any other covenant or obligation set forth in this Agreement, if such failure is not remedied within sixty (60) days after receipt of written notice from the other Party; provided, however, that if the Party has commenced to cure its performance failure within the sixty (60) day period and thereafter continues to prosecute the curing of same with reasonable diligence, then the time within which such performance failure may be cured shall be extended for such period as may be reasonably necessary to complete the cure;
- c) Any representation or warranty made by a Party in this Agreement that is false or misleading in any material respect when made;
- d) A Party becomes bankrupt, or an involuntary proceeding is initiated against the Party under bankruptcy or insolvency laws, which involuntary proceeding remains undismissed for sixty (60) consecutive days; or
- e) Seller consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of Seller under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to City.

Section 8.02 Termination and Calculation of Settlement Amounts

- a) If an Event of Default shall have occurred and be continuing, the Party not in default (the "Non-Defaulting Party"), upon written notice to the Defaulting Party, shall have the right, in its sole discretion, to take any or all of the following actions: (i) to declare an early termination by providing a Notice of Termination, (ii) to withhold any payments due to the Defaulting Party under this Agreement, and (iii) to suspend performance: In the event of early termination, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, a settlement amount as of the Early Termination Date.
- b) As soon as practicable after a Notice of Termination has been delivered, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Settlement Amount, if any, due to the Non-Defaulting Party. The notice shall include a written statement

explaining in reasonable detail the calculation of such amount. The Settlement Amount shall be paid by the Defaulting Party to the Non-Defaulting Party within five (5) Business Days after the delivery of such notice.

- c) If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Settlement Amount, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of Non-Defaulting Party's calculation of the Settlement Amount, provide to the Non-Defaulting Party payment of the amount it admits it is owing and a detailed written explanation of the basis for such dispute. Resolutions of disputes under this section will be resolved using the dispute resolution process described in section 13.05.

Section 8.03 Force Majeure

To the extent either Party is prevented by a Force Majeure Event from carrying out, in whole or in part, its obligations under this Agreement (other than a payment obligation), the failure to carry out such obligations shall not constitute a breach or Event of Default hereunder. Each Party shall be obligated to use commercially reasonable efforts to mitigate the adverse effect and duration of any Force Majeure Event that affects such Party's performance of its obligations under this Agreement. As soon as practicable after a Force Majeure Event results in a failure to carry out any obligations hereunder, the Party claiming Force Majeure (the "Claiming Party") shall notify the other Party (Non-Claiming Party") verbally or in writing of the failure. As soon as practicable thereafter, the Claiming Party shall give the Non-Claiming Party a written notice describing (to the extent known to the Claiming Party after reasonable diligence) the Force Majeure Event, its cause, the conditions resulting from the Force Majeure Event, an initial assessment of the effect of the Force Majeure Event on the performance of the Claiming Party's obligations hereunder, and the Claiming Party's plans for remedying or mitigating the effect of the Force Majeure Event, including the anticipated duration of the Force Majeure Event and the Claiming Party's best estimate as to the length of time necessary to remedy the Force Majeure Event. The Claiming Party shall update this written notice as additional information becomes available to it. The Claiming Party shall also provide notice to the Non-Claiming Party of the cessation of the impact of the Force Majeure Event and the Claiming Party's intent and ability to recommence performance of its obligations under this Agreement, which notice shall be given as soon as practicable following the time the Claiming Party knows it will resume performance of its obligations under this Agreement. During any period when the Claiming Party's performance is suspended due to Force Majeure, the Non-Claiming Party shall not be required to perform its obligations under this Agreement that correspond directly (and in proportion) to the obligations of the Claiming Party for which performance is suspended.

ARTICLE IX

TERMINATION

Section 9.01 Termination

This Agreement shall continue in effect for the entire Term unless earlier terminated as follows:

- a) By the mutual written agreement of the Parties;
- b) By the Non-Claiming Party, if a Force Majeure Event prevents performance of a Party's

obligations under this Agreement for a period of twelve (12) consecutive months or longer during the Term (such termination right does not accrue until the day after such period of twelve (12) consecutive months has elapsed); provided, however, that (i) such termination right must be exercised, if at all, by providing written notice to the other Party not later than thirty (30) days after the date that the termination right accrues, (ii) if a Notice of Termination is not provided by the date specified in subpart (i) above (in this Section 9.01(b)), then the right to terminate under this Section 9.01(b) shall be waived, and (iii) in the event of such termination, neither Party shall have any further liability or obligation to the other Party hereunder; or

- c) By the Non-Defaulting Party, as provided in Section 8.02.

Section 9.02 Notice of Termination

Any termination hereunder shall be effected by delivery of a written "Notice of Termination" specifying the basis therefore and the date upon which termination becomes effective ("Early Termination Date"). The Early Termination Date shall occur no later than forty-five (45) days from the date of delivery of the Notice of Termination. Thereafter, each Party will render to the other Party a final invoice for the payment obligations, if any, incurred up to the Early Termination Date, exclusive of the Settlement Amount, if any, which shall be payable in accordance with Section 8.02(b).

Section 9.03 Settlement

Upon the termination of this Agreement, the Parties shall, in good faith and to the best of their ability, do all things necessary and proper to ensure the efficient, proper settlement of all outstanding matters pertaining to the terminated Agreement.

ARTICLE X

REPRESENTATIONS, WARRANTIES & COVENANTS

Section 10.01 Representations and Warranties

As of the Effective Date, each Party represents and warrants to the other Party that:

- a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is authorized to do business in the State of California. City recognizes the Tri-Dam Project is not a separate entity from the Oakdale Irrigation District and South San Joaquin Irrigation District;
- b) The execution, delivery, and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
- c) This Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in

- accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies;
- d) It is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it, which would result in it being or becoming bankrupt;
 - e) There is not pending or, to its knowledge, threatened against it, or any of its affiliates, any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;
 - f) Execution of this Agreement, and performance of the obligations hereunder, shall not, by the Delivery of notice or the lapse of time or both, constitute a default under any agreement to which the Party making this representation is a party;
 - g) It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

Section 10.02 Renewable Energy

Seller covenants that the Renewable Facilities will meet the requirements to be an ERR and that the Net Electrical Output from the Renewable Facilities will qualify as eligible Renewable Electricity according to laws and regulations in effect on the Effective Date, and that the Net Electrical Output, including the Green Attributes of the Renewable Facilities, will be available for City's exclusive use and benefit as of the Delivery Dates in Recital F. To the extent a change in law or regulation occurs at any time after execution of this Agreement that causes a Renewable Facility not to qualify as an ERR, Seller shall be deemed to have made commercially reasonable efforts to comply with such change in law if Seller takes all actions to comply with or implement any change or improvement to the Renewable Facility to maintain such certification or qualification ("RPS Qualification Improvement") which would require Seller to incur, in the aggregate, costs up to \$150,000.00 (excluding Seller's administrative and internal staffing expenses that Seller would otherwise be obligated to pay) over the Term of this Agreement ("RPS Qualification Expenditure Maximum"). If after such change in law or regulation has occurred, Seller determines that it will exceed the RPS Qualification Expenditure Maximum to implement the RPS Qualification Improvement, Seller shall notify Buyer and provide documentation and calculations to support the expected exceedance ("RPS Qualification Improvement Notice"). Buyer shall then have sixty (60) days after receipt of the RPS Qualification Improvement Notice to verify or dispute Seller's documentation and calculation. The Parties shall then have thirty (30) days to agree in writing (such agreement not to be unreasonably withheld, conditioned or delayed) on the amount by which Seller will exceed the RPS Qualification Expenditure Maximum in order to satisfy the RPS Qualification Improvement ("RPS Qualification Improvement Amount Agreement"). Buyer may then:

- (i) Elect to pay Seller the amount set forth in the RPS Qualification Improvement Amount Agreement and notify Seller of such election within ten (10) Business Days of the effective date of the RPS

Qualification Improvement Amount Agreement. If Buyer so elects, Seller shall, upon receipt of payment from Buyer, implement the RPS Qualification Improvement; or

(ii) Elect not to pay Seller for the amount set forth in the RPS Qualification Improvement Amount Agreement and notify Seller of such decision within ten (10) Business Days of the effective date of the RPS Qualification Improvement Amount Agreement, in which case this Agreement shall continue in full force and effect and Seller shall not be required to implement any further or additional RPS Qualification Improvement. In such an event, Seller shall not be in breach of its representations in this Section.

Section 10.03 Designated Personnel

Seller shall notify City in writing of designated emergency contact personnel. The Parties agree that from time to time, the Generating Facilities may be operated remotely; however, Seller shall have designated personnel readily available to respond to an emergency at any Generating Facility within no more than eight (8) hours' notice to Seller.

ARTICLE XI

INDEMNIFICATION

Each Party agrees to defend, indemnify, and hold each other, and their respective officers, directors, commissioners, employees and agents, harmless from and against all claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "Damages") for personal injury or death to persons and damage to each other's physical property or facilities or the property of any other person to the extent arising out of, resulting from, or caused by the negligent or intentional and wrongful acts, errors, or omissions of the indemnifying Party. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees, but the indemnifying Party's liability to pay Damages to the indemnified Party shall be reduced in proportion to the percentage by which the indemnitees' negligent or intentional acts, errors or omissions caused the Damages. Neither Party shall be indemnified for its Damages resulting from its sole negligence or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

City shall defend, indemnify and hold Seller and its officers, directors, commissioners, employees and agents harmless from and against all claims, demands, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or connected with the creation of WREGIS Certificates or any other interaction with WREGIS or any third parties in connection with WREGIS or any alternate accounting system(s) designated by City.

City shall defend, indemnify and hold Seller and its officers, directors, employees and agents harmless from and against all claims, demands, losses, liabilities, penalties, fines and expenses (including reasonable attorneys' fees) arising out of or connected with the performance (or failure of performance) of the Scheduling Coordinator.

ARTICLE XII

DAMAGES; LIMITATION ON LIABILITY

Section 12.01 Direct Damages

For all claims, causes of action and damages the Parties shall be entitled to the recovery of any actual, direct damages plus costs, as allowed by law, except as otherwise limited by this Agreement. Except as otherwise specified herein, neither the enumeration of Events of Default in Section 8.01, nor the termination of this Agreement by a Non-Defaulting Party pursuant to Article X, shall limit the right of a Non-Defaulting Party to rights and remedies available at law or equity, including claims for breach of contract or failure to perform by the other Party and for the recovery of actual, direct damages incurred by the Non-Defaulting Party as a result of the termination of this Agreement.

Section 12.02 Limitation on Liability

Notwithstanding anything to the contrary in this Agreement, liability for a breach of any provision of this Agreement for which an express remedy or measure of damages is provided, shall be limited to such express remedy or measure of damages which shall be the sole and exclusive remedy. If no remedy or measure of damages is expressly provided herein, the Obligor's liability shall be limited to direct actual damages plus costs only. In no event shall either Party hereunder for any indirect, special, consequential, incidental, exemplary, punitive, or similar damages or loses, including loss of utilization or use, loss of opportunity, loss of profits, or other business interruption damages, except to the extent payable under Article XII pursuant to a third-party claim.

ARTICLE XIII

MISCELLANEOUS

Section 13.01 Confidentiality

The Parties hereto are local government agencies and are subject to provisions of the California Public Records Act (California Government Code Sections 6250 *et. seq.*). In the event that a Party, (the "Disclosing Party"), contends that any information disclosed or required to be disclosed to the other Party pursuant to this Agreement is confidential ("Confidential Information"), the Disclosing Party shall clearly identify such documents as such before transmitting the same to the other Party. In the event that a claim for Confidential Information is made under the California Public Records Act or any action is filed against either Party pursuant to the Public Records Act seeking the disclosure of any records or documents provided by the Disclosing Party, which were marked confidential hereunder, the Party subject to the claim shall notify the Disclosing Party in writing of such fact and, if the Disclosing Party elects to contest the disclosure of such confidential information, then the Disclosing Party shall thereupon, at its own cost and expense, assume the defense of such claim or litigation. The Disclosing Party must also indemnify the other Party, as provided by the applicable Government Code. The Parties shall cooperate on reasonable terms as required for the defense of such action. The Parties agree to abide by the final decision of a court of competent jurisdiction in connection with such claim.

Section 13.02 Liability

The Parties shall cooperate in any lawful efforts to prevent release of the Confidential Information, however, neither Party shall be required to expend any monies in excess of the cost of notifying the other Party by telephone, facsimile and/or mail of the pending demand for the Confidential Information. So long as the Parties comply with the provisions of notification set forth in this Agreement, neither Party shall be liable for, and Seller and City hereby release each other from, any liability for any damages arising from any requirement under the law that City or Seller release Confidential Information to a requestor, and such release includes the officers, commissioners, employees, agents, council members, and directors, as those terms may apply to each Party hereto, without limitation.

Section 13.03 Title and Risk of Loss

Seller warrants that any Product delivered to City shall be free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

Section 13.04 Dispute Resolution

(a) No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the matter has been submitted to mediation. The Parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings; said mediation shall take place at a mutually agreeable location designated by the Parties. If the Parties are unable to mutually agree upon a location for the mediation, the mediator shall choose the location.

(b) Either Party may commence mediation by providing to the other Party a written notice of mediation, setting forth the subject of the dispute and the relief requested.

(c) The Parties may agree on one mediator. If the Parties are unable to agree on a mediator, each Party shall select one mediator, and the selected mediators shall independently agree upon the mediator who will hear the dispute. The Parties shall share equally in the costs of mediation. Either Party may seek injunctive relief prior to the mediation to preserve the status quo pending the completion of that process. Except for an action to obtain such injunctive relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the first mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first.

(d) The mediation meeting shall not exceed one (1) day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement. Mediation may continue after the commencement of a civil action, if the Parties so agree.

(e) The costs of the mediator shall be borne by the Parties equally. However, all other costs, fees, expenses and any attorney's fees related to such mediation activities are to be paid by the Party having incurred such costs, fees, expenses and any attorney's fees.

(f) The provisions of this Section 13.04 may be enforced by any court of competent jurisdiction.

Section 13.05 Assignment

The rights and obligations of this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. City may furthermore use any qualified, CAISO certified agent it so designates for scheduling and billing purposes, so long as City remains responsible for all of its obligations under this Agreement, subject to Seller's right of approval in Section 4.02. Any purported assignment of this Agreement or any portion thereof, in the absence of the required consent shall be void.

Section 13.06 Governing Law; Venue

This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of California. The venue shall be proper in state and federal courts located in a neutral location as agreed by the Parties.

Section 13.07 Notices

All notices required or permitted under the terms of this Agreement, except as herein otherwise provided, shall be in writing and shall be communicated by prepaid mail addressed to the respective Party at the address below or to such other address as respectively designated hereafter in writing from time to time:

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

Office of the Chief Electric Utility Officer City of Santa Clara 1500 Warburton Avenue Santa Clara, California 95050	With a copy to: City of Santa Clara Office of the City Attorney 1500 Warburton Avenue Santa Clara, California 95050
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And to Seller addressed as follows:

Office of the General Manager The Tri-Dam Project PO Box 1158 Pinecrest, California 95364 or by facsimile at 209-965-4235	With a copy to: Mia Brown General Counsel SSJID PO Box 747 Ripon, California
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If notice is sent via email, a signed, hard copy of the notice shall also be mailed. The Business Day on which the email was sent shall control the date notice was deemed given, except an email transmitted after 1:00 p.m. on any Friday, or on the last Business Day immediately preceding a holiday or weekend, shall be deemed to have been transmitted on the next Business Day.

Section 13.08 Audit

Each Party has the right, at its sole expense and during the other Party's normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party statements evidencing the quantity of Net Electrical Output delivered at the Delivery Point.

Section 13.09 Joint Effort

The Parties acknowledge and agree that each Party and its counsel have read this Agreement in its entirety, fully understand it, and accept its terms and conditions. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the Drafting Party is not applicable and therefore shall not be employed in the interpretation of this Agreement or any amendment of it.

Section 13.10 Relationship of the Parties

Seller is an independent contractor; nothing herein is intended to create or is to be construed as creating a joint venture, partnership, agency, or other entity. The rights and obligations of the Parties shall be independent of one another and shall be limited to those expressly set forth herein.

Section 13.11 No Third-Party Beneficiary

The Parties mutually agree that this Agreement is for their sole benefit and is not intended by them to be, in part or in whole, for the benefit of any third party.

Section 13.12 Counterparts

This Agreement may be executed by facsimile and in any number of counterparts, and upon execution by the Parties, each executed counterpart shall have the same force and effect as an original instrument and as if the Parties had signed the same instrument.

Section 13.13 Entire Agreement

This Agreement, when executed and delivered, shall constitute one, single integrated agreement and sets forth the entire agreement by and between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties. All Exhibits attached to this Agreement are made a part hereof and incorporated herein by this reference. In the event of a conflict or an inconsistency between this Agreement and any Exhibits hereto, the terms of this Agreement shall control.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

THE TRI-DAM PROJECT,
a Joint Venture of the Oakdale and South San Joaquin Irrigation Districts
and
THE TRI-DAM POWER AUTHORITY,
a California Joint Powers Authority

Dated: _____
By (Signature): _____
Name: Summer Nicotero
Title: General Manager
Principal Place of Business Address: P.O. Box 1158
Pinecrest, CA 95364
Email Address: snicotero@tridamproject.com
Telephone: (209) 965-3996

“CONTRACTOR”

“SELLER”
LIST OF EXHIBITS

Exhibit A	Definitions
Exhibit B	Description of Generating Facilities and Map of Delivery Points
Exhibit C	Insurance
Exhibit D	Operations Forecasts and Scheduling Protocols
Exhibit E	Contract Price
Exhibit F	Form of Attestation
Exhibit G	Payment / Wire Instructions
Exhibit H (a)	Contacts, Buyer
Exhibit J (b)	Contacts, Seller
Exhibit I	Seller’s Insurance Information

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
THE TRI-DAM PROJECT AND TRI-DAM POWER AUTHORITY**

Exhibit A

DEFINITIONS

The following terms shall have the following meaning for purposes of this Agreement.

1. “Agreement” shall mean this Power Purchase and Sale Agreement, which may also be referred to as the Power Purchase Agreement.
2. “Ancillary Services” means regulation (including load following) up and regulation down, spinning reserves, non-spinning reserves, and (in each case as defined by the CAISO Tariff) associated with a given Generating Facility, as applicable, and all other products deemed to be ancillary services by the CAISO or FERC as of the Execution Date or any future date during the Delivery Term.
3. “Business Day” means a day other than Saturday, Sunday or any day on which banks located in San Francisco, California are authorized or obligated to close.
4. “CAISO” means the California Independent System Operator Corporation, or its functional successor.
5. “CAISO Protocols” means the rules, protocols, procedures, and standards promulgated by the CAISO (as amended from time to time) to be complied with by the CAISO, Scheduling Coordinators, Participating TOs and all other market participants in relation to the operation of the CAISO controlled grid and the participation in the market for Energy and Ancillary Services in accordance with the CAISO tariff.
6. “CAISO Tariff” – The California Independent System Operator Cooperation Fifth Replacement FERC Electric Tariff, dated January 1, 2024 and as may be amended or replaced.
7. “Capacity Attributes” means any and all current or future defined characteristics associated with the capacity of the Generating Facilities to produce any and all Net Electrical Output, including, but not limited to, Resource Adequacy Attributes and associated attributes or reserves as may in the future be defined by the CAISO, or any other balancing authority, reliability entity or Governmental Authority. Capacity Attributes shall also include the right to resell the foregoing rights.
8. “CEC” means the California Energy Commission, or any successor government agency.

9. “City” has the meaning set forth in the Preamble.
10. “Claiming Party” means the Party claiming Force Majeure as set forth in Section 8.03.
11. “Compliance Showing” means the applicable load serving entities compliance with the Resource Adequacy requirements of its applicable regulatory authority for an applicable Showing Month.
12. “Conditions Precedent” has the meaning set forth in Section 2.03.
13. “Confidential Information” has the meaning set forth in Section 13.01.
14. “Contract Price” has the meaning set forth in Section 6.01.
15. “Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party in entering into new arrangements which replace this Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Agreement.
16. “CPUC” means the California Public Utilities Commission, or any successor government agency.
17. “Daily Resource Adequacy Capacity Rate” is Monthly Resource Adequacy Capacity Rate * 1000 / number of calendar days in a Showing Month.
18. “Damages” has the meaning set forth in Article XII.
19. “Defaulting Party” has the meaning set forth in Section 8.01.
20. “Delivery Date” means the Tri-Dam Project Delivery Date and the Tri-Dam Power Authority Delivery Date which have the meaning set forth in the Preamble.
21. “Delivery Point” means the point at which the Output will be delivered by Seller and received by Buyer, as specified in Exhibit B [Description of Generating Facilities]
22. “Disclosing Party” means the Party that transmits documents containing Confidential Information pursuant to this Agreement.
23. “Due Date” has the meaning set forth in Section 7.06
24. “Early Termination Date” has the meaning set forth in Section 8.02.
25. “Effective Date” has the meaning set forth in the Preamble.
26. “Eligible Renewable Energy Resource” or “ERR” has the meaning set forth in Public Utilities Code Section 399.12(e) as of the Effective Date.
27. “Energy” means the power, measured in kilowatt hours that: (i) a Unit produces in the form of three phase alternating current having a nominal frequency of 60 cycles per second, a power factor

of 1.0 and a voltage as specified in the Interconnection Agreement; and (ii) meets all requirements set forth in the Interconnection Agreement

28. “Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Generating Facility, and its avoided emission of pollutants. Environmental Attributes include but are not limited to Renewable Energy Credits, as well as:
- (a) Any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
 - (b) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;
 - (c) The reporting rights to these avoided emissions such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a megawatt-hour basis and one Green Tag represents the Environmental Attributes associated with one (1) megawatt-hour of energy.
29. “Event of Default” has the meaning set forth in Section 8.01.
30. “FERC” means the Federal Energy Regulatory Commission, or successor government agency.
31. “Force Majeure”:
- a) Definition. “Force Majeure Event” shall mean any event or circumstance not within the reasonable control, directly or indirectly, of the Party affected thereby and may include, subject to 28 (b) and (c) below:
 - i. Acts of God such as storms, floods, lightning, and earthquakes;
 - ii. Sabotage or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
 - iii. Transmission System or generating equipment failure;
 - iv. War, riot, acts of a public enemy or other civil disturbance;
 - v. Strike, walkout, lockout or other significant labor dispute;
 - vi. Curtailment by the CAISO, or its successor, but only to the extent that the CAISO declares a “Force Majeure” under the CAISIO Tariff; or
 - vii. Failure or delays by the Transmission Provider or the CAISO in entering into, or performing under, all agreement with Seller contemplated by this Agreement.

- viii. Failure to perform by a party other than Seller to any of Seller's required agreements described in this Agreement.
- b) Exclusion. "Force Majeure Event" does not include the following:
 - i. Economic hardship of either Party;
 - ii. An Outage, except if caused directly by an event or circumstance that meets the requirements set forth in this Definition Section 27;
 - iii. Failure or delay in the granting of any permits required of Sellers;
 - iv. Curtailment or interruption of transmission services, other than by the CAISO where the CAISO declares a "Force Majeure" under the CAISO Tariff.
- c) Excuse. Subject to 27 (d) below, and except as expressly set forth herein, neither Party shall be considered in default under this Agreement for any delay or failure in its performance under this Agreement (including any obligation to deliver or accept Output) if such delay or failure is due to a Force Majeure Event, but only to the extent that:
 - i. Such Force Majeure Event is not attributable to fault or negligence on the part of that Party;
 - ii. Such Force Majeure Event is caused by factors beyond that Party's reasonable control; and
 - iii. Despite taking all reasonable, technical and commercial precautions and measure to prevent, avoid, mitigate or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate, or overcome such event or consequences.
- d) Conditions. In addition to the conditions set forth in Section 27 (a) above, a Party may rely on a claim of a Force Majeure Event to excuse its performance only to the extent that such Party:
 - i. Provides prompt notice of such Force Majeure Event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;
 - ii. Exercises all reasonable efforts to continue to perform its obligations under this Agreement;
 - iii. Expeditiously takes action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem; provided, however, that settlement of strikes or other labor disputes shall be completely within the sole discretion of the Party affected by such strike or labor dispute;
 - iv. Exercises all reasonable efforts to mitigate or limit damages to the other Party; and
 - v. Provides prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

32. "Forced Outages" has the meaning set forth in Exhibit D.

33. "Generating Facility" has the meaning set forth in the Recitals and Exhibit B.

34. "Governmental Approvals" means all applicable regulatory authorizations, approvals and permits necessary for the construction and continuous operation of the Generation Facilities, and

all contracts required for construction and operation of the Generation Facilities, including an executed Interconnection Agreement.

35. “Governmental Charges” means all taxes, fees, or charges imposed by any Government Authority.
36. “Governmental Authority” means any federal, state or local government, or political subdivision thereof, including, without limitation, any municipality, township or county, or any entity or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any corporation or other entity owned or controlled by any of the foregoing.
37. “Green Tags” or “Green Attributes” shall have the same meaning as “Environmental Attributes” in this Agreement.
38. “Installed Capacity” means the nameplate or rated generating capability of a Generating Facility to produce Energy, including any generating capacity that may be counted toward meeting a Resource Adequacy requirement or any other similar measure imposed on load serving entities by the CPUC, the CEC, the CAISO, or the FERC.
39. “Interconnection” means construction, installation, operation and maintenance of all Interconnection Facilities.
40. “Interconnection Agreement” means the agreement between Seller and the owner and operator of the Transmission System which sets forth the terms and conditions for Interconnection of the Facility to the Transmission System, as amended from time to time.
41. “Interconnection Facilities” means all the facilities installed for the purpose of interconnecting the Generating Facility to the Transmission System, including, but not limited to, transformers and associated equipment, relay and switching equipment and safety equipment.
42. “Interest Rate” means the prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or, if not published or online on such day, on the most recent preceding day on which published or online), plus two percent (2%).
43. “Losses” means, with respect to the Non-Defaulting Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement, determined in a commercially reasonable manner.
44. “Meter Service Agreement for CAISO Metered Entities” means an agreement between the CAISO and a CAISO Metered Entity consistent with the provisions of Section 6.04, a pro forma version of which is set forth in Appendix B.6 of the CAISO tariff.
45. “Monthly Operations Forecast” has the meaning set forth in Exhibit D.
46. “Monthly Resource Adequacy Capacity Rate” is as shown in the table Exhibit E.
47. “MW” means megawatt, or 1,000 kilowatts of electric Energy generating capacity.

48. “MWh” means megawatt hour, or 1000 kWh of electric Energy.
49. “Net Electrical Output” means the output of electrical Energy produced by the Generating Facility, less any Energy used at the Generating Facility, as such output is measured by the meter at the Delivery Point.
50. “Net Qualifying Capacity or NQC” has the meaning set forth in the CAISO Tariff; provided, however, the amount of Net Qualifying Capacity provided by a Generating Facility shall be equal to the amount of Resource Adequacy Capacity that is eligible to be used by City to satisfy its Compliance Showing requirements, including adjustments to account for the Generating Facility’s availability, operational limitations and/or Planned Outages and Forced Outages.
51. “Non-Claiming Party” has the meaning set forth in Section 8.03.
52. “Non-Defaulting Party” has the meaning set forth in Section 8.02.
53. “Notice of Termination” has the meaning set forth in Section 9.02.
54. “Participating Generator Agreement” (PGA) means an agreement between the CAISO and a Participating Generator, a pro forma version of which is set forth in Appendix B.2. of the CAISO tariff.
55. “Parties” means City and Seller, and their respective successors and permitted assignees.
56. “Party” means City or Seller, and each such Party’s respective successors and permitted assignees.
57. “Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity.
58. “PG&E” means Pacific Gas and Electric Company.
59. “PG&E System” means the electric power generation, transmission, substation and distribution facilities owned, operated and/or maintained by PG&E, which shall include, without limitation, after construction and installation, the circuit reinforcements, extensions, and associated terminal facility reinforcements or additions required to interconnect PG&E’s facilities with the Generating Facilities.
60. “Planned Outage” means, for a given Generating Facility, the removal of Generating Facility equipment from service availability for inspection, maintenance, repair, and/or general overhaul of one or more major equipment groups which has been approved by the CAISO.
61. “Premises” means real property upon which the Generating Facility and certain other of Seller’s facilities, are located.
62. “Product” means, collectively, the Net Electrical Output, the Installed Capacity, and any Resource Adequacy Attributes, Ancillary Services Attributes, Capacity Attributes, Renewable Electricity and Environmental Attributes that are available from the Generating Facility during the Term of the Agreement.

63. “Renewable Electricity” means electricity that meets California's Renewable Portfolio Standard, as codified in Public Utilities Code Section 399.11 *et seq* as of the Effective Date, and originates from an electric generation facility that is an Eligible Renewable Energy Resource or ERR.
64. “Renewable Energy Credit” has the meaning set forth in California Public Utilities Code Section 399.12(h) as may be amended from time to time or as further defined or supplemented by law.
65. “Resource Adequacy” means the procurement obligation of load serving entities, including Buyer, as those obligations may be altered from time to time.
66. “Resource Adequacy Attributes” or “Resource Adequacy Capacity” means the benefits or attributes, including flexible attributes, if any, now or existing in the future based on the procurement obligations of Buyer with respect to Resource Adequacy as prescribed by the CPUC, the CAISO or any other regional entity, and that are associated with the electric generating capability of a Generating Facility.
67. “Resource Adequacy Monthly Payment” is Facility Monthly Net Qualifying Capacity (NQC) that is published on CAISO NQC list * Monthly Resource Adequacy Capacity Rate.
68. “Schedule” has the meaning set forth in the CAISO Tariff.
69. “Scheduling Coordinator” has the meaning set forth in Appendix A to the CAISO Tariff, as may be amended from time to time.
70. “Settlement Amount” means, with respect to the Non-Defaulting Party, the sum of the Losses and Costs, expressed in U.S. Dollars, which such party incurs as a result of the termination of this Agreement pursuant to Section 8.02.
71. “Seller” has the meaning set forth in the Preamble.
72. “Seller’s Interconnection Costs” has the meaning set forth in Section 6.02.
73. “Showing Month” means the calendar month of the Delivery Period that is subject of the related Compliance Showing.
74. “System Emergency” means conditions beyond the normal control of the CAISO, PG&E and/or City that affect the ability of transmission lines and associated facilities to function normally, including any abnormal system condition which requires immediate manual or automatic action to prevent loss of load, equipment damage, or tripping of system elements which might result in cascading outages or to restore system operation to meet the minimum operating reliability criteria.
75. “Transmission System” means PG&E’s electric transmission system
76. “Tri-Dam Power Authority Delivery Date” means June 1, 2016.
77. “Tri-Dam Project Delivery Date” means January 1, 2014.
78. “Term” has the meaning set forth in Section 2.01.

79. “Unit” means the Donnell Powerhouse, the Tulloch Powerhouse, the Beardsley Powerhouse and the Sandbar Powerhouse, as applicable, together with the other assets, tangible and intangible, that compose such powerhouse, including but not limited to the assets used to connect the powerhouse to its Point of Interconnection.
80. “Unit Contingent” means that the Energy to be delivered by Seller to Buyer will be supplied only from the Unit and only to the extent that the Unit is in operation.
81. “WECC Preschedule” means the Scheduling Calendar issued from time to time by the Western Electricity Coordinating Council.
82. “Weekly Update” has the meaning set forth in Exhibit D.
83. “WREGIS” means Western Renewable Energy Generation Information System, or its successor; provided that the successor is capable of performing substantially similar functions and is acceptable to both Parties.
84. “WREGIS Certificates” has the meaning set forth in the WREGIS Operating Rules.
85. “WREGIS Operating Rules” means the rules describing the operations of WREGIS, as published by WREGIS and as may be amended from time to time.

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
THE TRI-DAM PROJECT AND TRI-DAM POWER AUTHORITY**

EXHIBIT B

Description of Generating Facilities

The Generating Facilities of the Tri-Dam Project and the Tri-Dam Power Authority are located In Tuolumne County on the Middle Fork of the Stanislaus River and include:

The Tri-Dam Project:

The Donnells Power House - 72 MWs

Delivery Point- Switch 123 located at the end of the Gen-Tie portion of PG&E's Donnells-Curtis 115 kV Transmission Line.

The Beardsley Power House - 11.2 MWs

Delivery Point- Switch 133, located at the Beardsley Switchyard interconnected to PG&E's Donnells-Curtis 115 kV Transmission Line.

The Tulloch Power House – 25.7 MWs

Delivery Point- Switch 153 located at the Tulloch Switchyard interconnected with the 115 kV Tulloch Tap Line to PG&E's Bellota-Riverbank-Melones 115kV Transmission Line.

The Tri-Dam Power Authority:

The Sandbar Power House – 16.2 MWs

Delivery Point- Switch 165 at the interconnection with the 115 kV Curtis-Donnells PG&E Transmission Line.

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
THE TRI-DAM PROJECT AND TRI-DAM POWER AUTHORITY**

**EXHIBIT C
INSURANCE REQUIREMENTS**

Without limiting the Seller's indemnification of the City and prior to commencing any of the services required under this Agreement, the Seller shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements or equivalent, in the discretion of City:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than the following:

\$1,000,000 Each occurrence
\$3,000,000 General aggregate
\$1,000,000 Products/Completed Operations aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Seller; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Seller to comply with the insurance requirements of this Agreement:

- a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
- b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
- c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Seller shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Seller included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Seller under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Seller's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Seller shall contain language or be endorsed to contain wording making it primary insurance, except for gross negligence or willful misconduct, as respects to, and not requiring contribution from, any other insurance which the City may possess, including any self-insurance or self-insured retention they may have. Any other insurance City may possess shall be considered excess insurance only and shall not be called upon to contribute with

Seller's insurance, if such "primary and non-contributing" coverage is included in the text.

3. General Aggregate. The general aggregate limit shall apply separately to Seller's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - (a) Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - (b) Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Seller and City agree as follows:

1. Seller agrees to be responsible for ensuring that no contract used by Seller reserves the right to charge City for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
2. The City reserves the right to withhold payments from the Seller in the event of material noncompliance with the insurance requirements set forth in this Agreement. Seller's inability to obtain the specific policy language required by this Exhibit C shall not be considered material noncompliance.

F. EVIDENCE OF COVERAGE

Prior to commencement of any services under this Agreement, Seller shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, or Joint Powers Authority and under forms of policies, satisfactory

to City and as described in this Agreement. Seller shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Seller or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Seller shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all insurance certificates, endorsements, coverage verifications and other insurance items required to be delivered to City pursuant to this Agreement shall be mailed to:

City of Santa Clara Electric Department
c/o Insurance Data Services - Insurance Compliance
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543
Telephone: (951) 766-2280; or
Fax: (951) 766-2299

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Seller shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability or a Joint Powers Authority that is approved by the City or its insurance compliance representatives.

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
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THE TRI-DAM PROJECT AND TRI-DAM POWER AUTHORITY**

Exhibit D

Operations Forecasts and Scheduling Protocols

This exhibit shall be updated, if necessary and subject to mutual agreement of the Parties (in each Party's sole discretion), in the event the CAISO or the existing balancing authority modifies or amends applicable reporting, scheduling, or other rules/protocols.

1. Annual Operations Forecast

- 1.1. The Parties recognize and understand the ability to forecast hydroelectric power output is dependent on water supplied by precipitation in the rivershed basin. Seller is dependent on forecast data provided by the California Department of Water Resources (DWR). Seller will provide the City with a non-binding annual operations forecast within fifteen (15) days after the DWR February 1st monthly B120 report. Seller's forecast will provide the planned daily generation available for each Generating Facility based on the monthly time step forecast of the volume of water managed through each Generating Facility. Seller may also provide mid-month updates through the months of February to June to accommodate changes in forecast water supply. Seller shall provide a schedule of all proposed Planned Outages for each Generating Facility for the next calendar year ("Annual Operations Forecast") by July 1 of the previous year. Revisions or changes to the annual planned outage schedule submitted to the City will be made at least 90 days prior to the start of the Planned Outage..
- 1.2. City may request modifications to the Annual Operations Forecast at any time, and Seller shall use good faith efforts to accommodate City's requested modifications provided such modifications do not adversely impact the output of the Generating Facility or cause Seller's costs to increase.
- 1.3. Seller shall not conduct Planned Outages at times other than as set forth in its Annual Operations Forecast, unless approved in advance by City, which approval shall not be withheld or delayed unreasonably. City shall make commercially reasonable efforts to work with Seller to schedule Planned Outages as long as there is minimal impact to the City's upcoming Compliance Showing.
- 1.4. City and Seller shall cooperate to minimize Planned Outages not to occur during the months of May through October each calendar year. Transmission line related outage notification is

subject to the transmission system owner, Pacific Gas and Electric Company. Seller will notify the City of any planned transmission system outages by the following day.

2. Monthly Operations Forecasts

2.1. Monthly Operations Forecast

- 2.1.1. Beginning with the February operations forecast, Seller shall provide a monthly operations forecast by day of expected generation and all proposed Planned Outages as approved by the City in advance, which shall not be unreasonably withheld or delayed (“Monthly Operations Forecast”).
- 2.1.2. Monthly Operations Forecast will also include any requested additions or modifications to Planned Outages for the next twelve (12) months.
- 2.1.3. City will approve or request reasonable modifications to the proposed Monthly Operations Forecast within ten (10) calendar days of receipt of the Monthly Operations Forecast. If the City has not responded within ten (10) calendar days of receipt of the Monthly Operations Forecast, then such Monthly Operations Forecast will be deemed approved by the City.
- 2.1.4. Seller will provide a modified Monthly Operations Forecast to City no later than seven (7) calendar days after receipt of required modifications from City to the extent Seller is able to reasonably accommodate City’s request. If Seller is unable to accommodate City’s request, Seller will advise City as to the basis for denial.

2.2. Weekly Update

- 2.2.1. No later than 2:00 p.m. each Wednesday prior to the following week (Sunday through Saturday), Seller shall provide an electronic update, in a format specified by City, to the Monthly Operations Forecast for the next seven (7) calendar days (“Weekly Update”).
- 2.2.2. The Weekly Update shall include the total amount of water desired to be moved from each reservoir on a daily basis along with any daily or hourly minimums that must be adhered to expressed as MW hours, Acre-ft, and CFS as appropriate. The Weekly Update shall also include a range of flexibility for each reservoir level, or flow requirements that must be maintained per any FERC license requirement, or downstream reasonable and beneficial uses on an hourly basis sufficient to allow the Scheduling Coordinator to bid, or self-schedule the Generating Facilities into the CAISO markets in order to maximize the revenue from such markets, including submitting bids for any Ancillary Services the Generating Facilities are qualified to provide. The Weekly Update shall also include any restrictions on the Generating Facilities from providing Ancillary Services for which they are certified to provide.

- 2.2.3. Notwithstanding anything to the contrary, if Seller has submitted a Monthly Operations Forecast to the City and there are no planned changes for a particular week from such Monthly Operations Forecast, then Seller does not have to submit a Weekly Update for such week to City.

3. Outage Detail for Annual and Short Term Operations Forecasts

Seller shall provide detailed information concerning each Planned Outage, including (i) the start and end dates of the Planned Outage; (ii) a description of the maintenance or repair work to be performed during the Planned Outage; and (iii) the anticipated MW of operational capacity, if any, during the Planned Outage.

4. General Scheduling Protocols

- 4.1. Daily modifications to forecasts. Unless otherwise mutually agreed, Seller may make changes to the weekly forecasts by providing such changes to City prior to 8:00 a.m. two (2) Business Days before the active scheduling day.
 - 4.1.1. Active scheduling day as determined by the WECC Preschedule calendar.
 - 4.1.2. Example: For power that is forecasted for generation or delivery on Thursday, March 29, changes must be submitted to City no later than 8:00 a.m. on Tuesday, March 27.
- 4.2. City's Scheduling Coordinator may submit bids, or self-schedules into the CAISO DA market and shall inform Seller of the awarded schedules from such bids by 3:00 p.m., or within two (2) hours after receiving awarded schedules from the CAISO if the posting of awards is delayed.
- 4.3. City's Scheduling Coordinator may submit bids, or self-schedules into the CAISO RTM. The Scheduling Coordinator shall immediately inform Seller of any changes to the DA schedules resulting from such activity.
- 4.4. Hourly modifications to active forecasts. Unless otherwise mutually agreed, Seller may make changes to active forecasts by providing such changes to City Scheduling Coordinator with a minimum of four (4) hours notice before the active hour to be changed. Changes shall only be made to prevent FERC license violations, for the safety of equipment, personal, or public, or to meet downstream beneficial uses.
 - 4.4.1. Example: For power that is forecasted for generation or delivery in hour ending 3:00 p.m. (for the period from 2:01 p.m. to 3:00 p.m.), changes must be submitted to City Scheduling Coordinator no later than 10:00a.m.
- 4.5. City Scheduling Coordinator may request that Seller modify generation and load schedules for unforeseen circumstances in accordance with the above forecasting timeline constraints and the Scheduling Coordinator Agreement that has been entered into between the City and CAISO (such agreement being the standard CAISO Scheduling Coordinator Agreement without deviations). Seller will make reasonable efforts to accommodate City's request.

- 4.6. In the absence of forecasts as required by this Agreement or this Exhibit, City shall utilize the most current information provided by Seller in the development and submission of the City's schedules.
- 4.7. Seller shall make every reasonable effort to adhere to the awarded schedules and resulting automated dispatch instructions, or regulation signals.
- 4.8. Changes to CAISO scheduling procedures and Markets – Seller and City shall amend these scheduling procedures to accommodate changes to the CAISO scheduling timelines and procedures in order to preserve the benefits as outlined in the Recitals of this agreement.

5. Additional Protocols

- 5.1. To the extent reasonably practicable, Seller is to notify the City of all planned or forced generation outages with the intention of assisting the City with the City's compliance with CAISO Protocols.

5.2. Forced Outages

- 5.2.1. "Forced Outages" are any unplanned reductions in the capability of the Generating Facilities.
- 5.2.2. Forced Outages, to the extent possible, shall be reported by Seller to the City within twenty (20) minutes of such outages.
- 5.2.3. Seller shall provide detailed information concerning each Forced Outage, including (i) the start and anticipated end dates of the Forced Outage; (ii) a description of the cause of the Forced Outage; (iii) a description of the maintenance or repair work to be performed during the Forced Outage; and (iv) the anticipated MW of operational capacity, if any, during the Forced Outage. Seller shall take all reasonable measures and exercise commercially reasonable efforts to avoid Forced Outages and to limit the duration and extent of any such outages. Within twenty four (24) hours of a Forced Outage, a detailed verbal report shall be provided by Seller to the City specifying the reason for the outage, expected duration of such outage, capacity reduction, and actions taken to mitigate such outage.
- 5.2.4. Return to Service – Seller shall notify the City as soon as possible whenever a Generating Facility is returned to service.

5.3. Planned Outages

- 5.3.1. Seller shall provide detailed information concerning each Planned Outage, including (i) the start and end dates of the Planned Outage; (ii) a description of the maintenance or repair work to be performed during the Planned Outage; and (iii) the anticipated MW of operational capacity, if any, during the Planned Outage. In addition, Seller shall use commercially reasonable efforts to coordinate Planned Outages with a total duration of thirty (30) calendar days or less to occur within a single calendar month period. City shall promptly review Seller's proposed schedules and may request modifications within thirty (30) calendar days of City's receipt of such schedule.

Seller will use commercially reasonable efforts to accommodate Buyer's requests and shall issue a final schedule of Planned Outages for the upcoming calendar year.

- 5.3.2. If Planned Outages are communicated after July 1, then Seller shall communicate Planned Outages at least 90 calendar days prior to start of the Planned Outage. City shall promptly review Seller's proposed Planned Outage schedule and may request modifications within fourteen (14) calendar days of City's receipt of such schedule.
- 5.3.3. If Planned Outages are requested less than 90 calendar days prior to the start of the Planned Outage, then City shall make reasonable efforts to work with Seller to schedule the Planned Outage as long as there is minimal impact to the City's upcoming Compliance Showing.
- 5.3.4. Notwithstanding the process described herein for coordination of Planned Outages between City, Scheduling Coordinator and Seller, both City, Scheduling Coordinator and Seller acknowledge that all Planned Outages submitted to the CAISO may be accepted or rejected by the CAISO as described in the CAISO Tariff. In the event the CAISO rejects a Planned Outage request submitted by Seller, City and Seller agree to cooperate in good faith to timely coordinate and develop a revised final Planned Outage plan to account for any Planned Outages that are not approved by the CAISO. The revised plan may need to be rescheduled with alternative dates for the Planned Outage to take place in order to avoid resubmitting the rejected outage as a Forced Outage.
- 5.3.5. On the first business day of each calendar quarter, Seller shall provide City with any updates to the Planned Outage schedule, including any outages planned for the following twelve (12) months.
- 5.3.6. Commencement of an outage – Seller shall not begin any Planned Outage without prior approval of the City, which shall not be unreasonably withheld.
- 5.3.7. Return to Service – Seller shall notify the City as soon as possible whenever a Generating Facility is returned to service.

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
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THE TRI-DAM PROJECT AND TRI-DAM POWER AUTHORITY**

Exhibit E

Contract Price

The contract price for Product delivered to each Delivery Point from the corresponding Generating Facility shall be as set forth in the following table.

Beardsely, Tulloch and Sandbar		
Fixed Price	\$/MWh	
	Energy + Environmental Attribute	
2024	\$	86.00
2025	\$	79.00
2026	\$	72.00
2027	\$	69.00
2028	\$	66.00

Donnells		
Fixed Price	\$/MWh	
	Energy + Environmental Attribute	
2024	\$	81.00
2025	\$	74.00
2026	\$	65.00
2027	\$	62.00
2028	\$	59.00

Monthly Resource Adequacy Capacity Rate

Month	\$/kW-month
Jan	\$5.50
Feb	\$4.50
Mar	\$4.00
Apr	\$4.00
May	\$5.00
Jun	\$7.00
Jul	\$10.00
Aug	\$13.00
Sep	\$18.50
Oct	\$11.00
Nov	\$5.00
Dec	\$5.50

City shall pay Seller Resource Adequacy Monthly Payment for Generating Facility's available NQC (or other alternative compliance capacity amount) that can be claimed in the Showing Month for the associated Compliance Showing with the applicable regulatory authority.

If a Generating Facility experiences a Forced Outage or Planned Outage after a Compliance Showing has been submitted to the applicable regulatory authority, then a prorated Resource Adequacy Monthly Payment will be calculated, based on the number of calendar days that the Generating Facility was available and not on a Forced Outage or Planned Outage. Prorated payment to be calculated as follows: Monthly Resource Adequacy Capacity Rate * 1,000 / number of days in the Showing Month = Daily Resource Adequacy Capacity Rate. Daily Resource Adequacy Capacity Rate * Generating Facility available NQC * Number of calendar days that Generating Facility was available during the Showing Month = Prorated Resource Adequacy Monthly Payment. Please see example below.

Example:

Donnells Forced Outage occurred January 1-10th

Number calendar days that Generating Facility was available during the January Showing Month = 21 days

January Donnells NQC = 65.95 MW

January Monthly Resource Adequacy Capacity Rate = \$5.50/kW-month

$\$5.50 * 1,000 = \$5,500 / 31 \text{ days} = \$177.42/\text{MW}$ Daily Resource Adequacy Capacity Rate

$\$177.42 * 65.95 \text{ MW} * 21 \text{ available days} = \mathbf{\$245,717.83}$ Prorated Resource Adequacy Monthly Payment

Ancillary Services Capacity Rate

Donnells	
Fixed Price	\$/kW-month
	Spin, Non-Spin, Regulation
2024	\$ 1.00
2025	\$ 1.00
2026	\$ 1.00
2027	\$ 1.00
2028	\$ 1.00

City shall pay Seller for Ancillary Services for Donnells’ available capacity that can be bid into the CAISO’s market.

If Donnells experiences a derate, Forced Outage, or Planned Outage that limits Ancillary Services bids that can be bid into the market, then a prorated Ancillary Services payment will be calculated based on the number of hours that Donnells was available and not on a derate, Forced Outage, or Planned Outage. Prorated payment to be calculated as follows: Ancillary Services rate * 1,000 * (Σ hourly availability / hours in the month * maximum monthly Ancillary Services capacity) = Monthly Ancillary Services payment. Please see example below.

Example:

If:

For the month of October there are 744 hours.

Donnells has a maximum monthly Ancillary Services capacity of 67 MW.

If Donnells experiences a derate, Forced Outage, Planned Outage or any change in operating characteristics such that the maximum monthly Ancillary Services capacity that can be bid into the CAISO market is reduced to 30 MW for 360 hours in the month of October.

Then:

The Monthly Ancillary Services payment will be \$1.00*1000*(384/744)*67 plus \$1.00*1000*(360/744)*30 for a combined total of \$49,096.78

EXHIBIT F

FORM OF ATTESTATION

FORM OF ATTESTATION

Environmental Attribute Attestation and Bill of Sale

The Tri-Dam Project and Tri-Dam Power Authority ("Seller") hereby sells, transfers and delivers to the City of Santa Clara ("Buyer") the Environmental Attributes and conveys the right to the Buyer to claim and report the ownership of the Environmental Attributes to regulatory authorities, governing bodies,, customers, and all other interested parties associated with the generation of the indicated Energy (as such terms are defined in the Power Purchase Agreement ("Agreement") dated [Date], between Buyer and Seller):

Facility name and location: Project Name (_____ County, California)
EIA ID #: _____ CEC ID #: _____ ISO Meter ID #: _____
Fuel Type: _____ Capacity (MW): _____ Operational Date: _____

<u>Dates</u>	<u>MWhrs generated</u>	<u>Dates</u>	<u>MWhrs generated</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In the amount of one Environmental Attribute for each megaWatt hour generated; and Seller further attests, warrants and represents as follows:

- i) to the best of its knowledge, the information provided herein is true and correct;
- ii) this transfer to Buyer is the one and only sale of the Environmental Attributes and associated Environmental Attributes Reporting Rights referenced herein;
- iii) the Facility generated and delivered to the Seller the Energy in the amount indicated as undifferentiated Energy; and

(check one)

- iv) Seller owns the Generating Facility, or
- iv) to the best of Seller's knowledge, each of the Environmental Attributes associated with the generation of the indicated Energy have been generated and sold by the Generating Facility.

This serves as a Bill of Sale, transferring from Seller to Buyer all of Seller's right, title and interest in and to the Environmental Attributes associated with the generation of the Energy for delivery to the grid.

Seller: _____

By _____
Title _____
Date: _____

Exhibit G

PAYMENT / WIRE INSTRUCTIONS

THE CITY OF SANTA CLARA (Buyer)
WIRE INSTRUCTIONS

The following information is to be used when wiring funds for deposit to Buyer:

To Be Determined

For information purposes, please fax a copy of the wire instructions to Buyer at [],
Attention [].

The following information is to be used for all other statements or payments to Buyer by
mail:

To Be Determined

The Tri-Dam Project and Tri-Dam Power Authority (Seller)
WIRE INSTRUCTIONS

The following information is to be used when wiring funds for deposit to Seller

Oak Valley Community Bank
Oakdale, Ca. 95361
ABA #121142119
Account #21000592
Tri-Dam Project
Operations & Maintenance Account
Attn.: Lyn Wilson

For information purposes, please fax a copy of the wire instructions to Tri-Dam Project at
(209) 965-4235], Attention : Rick Dodge, Finance and Administrative Manager

Exhibit H (a)
CITY (BUYER) CONTACTS

1. Contract Management

Name	Phone	Email
SVP Contracts	408-615-6672	svpcontracts@santaclaraca.gov

2. Billing/Invoice Issues

Name	Phone	Email
SVP Accounts Payable	408-615-6688	SVP_AP@santaclaraca.gov

3. City Pre-Scheduling

Monthly, weekly and daily generation schedules are to be provided to City Pre-Scheduling contacts.

Name	Phone	Email
SV Pre-Scheduling Desk	408-615-6695	SVPSched@SantaClaraCA.gov

4. City Schedule Coordination

All Hour Ahead or Real-Time Schedule changes are to be provided to City Scheduling Coordinator Contacts.

Name	Phone	Email
City Scheduling Coordinator	408-615-6697	SVPSched@SantaClaraCA.gov

5. City Dispatch/Outage Coordination

All planned and/or Forced Outages of Generating Facilities are to be provided to City Dispatch/Outage Coordination.

Name	Phone	Email
E&W System Operator Desk	408-615-5640	SVPreliability@SantaClaraCA.gov

Mailing Address:

Silicon Valley Power, 1500 Warburton Avenue, Santa Clara, CA 95050

Exhibit H (b)

Tri-Dam (SELLER) CONTACTS

1. Contract Management

Name	Phone	Email
Summer Nicotero	(209)965-3996, extension120	snicotero@tridamproject.com

2. Billing/Invoice Issues

Name	Phone	Email
Summer Nicotero	(209)965-3996 ,extension120	snicotero@tridamproject.com

3.Pre-Scheduling and Dispatch/Outage Coordination

Annual, Monthly, Weekly and Daily generation schedules:

Name	Phone	Email
Chris Tuggle	(209)965-3996, extension 121	ctuggle@tridamproject.com

Pre-Scheduling (FAX) (209)965-4415

4.Operator and Real Time Issues

All planned and/or Forced Outages of generation facilities are to be provided to City Dispatch/Outage Coordination.

Name	Phone	Email
Tri-Dam Project Operations Center	(209)965-3214	Operator@tridamproject.com

EXHIBIT I
SELLER'S INSURANCE INFORMATION

Certificate of Insurance (Example)

No.

Dated:

This document supersedes any certificate previously issued under this

number

<p>This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).</p> <p>Notwithstanding any requirement, term or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions and exclusions of such Policy(ies). This certificate does not amend, extend or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.</p> <p>Limits may have been reduced since Policy effective date(s) as a result of a clam or claims.</p>	
<p>Certificate Holder: To Whom It may Concern</p>	<p>Named Insured and Address:</p>

This certificate is issued regarding: .

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured or Limits of Liability	
<p>COMMERCIAL GENERAL LIABILITY</p> <ul style="list-style-type: none"> • Each Occurrence (including Tenants Legal Liability) • Personal or Advertising Injury Limit • Products & Completed Operations <ul style="list-style-type: none"> • General Aggregate Limits 				Each Occurrence (including Tenants Legal Liability)	USD 1,000,000
				Employers Liability	USD 1,000,000
				General Aggregate Limit	USD 3,000,000
				Medical Expense	USD 10,000
				Non-Owned Auto	USD 1,000,000
				Personal or Advertising Injury Limit	USD 1,000,000
				Products & Completed Operations Aggregate	USD 1,000,000
<p>UMBRELLA</p> <ul style="list-style-type: none"> • AI/PI Aggregate Limit • Each Occurrence Limit • Excess Coverage other Aggregate Limit • Products Completed Operations Aggregate Limit • Umbrella Coverages Aggregate Limit 				AI/PI Aggregate Limit	USD 9,000,000
				Each Occurrence Limit	USD 9,000,000
				Excess Coverage other Aggregate Limit	USD 9,000,000
				Products Completed Operations Aggregate Limit	USD 9,000,000
				Umbrella Coverages Aggregate Limit	USD 9,000,000
WORKERS COMPENSATION				As Required by Law	

GENERAL MANAGER BOARD REPORT
Summer Nicotero
January 19, 2023

1. Jeff Shields provided me with an informative and thorough walk-through of the Project/Authority. I am grateful for his time and efforts, allowing for a great start in my new role.
2. There was a significant rock slide on the Beardsley access road (pictures follow this report). We have communicated with the Forest Service and determined the clearing and repairs are the responsibility of the district. An item is included in the agenda to approve the project as we collect bids. The project is expected to span several months.
3. Due to the unprecedented precipitation in recent weeks, we are spilling at Beardsley. Based on the weather forecast, I anticipate we will continue to spill as generation can't keep pace with precipitation.
4. The Power Purchase Agreement was reviewed by the City of Santa Clara legal counsel as well as our legal counsel. All parties have agreed on the final version. The City Council for the City of Santa Clara has approved the agreement. This item is on the agenda for approval today.
5. We have completed internal recruitment for the Operations vacancies. At this point we have two vacancies we will be posting externally. In addition, we conducted interviews for the Finance Clerk position and have extended an offer. The new employee is expected to start January 30th.
6. The real estate listing for the property at 96 Connor Estates Drive in Copperopolis has expired. I have extended the listing to August 31, 2023 at an asking price of \$695,000.
7. There is significant precipitation forecasted for the next week. The NWS Climate Prediction Center's three-month outlook, issued on December 31, 2022, predicts equal chances of normal temperatures and likely above normal precipitation for California. As of January 9, 2023, we are almost exactly at the cumulative precipitation for the 2021-22 year with 28.18 currently and 28.30 previously. Needless to say, the outlook is very positive!





OPERATIONS AND MAINTENANCE MANAGER BOARD REPORT

Chris Tuggle

Jan 19, 2023

OPERATIONS:

Reservoir Data (A/F):

FACILITY	STORAGE	MONTH CHANGE
Donnells	41,809	1,412
Beardsley	70,571	(5,066)
Tulloch	62,621	7,798
New Melones	702,757	116,723

Outages:

Plant	Dates	Duration	Cause
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Operations Report:

New Melones Inflows:

Total inflows for water year 22/23 as of December 31: 160,773 A/F.

District Usage:

Total District usage for the water year 22/23 as of December 31: 23,620 A/F.

Precipitation:

Total precipitation for the month of December was 12.65 inches.

Other Activities:

- Safely completed the LOTO for the Donnells Annual Maintenance.
- Assisted maintenance and Basler Electric with the Donnells and Beardsley Governor upgrades.
- Restored LOTO for Beardsley and Sandbar powerhouse and returned the equipment to service on December 5th.
- Conducted interviews for Lead and Roving Operators.

MAINTENANCE:

Donnell:

1. Annual Maintenance.

Beardsley:

1. Equipment in service.

Sandbar:

1. Equipment in service.

Tulloch:

1. Equipment in service.

Misc.:

- Beardsley and Sandbar Annual Maintenance Completed on December 4th.
- Commissioned the Beardsley PRV and returned the equipment to service.
- Commissioned the Beardsley and Donnell's Governors and returned the equipment to service.
- Snow Plowing.
- Donnell's Annual Maintenance December 1st – 22nd.

BEARDSLEY PRECIPITATION

YEAR	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
1958-59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.40	1.39	1.40	1.04	0.00	11.23
1959-60	0.00	0.03	3.09	0.00	0.00	1.92	5.74	8.38	4.68	2.45	0.35	0.00	26.64
1960-61	0.05	0.00	0.44	0.63	5.33	2.43	1.60	3.04	4.96	1.49	1.84	0.29	22.10
1961-62	0.21	1.12	0.77	0.70	3.39	2.98	2.04	15.32	6.13	1.12	1.04	0.02	34.84
1962-63	0.30	0.16	0.35	2.98	1.05	2.66	5.91	8.37	6.08	8.24	3.70	0.74	40.54
1963-64	0.00	0.44	0.59	2.63	7.81	0.81	5.84	0.21	3.02	2.01	2.44	1.64	27.44
1964-65	0.00	0.00	0.34	2.08	7.40	17.93	5.90	1.34	2.44	5.27	0.32	0.29	43.31
1965-66	0.00	1.47	0.60	0.47	12.38	4.59	1.68	2.33	1.00	2.39	0.43	0.10	27.44
1966-67	0.13	0.00	0.28	0.00	7.55	8.48	8.77	0.67	10.02	10.25	2.04	1.05	49.24
1967-68	0.00	0.39	0.90	0.54	2.47	3.35	4.94	4.81	3.48	0.73	1.44	0.02	23.07
1968-69	0.10	0.65	0.00	2.12	6.22	8.28	19.45	8.35	1.88	3.39	0.21	0.39	51.04
1969-70	0.00	0.00	0.55	3.41	2.98	6.46	17.06	3.11	3.43	2.50	0.00	3.17	42.67
1970-71	0.00	0.00	0.00	0.91	10.71	8.44	2.83	1.16	4.87	1.49	1.80	0.77	32.98
1971-72	0.00	0.02	0.29	1.22	6.22	10.31	2.39	2.78	1.01	4.03	0.10	1.62	29.99
1972-73	0.00	0.58	0.17	1.85	6.27	5.57	12.08	12.06	5.31	1.11	0.72	0.74	46.46
1973-74	0.05	0.18	0.07	3.65	9.88	9.10	5.08	1.84	8.18	5.15	0.02	0.07	43.27
1974-75	2.57	0.10	0.00	2.82	2.38	4.95	4.25	10.16	9.90	5.41	0.84	0.63	44.01
1975-76	0.03	2.02	0.15	6.75	2.04	0.74	0.49	3.03	2.66	2.42	0.91	0.05	21.29
1976-77	0.10	2.43	1.00	0.93	1.54	0.24	2.50	2.68	2.06	0.25	4.65	0.38	18.76 RECORD LOW
1977-78	0.00	0.00	0.58	0.24	4.76	9.72	10.85	8.31	8.67	7.97	0.19	0.23	51.52
1978-79	0.08	0.00	3.98	0.07	3.17	4.43	8.45	7.60	6.05	1.86	2.88	0.02	38.59
1979-80	0.17	0.03	0.00	4.66	4.63	5.22	14.62	13.03	3.61	3.09	4.33	0.77	54.16
1980-81	0.43	0.02	0.03	0.71	0.58	3.04	8.05	2.69	6.26	1.67	1.42	0.00	24.90
1981-82	0.06	0.00	0.15	5.27	8.76	8.39	6.08	8.08	11.23	8.19	0.12	1.34	57.67
1982-83	0.03	0.02	4.02	8.78	11.30	7.32	10.83	14.34	12.86	6.29	0.74	0.12	76.65 RECORD HIGH
1983-84	0.01	0.09	3.86	1.35	16.44	12.75	0.27	5.51	3.56	2.70	0.84	1.31	48.69
1984-85	0.00	0.05	0.73	3.97	10.28	2.58	1.52	3.13	5.84	0.86	0.07	0.28	29.31
1985-86	0.30	0.12	2.64	3.09	7.71	4.52	4.70	21.98	8.43	2.37	1.58	0.00	57.44
1986-87	0.02	0.00	2.18	0.00	0.49	0.73	3.42	5.89	5.21	0.79	1.63	0.15	20.51
1987-88	0.00	0.00	0.00	2.19	2.22	5.79	5.42	0.88	0.73	3.15	1.66	0.79	22.83
1988-89	0.00	0.00	0.05	0.07	6.96	4.29	1.45	2.73	10.08	1.41	0.74	0.02	27.80
1989-90	0.00	0.33	3.28	4.30	3.02	0.00	4.75	3.40	2.75	1.66	3.46	0.21	27.16
1990-91	0.00	0.11	0.59	0.41	1.62	1.30	0.40	1.79	16.08	1.74	2.54	1.54	28.12
1991-92	0.17	0.10	0.32	5.54	2.32	3.10	1.97	7.68	4.58	0.45	0.45	1.66	28.34
1992-93	3.26	0.35	0.00	3.05	0.44	9.61	12.19	8.74	6.29	2.07	1.24	2.43	49.67
1993-94	0.00	0.00	0.00	1.25	2.11	1.97	2.93	7.08	0.86	3.71	2.22	0.00	22.13
1994-95	0.00	0.00	0.77	2.82	7.92	3.68	18.32	1.14	18.76	6.98	6.72	1.02	68.13
1995-96	0.05	0.00	0.00	0.00	0.35	9.13	10.32	11.17	6.81	3.94	5.51	1.24	48.52
1996-97	0.05	0.01	0.23	2.55	7.14	16.19	18.16	0.80	0.53	0.82	0.51	1.24	48.23
1997-98	0.17	0.00	0.33	1.39	4.99	3.70	12.86	16.30	6.69	4.94	6.46	1.35	59.18
1998-99	0.00	0.00	2.84	0.49	5.12	3.13	8.93	9.71	2.63	3.03	1.28	1.03	38.19
1999-00	0.00	0.13	0.18	1.05	3.51	0.51	11.68	14.13	2.58	3.70	2.72	1.06	41.25
2000-01	0.00	0.07	0.96	3.17	1.01	1.59	4.69	4.70	3.08	5.39	0.00	0.07	24.73
2001-02	0.02	0.00	0.60	1.17	6.97	9.75	2.56	2.13	6.88	2.29	2.02	0.00	34.39
2002-03	0.00	0.00	0.09	0.00	7.42	11.17	1.12	3.50	3.81	9.36	2.69	0.00	39.16
2003-04	0.09	1.32	0.06	0.00	2.88	9.97	2.79	8.52	1.07	0.17	0.55	0.02	27.44
2004-05	0.02	0.00	0.19	7.66	2.93	6.67	10.52	6.95	9.35	3.35	5.76	0.80	54.20
2005-06	0.00	0.11	0.71	1.70	3.34	17.72	7.75	5.26	10.14	10.55	1.97	0.10	59.35
2006-07	0.08	0.00	0.01	1.53	3.56	5.25	2.08	8.70	1.30	2.61	1.33	0.10	26.55
2007-08	0.01	0.17	0.34	1.02	0.95	5.01	10.15	6.69	0.87	0.26	2.85	0.00	28.32
2008-09	0.00	0.00	0.00	1.65	6.17	5.08	5.88	6.98	6.78	1.97	3.37	0.79	38.67
2009-10	0.00	0.10	0.00	4.37	1.31	5.89	7.97	5.86	4.92	6.66	3.65	0.06	40.79
2010-11	0.00	0.00	0.00	8.67	7.15	14.21	2.15	5.76	15.22	1.94	2.94	3.21	61.25
2011-12	0.00	0.00	1.56	3.13	1.77	0.00	6.25	1.62	5.96	4.76	0.37	0.92	26.34
2012-13	0.00	0.00	0.00	1.27	5.78	12.56	0.64	0.93	3.26	1.11	1.48	0.80	27.83
2013-14	0.00	0.00	0.72	0.56	1.80	1.22	1.59	9.23	6.17	3.43	0.98	0.05	25.75
2014-15	0.52	0.03	1.03	0.15	3.72	7.25	0.13	4.49	0.43	3.08	2.75	0.80	24.38
2015-16	0.39	0.00	0.11	2.26	5.36	9.74	9.53	1.74	9.19	3.13	1.82	0.34	43.61
2016-17	0.00	0.00	0.00	7.26	3.19	8.30	22.25	20.47	5.49	8.06	0.59	0.46	76.07
2017-18	0.00	0.09	1.44	0.50	7.34	3.42	5.20	0.76	14.50	3.70	1.02	0.00	34.97
2018-19	0.00	0.00	0.00	1.92	8.21	3.07	9.84	15.37	8.97	2.07	7.43	0.46	57.34
2019-20	0.00	0.00	0.63	0.00	1.39	10.58	2.09	0.08	7.50	3.87	3.09	0.33	29.56
2020-21	0.00	0.23	0.10	0.00	2.38	3.40	7.28	2.44	2.83	1.31	0.18	0.00	20.15
2021-22	0.09	0.00	0.18	7.51	0.95	13.37	0.04	0.36	0.96	4.14	0.39	0.31	28.30
2022-23	0.00	0.29	2.27	0.02	3.83	12.65	9.12	0.00	0.00	0.00	0.00	0.00	28.18 Current Year
Average	0.15	0.21	0.74	2.23	4.70	6.18	6.54	6.07	5.64	3.38	1.87	0.62	38.30
2021-22 +/-	(0.15)	0.08	1.53	(2.21)	(0.87)	6.47	2.58	(6.07)	(5.64)	(3.38)	(1.87)	(0.62)	(10.12)

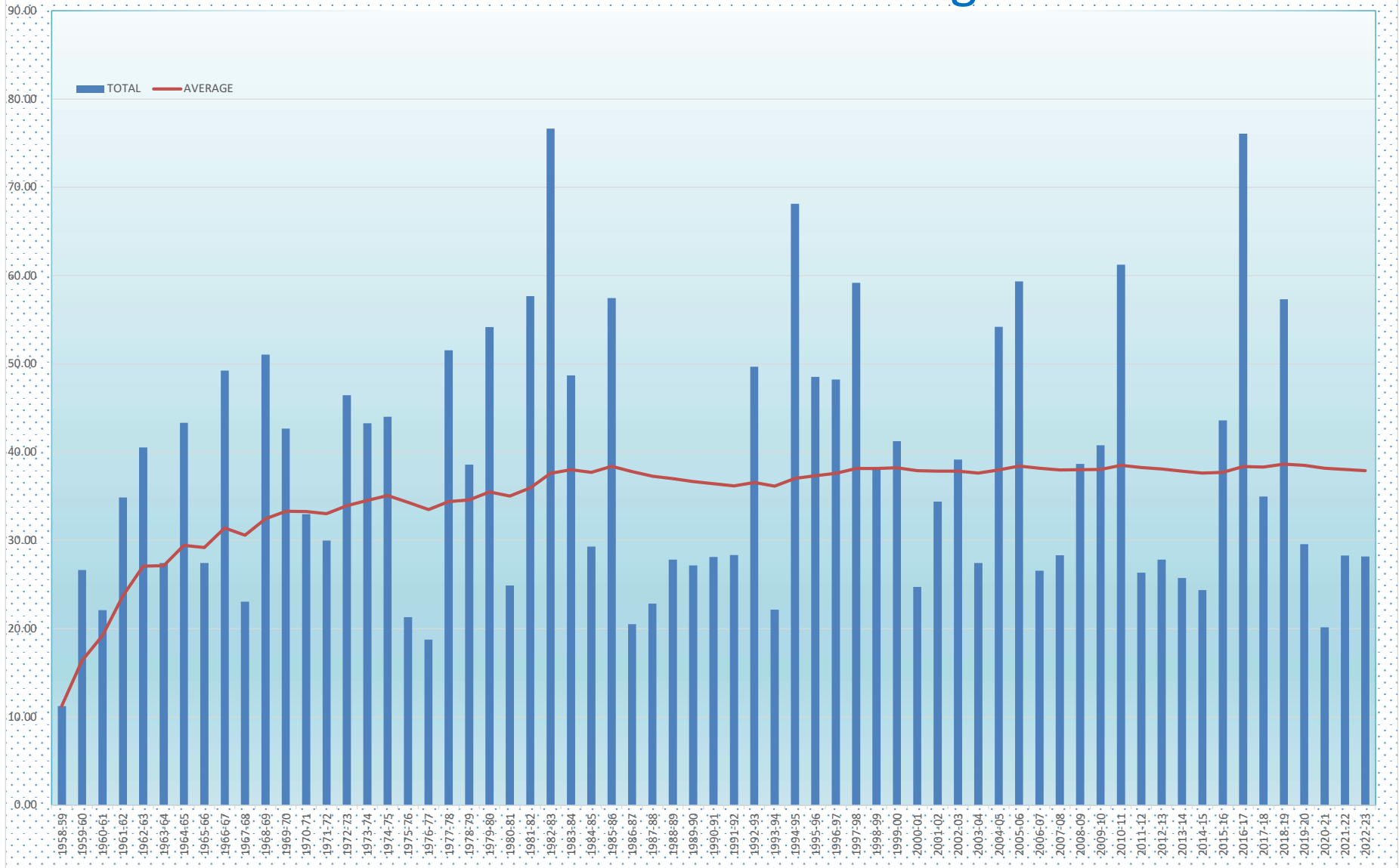
ANNUAL AVERAGE **38.30**

INCHES +/- ANNUAL AVERAGE **(10.12)**

PERCENT OF ANNUAL AVERAGE **74%**

Updated as of 9-Jan-23

Historical Rain VS Average



REGULATORY AFFAIRS BOARD REPORT

Susan Larson
January 19, 2023

FERC Compliance

- Hells Half Acre Road. Updated plans, including the inclusion of the cultural resources' sites so that verification of no impact can be made by USFS have been submitted to USFS staff. Final mitigation reports for the cultural resources are expected to be completed with all approvals in place by February 2023. The goal will be to have the project fully approved so that the project can be circulated for bid in early 2023, for construction in late spring/early summer 2023.
- Tulloch Spillway Road. P&P is actively working on the initial phase 1 design evaluation, and data gathering. Project remains on schedule and within budget.
- FERC Annual Cultural Resources Monitoring. All annual monitoring reports were completed timely, and will be filed with FERC where required. All work in on time and within budget.
- Coordination of license requirements for all licenses for inspection provisions within the D2SI (San Francisco Regional Office), and DHAC (Washington DC), to ensure proper coordination of pending requirements for gate inspections, and other dam safety follow up, including Part 12 D follow up. An extension for filing of the final Part 12D reports was requested from FERC to allow until March 30, 2023. All Part 12D reports are now in final draft stage, with Tri-Dam and Wayne Edwards (Tri-Dam's dam safety consulting engineer) providing comments and suggested edits. The updated schedule anticipates filing of all Part 12D reports by February 1, 2023 in advance of the requested extension timing. Coordination with the SF Regional Office is ongoing.
- FERC conference calls on dam safety matters, and multiple filings relative to dam safety and inspection follow up comments from FERC, along with spillway and seismic safety issues of question by FERC. Additional filings were made prior to December 31, 2022, including Safety Certificates and Dam Safety follow up items.
- Tulloch Day Use Site. Elements of the project site are largely complete, with minor work to be done on the shoreline retaining wall grouting which will take place next winter when the reservoir is dropped to extra low levels to accommodate the 10-year radial gate inspections along with DSOD gate cycling requirements. Final inspections from the County Public Works, Building Department and Planning Departments are ongoing, with the initial inspections conducted prior to the Christmas holiday, and a full inspection meeting with all departments conducted on January 3, 2023. Additional information was submitted to the County on January 4, 2023. KW Emerson has a number of correction list items that are to be scheduled, but several are weather dependent. Completion of the project is a top priority.
- FERC EAP, and other updates are in process to reflect changes in staffing and contact information as required.

Permit and Other Assignments

Work on permits, site reviews and compliance questions for various properties at Tulloch. Respond to daily inquiries from the public. Permits, inspections and file documentation.

- Tulloch compliance matters, as required.
- Working on pending litigation matters, as required.
- Working to wrap up the last set of open escrows at Tulloch, for transfers started many years ago.



Tri-Dam Project Generation & Revenue Report 2022

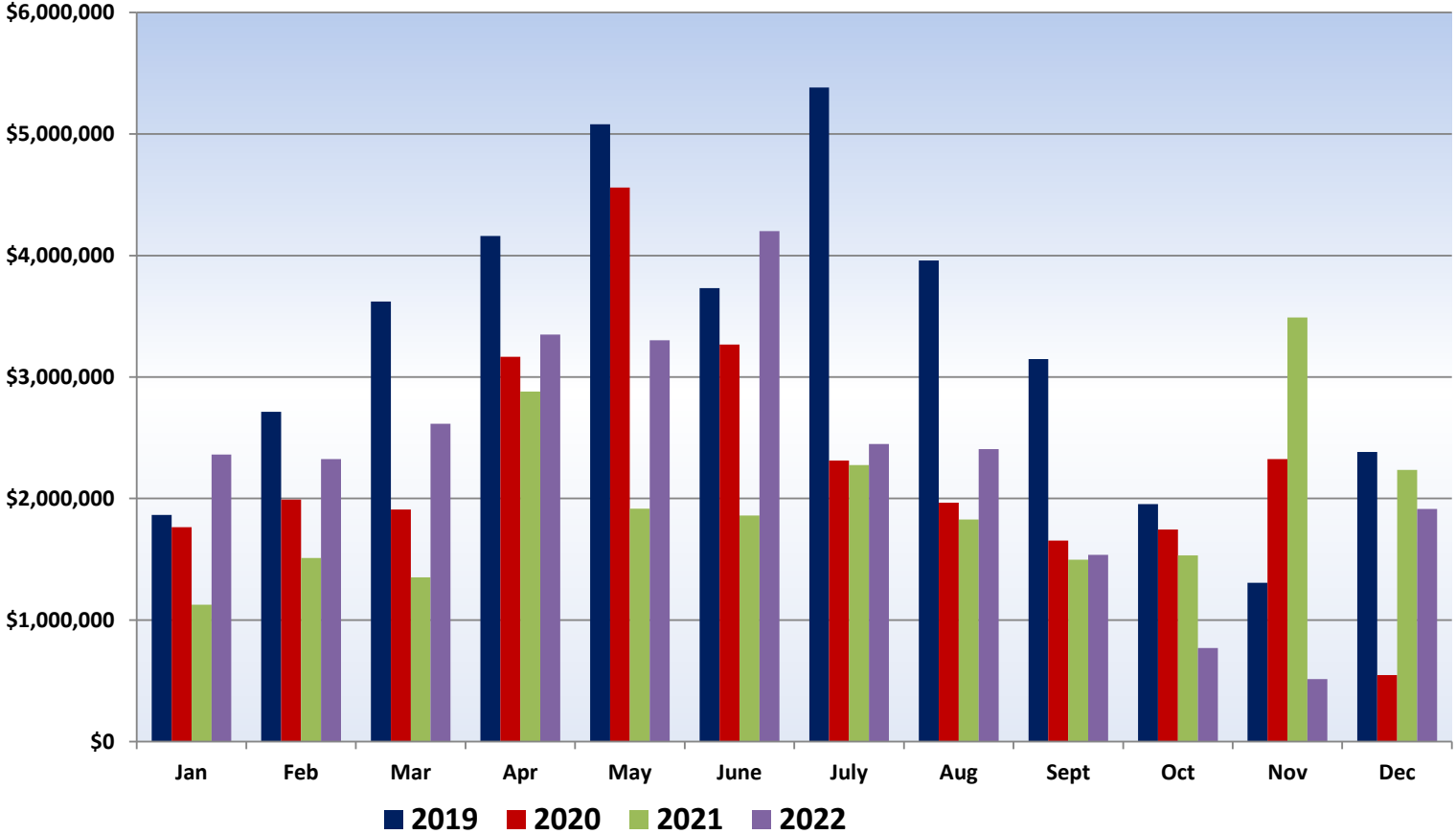
	Donnells				Beardsley				Tulloch				Project Total			
	Average Generation (1958-2018)	2022 Net Generation (kWh)	Avoided Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue
JAN	17,389,989	22,065,962	-	\$1,765,277	3,150,048	6,346,979	\$507,758	4,271,885	1,105,497	\$88,440	24,811,922	29,518,438	\$2,361,475	24,811,922	29,518,438	\$2,361,475
FEB	17,229,608	20,356,500	-	\$1,628,520	2,927,753	4,160,159	\$332,813	5,024,913	4,542,830	\$363,426	25,182,274	29,059,489	\$2,324,759	25,182,274	29,059,489	\$2,324,759
MAR	23,070,659	21,199,698	-	\$1,695,976	3,584,274	712,429	\$56,994	7,580,691	10,794,631	\$863,570	34,235,623	32,706,757	\$2,616,541	34,235,623	32,706,757	\$2,616,541
APR	31,686,865	25,641,336	-	\$2,051,307	4,717,464	6,239,458	\$499,157	10,811,027	9,993,391	\$799,471	47,215,356	41,874,184	\$3,349,935	47,215,356	41,874,184	\$3,349,935
MAY	41,216,149	23,096,110	-	\$1,847,689	5,799,593	3,884,238	\$310,739	12,131,040	14,298,993	\$1,143,919	59,146,782	41,279,340	\$3,302,347	59,146,782	41,279,340	\$3,302,347
JUN	42,555,036	30,939,288	-	\$2,475,143	6,336,073	6,160,441	\$492,835	12,084,818	15,417,779	\$1,233,422	60,975,928	52,517,508	\$4,201,401	60,975,928	52,517,508	\$4,201,401
JUL	36,444,466	12,729,928	-	\$1,018,394	6,629,514	4,981,005	\$398,480	12,609,174	12,915,743	\$1,033,259	55,683,154	30,626,677	\$2,450,134	55,683,154	30,626,677	\$2,450,134
AUG	27,568,740	17,237,748	-	\$1,379,020	6,269,748	1,317,251	\$105,380	11,868,293	11,530,563	\$922,445	45,706,781	30,085,561	\$2,406,845	45,706,781	30,085,561	\$2,406,845
SEP	20,111,167	6,477,711	-	\$518,217	5,223,523	4,704,246	\$376,340	8,577,620	8,026,323	\$642,106	33,912,310	19,208,280	\$1,536,662	33,912,310	19,208,280	\$1,536,662
OCT	12,743,535	2,323,885	-	\$185,911	3,752,220	496,473	\$39,718	4,664,124	6,814,313	\$545,145	21,159,879	9,634,670	\$770,774	21,159,879	9,634,670	\$770,774
NOV	12,042,987	5,444,365	-	\$435,549	2,794,775	-	\$0	2,487,256	980,384	\$78,431	17,325,019	6,424,749	\$513,980	17,325,019	6,424,749	\$513,980
DEC	14,354,891	16,054,313	-	\$1,284,345	3,713,920	5,907,908	\$472,633	3,288,702	1,979,598	\$158,368	21,357,513	23,941,819	\$1,915,345	21,357,513	23,941,819	\$1,915,345
Total	296,414,092	203,566,844	-	\$16,285,348	54,898,907	44,910,584	\$3,592,847	95,399,542	98,400,045	\$7,872,004	446,712,540	346,877,473	\$27,750,198	446,712,540	346,877,473	\$27,750,198

Note: Price per MWh is \$80.00

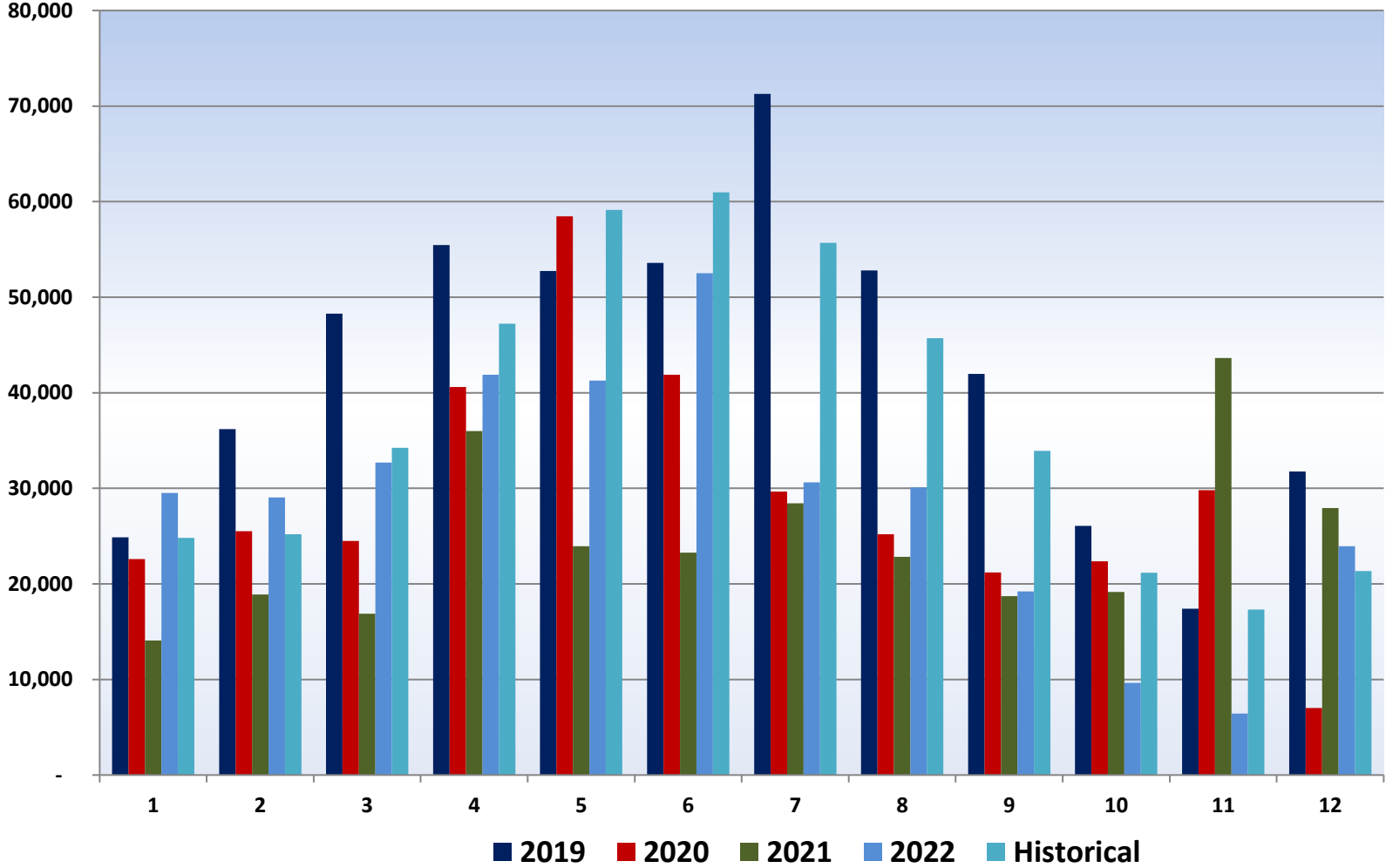
Tri-Dam Power Authority - Sand Bar

	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	PG&E Coordination Payment	Total Revenue
JAN	4,663,654	11,591,430	\$927,314	\$0	\$927,314
FEB	3,946,606	7,422,672	\$593,814	\$0	\$593,814
MAR	5,290,014	-	\$0	\$0	\$0
APR	6,873,822	7,146,240	\$571,699	\$0	\$571,699
MAY	8,065,189	7,151,326	\$572,106	\$0	\$572,106
JUN	8,750,023	8,488,900	\$679,112	\$0	\$679,112
JUL	9,133,101	6,996,309	\$559,705	\$0	\$559,705
AUG	8,560,581	1,083,010	\$86,641	\$0	\$86,641
SEP	6,928,285	6,777,927	\$542,234	\$0	\$542,234
OCT	4,898,944	755,759	\$60,461	\$0	\$60,461
NOV	2,947,604	-	\$0	\$0	\$0
DEC	5,554,123	9,656,730	\$772,538	\$0	\$772,538
Total	75,611,948	67,070,301	\$5,365,624	\$0	\$5,365,624

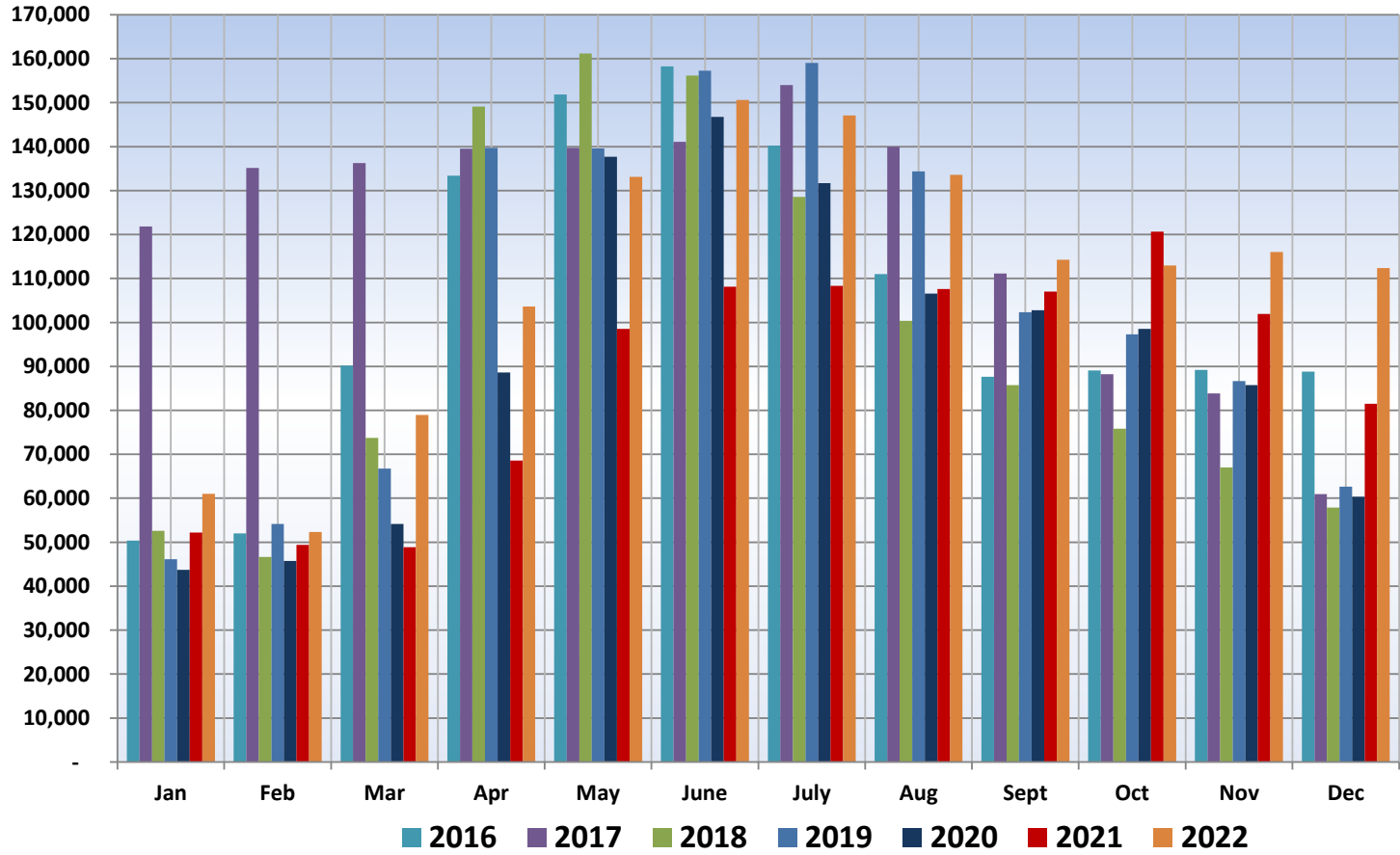
Tri-Dam Project Generation Revenue



Tri-Dam Project Total Generation - MWh



Tri-Dam Project Storage AF - Donnells & Beardsley



WESTERN PRICE SURVEY

[7] Natural Gas Prices Move Higher

Western natural gas prices continued moving higher in the holiday-punctuated trading period; however, power prices generally moderated or softened in the abbreviated Dec. 29 through Jan. 5 trading window. Markets were closed Jan. 2 in observance of New Year's Day.

Although prices are no longer near the \$50/MMBtu mark, most natural gas hubs' values remain well above \$10/MMBtu. SoCal CityGate posted the highest price at \$18.64/MMBtu by Jan. 5.

Western hubs generally added between roughly a quarter and as much as \$4 in trading. Sumas gained the most week over week, up \$4.01 to \$13.43/MMBtu. Alberta natural gas proved the exception, dropping 57 cents to \$3.94/MMBtu.

Also of note, El Paso-Permian Basin traded at negative 77 cents/MMBtu Dec. 30. Kinder Morgan, operator of the El Paso Natural Gas pipeline, reported linepack issues Dec. 27 and posted numerous system-constraint notices on its website. By Jan. 5, the hub was trading at \$1.65/MMBtu.

National working natural gas in storage was 2,891 Bcf as of Dec. 30, according to the U.S. Energy Information Administration. This is a net decrease of 221 Bcf compared with the previous week.

The EIA's Pacific region posted no gas withdrawals between Dec. 23 and Dec. 30, which kept stores at 165 Bcf. This is 25.3 percent less than a year ago, when there was 221 Bcf in regional storage, and 33.2 percent less than the five-year average of 247 Bcf.

Due to the holiday observances, the EIA did not post its weekly analysis. The next installment will be available Jan. 12.

A total of 328 MMcf was withdrawn from Aliso Canyon storage on the Jan. 2 and Jan. 3 gas days, according to Southern California Gas Co.'s ENVOY website.

Henry Hub natural gas values inched up by 6 cents to \$3.76/MMBtu in trading.

Daytime Western power prices were mixed. California-Oregon Border peak power lost the most by the end of Jan. 5 trading, down \$65 to \$160/MWh. Both Mid-Columbia and South of Path 15 made nominal gains. SP15 gained the most, up \$4.60 to \$189.50/MWh, which was the highest regional peak power price.

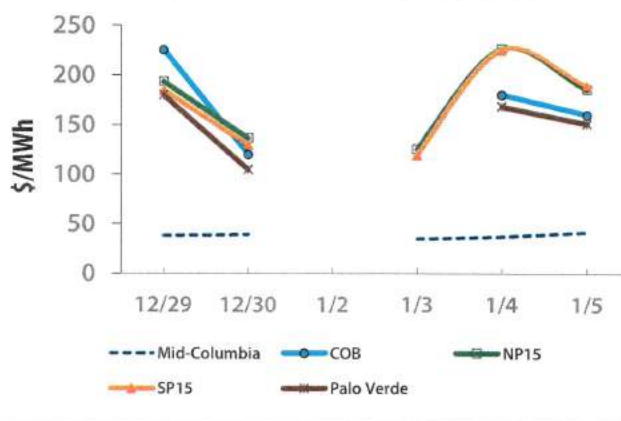
Off-peak power values dropped by between \$13.70 and almost \$169 in trading. Mid-C nighttime power fell the most, tumbling by \$168.95 to \$160/MWh.

California Independent System Operator grid demand reached 28,658 MW Jan. 3.

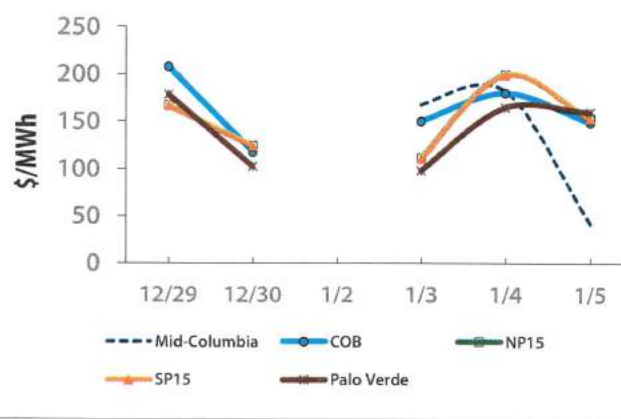
In December, the average high peak price at Henry Hub was \$7.30/MMBtu, almost \$2.80 more than in 2021 (see "Price Trends," next page). Constraints and weather sent Western natural gas hub prices up by between roughly \$41 and \$49 year over year. PG&E CityGate added the most year over year, surging up by \$49.18 to \$57.07/MMBtu.

Average Western peak power prices similarly skyrocketed by between \$350.25 and \$439.09 in December compared with the year prior. North of Path 15 daytime power gained the most value, up \$439.09 to \$524.10/MWh. **—Linda Dailey Paulson**

Average Peak Power Prices
Thurs., 12/29/2022 - Thurs., 01/05/2023



Average Off-Peak Prices
Thurs., 12/29/2022 - Thurs., 01/05/2023



Average Natural Gas Prices (\$/MMBtu)

	Thurs. 12/29/22	Tues. 01/03/23	Thurs. 01/05/23
Henry Hub	3.70	3.66	3.76
Sumas	9.42	18.47	13.43
Alberta	4.51	4.17	3.94
Malin	15.03	14.79	15.62
Opal/Kern	14.08	16.81	15.36
Stanfield	14.89	15.41	15.43
PG&E CityGate	16.32	14.92	16.68
SoCal Border	13.66	25.43	17.37
SoCal CityGate	16.32	18.49	18.64
EP-Permian	-0.77	2.72	1.65
EP-San Juan	3.90	15.36	4.14

Power/gas prices courtesy Enerfax

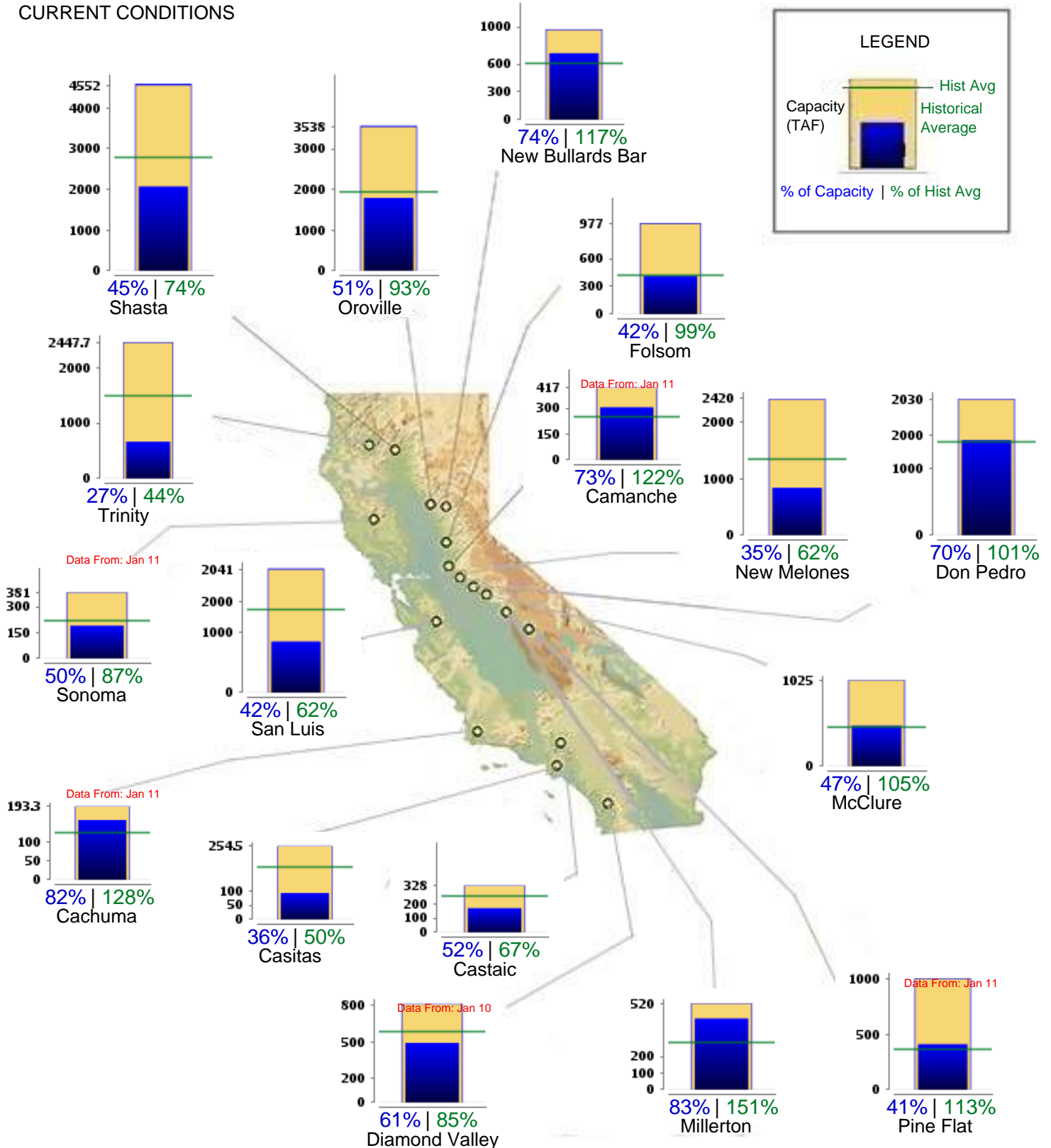


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - January 12, 2023

CURRENT CONDITIONS





1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

January 10, 2023

Tri Dam Project
Jeff Shields
P.O. Box 1158
Pinecrest, CA 95364

Re: December 2022 Invoices

Dear Mr. Shields:

Enclosed are invoices for consulting services provided by FISHBIO during December. Services provided for each project are summarized below.

Publications

During December we made revisions to the diets manuscript to address comments received from peer reviewers. Work also focused on modeling black bass abundance and survival for a third publication developed this year that is nearly completed.

Non-Native Investigation/ Predator Study

During December efforts focused on entering results of genetic analysis of stomach samples, querying video review data for summary and analysis., and discussing with Oregon Department of Fish and Wildlife their efforts to control bass in a recently invaded salmon stream.

2022	<i>Life-cycle Monitoring</i>	<i>Publications</i>	<i>Consulting</i>	<i>Non-natives</i>	TOTAL
<i>Jan</i>	\$ 14,420.93	\$ -	\$ -	\$ 41,998.79	\$ 56,419.72
<i>Feb</i>	\$ 29,685.33	\$ 19,297.50	\$ -	\$ 80,925.68	\$ 129,908.51
<i>Mar</i>	\$ 21,981.66	\$ 4,302.50	\$ -	\$ 86,368.95	\$ 112,653.11
<i>Apr</i>	\$ 22,586.65	\$ 3,945.00	\$ 150.00	\$ 76,074.51	\$ 102,756.16
<i>May</i>	\$ 10,853.61	\$ 2,885.00	\$ -	\$ 61,864.22	\$ 75,602.83
<i>Jun</i>	\$ 4,303.43	\$ 9,870.00	\$ -	\$ 38,622.22	\$ 52,795.65
<i>Jul</i>	\$ 3,905.00	\$ 9,290.00	\$ 450.00	\$ 21,687.04	\$ 35,332.04
<i>Aug</i>	\$ 36,350.64	\$ 13,402.50	\$ -	\$ 34,471.54	\$ 84,224.68
<i>Sep</i>	\$ 11,272.30	\$ 10,402.50	\$ -	\$ 28,421.88	\$ 50,096.68
<i>Oct</i>	\$ -	\$ 20,667.50	\$ 5,145.00	\$ 7,819.96	\$ 33,632.46
<i>Nov</i>	\$ 6,550.00	\$ 11,640.00	\$ 300.00	\$ 2,165.00	\$ 20,655.00
<i>Dec</i>	\$ -	\$ 6,425.00	\$ -	\$ 13,848.40	\$ 20,273.40
TOTAL	\$ 161,909.55	\$ 112,127.50	\$ 6,045.00	\$ 494,268.19	\$ 774,350.24
<i>Estimated</i>	\$ 150,000.00	\$125,000.00	\$ 25,000.00	\$ 475,000.00	\$ 775,000.00
<i>Remaining</i>	\$ (11,909.55)	\$ 12,872.50	\$ 18,955.00	\$ 19,268.19)	\$ 649.76

Sincerely,


Andrea Fuller

SJB December 2022 Field Report

Adult Upstream Migration Monitoring

The Stanislaus River weir continued operating until December 31, the season total was 3,622 Chinook (Figure 1). The electronic components and rigid weir were removed from the river on the afternoon of December 31 as run-off from a series of storms increased river flow to a level that the weir could no longer safely operate. The components were re-installed briefly from January 5-9 but then removed again as another series of storms brought flood control releases from Tulloch Reservoir. Escapement to the Stanislaus River in 2022 was 40% less than the previous year but about average for the last five years (mean: 3,787).

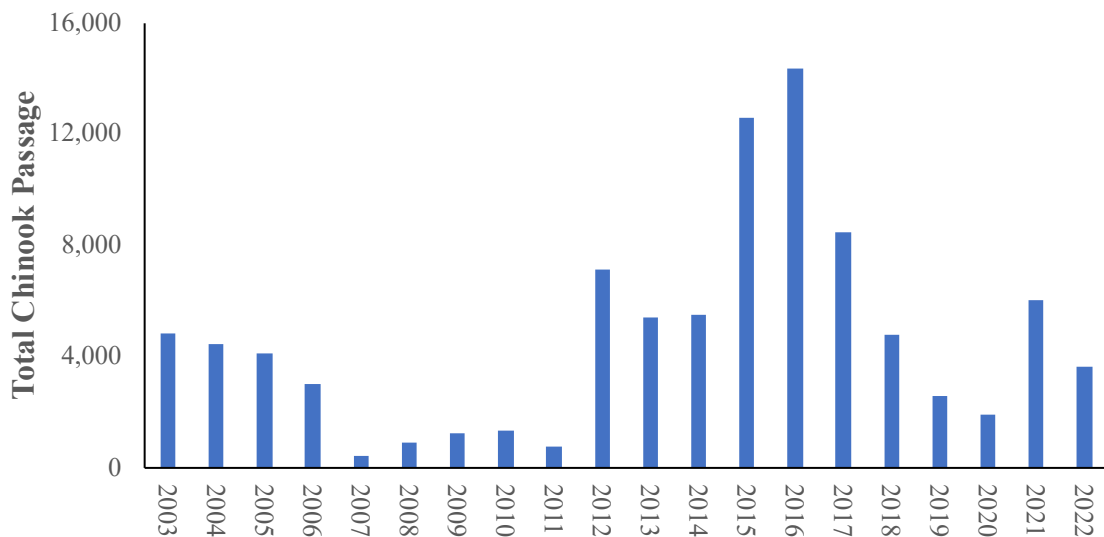


Figure 1. Annual Chinook salmon passage at the Stanislaus River weir, 2003-2022.

Trapping effort at the Stanislaus River weir increased throughout the month of December as the tail end of the Chinook salmon run trickled through. Chinook were the predominant catch throughout the month with a total of 235 individuals captured. Total Chinook catch in the trap through December 31 was 456 individuals. In addition, two Sacramento suckers, two hardheads, one yellow bullhead, and one *O. mykiss* were captured during the month. Measurements of length and depth were obtained from each captured fish. The ratio of these measurements will be applied to the data currently used to estimate total length of individuals passing through the VAKI RiverWatcher.

One large *O. mykiss* was captured at the Stanislaus River weir on December 5, 2022. The fish was greater than 16 inches classifying it as a steelhead based on California Department of Fish and Wildlife’s guidelines. The male steelhead was 705 mm TL (~27 ¾ inches) and weighed 3.64 kilograms (Figure 2). Scale and tissue samples were obtained from the fish and sent to Cramer Fish Sciences for analysis. Trapping will resume when the Stanislaus River flows decrease (likely 24 hours per day) targeting *O. mykiss* through the spring.



Figure 2. Male steelhead (27 ¾ inches TL; 8.02 lbs) captured and tagged (PIT tag and green floy tag) on December 5, 2022 at the Stanislaus River weir.

The Tuolumne River weir continued operating through the end of the year, and as of December 31, the season total stands at 689 Chinook salmon (Figure 3). Tuolumne River escapement in 2022 was slightly higher than the previous year. Escapement to the Tuolumne River since weir monitoring began in 2009 has ranged from 262 (2009) to 3,658 (2013) with a 14-year average of 1,750 salmon (Figure 4).

Bi-weekly redd surveys were conducted on the Tuolumne and Calaveras rivers during December. Surveys will continue on both rivers through the spring to capture the *O. mykiss* spawning period.

Escapement to the Mokelumne River through December 31 was 6,833 salmon. This was a 27% increase over the previous year but well under the 10-year average of 11,173 (range: 3,878 to 19,828) salmon (Figure 4). Escapement to the Mokelumne River exceeded 12,000 fish in six out of ten years since 2013, with 2017 being the highest year on record with 19,828 salmon passing through the ladder at Woodbridge Dam (Figure 4).

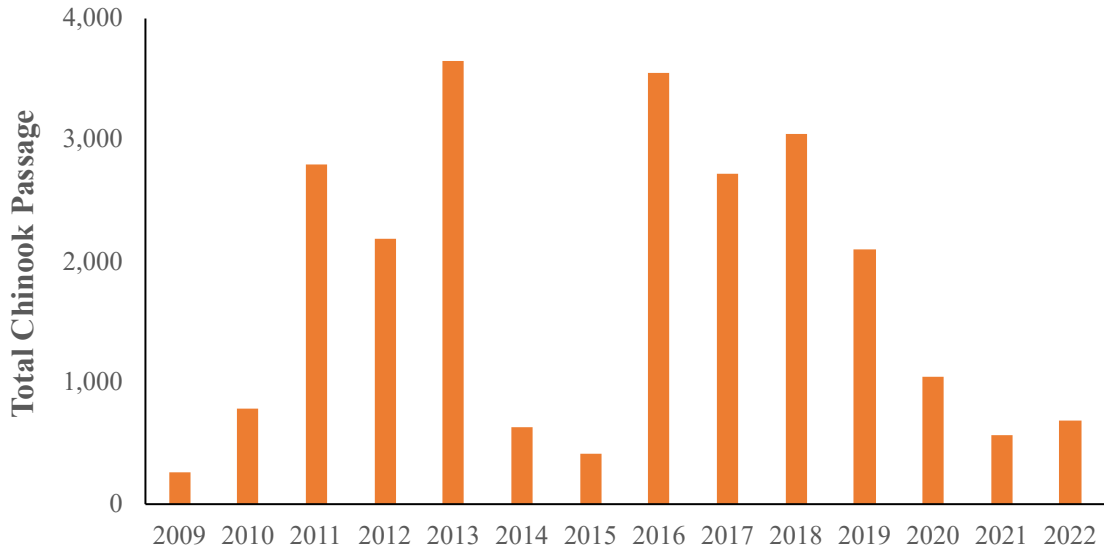


Figure 3. Annual Chinook salmon passage at the Tuolumne River weir, 2009-2022.

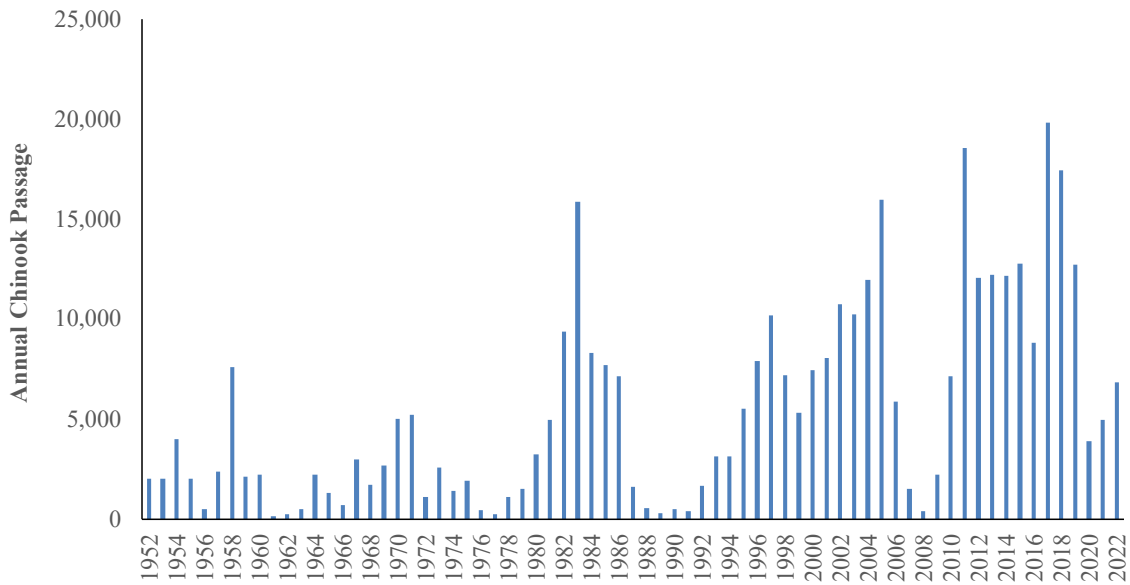


Figure 4. Annual Chinook salmon passage at Woodbridge Dam on the Mokelumne River weir, 1952-2022.

Juvenile Outmigration Monitoring

The Calaveras River rotary screw trap (RST) operated 19 days during the month of December, and 592 age 1+ (100-299 mm) and one adult (>299 mm) *O. mykiss* were captured, increasing the combined season total to 627 (Figure 5). A total of 213 fish have been implanted with Passive Integrated Transponder (PIT) tags this season with 50 of them being recaptured in the RST. One yearling Chinook salmon was captured so far this season.

The Tuolumne River RST near Waterford (RM 30) was installed on January 2 and began sampling immediately. The RST near Grayson (RM 5) is scheduled to be installed as soon as flood control releases allow. Bi-weekly seine surveys will begin in mid-January and will continue through early June to document juvenile Chinook movement through the lower Tuolumne River.

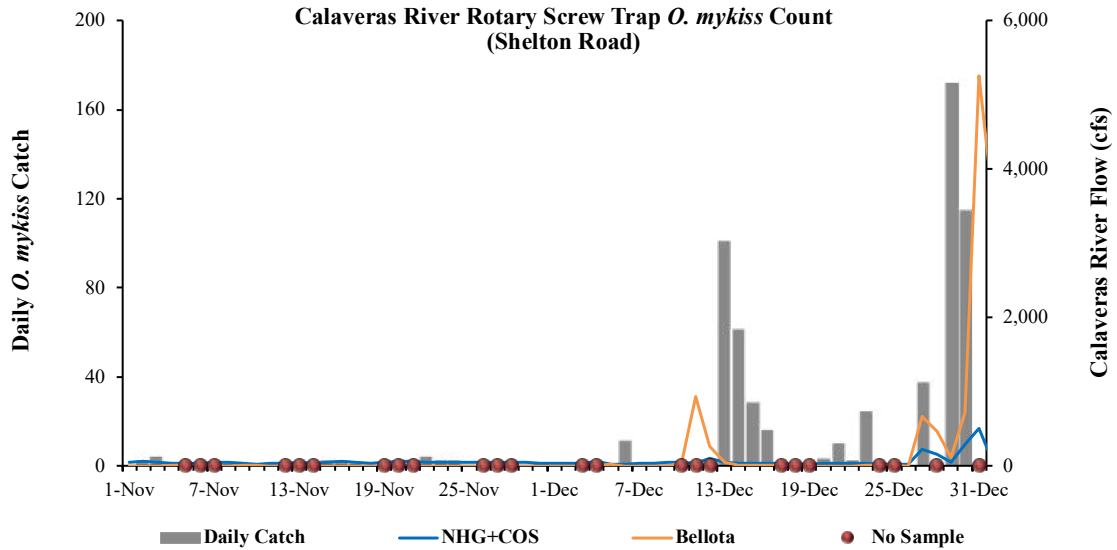


Figure 5. Daily *O. mykiss* catch at the Calaveras River rotary screw trap at Shelton Road and Calaveras River flow at New Hogan Dam (NHG) + Cosgrove (COS) and Bellota (MRS).

TRI-DAM

POWER

AUTHORITY

REGULAR BOARD MEETING
AGENDA
TRI-DAM POWER AUTHORITY
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
JANUARY 19, 2023

Start time is immediately following the Tri-Dam Project meeting
which begins at 9:00 A.M. PST (7:00 A.M. HAST)

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

and **Poipu Shores**
1775 Pe'e Road #A106
Koloa, HI 96756
(7:00 AM Hawaii-Aleutian Std. Time)

*** SEE BELOW FOR INSTRUCTIONS REGARDING PUBLIC
COMMENT AND PARTICIPATION**

NOTICE: Coronavirus (COVID-19)

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, JANUARY 16, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

**INFORMATION FOR MEETING DURING CONTINUED PROCLAIMED STATE
OF EMERGENCY**
(Effective 3/27/2020 – 2/28/2023):

*The location of the Tri-Dam meeting will be at the office of the Oakdale Irrigation District, 1205 East F Street, Oakdale and will be open to the public based on a reservation system. Be advised these facilities only have 3 – 4 seats available for public access due to implemented protection measures for the COVID-19 virus.

****Public members who wish to participate, listen to, and provide comment on agenda items can do so by telephone by calling 1 (669) 900-9128, Access Code: 358-572-1867. All speakers commenting on Agenda Items are limited to five (5) minutes.**

Members of the public may also submit public comments in advance by e-mailing nfiez@oakdaleirrigation.com by 4:30 p.m., Wednesday, January 18, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 840-5504, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER:

ROLL CALL: John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 – 3

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. There will be no discussion of these items unless a request is made to the Board President by a Director or member of the public. Those items will be considered at the end of the consent items.

1. Approve the regular board meeting minutes of December 15, 2022.
 2. Approve the December statement of obligations.
 3. Approve the Financial Statements for the eleven months ending November 30, 2022.
-

ACTION CALENDAR

ITEMS 4 - 8

4. Discussion and possible action to adopt Resolution TDPA 2023-01 Authorization for Maintenance of Deposit Accounts.
 5. Consider adoption of Resolution TDPA 2022-02 Electing New Officers.
 6. Consider adoption of Resolution TDPA 2022-03 Distribution of Funds.
 7. Discussion and possible action to authorize the General Manager to execute a Power Purchase Agreement with the City of Santa Clara.
 8. Discussion and/or possible action to reinstate Director Santos for eligibility to serve on Tri-Dam Power Authority committees.
-

ADJOURNMENT

ITEMS 9 - 10

9. Commissioner Comments.
10. Adjourn to the next regularly scheduled meeting.

BOARD AGENDA REPORT

Date: 1/19/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority December 2022 Minutes

RECOMMENDED ACTION: Review and possible approval of December 15, 2022 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM POWER AUTHORITY
MINUTES OF THE JOINT BOARD
OF COMMISSIONERS REGULAR MEETING**

December 15, 2022
Manteca, California

The Commissioners of the Tri-Dam Power Authority met at the office of the South San Joaquin Irrigation District in Manteca, California, on the above date for the purpose of conducting business of the Tri-Dam Power Authority, pursuant to the resolution adopted by each of the respective Districts on October 14, 1984.

President Doornenbal called the meeting to order at 10:46 a.m.

OID COMMISSIONERS

SSJID COMMISSIONERS

COMMISSIONERS PRESENT:

ED TOBIAS
HERMAN DOORNENBAL
TOM ORVIS
BRAD DeBOER

DAVE KAMPER
MIKE WESTSTEYN
GLENN SPYKSMA
DAVID ROOS
JOHN HOLBROOK

Also, Present:

Jeff Shields, Interim General Manager; Scot A. Moody, General Manager, Oakdale Irrigation District; Peter Rietkerk, General Manager, South San Joaquin Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project; Mia Brown, Counsel, SSJID; Tim O’Laughlin, Counsel, via zoom.

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

- ITEM #1 Approve the regular board meeting minutes of November 17, 2022.**
- ITEM #2 Approve the November statement of obligations.**
- ITEM #3 Approve the Financial Statements for the ten months ending October 31, 2022.**

Commissioner DeBoer moved to approve items one through three on the consent calendar. Commissioner Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Santos, Holbrook

ACTION ITEMS

ITEM #4 Review and possible action to approve and adopt the 2023 Budget.

Sharon Cisneros presented the 2023 draft budget and responded to Commissioner questions.

Commissioner DeBoer moved to approve items one through three on the consent calendar. Commissioner Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Santos, Holbrook

DISCUSSION

ITEM #5 Review Sandbar annual maintenance.

Chris Tuggle advised that annual maintenance has been completed, cooling water lines were replaced and rebuilding the infrastructure in the powerhouse will continue.

COMMUNICATIONS

ITEM #6 Commissioner Comments

None.

ADJOURNMENT

President Doornenbal adjourned the meeting at 10:58 a.m.

The next Board of Commissioners meeting is scheduled for January 19, 2023, at the offices of Oakdale Irrigation District beginning at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

BOARD AGENDA REPORT

Date: 1/19/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority December Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of the December Statement of Obligations

BACKGROUND AND/OR HISTORY:

Submitted for approval is the November Statement of Obligations for Tri-Dam Power Authority.

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Power Authority Statement of Obligations

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Power Authority

Statement of Obligations

December 1, 2022 to December 31, 2022

**TRI-DAM POWER AUTHORITY
STATEMENT OF OBLIGATIONS**

Period Covered
December 1, 2022 to December 31, 2022

Total Obligations: **3** **checks** **in the amount of** **\$1,265.07**
(See attached Vendor Check Register Report)

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Thomas D. Orvis

John Holbrook

Ed Tobias

Dave Kamper

Linda Santos

David Roos

Herman Doornenbal

Glenn Spyksma

Brad DeBoer

Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

THE UNDERSIGNED, EACH FOR HIMSELF, CERTIFIES THAT HE IS PRESIDENT OR SECRETARY OF THE TRI-DAM POWER AUTHORITY; THAT THE AMOUNTS DESIGNATED ABOVE HAVE BEEN ACTUALLY, AND NECESSARILY AND PROPERLY EXPENDED OR INCURRED AS AN OBLIGATION OF THE TRI-DAM POWER AUTHORITY FOR WORK PERFORMED OR MATERIALS FURNISHED FOR OPERATIONS AND MAINTENANCE OF THE SAND BAR PROJECT; THAT WARRANTS FOR PAYMENT OF SAID AMOUNTS HAVE BEEN DRAWN ON THE SAND BAR PROJECT O & M CHECKING ACCOUNT AT OAK VALLEY COMMUNITY BANK, SONORA, CALIFORNIA.

TRI-DAM POWER AUTHORITY
PRESIDENT,

TRI-DAM POWER AUTHORITY
SECRETARY,

Herman Doornenbal, President Date

Summer Nicotero, Secretary Date

Authority

December Checks by Amount



Check	Vendor No	Vendor	Date	Description	Amount
208312	10900	Chase Cardmember Service	12/22/2022		230.81
208313	10500	OID ~ Routine	12/22/2022		724.86
208314	10516	Pacific Gas & Electric Co.	12/22/2022		309.40
Report Total:					\$ 1,265.07

BOARD AGENDA REPORT

Date: January 19, 2023
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Power Authority Financial Statements for the Eleven Months ending November 30, 2022

RECOMMENDED ACTION: Approve the Financial Statements for the Eleven Months ending November 30, 2022

BACKGROUND AND/OR HISTORY:

As of the financial statement date of November 30, 2022, the Tri-Dam Power Authority (TDPA) cash increased by \$4.4M over the prior year primarily due to an increase in power sales of just under \$3.0M compared to the prior year and lower distributions in 2022. Reserve funds in investments total just under \$1.1M.

TDP has realized 105.7% of its annual budgeted operating revenues for 2022, and only utilized 75.2% of its budgeted operating expenses.

Further details are available in the attachments.

FISCAL IMPACT: none

ATTACHMENTS: Financial Statements 11/30/2022 (unaudited)

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Power Authority

Statement of Net Position

November 30, 2022 and 2021

(unaudited)

	<u>2022</u>	<u>2021</u>
Assets		
Cash	\$ 5,414,155	\$ 955,194
Investments	1,096,841	1,088,491
Accounts Receivable	-	754,690
Prepaid Expenses	120,861	93,076
Inventory	5,424	5,424
Capital Assets	45,275,609	45,375,609
Accumulated Depreciation	<u>(22,933,618)</u>	<u>(22,535,976)</u>
Total Assets	<u><u>28,979,272</u></u>	<u><u>25,736,508</u></u>
Liabilities		
Accounts Payable	956	-
Due to Tri-Dam Project	<u>79,144</u>	<u>57,057</u>
Total Liabilities	<u><u>80,100</u></u>	<u><u>57,057</u></u>
Net Position		
Net Position - Beginning of Year	26,362,998	27,642,989
Distributions	(800,000)	(2,505,000)
YTD Net Revenues	<u>3,336,174</u>	<u>541,462</u>
Total Net Position	<u><u>28,899,172</u></u>	<u><u>25,679,451</u></u>
Total Liabilities and Net Position	<u><u>\$ 28,979,272</u></u>	<u><u>\$ 25,736,508</u></u>



Tri-Dam Power Authority

Statement of Revenues and Expenses

Period Ending November 30, 2022

	MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year MTD Actual	Prior Year MTD Var	Prior Year Variance %
Operating Revenues							
1 Power Sales	\$ 361,969	\$ -	\$ (361,969)	-100.0%	\$ 750,542	\$ (750,542)	-100.0%
2 Other Operating Revenue	-	-	-	-	-	-	-
3 Total Operating Revenues	<u>361,969</u>	<u>-</u>	<u>(361,969)</u>	<u>-100.0%</u>	<u>750,542</u>	<u>(750,542)</u>	<u>-100.0%</u>
Operating Expenses							
4 Salaries and Wages	29,754	38,636	8,882	29.9%	34,461	4,175	12.1%
5 Benefits and Overhead	19,864	15,509	(4,355)	-21.9%	14,788	721	4.9%
6 Operations	1,861	122	(1,739)	-93.4%	374	(252)	-67.4%
7 Maintenance	9,958	28,239	18,281	183.6%	1,448	26,791	1850.2%
8 General & Administrative	28,259	58,297	30,038	106.3%	18,993	39,304	206.9%
9 Depreciation Expense	41,017	40,974	(43)	-0.1%	40,812	162	0.4%
10 Total Operating Expenses	<u>130,713</u>	<u>181,777</u>	<u>51,064</u>	<u>39.1%</u>	<u>110,876</u>	<u>70,901</u>	<u>63.9%</u>
11 Net Income From Operations	231,256	(181,777)	(413,033)	-178.6%	639,666	(821,443)	-128.4%
Nonoperating Revenues (Expenses)							
12 Investment Earnings	833	30	(803)	-96.4%	8	22	275.0%
13 Gain/(Loss) on Asset Disposal	-	-	-	-	-	-	0.0%
14 Gain/(Loss) on Asset Disposal	-	-	-	-	-	-	-
15 Other Income	-	-	-	-	-	-	-
16 Total Nonoperating Revenues (Expenses)	<u>833</u>	<u>30</u>	<u>(803)</u>	<u>-96.4%</u>	<u>8</u>	<u>22</u>	<u>275.0%</u>
17 Net Revenues	<u>\$ 232,089</u>	<u>\$ (181,747)</u>	<u>\$ (413,836)</u>	<u>-178.3%</u>	<u>\$ 639,674</u>	<u>\$ (821,421)</u>	<u>-128.4%</u>
Memo:							
18 Capital Expenditures	<u>\$ 38,000</u>	<u>\$ -</u>	<u>\$ (38,000)</u>				



Tri-Dam Power Authority

Statement of Revenues and Expenses

Period Ending November 30, 2022

	YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 Operating Revenues							
2 Power Sales	\$ 3,981,657	\$ 4,593,086	\$ 611,429	15.4%	\$ 1,701,261	\$ 2,891,825	170.0%
3 Other Revenue	-	-	-	-	-	-	-
4 Total Operating Revenues	<u>3,981,657</u>	<u>4,593,086</u>	<u>611,429</u>	<u>15.4%</u>	<u>1,701,261</u>	<u>2,891,825</u>	<u>170%</u>
5							
6 Operating Expenses							
7 Salaries and Wages	327,295	276,580	(50,715)	-15.5%	302,943	(26,363)	-8.7%
8 Benefits and Overhead	218,506	101,593	(116,913)	-53.5%	129,641	(28,048)	-21.6%
9 Operations	20,469	3,184	(17,285)	-84.4%	5,608	(2,424)	-43.2%
10 Maintenance	109,542	41,971	(67,571)	-61.7%	24,812	17,159	69.2%
11 General & Administrative	310,853	303,023	(7,830)	-2.5%	253,205	49,818	19.7%
12 Depreciation Expense	451,182	453,254	2,073	0.5%	448,937	4,317	1.0%
13 Total Operating Expenses	<u>1,437,846</u>	<u>1,179,605</u>	<u>(258,241)</u>	<u>-18.0%</u>	<u>1,165,146</u>	<u>14,459</u>	<u>1.2%</u>
14							
15 Net Income From Operations	2,543,811	3,413,481	869,670	34.2%	536,115	2,877,366	536.7%
16							
17 Nonoperating Revenues (Expenses)							
18 Investment Earnings	9,167	9,652	485	5.3%	4,736	4,916	103.8%
19 Gain/(Loss) on Asset Disposal	-	-	-	-	6,625	(6,625)	-100.0%
22 Total Nonoperating Revenues (Expenses)	<u>9,167</u>	<u>9,652</u>	<u>485</u>	<u>5.3%</u>	<u>11,361</u>	<u>(1,709)</u>	<u>-15.0%</u>
23							
24 Net Revenues	<u>\$ 2,552,978</u>	<u>\$ 3,423,133</u>	<u>\$ 870,155</u>	<u>34.1%</u>	<u>\$ 547,476</u>	<u>\$ 2,875,657</u>	<u>525.3%</u>
25							
26							
27 Memo:							
28 Capital Expenditures	<u>\$ 418,000</u>	<u>\$ 86,959</u>	<u>\$ (331,041)</u>				

BOARD AGENDA REPORT

Date: January 19, 2023

Staff: Sharon Cisneros

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION FOR DESIGNATION OF BANK ACCOUNT SIGNATORIES FOR THE TRI-DAM POWER AUTHORITY

RECOMMENDED ACTION: Approve Adoption of the Resolution for Designation of Bank Account Signatories for the Tri-Dam Power Authority on the Oak Valley Community Bank

BACKGROUND AND/OR HISTORY:

The attached resolution is submitted for authorization of a new signatories and reaffirming prior signatories for the Oak Valley Community Bank accounts held by the Tri-Dam Power Authority.

The attached removes Jeffrey K. Shields from all bank accounts and adds Summer Nicotero, General Manager, Tri-Dam Power Authority.

FISCAL IMPACT: None

ATTACHMENTS: Resolution TDPA 2023-01, Designation of Bank Accounts and Signatories

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM POWER AUTHORITY
Oakdale Irrigation District
South San Joaquin Irrigation District**

RESOLUTION NO. TDPA 2023-01

DESIGNATION OF BANK ACCOUNTS AND SIGNATORIES

WHEREAS, the Joint Board of Directors of said Tri-Dam Power Authority desires that specific persons be authorized to deposit funds in and withdraw funds from said accounts, with the full power to endorse and sign documents required to accomplish such purposes.

NOW THEREFORE, BE IT RESOLVED, that the specific accounts referred to and the persons designated to sign on each of said accounts together with their respective official titles, are as follows:

BANK: Oak Valley Community Bank (All accounts)

CHECK SIGNATORIES:

Peter M. Rietkerk, General Manager, South San Joaquin Irrigation District
Scot A. Moody, General Manager, Oakdale Irrigation District
Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District
Sonya Williams, Finance and Administration Manager, South San Joaquin Irrigation District
Summer Nicotero, General Manager, Tri-Dam Project

BE IT FURTHER RESOLVED, that two signatures from the “**CHECK SIGNATORIES**” listed above are required on checks.

PASSED AND ADOPTED, this 19th day of January 2023 by the following vote.

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

**AYES:
NOES:
ABSTAIN:
ABSENT:**

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Tom D. Orvis, President

President

Scot A. Moody, Secretary

Peter M. Rietkerk, Secretary

BOARD AGENDA REPORT

Date: January 19, 2023

Staff: Sharon Cisneros

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION ON THE ELECTION AND APOINTMENT OF NEW OFFICERS TO THE TRI-DAM POWER AUTHORITY BOARD

RECOMMENDED ACTION: Approve Adoption of Resolution on the Election and Appointment of New Officers to the Tri-Dam Power Authority Board

BACKGROUND AND/OR HISTORY:

The attached Resolution for the Election and Appointment of New Officers to the Board is consistent with the requirements of the Joint Exercise of Powers Agreement by and between Oakdale Irrigation District and South San Joaquin Irrigation District forming Tri-Dam Power Authority” dated October 14, 1982.

Per the agreement, annual election and appointment is required.

FISCAL IMPACT: None

ATTACHMENTS: Resolution TDPA 2023-02, Election and Appointment of New Officers

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

TRI-DAM POWER AUTHORITY RESOLUTION NO. TDPA 2023-02
Oakdale Irrigation District
South San Joaquin Irrigation District

ELECTION AND APPOINTMENT OF NEW OFFICERS

WHEREAS, election of a President and a Vice President and appointment of a General Manager/Secretary of the Board are required each year pursuant to the "Joint Exercise of Powers Agreement by and between Oakdale Irrigation District and South San Joaquin Irrigation District forming Tri-Dam Power Authority" dated October 14, 1982,

NOW, THEREFORE, BE IT RESOLVED, that the following Tri-Dam Power Authority officers have been duly elected and appointed, are now acting and are qualified to sign written instructions, consents, stock certificates or other securities, etc., on behalf of this Authority, that the specimen signatures appearing opposite the names and titles are genuine signatures of such officers and that said resolution electing and appointing these officers is now in full force and effect, and that this election and appointment of officers shall remain in effect until such annual election and appointment supersedes said action.

President: Mike Weststeyn Signature _____

Vice President: Herman Doornenbal Signature _____

General Mgr/
Secretary: Summer Nicotero Signature _____

PASSED AND ADOPTED, this 19th day of January 2023, by the following vote:

OAKDALE IRRIGATION DISTRICT

SO. SAN JOAQUIN IRRIGATION DISTRICT

AYES:

NOES:

ABSENT:

TRI-DAM POWER AUTHORITY

President

Summer Nicotero, General Manager/Secretary

BOARD AGENDA REPORT

Date: January 19, 2023
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Power Authority Annual Distribution

RECOMMENDED ACTION: Adopt Resolution TDPA 2023-03 approving the Annual Distribution to Oakdale Irrigation District and South San Joaquin Irrigation District

BACKGROUND AND/OR HISTORY:

In 2013, the Tri-Dam Power Authority Board adopted Resolution 2013-03 which provided for the distribution of excess funds on-hand and available as of December 31st of each year to be calculated in the same manner as for Tri-Dam Project's excess funds, and those excess funds distributed to Oakdale Irrigation District and South San Joaquin Irrigation District.

The Reserve funds for the Tri-Dam entities totals \$15,969,021 as detailed below. No transfers are required as of December 31, 2022, to comply with the policy.

<u>Reserves</u>	<u>12/31/2022</u>
Project	\$ 14,623,045
Authority	1,096,841
Total Reserves	\$ 15,719,886

Historically, Tri-Dam Power Authority has distributed excess funds once a year, with the recent distributions occurring in January following the cash reconciliation of the prior fiscal year, based upon the preference of the Districts.

The remaining available funds as calculated on the attached Tri-Dam Power Authority Distribution Worksheet total \$4,400,000 which results in a distribution to each District of \$2,200,000.

FISCAL IMPACT: \$4,400,000

ATTACHMENTS: Tri-Dam Power Authority Distribution Worksheet
Tri-Dam Power Authority Resolution TDPA 2023-03

Board Motion:

Motion by: _____ Second by: _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyskma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Power Authority

January 2023 Distribution

Cash and Investments	<u>12/31/2022</u>	<u>12/31/2021</u>
Cash in Bank	5,412,224	1,703,671
LAIF	1,096,841	89,593
Revenue Fund	-	1,000,000
Replacement Reserve	-	22,000
Total Cash & Investments	<u>6,509,065</u>	<u>2,815,264</u>
Less:		
Reserves	(1,096,841)	(1,022,000)
Day-to-Day Operating Cash	(1,000,000)	(1,000,000)
	<u>(2,096,841)</u>	<u>(2,022,000)</u>
Available Funds	4,412,224	793,264
Distribution per District (rounded)	2,200,000	400,000

Total Distributions - Authority					
2017	2018	2019	2020	2021	2022
1,384,000	7,383,000	4,868,000	4,400,000	400,000	2,200,000

<u>Reserves</u>	<u>12/31/2022</u>
Project	\$ 14,623,045
Authority	1,096,841
Total Reserves	<u><u>\$ 15,719,886</u></u>

**TRI-DAM POWER AUTHORITY
RESOLUTION NO. TDPA 2023-03**

**RESOLUTION AUTHORIZING ANNUAL
FUND DISTRIBUTION TO DISTRICTS**

BE IT RESOLVED, that the Board of Directors of the Tri-Dam Power Authority (“Board”) adopt this Resolution.

WHEREAS, the Board has received and reviewed written information pertaining to the amount of current financial reserves of Tri-Dam Power Authority; and,

WHEREAS, there are excess and available funds remaining on December 31, 2022 after all expenses and obligations of the Authority, and after all requirements for the funding of reserve accounts have been met; and,

WHEREAS, the Board finds that funds are being held by Tri-Dam Power Authority that are in excess of the Authority’s current and near-term business needs; and,

WHEREAS, the Board finds that such excess funds may be more beneficially applied to the Irrigation Districts’ needs and requirements.

NOW THEREFORE BE IT RESOLVED that the Board of Directors

1. Determines that funds in the total amount of \$4,400,000 are available for distribution to the Districts;
2. Directs that such distribution shall be made no later than January 31, 2023.
3. Directs the Tri-Dam Power Authority General Manager and Interim Finance Manager to make such distribution, one-half to each District, in a time and manner as is reasonably practical pursuant to the terms of this Resolution.

PASSED AND ADOPTED by the Board of Directors of the TRI-DAM POWER AUTHORITY this 19th day of January, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TRI-DAM POWER AUTHORITY

President

Summer Nicotero, Secretary

BOARD AGENDA REPORT

Date: January 19, 2023

Staff: Summer Nicotero

SUBJECT: POWER PURCHASE AGREEMENT

RECOMMENDED ACTION: Authorize General Manager to Execute Contract

BACKGROUND AND/OR HISTORY:

I worked with Jeff, Z Global, and Santa Clara staff to finalize the contract to be considered for approval. The contract has been reviewed by District counsel and all outstanding issues were resolved with the team. The City of Santa Clara City Council approved the contract on January 10th. We are proposing to move forward with the declining rate structure rather than an average over the five year term. The contract is included for your review.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)