

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

CUSTOM PRODUCT CONTRACT
FOR
FULL LOAD SERVICE
WITH

CITY AND COUNTY OF SAN FRANCISCO
HETCH HETCHY WATER AND POWER

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1. PREAMBLE:

This Contract is made this _____ pursuant to the Acts of Congress approved June 17, 1902, (32 Stat. 388); August 26, 1937, (50 Stat. 844); August 4, 1939, (53 Stat. 1187); and August 4, 1977, (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA (United States), acting by and through the Administrator, Western Area Power Administration, Department of Energy, represented by the officer executing this Contract, or a duly appointed successor, hereinafter called WAPA or Contracting Officer; and CITY AND COUNTY OF SAN FRANCISCO, HETCH HETCHY WATER AND POWER, a municipal corporation organized and existing under the laws of the State of California, hereinafter referred to as CCSF or the Contractor, its successors and assigns; both also hereinafter referred to individually as Party and together as Parties.

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1 **2. EXPLANATORY RECITALS:**

2 2.1 The Parties entered into Base Resource Contract 20-SNR-02377 on
3 August 16, 2021. The Base Resource Contract provides the terms and
4 conditions whereby WAPA will provide Base Resource electric service to CCSF.

5
6 2.2 At times, power provided under the Base Resource Contract will not be
7 sufficient to meet the electrical needs of CCSF at the delivery point(s) specified
8 herein.

9
10 2.3 WAPA's final 2025 Power Marketing Plan, published in the Federal
11 Register on August 15, 2017 (82 FR 38675), provides for WAPA to develop
12 Custom Products for customers who request them. Section 7.7 of the Base
13 Resource Contract allows for WAPA to develop a Custom Product for CCSF.

14
15 2.4 CCSF requested a Custom Product in the form of Custom Product Power
16 to meet the load at a specific delivery point(s).

17
18 2.5 CCSF also requested WAPA provide Portfolio Manager services.

19
20 2.6 WAPA and CCSF recognize that, due to load diversity, there may be
21 benefits to aggregating some Full Load Service Customers' Base Resource
22 Percentages and Custom Product Power requirements for power purchases; and
23 additional business efficiencies may be realized through consolidation of power
24 scheduling and related activities.

25
26 **3. AGREEMENT:**

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

28 ///

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

2 4.1 This Contract shall become effective upon execution by the Parties and
3 shall remain in effect through December 31, 2029, except as otherwise provided
4 for herein.

5
6 4.2 The date of initial service under this Contract is December 31, 2024, at
7 11:59:59 p.m.

8
9 4.3 Either Party may terminate this Contract by giving the other Party a one
10 (1) year advance written notice of the requested termination date.

11
12 4.4 WAPA may suspend or terminate service under this Contract pursuant to
13 Section 18.

14
15 4.5 WAPA may terminate this Contract upon thirty (30) days advance notice if
16 CCSF ceases to be a WAPA Base Resource customer.

17
18 4.6 All obligations incurred under this Contract shall be preserved until
19 satisfied.

20
21 **5. DEFINITION OF TERMS:**

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

24 5.1 "Base Resource" means Central Valley Project (CVP) and Washoe Project
25 power (capacity and energy) output, determined by WAPA to be available for
26 Customers, including the Environmental Attributes, only after meeting the
27 requirements of Project Use and First Preference Customers, and any

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1 adjustments for maintenance, reserves, system losses, and certain ancillary
2 services.

3
4 5.2 “Custom Product” means a combination of products and services which
5 may be made available by WAPA per Customer request.

6
7 5.3 “Custom Product Power” means firm capacity and energy, provided by
8 WAPA, a Customer(s) needs in addition to its Base Resource for use in meeting
9 that customer’s load.

10
11 5.4 “Customer” means an entity with a contract and receiving electric service
12 from WAPA’s Sierra Nevada Region.

13
14 5.5 “Full Load Service Customer” means a Customer that will have its entire
15 load at its delivery point(s) specified in Exhibit A met by WAPA, and its Portfolio
16 Manager functions for those delivery point(s) performed by WAPA.

17
18 5.6 “Internal Generation” means a power resource owned and operated by a
19 Full Load Service Customer and located on its side of the meter within its electric
20 system and its generation output is intended solely to serve the Customer’s load.

21
22 5.7 “Portfolio Manager” means an entity responsible for determining balanced
23 hourly load and resource schedules for a Customer.

24
25 5.8 “Regional Transmission Organization” or “RTO” means an organization
26 that meets the minimum characteristics and performs the minimum functions
27 specified in Federal Energy Regulatory Commission Order 2000, as that order
28 may be amended or superseded.

1 5.9 "Scheduling Coordinator" means an entity that is responsible for
2 submitting and modifying bids and interchange schedules and Inter-SC Trades to
3 and settling with the California Independent System Operator (CAISO), in
4 accordance with the protocols specified in the CAISO Tariff.

5
6 **6. CUSTOM PRODUCT POWER FURNISHED BY WAPA:**

7 6.1 WAPA will provide additional power to those Full Load Service Customers
8 whose loads exceed their Base Resource. WAPA may aggregate the needs of
9 Full Load Service Customers to determine Custom Product Power requirements.

10
11 6.2 Custom Product Power provided by WAPA may include long-term, short-
12 term, day-ahead, and hour-ahead purchases, and/or other arrangements.

13
14 6.3 WAPA will provide Custom Product Power to CCSF to serve the load
15 unmet by the power provided under CCSF's Base Resource Contract. CCSF's
16 expected annual peak capacity and energy are specified in Section 2 of Exhibit A
17 attached hereto. CCSF shall provide written notification to WAPA of any expected
18 increase or decrease in the capacity and energy amounts specified in Exhibit A.
19 Such notification shall be made as soon as practicable, and no less than ninety
20 (90) days prior to the expected change in the capacity and energy amounts
21 specified in Exhibit A.

22
23 **7. DELIVERY ARRANGEMENTS:**

24 7.1 WAPA will use best efforts to contract with the appropriate parties for the
25 transmission and distribution service necessary to make CCSF's Custom Product
26 Power available at the point(s) of delivery specified in Section 4 of Exhibit A. If
27 WAPA is successful in contracting for transmission and distribution on behalf of
28

1 CCSF, CCSF will be required to execute a third-party transmission contract with
2 WAPA to receive such service.

3
4 7.2 In the event that WAPA is unable to secure transmission and distribution
5 service on behalf of CCSF, WAPA will make CCSF's Custom Product Power
6 available at the point(s) of delivery specified in Exhibit A of CCSF's Base
7 Resource Contract. CCSF shall ultimately be responsible for arranging for the
8 transmission and distribution necessary to receive Custom Product Power
9 provided under this Contract to the delivery point specified in Section 4 of
10 Exhibit A.

11
12 **8. PORTFOLIO MANAGER SERVICES:**

13 8.1 During the term of this Contract WAPA shall serve as CCSF's Portfolio
14 Manager. In such capacity, WAPA will need load data and other information to
15 determine the power necessary to meet CCSF's load. If WAPA does not have
16 access to the information it needs, WAPA will request it from CCSF. CCSF shall
17 provide the information within thirty (30) days of a request from WAPA. Said
18 data may include, but is not limited to, the following:

19 8.1.1 Historical hourly load data at the delivery point(s) specified in
20 Section 4 of Exhibit A; and

21 8.1.2 Expected future loads at the delivery point(s) specified in Section 4
22 of Exhibit A during the term of this Contract.

23 8.1.3 Internal Generation projections as set forth in Exhibit C, if
24 applicable.

25
26 8.2 If requested by WAPA, CCSF will submit to WAPA its annual planned
27 power usage for the upcoming calendar year by October 1 of each year during
28 the term of this Contract. CCSF shall provide the information to WAPA in a

1 format agreed to between the Parties. In addition, CCSF must provide any
2 planned significant changes in its power usage to WAPA in writing not less than
3 ninety (90) days prior to the planned change. WAPA will revise Exhibit A to this
4 Contract to reflect such changes in power usage. The information provided by
5 CCSF will be used by WAPA in determining daily power schedules for CCSF.
6

7 8.3 On a daily basis, using the information provided in Sections 8.1 and 8.2,
8 WAPA will determine the power necessary on an hourly basis to fully serve
9 CCSF's load at the delivery point(s) specified in Exhibit A, as follows:

10 8.3.1 Using the information as provided in Section 6 of CCSF's Base
11 Resource Contract, WAPA will determine the hourly use of CCSF's Base
12 Resource for the day.

13 8.3.2 If CCSF's Base Resource does not fully meet CCSF's forecasted
14 load, WAPA will schedule CCSF's share of exchange program energy, if
15 any, to serve CCSF's load.

16 8.3.3 Once all Base Resource and exchange program energy has been
17 distributed, WAPA will meet CCSF's unmet forecasted load with Custom
18 Product Power.

19 8.3.4 Any Base Resource in excess of CCSF's forecasted load will be
20 retained by WAPA for distribution under the exchange program in
21 accordance with Exhibit B to CCSF's Base Resource Contract.

22 8.3.5 After WAPA has determined the resource mix to meet CCSF's
23 hourly load, WAPA will provide the resource schedules to the balancing
24 authority area operator in accordance with its protocols and as further
25 described in the Scheduling Coordinator Contract.

26 ///

27 ///

28 ///

1 8.4 WAPA shall not be liable in the event that power and/or transmission is
2 scheduled either in excess of or below that necessary to serve CCSF's hourly
3 load.

4
5 **9. INTERNAL GENERATION:**

6 If CCSF currently has Internal Generation or intends to install Internal Generation,
7 Subsections 9.1 and/or 9.2 shall apply to CCSF.

8 9.1 Existing Internal Generation: WAPA will integrate CCSF's Internal
9 Generation into CCSF's energy portfolio using technical specifications and
10 historical data to forecast load. If requested, CCSF shall provide WAPA with
11 technical and general information about its on-site Internal Generation facility.
12 The information that may be required is provided below:

13 9.1.1 Internal Generation Specifications:

14 9.1.1.1 Type of Internal Generation (solar, wind, other);

15 9.1.1.2 Exact geographical location of Internal Generation
16 including longitude and latitude;

17 9.1.1.3 Installed capacity rating in kilowatts;

18 9.1.1.4 If solar, rating of inverter;

19 9.1.1.5 Type of solar (stationary or tracking);

20 9.1.1.6 Type of solar tracking (single-axis or dual-axis tracking);

21 9.1.1.7 Operational date after installation;

22 9.1.1.8 Expected yearly loss of capacity due to aging of system
23 after installation; and

24 9.1.1.9 Other pertinent information as may be required.

25 9.1.2 Notifications: CCSF shall notify WAPA of any changes to the
26 information in Section 9.1 above, thirty (30) days prior to the operational
27 date of the change.

28 ///

1 9.2 New or Increased Internal Generation: CCSF shall notify and coordinate
2 with WAPA on any new Internal Generation planned to be located on its facility.
3 If requested, CCSF shall provide WAPA with technical and general information
4 as outlined in Section 9.1.1. Exhibit C will set forth any scheduling or other
5 procedures required for integrating Internal Generation into CCSF's energy
6 portfolio.

7
8 9.3 WAPA shall have no obligation to include CCSF's Internal Generation in CCSF's
9 energy portfolio if CCSF does not comply with the requirements set forth in this
10 Section 9.

11
12 **10. SCHEDULING COORDINATOR SERVICES:**

13 For WAPA to provide Full Load Service as described in this Contract, WAPA must be
14 CCSF's Scheduling Coordinator. Scheduling Coordinator services will be provided
15 under a separate contract.

16
17 **11. ADDITIONAL SERVICES NECESSARY TO PROVIDE CUSTOM PRODUCT(S):**

18 CCSF understands that additional services, including but not limited to, scheduling the
19 resource and balancing authority area services may be necessary to provide the
20 Custom Products(s) requested under this Contract. CCSF shall be responsible for all
21 costs incurred by WAPA to provide Full Load Service as specified in this Contract.

22
23 **12. SCHEDULING AND METERING:**

24 All services provided by WAPA to CCSF under this Contract will be subject to the same
25 Scheduling and Metering terms and conditions as provided under CCSF's Base
26 Resource Contract with WAPA the same as if they had been expressly set forth herein;
27 Except, That, CCSF shall notify WAPA of any changes in metering devices and their

28 ///

1 configurations used to meter CCSF's load within five (5) business days to the extent
2 that CCSF is aware of such changes.

3
4 **13. INDEPENDENT SYSTEM OPERATOR OR REGIONAL TRANSMISSION**

5 **ORGANIZATION:**

6 13.1 WAPA is a sub-balancing authority area within BANC. WAPA operates in
7 conformance with its sub-balancing authority area and BANC's balancing
8 authority area protocols, business practices and procedures. In the event of
9 changes to any protocols, business practices and procedures, WAPA may make
10 any changes necessary to this Contract to conform to the operating and
11 scheduling protocols, business practices and procedures in accordance with
12 Section 17 of the Base Resource Contract.

13
14 13.2 The Parties understand that, in the future, WAPA may also change its
15 operating configuration such as by: (1) joining an independent system operator
16 or RTO; or (2) participating in future markets such as energy imbalance markets;
17 or (3) making system configurations to meet future operating requirements. In
18 such an event, if WAPA is required to conform to the protocols, business
19 practices or procedures, WAPA shall make changes to this Contract to conform
20 to the terms and conditions required by such events in accordance with
21 Section 17 of the Base Resource Contract.

22
23 13.3 In the event that: (1) WAPA incurs costs from the balancing authority
24 area, WAPA's sub-balancing authority area, CAISO, an RTO, or a different
25 balancing authority area for serving CCSF's load; or (2) CCSF does not abide by
26 the protocols of the balancing authority area, an RTO, or other balancing
27 authority area operator that are applicable to WAPA and WAPA incurs costs as a
28 result, CCSF agrees to pay all such costs attributable to CCSF.

1 **14. FULL LOAD SERVICE CHARGES:**

2 14.1 WAPA Charge: The charge, including WAPA's labor and equipment
3 costs, associated with providing Portfolio Manager services to CCSF under this
4 Contract is specified in Exhibit B attached hereto. CCSF shall pay for such
5 charge as described in Section 16. By August 1st of each year during the term of
6 this Contract, WAPA will review the charge for Portfolio Manager services and, if
7 necessary, will revise Exhibit B to reflect the updated charge for providing this
8 service, and will send CCSF a revised Exhibit B for its signature. The revised
9 Exhibit B shall become effective on January 1st of the following year. If WAPA
10 has not received the signed revised Exhibit B back from CCSF by the effective
11 date and has not received a notice of termination from CCSF, WAPA will begin to
12 operate and charge under the revised Exhibit B.

13
14 14.2 Custom Product Power Charges: CCSF shall pay for Custom Product
15 Power furnished hereunder in accordance with the rates, charges, and conditions
16 set forth in the CVP Schedule of Rates for Custom Product Power, effective
17 January 1, 2025, or any superseding rate schedules. CCSF shall pay for such
18 charges as described in Section 16.

19
20 **15. CREDITWORTHINESS:**

21 For determining the ability of CCSF to meet its obligations related to service hereunder,
22 WAPA may require reasonable credit review procedures. If WAPA determines that
23 CCSF does not meet WAPA's creditworthiness standards, WAPA may require CCSF to
24 provide and keep in effect during the term of this Contract, an unconditional and
25 irrevocable letter of credit or an alternate form of security acceptable to WAPA to meet
26 its responsibilities and obligations under this Contract; Provided, That, if WAPA
27 determines that CCSF has maintained a credit history that satisfies WAPA's
28 requirements for a period of time determined to be sufficient by WAPA, WAPA will

1 discuss with CCSF options regarding the letter of credit or an alternative form of
2 security.

3
4 **16. BILLING AND PAYMENT FOR SERVICES PROVIDED UNDER THIS**

5 **CONTRACT:**

6 WAPA will bill, and CCSF shall pay for services provided under this Contract in
7 accordance with the procedures established under either Section 16.1 or Section 16.2,
8 as solely determined by WAPA. If determined necessary by WAPA, WAPA may
9 change the section under which WAPA is billing and CCSF is paying upon sixty (60)
10 days' notice to CCSF.

11 16.1 After-the-Fact-Billing: CCSF shall pay WAPA for Full Load Service
12 provided in the previous month as directed on the monthly electric service bill; or

13
14 16.2 Advance Funding: WAPA will estimate the initial amount of funds
15 required. The estimate shall initially be based on two (2) months of WAPA's
16 costs attributable to CCSF for Full Load Service; Provided, That, if WAPA
17 determines at a later date that two (2) months is either less than, or in excess of,
18 the amount that WAPA determines is appropriate to maintain on behalf of CCSF,
19 WAPA will either bill such shortage to CCSF pursuant to Section 17.2.1, or
20 refund such excess to CCSF pursuant to Section 17.2.2.

21
22 16.3 The initial advance funding amount shall be due on the date specified on
23 the bill for collection.

24
25 16.4 Any alternative method of advance funding shall be set forth in a separate
26 contractual agreement.

27 ///

28 ///

1 **17. TRUST ACCOUNT FOR ADVANCED FUNDS:**

2 CCSF understands that it may be required to advance funds to WAPA pursuant to
3 Section 16.2 and this section for the services provided under this Contract. This
4 Section 17 provides for establishing and maintaining the trust account(s) required if
5 Section 16.2 is in effect.

6 17.1 Funds that CCSF advances to WAPA shall be sent in accordance with the
7 information included on the bill(s) for collection and electric service bill, or
8 otherwise directed.

9
10 17.2 CCSF shall be required to maintain a balance in the trust account in an
11 amount that WAPA, pursuant to Section 16.2, has determined to be appropriate
12 to maintain on behalf of CCSF. WAPA shall monitor the account and if WAPA
13 determines that:

14 17.2.1 There are not sufficient funds in the account, WAPA shall notify
15 CCSF of the shortage in writing and CCSF shall advance the requested
16 amount of funds to WAPA within ten (10) days; or

17 17.2.2 There are excessive funds in the WAPA trust account, WAPA, at
18 its sole discretion, will either: (1) decrease subsequent amounts required
19 by the amount in excess of the estimate, or (2) return any excess funds to
20 CCSF.

21
22 17.3 Should CCSF be required to maintain a trust account pursuant to
23 Section 16.2 and this Section 17, WAPA shall be under no obligation to provide
24 service under this Contract without CCSF advancing sufficient funds and said
25 funds being available to WAPA from the trust account(s) as described herein.

26
27 17.4 Within ninety (90) days after termination of this Contract and after WAPA
28 has determined that all obligations incurred under this Contract have been

1 satisfied, WAPA shall return any funds remaining in the trust account(s) to CCSF
2 without interest.

3
4 **18. DEFAULT PROVISIONS:**

5 18.1 The failure of CCSF to perform any of its payment obligations under this
6 Contract shall constitute a default. If WAPA determines CCSF to be in default,
7 WAPA shall notify CCSF, in writing via First-Class mail, return receipt requested,
8 FedEx, UPS or other method that can be tracked. If CCSF has not cured such
9 default within seven (7) days of receiving the notice of default, WAPA may
10 suspend service under this Contract. Upon receipt of payment of any amounts
11 owed, WAPA shall work with CCSF to reinstate service under this Contract as
12 soon as practicable.

13
14 18.2 If CCSF is determined to be in default and does not cure such default
15 within forty-five (45) days of receiving the notice of default, WAPA shall have the
16 right to terminate this Contract, and assess damages, as follows:

17 18.2.1 If WAPA's aggregate gains exceed its aggregate losses and
18 costs, including obligations incurred on behalf of CCSF that extend past
19 the current month, WAPA, after any set-off, shall make no payment to
20 CCSF and, notwithstanding anything in this Contract to the contrary, the
21 amount by which such gain exceeds the losses and costs for the purposes
22 of this Contract shall be zero (0); or

23 18.2.2 If WAPA's aggregate gains do not exceed its aggregate losses,
24 including obligations incurred on behalf of CCSF that extend past the
25 current month, WAPA will promptly calculate the damages associated with
26 the default. As soon as practical, WAPA will provide notice to CCSF of
27 the amount of the damages. Payment for the damages shall be made by

28 ///

1 CCSF to WAPA within ten (10) business days after such notice is
2 received.

3
4 **19. ENFORCEABILITY:**

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

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

11 The GPCP, effective September 1, 2007, attached hereto, are hereby made a part of
12 this Contract, the same as if they had been expressly set forth herein.

13
14 **21. EXHIBITS MADE PART OF CONTRACT:**

15 Exhibit A (Full Load Service), and Exhibit B (Charges for Portfolio Manager Services),
16 existing under this Contract may vary during the term hereof. Each of said exhibits shall
17 become a part of this Contract during the term fixed by its provisions. Exhibits A and B
18 are attached hereto and shall be in force and effect in accordance with its terms until
19 respectively superseded by a subsequent exhibit.

20
21 **22. EXECUTION BY COUNTERPARTS:**

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

1 **23. ELECTRONIC SIGNATURES:**

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

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

9
10 CITY AND COUNTY OF SAN FRANCISCO
11 HETCH HETCHY WATER AND POWER

12 (Attest)

13 By: _____
14 Name: _____
15 Title: _____

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

16
17 WESTERN AREA POWER ADMINISTRATION

18
19 By: _____
20 Name: Arun K. Sethi
21 Title: Vice President of Power Marketing
For Sierra Nevada Region
22 Address: 114 Parkshore Drive
Folsom, CA 95630-4710

RESOLUTION/CERTIFICATE
OF
CITY AND COUNTY OF SAN FRANCISCO
HETCH HETCHY WATER AND POWER

EXHIBIT A
(Full Load Service)

1. This Exhibit A, to be effective under and as a part of Contract 22-SNR-02770 (Contract), shall become effective upon execution of the Contract; and shall remain in effect until superseded by another Exhibit A or termination of the Contract.
2. On the effective date of this Exhibit A, WAPA will serve CCSF's load up to 17,900,000 kWh per year, at a maximum rate of delivery of 3,200 kW.
3. Power provided under this Contract will be delivered to the point(s) specified in Exhibit A of CCSF's Base Resource Contract.
4. If WAPA is able to contract with the Pacific Gas and Electric Company (PG&E) for transmission and distribution, and CCSF executes a contract with WAPA for third-party transmission service, WAPA will provide power to CCSF at the point at which CCSF's electric system is connected to PG&E's electric system.
5. All power deliveries provided under this Contract shall be adjusted for the applicable transformation and transmission losses.
6. WAPA has been directed by the U.S. Department of Energy to participate in the Cap and Trade Program.
7. In order to avoid participating in Cap and Trade through WAPA, WAPA will supply CCSF's Custom Product Power from within the State of California.

EXHIBIT B
(Charges for Portfolio Manager Services)

1. This Exhibit B, to be effective under and as a part of Contract 22-SNR-02770 (Contract), shall become effective upon execution of the Contract; and shall remain in effect until superseded by another Exhibit B or termination of the Contract.
2. The monthly charge for Portfolio Manager (PM) services is yet to be determined. Prior to January 1, 2025, WAPA will revise this Exhibit B to include the monthly PM services charge.