AGENDA

Turlock Irrigation District
Board Room
Main Office Building
333 East Canal Drive
Turlock, California

ALTERNATE FORMATS OF THIS AGENDA WILL BE MADE AVAILABLE UPON REQUEST TO QUALIFIED INDIVIDUALS WITH DISABILITIES. APPROPRIATE INTERPRETIVE SERVICES FOR THIS MEETING WILL BE PROVIDED IF FEASIBLE UPON ADVANCE REQUEST TO QUALIFIED INDIVIDUALS WITH DISABILITIES.

REGULAR MEETING
Tuesday, September 24, 2019
9:00 a.m.

A. CALL TO ORDER

B. SALUTE TO THE FLAG

C. MOTION APPROVING CONSENT CALENDAR
   All matters listed hereunder will be acted upon by a single vote of the Board. There will be no individual discussion of these items unless a member of the Board or the public so requests, in which event the matter shall be removed from the Consent Calendar and considered as a separate agenda item.

   1. Approval of minutes of the regular meeting of September 10, 2019.
   3. Approval of Turlock Irrigation District warrants dated September 24, 2019.

D. PUBLIC COMMENT PERIOD
   Interested persons in the audience are welcome to introduce any topic within the District’s jurisdiction. Matters presented under this heading may be discussed, but no action will be taken by the Board at this meeting.
E. WEEKLY UPDATES

1. Water Report
   - Olivia Cramer, Utility Analyst-Hydrology

2. Irrigation Report
   - Mike Kavarian, Water Distribution Department Manager

F. ACTION ITEMS

1. Resolution Approving a Balancing Service Agreement between Turlock Irrigation District and Avangrid Renewables
   Consider approval of a Balancing Services Agreement between Turlock Irrigation District and Avangrid Renewables.
   - Dan Severson, Energy Markets Department Manager

G. MOTION TO ADJOURN TO CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation
   California Government Code Section 54956.9(d)(2)
   Anticipated litigation: two potential cases
   - Michael Clipper, Risk & Investment Analyst
   - Joe Fagundes, Legal Counsel

2. Conference with Legal Counsel – Initiation of Litigation
   California Government Code Section 54956.9(d)(4)
   Initiation of litigation: one potential case
   - Tristan Higgins, Survey/Right-of-Way Manager
   - Phil Govea, Civil Engineering Department Manager
   - Joe Fagundes, Legal Counsel

H. REPORT OF ANY ACTION TAKEN IN CLOSED SESSION

I. PUBLIC HEARING – 10:00 a.m.

1. Resolution of Necessity for the Acquisition of Real Property to Construct a Raw Water Pump Station Facility
   Conduct hearing and consider approval of a Resolution of Necessity for the taking of land, identified by APN 018-004-013 consisting of approximately .97-acre; plus two (2) temporary construction easements, identified by APN 018-004-012, and APN 018-004-013, totaling approximately 3.2-acres, located at 1271 Geer Road, Hughson, California, to construct the Raw Water Pump Station for the Regional Surface Water Supply Project.
   - Tristan Higgins, Survey/Right-of-Way Manager

J. GENERAL MANAGER’S REPORT

K. BUSINESS OF THE BOARD

1. Don Pedro Board of Control Meeting Report
   - Director Macedo
L. MOTION TO ADJOURN TO CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation
   California Government Code Section 54956.9(d)(1)
   Case Name: TID Petition for Change Involving Long-Term Water Transfer,
   Point of Rediversion, and Purpose of Use Transfer under License 11058
   (Application 14127) before the State Water Resources Control Board
   - Tou Her, AGM Water Resources
   - Andy Hitchings, Special Counsel

M. REPORT OF ANY ACTION TAKEN IN CLOSED SESSION

N. MOTION TO ADJOURN

   The next scheduled regular meeting is Tuesday, October 1, 2019 at 9:00 a.m.
The meeting of the Board of Directors of the Turlock Irrigation District was called to order at 9:00 a.m. in regular session on the 10th day of August 2019. Present were: Directors Charles Fernandes (President), Rob Santos (Vice-President), Michael Frantz (Secretary), Joe Alamo and Ron Macedo, and Executive Secretary to the Board Tami Wallenburg. Absent was: General Manager Casey Hashimoto.

SALUTE TO THE FLAG

MOTION APPROVING CONSENT CALENDAR

Moved by Director Frantz, seconded by Director Santos, that the consent calendar consisting of the following be approved:

A. Minutes of the regular meeting of August 27, 2019.
B. Demands against the District represented by check numbers 386562 to 386865, inclusive, in the amount of $8,242,143.50.

All voted in favor with none opposed. The President declared the motion carried.

PUBLIC COMMENT PERIOD

There was none.

WEEKLY UPDATES

Energy Trader Wes Kellison reviewed operations for the month of July. The daily system peak, including partial required sales, reached 615 megawatts on July 22. The load was met with TID hydro, thermal generation, wind exchange, short and long-term firm, renewables and spot purchases. The Tuolumne Wind Project (TWP) generated 46,939 MWh’s during the month of July at the Willis Substation, averaging at 46 percent of capacity. Natural gas prices at Pacific Gas & Electric Company’s Citygate averaged out at $2.54/mmBTU. The Walnut Energy Center generated 105,272 MWh for the month of July for a daily average of 3,396 MWh. Mr. Kellison also reviewed Powerdex pricing for the month of July using the hour-ahead market index and CAISO’s day-ahead and hour-ahead market selling prices. Electric operations for this period show all of Walnut Energy Center was offline through July 9 for economics; Almond was online for 29 days (multiple units online 15 days for operations and economics); Don Pedro Units 1 and 2 were online the entire month, and Unit 4 is scheduled to return to service by early December; Walnut GT #2 ran July 29 for three hours due to COI derate, and COI limited to 0 MW July 28-30 due to fire.
Water Distribution Department Manager Mike Kavarian reviewed a summary of irrigation activity for the month of August and the period of September 2-8. Water orders in August totaled 9,731 for the month with Turlock Lake releases at 83,177 af year-to-date, or 1,823 acre-feet below projections. For the period of September 2-6, there were 1,896 orders for water with an additional 331 orders the previous day. Flows ranged between 1,225 to 920 cfs. Total water requests by day of the week show Monday remaining the highest day for orders during this period. Average daily releases through Turlock Lake for this period were 1,104 cfs, or 264 cfs above projections. Staff continues to study customer irrigation methods to determine if there are ways to improve utilization of the canal system.

**MOTION ADJOURNING FOR A MEETING OF THE WALNUT ENERGY CENTER AUTHORITY**

Moved by Director Macedo, seconded by Director Frantz, that the regular meeting be adjourned for a meeting of the Walnut Energy Center Authority.

All voted in favor with none opposed. The President declared the motion carried.

**RECONVENCED – TID BOARD MEETING**

The regular meeting of the Board of Directors of the Turlock Irrigation District was reconvened at 9:18 a.m. with all officers present as per the previous session.

**DISCUSSION REGARDING REVENUE REFUNDING BONDS**

CFO/AGM Financial Services Brian Stubbert presented an overview of the proposed action regarding the Revenue Refunding Bond. He was accompanied by PFM Managing Director Dennis Waley, Bond Counsel Attorney Doug Brown of Stradling, Yocca, Carlson & Rauth, and Joseph Nicoli of Goldman Sachs. Mr. Stubbert stated that today’s proposed action is an acknowledgment of the cost of issuance and also ratifications to a previously adopted resolution. Hearing no further comments, the Board then took the following actions:

**RESOLUTION NO. 2019-50**

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $145,000,000 AGGREGATE PRINCIPAL AMOUNT OF TURLOCK IRRIGATION DISTRICT REVENUE REFUNDING BONDS, AND AUTHORIZING AND APPROVING FORMS, AND THE EXECUTION AND DELIVERY, OF A TRUST AGREEMENT, A FORWARD PURCHASE CONTRACT, AND A CONTINUING DISCLOSURE AGREEMENT RELATING TO SAID BONDS; AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO**

WHEREAS, the Board of Directors (the “Board”) of the Turlock Irrigation District (the “District”) adopted its Revenue Bond Resolution (No. 86-164) on May 20, 1986, as amended and
supplemented (the “Revenue Bond Resolution”) pursuant to which the District has issued Revenue Bonds (as defined therein); and

WHEREAS, the Revenue Bond Resolution provides for the issuance and incurrence of First Priority Subordinated Obligations (the “First Priority Subordinated Obligations”) for any lawful purpose of the System (as such term is defined in the Master Resolution defined in the following paragraph) with a lien on Revenues (as defined in the Master Resolution) of the District junior and subordinate to the lien of the Revenue Bonds; and

WHEREAS, the Board adopted its First Priority Subordinated Resolution (Resolution No. 96-20) on February 27, 1996 (as it may be amended and supplemented in accordance with its terms, the “Master Resolution”) to establish covenants and other provisions with respect to First Priority Subordinated Obligations payable from Available Revenues (as defined therein) thereafter issued or incurred from time to time; and

WHEREAS, pursuant to the Master Resolution, the District previously issued its First Priority Subordinated Revenue Refunding Bonds, Series 2011, in the aggregate principal amount of $206,940,000 of which $186,190,000 aggregate principal amount remain outstanding (the “2011 Bonds”); and

WHEREAS, the District now desires to authorize the refunding of the 2011 Bonds from proceeds of its First Priority Subordinated Obligations if and to the extent that debt service savings can be realized as a result thereof; and

WHEREAS, pursuant to Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of, Title 5, constituting Section 53570 and following, of the Government Code of the State of California, the District is authorized to issue First Priority Subordinated Obligations to refund the 2011 Bonds; and

WHEREAS, the Board has found and determined it to be in the best interests of the District to issue the Turlock Irrigation District Revenue Refunding Bonds, Series 2020 (the “2020 Bonds”), as First Priority Subordinated Obligations, the proceeds of which will be used to pay the principal amount of, or defease, the 2011 Bonds (the “Refunding”) and to pay for costs of issuance incurred in connection with the issuance of the 2020 Bonds approved herein; and

WHEREAS, in order to accomplish the Refunding, it is necessary that the District enter into certain agreements, hereinafter more particularly described, and that certain other actions be taken and authorized; and

WHEREAS, there has been prepared and submitted to this meeting the form of a Trust Agreement (the “Trust Agreement”) to be executed and delivered by the District in connection with the issuance of the 2020 Bonds; and

WHEREAS, in order to set forth the terms of sale of the 2020 Bonds, the District will enter into a forward delivery purchase contract (the “Forward Purchase Contract”) with the underwriters named therein (collectively, the “Underwriters”), the form of which has been prepared and submitted to this meeting; and
WHEREAS, there has been prepared and submitted to this meeting the preliminary form of an Official Statement to be distributed in connection with the offering and sale of the 2019 Bonds (as defined in the Trust Agreement) and the 2020 Bonds (the “Preliminary Official Statement”); and

WHEREAS, there has been prepared and submitted to this meeting the form of a Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) to be executed and delivered by the District to assist the Underwriters in satisfying their obligations under Rule 15c2-12 promulgated by the Securities and Exchange Commission; and

WHEREAS, the 2020 Bonds will be issued as fixed rate revenue refunding bonds with a final maturity date not later than January 1, 2041; and

WHEREAS, all General Obligation Bonds (as defined in the Revenue Bond Resolution) issued pursuant to the Revenue Bond Resolution have been discharged; and

WHEREAS, only the 2010A Bonds (as defined in the Trust Agreement) are outstanding under the Revenue Bond Resolution and, upon the defeasance of the 2010A Bonds which has been previously authorized by the Board, the Revenue Bond Resolution will be discharged pursuant to its terms; and

WHEREAS, the Board now desires to authorize and approve the form and the execution and delivery of the documents described in these recitals and the performance of such acts as may be necessary or desirable in connection with the execution and delivery of, and, in the case of the Official Statement in preliminary and final form, the preparation and distribution of, such documents;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Turlock Irrigation District, as follows:

Section 1. That all of the recitals herein contained are true and correct and the Board so finds.

Section 2. That the issuance of not to exceed $145,000,000 aggregate principal amount of Turlock Irrigation District Revenue Refunding Bonds, Series 2020 in order to pay the principal amount of, or defease, the 2011 Bonds (provided, that the refunding of the 2011 Bonds results in present value savings as determined by the Chief Financial Officer/Assistant General Manager, Financial Services, of the District), and to pay costs of issuance incurred in connection with the issuance of the 2020 Bonds be and the same is hereby approved. The date of issuance (not later than December 31, 2020), maturity date (not later than January 1, 2041), interest rates (not to exceed a maximum with respect to any bond of 5% per annum), interest payment dates, forms, manner of execution, registration privileges, place or places of payment, terms of redemption, and other terms of the 2020 Bonds shall be (subject to the foregoing limitations) as provided in the Trust Agreement as finally executed and delivered.

Section 3. That the Trust Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. Any one of the President or Vice President of the Board, the General Manager or the Chief Financial Officer/Assistant General Manager, Financial Services of the District, acting singly (each an
“Authorized Officer”), are each hereby authorized to execute and deliver, after consultation with District Counsel or Stradling Yocca Carlson & Rauth, a Professional Corporation, as bond counsel (“Bond Counsel”), the Trust Agreement in the form presented to this meeting, with such changes, insertions and deletions as may be approved by the Authorized Officer executing said Trust Agreement, subject to the limitations set forth in Section 2, said execution being conclusive evidence of such approval.

**Section 4.** That the Forward Purchase Contract, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. Any Authorized Officer is hereby authorized to execute and deliver, after consultation with District Counsel or Bond Counsel, the Forward Purchase Contract in the form presented to this meeting, with such changes, insertions and deletions as may be approved by the Authorized Officer executing said Forward Purchase Contract (subject to the limitations contained in this Resolution), said execution being conclusive evidence of such approval; provided, that the underwriting discount (excluding any original issue discount or premium) shall not exceed one half of one percent (0.5%) of the aggregate principal amount of the 2020 Bonds.

**Section 5.** The preparation and distribution of the Preliminary Official Statement for the 2019 Bonds and the 2020 Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth in full, is hereby approved. Each Authorized Officer is hereby authorized to make such changes, insertions and omissions as may be recommended by District Counsel or Bond Counsel and to sign a certificate pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 relating to the Preliminary Official Statement. Upon execution of such certificate, the Underwriters are hereby authorized to distribute copies of said Preliminary Official Statement to persons who may be interested in the initial purchase of the 2019 Bonds or 2020 Bonds. Each Authorized Officer is hereby authorized and directed to execute, approve and deliver the Official Statement in the form of the Preliminary Official Statement which, upon execution is made a part hereof as though set forth in full herein, with such changes, insertions and omissions as may be recommended by District Counsel or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval. The Underwriters are directed to deliver copies of any final Official Statement to all actual initial purchasers of the 2019 Bonds and 2020 Bonds.

**Section 6.** That the Continuing Disclosure Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. Any Authorized Officer is hereby authorized to execute and deliver, after consultation with District Counsel or Bond Counsel, the Continuing Disclosure Agreement in the form presented to this meeting, with such changes, insertions and deletions as may be approved by the Authorized Officer executing said Continuing Disclosure Agreement, said execution being conclusive evidence of such approval.

**Section 7.** The Board acknowledges that the good faith estimates required by Section 5852.1 of the California Government Code with respect to the 2019 Bonds and the 2020 Bonds are disclosed in the staff report and are available to the public at the meeting at which this Resolution is approved.

**Section 8.** That any Authorized Officer shall be, and each of them hereby is, authorized to execute and deliver any and all documents, agreements, certificates and instruments, including, without limitation, signature certificates, no-litigation certificates, tax certificates, certificates
concerning the contents of the Official Statement and the representations and closing conditions in the Forward Purchase Contract, letters of representation relating to book-entry registration, any insurance commitments or any agreements required in connection with obtaining a policy of municipal bond insurance or a reserve fund surety or insurance policy, any agreements required in connection with the issuance or administration of the 2020 Bonds and any escrow agreements or escrow instructions required in connection with the Refunding, and to do and cause to be done any and all acts and things necessary or convenient to carry out the purposes and intent of this Resolution.

Section 9. That any member of the Board and any Authorized Officer shall be, and each of them hereby is, authorized to give or receive all approvals, consents, directions, instructions, notices, orders, requests, indemnifications and other actions permitted or required by any of the documents authorized by this Resolution or as permitted or required to effect the Refunding, or any investment of proceeds of the 2020 Bonds or obtaining a policy of municipal bond insurance or a reserve fund surety or insurance policy with respect to the 2020 Bonds, and to take any such action that such authorized representative, with the advice of District Counsel or Bond Counsel, may deem necessary or desirable to further the purposes of this Resolution.

Section 10. Resolution No. 2019-46 (the “Prior Resolution”) remains in force and effect except as modified by Section 5 and 7 hereof. The Board hereby reapproves the Prior Resolution except as so modified.

Section 11. That all actions heretofore taken by the officers, employees and agents of the District in connection with the matters authorized by this Resolution are hereby ratified, approved and confirmed.

Section 12. That this Resolution shall take effect from and after its adoption.

Moved by Director Alamo, seconded by Director Frantz, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes: Directors Santos, Frantz, Alamo, Macedo, Fernandes
Noes: Directors - None
Absent: Directors - None

The President declared the resolution adopted.

MOTION CANCELING THE TURLOCK IRRIGATION DISTRICT REGULAR BOARD MEETING OF SEPTEMBER 17, 2019

Moved by Director Alamo, seconded by Director Santos, that the regular meeting of the Board of Directors of the Turlock Irrigation District scheduled for September 17, 2019, be canceled for lack of a quorum.

All voted in favor with none opposed. The President declared the motion carried.
RESOLUTION NO. 2019 - 51

RESOLUTION DELEGATING AUTHORITY TO APPROVE PAYMENT OF TURLOCK IRRIGATION DISTRICT WARRANTS FROM SEPTEMBER 11 THROUGH SEPTEMBER 17, 2019

WHEREAS, because the Board of Directors will not hold its regular meeting on September 17, 2019; and

WHEREAS, Water Code Section 24600 states “No claim shall be paid by the treasurer until allowed by the board, and only upon a warrant signed by the president and countersigned by the secretary”; and

WHEREAS, it is in the best interests of the District that the District pay vendors in a timely manner.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of Directors of the Turlock Irrigation District as follows:

1. For the period of September 11 through September 17, 2019 only, the Board of Directors delegates to the President and Vice President of the District’s Board of Directors and either of them, the authority to approve claims under Water Code Section 24600 for payment.

2. At the Board of Directors’ regular meeting on September 24, 2019, the Treasurer or the Accounting Department Manager shall report to the Board all claims paid during that period pursuant to this resolution.

Moved by Director Frantz, seconded by Director Santos, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes: Directors Santos, Frantz, Alamo, Macedo, Fernandes
Noes: Directors - None
Absent: Directors - None

The President declared the resolution adopted.

BUSINESS OF THE BOARD

Director Alamo reported that he and Director Frantz attended the District’s Pension and Investment Committee meeting the previous day. Committee members reviewed the second quarter update.
Director Alamo also reported he was notified that City of Turlock Interim City Manager Michael Cooke is temporarily unable to serve as chair of the Technical Advisory Committee for the West Turlock Subbasin Groundwater Sustainability Agency due to this interim role with the city.

2020 CAPITAL BUDGET WORKSHOP

CFO/AGM Financial Services Brian Stubbert presented a workshop on the proposed 2020 Capital budget for each administration. The General Manager’s Administration budget is proposed at $2.05 million with large expense items being $2.0 million for the Don Pedro Relicensing and $50,000 for the Contingency Plan.

The Financial Services Administration proposed capital budget is $8.2 million which includes large cost items of $4.1 million on the replacement of the Customer Information System (C2M), approximately $700,000 for network infrastructure, $1.3 million for replacement of vehicles and modifications, and $1.2 million on the Emergency Management System replacement.

Water Resources Assistant General Manager Tou Her reviewed the Water Resources Administration proposed capital budget of $6.6 million which includes several capital budget items slated for 2020 which includes large cost items of $2.2 million for irrigation capital, $1.4 million on the joint domestic water project, $1.0 million for rehabilitation of the Turlock Lake dam, $550,000 for work to the Harding/Nielson Drains and Levee/Fish Screen, and $500,000 for the Lateral 1 UPRR Siphon rehabilitation.

Electrical Engineering and Operations Assistant General Manager Manjot Gill reviewed the projected capital budget at $19.4 million which includes numerous large projects such as $3.5 million for the upgrade to the transmission and distribution lines (EOL), $2.7 million for Energy Imbalance Market implementation, $2.4 million for routine expansion services, $1.8 for routine expansion transformers, $1.1 for routine expansion for transmission and distribution, $1.2 million for underground cable replacement, $1.2 million for pole testing and replacement, and $1.8 million for the Fairground/College/Geer 69kV line Reconstructor.

Power Supply Assistant General Manager Brad Koehn reviewed the proposed capital budget for the Power Supply Administration, which includes all external generation facilities, projected at $5.9 million with $2.1 million going to a major inspection and overhaul of the Walnut Energy Center (WEC) Unit 2, $600,000 Barnett Natural Gas Reserves and $600,000 for Pinedale Gas Reserves, $500,000 for Almond Power Plant HRSG rehabilitation, $250,000 for the La Grange Tailrace and Sluice Gate Channel Improvements, and $500,000 for a 34.5 kV transformer replacement at the Tuolumne Wind Project. The proposed Don Pedro capital budget projects a $16.8 million capital budget with $12.4 million slated for the Don Pedro Life Extension project (balance of plant) and $2.0 million for Don Pedro Life Extension-Generation, $1.2 million for the La Grange Water Treatment Plant Raw Water Pump Station, and $810,000 for the Don Pedro Cavitation Repair. The Don Pedro Recreation Agency capital budget is projected at $5.1 million, with major items being $3.7 million for the DPRA Visitor’s Center, $1.0 million allotted for the swimming lagoon filter replacement and $188,000 for roadwork.
Mr. Stubbert also requested direction from the Board regarding the recent transaction of converting $100,000,000 on the commercial paper line to long term debt. He stated the District needs to decide if the remaining bond financed capital from the 2019 Budget should remain bond financed capital, or be converted to revenue financed capital. The Board provided direction to staff to return in the spring for further discussion, once the final 2019 capital numbers were known. Mr. Stubbert also wished to thank accounting staff including Accounting Department Manager Martin Qualle, Finance Manager Jesse Kirschner and Finance Reporting Manager Michael Vincent for their assistance through the budget process.

MOTION TO ADJOURN

Moved by Director Alamo, seconded by Director Macedo, that the regular meeting of the Board of Directors be adjourned.

All voted in favor with none opposed. The President declared the motion carried.

_____________________________________
Executive Secretary to the Board of Directors
<table>
<thead>
<tr>
<th>CHECK NO</th>
<th>CHECK AMT</th>
<th>CHECK DATE</th>
<th>VENDOR NO.</th>
<th>VENDOR NAME</th>
<th>PRODUCT / SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>387300</td>
<td>$18,188.29</td>
<td>09/24/2019</td>
<td>30169</td>
<td>STILLWATER SCIENCES</td>
<td>16 WATER STUDIES</td>
</tr>
<tr>
<td>387243</td>
<td>$958.50</td>
<td>09/24/2019</td>
<td>21829</td>
<td>MID-VALLEY PUBLICATIONS INC.</td>
<td>ADVERTISING</td>
</tr>
<tr>
<td>387309</td>
<td>$2,500.00</td>
<td>09/24/2019</td>
<td>15110</td>
<td>TURLOCK JOURNAL</td>
<td>ADVERTISING</td>
</tr>
<tr>
<td>387262</td>
<td>$2,760.00</td>
<td>09/24/2019</td>
<td>33155</td>
<td>ARMORED TRANSPORT</td>
<td></td>
</tr>
<tr>
<td>387282</td>
<td>$28,930.00</td>
<td>09/24/2019</td>
<td>37065</td>
<td>ROBBINS, BROWNING, GODWIN &amp; MARCHINI LLP</td>
<td>ATTORNEY</td>
</tr>
<tr>
<td>387189</td>
<td>$18,854.45</td>
<td>09/24/2019</td>
<td>37068</td>
<td>ELLISON SCHNEIDER HARRIS &amp; DONLAN LLP</td>
<td>ATTORNEY SERVICES</td>
</tr>
<tr>
<td>387236</td>
<td>$10,751.47</td>
<td>09/24/2019</td>
<td>26981</td>
<td>MALM FAGUNDES LLP</td>
<td>ATTORNEY/LAW</td>
</tr>
<tr>
<td>387220</td>
<td>$49,189.08</td>
<td>09/24/2019</td>
<td>36263</td>
<td>INPOSEND, INC.</td>
<td>BILL PRINTING</td>
</tr>
<tr>
<td>387183</td>
<td>$1,042.27</td>
<td>09/24/2019</td>
<td>30763</td>
<td>DS WATERS OF AMERICA INC</td>
<td>BOTTLED WATER/EQUIP</td>
</tr>
<tr>
<td>387257</td>
<td>$50,619.05</td>
<td>09/24/2019</td>
<td>26191</td>
<td>THE OKONITE COMPANY</td>
<td>CABLE</td>
</tr>
<tr>
<td>387195</td>
<td>$270.75</td>
<td>09/24/2019</td>
<td>35574</td>
<td>FAST TRACK CAR WASH</td>
<td>CAR WASH</td>
</tr>
<tr>
<td>387289</td>
<td>$361.53</td>
<td>09/24/2019</td>
<td>14521</td>
<td>SHORE CHEMICAL CO</td>
<td>CHEMICALS</td>
</tr>
<tr>
<td>387246</td>
<td>$20,904.89</td>
<td>09/24/2019</td>
<td>29117</td>
<td>NALCO COMPANY</td>
<td>CHEMICALS/TESTING</td>
</tr>
<tr>
<td>387212</td>
<td>$10,990.31</td>
<td>09/24/2019</td>
<td>34578</td>
<td>HILL BROTHERS CHEMICAL COMPANY</td>
<td>CHEMICALS/WEC&amp;ALMOND</td>
</tr>
<tr>
<td>387260</td>
<td>$58,178.00</td>
<td>09/24/2019</td>
<td>24835</td>
<td>ORACLE AMERICA, INC.</td>
<td>CIS/MDM SERVICES</td>
</tr>
<tr>
<td>387174</td>
<td>$425.00</td>
<td>09/24/2019</td>
<td>38356</td>
<td>COUNTRY SQUARE, LLC</td>
<td>CLAIM</td>
</tr>
<tr>
<td>387201</td>
<td>$1,356.16</td>
<td>09/24/2019</td>
<td>35923</td>
<td>ARACELI GANDAR</td>
<td>CLAIM</td>
</tr>
<tr>
<td>387215</td>
<td>$17,736.69</td>
<td>09/24/2019</td>
<td>26184</td>
<td>HYDROCOMP INC.</td>
<td>CLIMATE CHANGE STUDY</td>
</tr>
<tr>
<td>387316</td>
<td>$5,765.56</td>
<td>09/24/2019</td>
<td>27154</td>
<td>VERIZON WIRELESS</td>
<td>COMMUNICATION-CELL</td>
</tr>
<tr>
<td>387321</td>
<td>$510.00</td>
<td>09/24/2019</td>
<td>37514</td>
<td>WAVE BUSINESS</td>
<td>COMMUNICATION-ETHERN</td>
</tr>
<tr>
<td>387330</td>
<td>$278.00</td>
<td>09/24/2019</td>
<td>35257</td>
<td>YP</td>
<td>COMMUNICATION/DRCTRY</td>
</tr>
<tr>
<td>387149</td>
<td>$119.42</td>
<td>09/24/2019</td>
<td>22087</td>
<td>AT&amp;T TELECONFERENCE SERVICES</td>
<td>COMMUNICATIONS</td>
</tr>
<tr>
<td>387326</td>
<td>$398.50</td>
<td>09/24/2019</td>
<td>29690</td>
<td>OUTFITTER SATELLITE, INC.</td>
<td>COMMUNICATIONS-PAGER</td>
</tr>
<tr>
<td>387253</td>
<td>$28,462.58</td>
<td>09/24/2019</td>
<td>37986</td>
<td>NOVATECH LLC</td>
<td>COMPUTER HARDWARE</td>
</tr>
<tr>
<td>387159</td>
<td>$146.31</td>
<td>09/24/2019</td>
<td>37491</td>
<td>CALIFORNIA LANDSCAPE SUPPLY</td>
<td>CONCRETE</td>
</tr>
<tr>
<td>387178</td>
<td>$5,455.50</td>
<td>09/24/2019</td>
<td>25253</td>
<td>DAVIDS ENGINEERING, INC.</td>
<td>CONSULTANT</td>
</tr>
<tr>
<td>387198</td>
<td>$13,351.91</td>
<td>09/24/2019</td>
<td>32643</td>
<td>FISHBIO ENVIRONMENTAL LLC</td>
<td>CONSULTANT/BIO TECH</td>
</tr>
<tr>
<td>387188</td>
<td>$2,340.00</td>
<td>09/24/2019</td>
<td>38286</td>
<td>ELECTRICAL ADVANTAGE ENGINEERING, INC.</td>
<td>CONSULTING</td>
</tr>
<tr>
<td>387297</td>
<td>$59,207.75</td>
<td>09/24/2019</td>
<td>34025</td>
<td>STANTEC CONSULTING SERVICES INC.</td>
<td>CONSULTING</td>
</tr>
<tr>
<td>387268</td>
<td>$1,935.00</td>
<td>09/24/2019</td>
<td>34574</td>
<td>PARUS CONSULTING, INC.</td>
<td>CONSULTING SERVICES</td>
</tr>
<tr>
<td>387254</td>
<td>$10,000.00</td>
<td>09/24/2019</td>
<td>35278</td>
<td>THE NYHART COMPANY</td>
<td>CONSULTING/ACTUAL</td>
</tr>
<tr>
<td>387208</td>
<td>$360.00</td>
<td>09/24/2019</td>
<td>37737</td>
<td>GLORY GLOBAL SOLUTIONS INC</td>
<td>CURRENCY COUNTER</td>
</tr>
<tr>
<td>387259</td>
<td>$121.56</td>
<td>09/24/2019</td>
<td>33260</td>
<td>ONTRAC</td>
<td>DELIVERY SERVICE</td>
</tr>
<tr>
<td>387312</td>
<td>$192.75</td>
<td>09/24/2019</td>
<td>15185</td>
<td>UNITED PARCEL SERVICE</td>
<td>DELIVERY SERVICE</td>
</tr>
<tr>
<td>387310</td>
<td>$391.84</td>
<td>09/24/2019</td>
<td>92286</td>
<td>TURLOCK SCAVENGER</td>
<td>DISPOSAL FEES</td>
</tr>
<tr>
<td>387313</td>
<td>$2,975.95</td>
<td>09/24/2019</td>
<td>34071</td>
<td>ELECTRIC GAS &amp; ELECTRIC</td>
<td>ELECTRICAL SERVICE</td>
</tr>
<tr>
<td>387187</td>
<td>$4,567.02</td>
<td>09/24/2019</td>
<td>36416</td>
<td>EDGES ELECTRICAL GROUP, LLC</td>
<td>ELECTRICAL SUPPLIES</td>
</tr>
<tr>
<td>387314</td>
<td>$24,234.26</td>
<td>09/24/2019</td>
<td>36400</td>
<td>UTILICAST LLC</td>
<td>ELECTRICAL SERVICE</td>
</tr>
<tr>
<td>387182</td>
<td>$6,258.00</td>
<td>09/24/2019</td>
<td>37951</td>
<td>DRAKE HAGLAN AND ASSOCIATES, INC.</td>
<td>ENG CONSULTING SVCS</td>
</tr>
<tr>
<td>387217</td>
<td>$555.00</td>
<td>09/24/2019</td>
<td>33242</td>
<td>IEC CORPORATION</td>
<td>ENGINEERING SERVICES</td>
</tr>
<tr>
<td>387193</td>
<td>$27,453.58</td>
<td>09/24/2019</td>
<td>27454</td>
<td>ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)</td>
<td>ENVIRONMENTAL CONSULTANT</td>
</tr>
<tr>
<td>387301</td>
<td>$32,578.45</td>
<td>09/24/2019</td>
<td>34563</td>
<td>STOCKTON FENCE &amp; MATERIAL COMPANY</td>
<td>FENCE/GATE</td>
</tr>
<tr>
<td>387163</td>
<td>$72.02</td>
<td>09/24/2019</td>
<td>29571</td>
<td>CINTAS CORPORATION</td>
<td>FIRST AID/SAFETY</td>
</tr>
<tr>
<td>387302</td>
<td>$22.21</td>
<td>09/24/2019</td>
<td>34654</td>
<td>SWAGELock NORTHERN CALIFORNIA</td>
<td>FLUID SYSTEM FITTING</td>
</tr>
<tr>
<td>387315</td>
<td>$2,935.62</td>
<td>09/24/2019</td>
<td>35700</td>
<td>VAISALA, INC.</td>
<td>FORECASTING SVC</td>
</tr>
<tr>
<td>387154</td>
<td>$18,962.19</td>
<td>09/24/2019</td>
<td>21522</td>
<td>W.H. BRESHEARS INC.</td>
<td>FUEL/LUBRICANTS/SVCS</td>
</tr>
<tr>
<td>387244</td>
<td>$216.50</td>
<td>09/24/2019</td>
<td>13341</td>
<td>MOORE QUALITY GALVANIZING INC.</td>
<td>GALVANIZING/PRODUCTION</td>
</tr>
<tr>
<td>387266</td>
<td>$31,293.24</td>
<td>09/24/2019</td>
<td>32669</td>
<td>B OF A WIRE-TIP Barnett USA LLC</td>
<td>GAS STORAGE</td>
</tr>
<tr>
<td>387304</td>
<td>$20.21</td>
<td>09/24/2019</td>
<td>37684</td>
<td>HILL BROTHERS CHEMICAL COMPANY</td>
<td>GAS WELLS EXPENSE</td>
</tr>
<tr>
<td>387226</td>
<td>$1,960.00</td>
<td>09/24/2019</td>
<td>37063</td>
<td>KRAZAN &amp; ASSOCIATES, INC.</td>
<td>GEO TESTING</td>
</tr>
<tr>
<td>387158</td>
<td>$1,634.11</td>
<td>09/24/2019</td>
<td>23524</td>
<td>CALVERAS MATERIALS, INC.</td>
<td>GRAVEL/ROCK/SAND</td>
</tr>
<tr>
<td>387249</td>
<td>$2,135.00</td>
<td>09/24/2019</td>
<td>37031</td>
<td>NETWORK ENVIRONMENTAL SYSTEMS, INC.</td>
<td>HAZWOPER TRAINING</td>
</tr>
<tr>
<td>CHECK NO</td>
<td>CHECK AMT</td>
<td>CHECK DATE</td>
<td>VENDOR NO.</td>
<td>VENDOR NAME</td>
<td>PRODUCT / SERVICE</td>
</tr>
<tr>
<td>----------</td>
<td>-----------</td>
<td>------------</td>
<td>------------</td>
<td>-------------</td>
<td>------------------</td>
</tr>
<tr>
<td>387194</td>
<td>$2,605.00</td>
<td>09/24/2019</td>
<td>35843</td>
<td>EVOQUA WATER TECHNOLOGIES LLC</td>
<td>INDSTRL WATER SVCS</td>
</tr>
<tr>
<td>387140</td>
<td>$1,535.00</td>
<td>09/24/2019</td>
<td>28790</td>
<td>ALL CAL EQUIPMENT SERVICES INC</td>
<td>INSPECTIONS/TESTING</td>
</tr>
<tr>
<td>387162</td>
<td>$90.33</td>
<td>09/24/2019</td>
<td>32106</td>
<td>CHARTER COMMUNICATIONS</td>
<td>INTERNET/CABLE SVCS</td>
</tr>
<tr>
<td>387036</td>
<td>$1,332.26</td>
<td>09/24/2019</td>
<td>38482</td>
<td>TOMAX TECHNOLOGY LLC</td>
<td>IT HARDWARE</td>
</tr>
<tr>
<td>387204</td>
<td>$1,724.00</td>
<td>09/24/2019</td>
<td>37248</td>
<td>W H GIBBS MAINTENANCE CO INC</td>
<td>JANITORIAL SERVICE</td>
</tr>
<tr>
<td>387277</td>
<td>$732.00</td>
<td>09/24/2019</td>
<td>34031</td>
<td>REDDOG SYSTEMS, INC.</td>
<td>JIBLINK SERVICES</td>
</tr>
<tr>
<td>387265</td>
<td>$637.07</td>
<td>09/24/2019</td>
<td>32134</td>
<td>PACIFIC MOBILE STRUCTURES, INC.</td>
<td>JOB SITE OFFICE</td>
</tr>
<tr>
<td>387151</td>
<td>$150.00</td>
<td>09/24/2019</td>
<td>36923</td>
<td>COLANTUONO HIGHLAND &amp; WHATELY PC</td>
<td>LEGAL SERVICES</td>
</tr>
<tr>
<td>387177</td>
<td>$200.50</td>
<td>09/24/2019</td>
<td>36916</td>
<td>DAHL LAW</td>
<td>LEGAL SERVICES</td>
</tr>
<tr>
<td>387278</td>
<td>$449.00</td>
<td>09/24/2019</td>
<td>38014</td>
<td>REMCHO, JOHANSEN &amp; PURCELL LLP</td>
<td>LEGAL SERVICES</td>
</tr>
<tr>
<td>387173</td>
<td>$1,422.70</td>
<td>09/24/2019</td>
<td>37575</td>
<td>CORNERSTONE CUVENANT CHURCH</td>
<td>LIGHTING REBATE</td>
</tr>
<tr>
<td>38752</td>
<td>$8.02</td>
<td>09/24/2019</td>
<td>30176</td>
<td>NORTHERN CALIFORNIA JOINT POLE</td>
<td>MEMBERSHIP FEE</td>
</tr>
<tr>
<td>387197</td>
<td>$57,030.48</td>
<td>09/24/2019</td>
<td>36737</td>
<td>FIRST DATA MERCHANT SERVICES, LLC</td>
<td>MERCHANT SERVICES</td>
</tr>
<tr>
<td>387324</td>
<td>$4,927.73</td>
<td>09/24/2019</td>
<td>24973</td>
<td>WESCO DISTRIBUTION, INC.</td>
<td>METERS/SUPPLIES</td>
</tr>
<tr>
<td>387262</td>
<td>$8.63</td>
<td>09/24/2019</td>
<td>26411</td>
<td>PACIFIC GAS &amp; ELECTRIC</td>
<td>NATURAL GAS SERVICES</td>
</tr>
<tr>
<td>387264</td>
<td>$228.98</td>
<td>09/24/2019</td>
<td>13675</td>
<td>PACIFIC GAS &amp; ELECTRIC</td>
<td>NATURAL GAS SERVICES</td>
</tr>
<tr>
<td>387209</td>
<td>$7,201.42</td>
<td>09/24/2019</td>
<td>24541</td>
<td>HAWORTH, INC</td>
<td>OFFICE FURNITURE</td>
</tr>
<tr>
<td>387322</td>
<td>$715.50</td>
<td>09/24/2019</td>
<td>35811</td>
<td>WEIDMANN ELECTRICAL TECHNOLOGY INC</td>
<td>OIL ANALYSIS</td>
</tr>
<tr>
<td>387221</td>
<td>$136,323.07</td>
<td>09/24/2019</td>
<td>37976</td>
<td>B OF A WIRE-HDR ENGINEERING, INC.</td>
<td>OUTSIDE SVC - CONSUL</td>
</tr>
<tr>
<td>387258</td>
<td>$152,909.47</td>
<td>09/24/2019</td>
<td>30472</td>
<td>ONE SOURCE DISTRIBUTORS</td>
<td>PARTS</td>
</tr>
<tr>
<td>387279</td>
<td>$2,188.22</td>
<td>09/24/2019</td>
<td>38418</td>
<td>RESPONDER PSE</td>
<td>PARTS - SHOP</td>
</tr>
<tr>
<td>387255</td>
<td>$60.37</td>
<td>09/24/2019</td>
<td>34459</td>
<td>O'REILLY AUTOMOTIVE, INC</td>
<td>PARTS-SHOP</td>
</tr>
<tr>
<td>387230</td>
<td>$635.95</td>
<td>09/24/2019</td>
<td>28677</td>
<td>LEHR AUTO ELECTRIC</td>
<td>PARTS/AUTO ELECTRIC</td>
</tr>
<tr>
<td>387189</td>
<td>$85.22</td>
<td>09/24/2019</td>
<td>23338</td>
<td>DELTA TRUCK EQUIPMENT</td>
<td>PARTS/SHOP</td>
</tr>
<tr>
<td>387219</td>
<td>$812.10</td>
<td>09/24/2019</td>
<td>12349</td>
<td>INDUSTRIAL ELECTRICAL CO., INC.</td>
<td>PARTS/LABOR/TRAINING</td>
</tr>
<tr>
<td>387213</td>
<td>$63.65</td>
<td>09/24/2019</td>
<td>26387</td>
<td>HOLT OF CALIFORNIA</td>
<td>PARTS/REPAIR/EQUIP</td>
</tr>
<tr>
<td>387223</td>
<td>$192.58</td>
<td>09/24/2019</td>
<td>24473</td>
<td>INTERSTATE TRUCK CENTER, LLC</td>
<td>PARTS/SERVICES/EQUIP</td>
</tr>
<tr>
<td>387408</td>
<td>$159.00</td>
<td>09/24/2019</td>
<td>15091</td>
<td>TURLOCK IRRIGATION DISTRICT</td>
<td>PARTS/SHOP</td>
</tr>
<tr>
<td>387138</td>
<td>$1,151.73</td>
<td>09/24/2019</td>
<td>21686</td>
<td>AGSVR WESTERN SALES INC</td>
<td>PARTS/SUPPLIES</td>
</tr>
<tr>
<td>387416</td>
<td>$45.31</td>
<td>09/24/2019</td>
<td>36440</td>
<td>ANIXTER INC.</td>
<td>PARTS/SUPPLIES</td>
</tr>
<tr>
<td>387416</td>
<td>$566.22</td>
<td>09/24/2019</td>
<td>24240</td>
<td>FASTENAL COMPANY</td>
<td>PARTS/SUPPLIES</td>
</tr>
<tr>
<td>387415</td>
<td>$2,584.79</td>
<td>09/24/2019</td>
<td>16333</td>
<td>W GRAY, INC</td>
<td>PARTS/SUPPLIES</td>
</tr>
<tr>
<td>387218</td>
<td>$317.15</td>
<td>09/24/2019</td>
<td>18865</td>
<td>INDEPENDENT ELECTRIC SUPPLY</td>
<td>PARTS/SUPPLIES</td>
</tr>
<tr>
<td>387221</td>
<td>$118.12</td>
<td>09/24/2019</td>
<td>12360</td>
<td>INLAND WHOLESALE HARDWARE INC</td>
<td>PARTS/SUPPLIES</td>
</tr>
<tr>
<td>387240</td>
<td>$291.49</td>
<td>09/24/2019</td>
<td>13109</td>
<td>MC MASTER-CARR</td>
<td>PARTS/SUPPLIES</td>
</tr>
<tr>
<td>387328</td>
<td>$3,325.03</td>
<td>09/24/2019</td>
<td>25894</td>
<td>STAINLESS DISTRIBUTORS</td>
<td>PARTS/SUPPLIES</td>
</tr>
<tr>
<td>387395</td>
<td>$325.87</td>
<td>09/24/2019</td>
<td>15553</td>
<td>WILLE ELECTRIC SUPPLY CO</td>
<td>PARTS/SUPPLIES</td>
</tr>
<tr>
<td>387151</td>
<td>$247.77</td>
<td>09/24/2019</td>
<td>32015</td>
<td>BAY FLEET SUPPLY INC</td>
<td>PARTS/TRUCK</td>
</tr>
<tr>
<td>387143</td>
<td>$252.43</td>
<td>09/24/2019</td>
<td>10138</td>
<td>ALTec INDUSTRIES, INC</td>
<td>PARTS/VEHICLES/SVC</td>
</tr>
<tr>
<td>387170</td>
<td>$78.00</td>
<td>09/24/2019</td>
<td>25293</td>
<td>CLARK PEST CONTROL</td>
<td>PEST CONTROL SERVICE</td>
</tr>
<tr>
<td>387266</td>
<td>$829.95</td>
<td>09/24/2019</td>
<td>36177</td>
<td>THE PARKS GROUP</td>
<td>PRINTING SERVICES</td>
</tr>
<tr>
<td>387184</td>
<td>$3,839.44</td>
<td>09/24/2019</td>
<td>11498</td>
<td>DUNCAN &amp; ALLEN</td>
<td>PROFESSIONAL SERVICE</td>
</tr>
<tr>
<td>387323</td>
<td>$339.50</td>
<td>09/24/2019</td>
<td>32223</td>
<td>JEREMY D. WEINSTEIN</td>
<td>PROFESSIONAL SERVICES</td>
</tr>
<tr>
<td>387319</td>
<td>$1,070.14</td>
<td>09/24/2019</td>
<td>32437</td>
<td>WARD PROMOTIONAL MARKETING</td>
<td>PROMO ITEMS</td>
</tr>
<tr>
<td>387712</td>
<td>$21,896.73</td>
<td>09/24/2019</td>
<td>35849</td>
<td>ALFRED CONHAGEN, INC. OF CALIFORNIA</td>
<td>PUMP SVC/REPAIR</td>
</tr>
<tr>
<td>387152</td>
<td>$50.00</td>
<td>09/24/2019</td>
<td>35619</td>
<td>B OF A WIRE-BGC FINANCIAL, LP</td>
<td>PURCHASED POWER</td>
</tr>
<tr>
<td>387153</td>
<td>$684,000.00</td>
<td>09/24/2019</td>
<td>29797</td>
<td>B OF A WIRE-BP ENERGY COMPANY</td>
<td>PURCHASED POWER</td>
</tr>
<tr>
<td>387161</td>
<td>$1,777,245.85</td>
<td>09/24/2019</td>
<td>38011</td>
<td>B OF A WIRE-CASTLETON COMMODITIES</td>
<td>PURCHASED POWER</td>
</tr>
<tr>
<td>387185</td>
<td>$38,719.00</td>
<td>09/24/2019</td>
<td>34711</td>
<td>B OF A WIRE-EDF TRADING</td>
<td>PURCHASED POWER</td>
</tr>
<tr>
<td>387186</td>
<td>$231,954.97</td>
<td>09/24/2019</td>
<td>36963</td>
<td>B OF A WIRE-EDF TRADING</td>
<td>PURCHASED POWER</td>
</tr>
<tr>
<td>387216</td>
<td>$375.00</td>
<td>09/24/2019</td>
<td>35973</td>
<td>B OF A WIRE-ICE TRADE VAULT LLC</td>
<td>PURCHASED POWER</td>
</tr>
<tr>
<td>387222</td>
<td>$2,775.00</td>
<td>09/24/2019</td>
<td>29548</td>
<td>B OF A WIRE-INTERCONTINENTAL</td>
<td>PURCHASED POWER</td>
</tr>
<tr>
<td>CHECK NO.</td>
<td>CHECK AMT</td>
<td>CHECK DATE</td>
<td>VENDOR NO.</td>
<td>VENDOR NAME</td>
<td>PRODUCT / SERVICE</td>
</tr>
<tr>
<td>----------</td>
<td>-----------</td>
<td>------------</td>
<td>------------</td>
<td>-----------------------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>387248</td>
<td>$61,380.00</td>
<td>09/24/2019</td>
<td>19353</td>
<td>B OF A WIRE-NCPA</td>
<td>PURCHASED POWER</td>
</tr>
<tr>
<td>387274</td>
<td>$199.38</td>
<td>09/24/2019</td>
<td>34863</td>
<td>B OF A WIRE-PREBON ENERGY INC</td>
<td>PURCHASED POWER</td>
</tr>
<tr>
<td>387318</td>
<td>$51,797.13</td>
<td>09/24/2019</td>
<td>50389</td>
<td>JESSICA ACOSTA</td>
<td>REBATE</td>
</tr>
<tr>
<td>387137</td>
<td>$500.00</td>
<td>09/24/2019</td>
<td>50390</td>
<td>GLORIA ALONZO</td>
<td>REBATE</td>
</tr>
<tr>
<td>387148</td>
<td>$35.00</td>
<td>09/24/2019</td>
<td>50391</td>
<td>JESSICA ARIAS</td>
<td>REBATE</td>
</tr>
<tr>
<td>387155</td>
<td>$35.00</td>
<td>09/24/2019</td>
<td>50392</td>
<td>RICARDO BRISENO</td>
<td>REBATE</td>
</tr>
<tr>
<td>387168</td>
<td>$2,000.00</td>
<td>09/24/2019</td>
<td>50393</td>
<td>CITY OF PATTERSON</td>
<td>REBATE</td>
</tr>
<tr>
<td>387192</td>
<td>$18,164.64</td>
<td>09/24/2019</td>
<td>38354</td>
<td>ENERGY SAVERS, LLC</td>
<td>REBATE</td>
</tr>
<tr>
<td>387208</td>
<td>$300.00</td>
<td>09/24/2019</td>
<td>50394</td>
<td>JENNIFER HAMILTON</td>
<td>REBATE</td>
</tr>
<tr>
<td>387225</td>
<td>$550.00</td>
<td>09/24/2019</td>
<td>50395</td>
<td>DAWNA KNIGHT</td>
<td>REBATE</td>
</tr>
<tr>
<td>387228</td>
<td>$550.00</td>
<td>09/24/2019</td>
<td>50396</td>
<td>DIANA LANE</td>
<td>REBATE</td>
</tr>
<tr>
<td>387231</td>
<td>$300.00</td>
<td>09/24/2019</td>
<td>50397</td>
<td>ESHKAN LELHAM</td>
<td>REBATE</td>
</tr>
<tr>
<td>387232</td>
<td>$500.00</td>
<td>09/24/2019</td>
<td>50398</td>
<td>ESTRADA LEONARDO</td>
<td>REBATE</td>
</tr>
<tr>
<td>387237</td>
<td>$288.00</td>
<td>09/24/2019</td>
<td>33577</td>
<td>RONALD MARTELLA FARMS, INC.</td>
<td>REBATE</td>
</tr>
<tr>
<td>387238</td>
<td>$670.00</td>
<td>09/24/2019</td>
<td>50399</td>
<td>SHEILA ANNE MAYO</td>
<td>REBATE</td>
</tr>
<tr>
<td>387239</td>
<td>$75.00</td>
<td>09/24/2019</td>
<td>50400</td>
<td>TODD MC COMAK</td>
<td>REBATE</td>
</tr>
<tr>
<td>387270</td>
<td>$35.00</td>
<td>09/24/2019</td>
<td>50401</td>
<td>JESUS PELAYO</td>
<td>REBATE</td>
</tr>
<tr>
<td>387271</td>
<td>$300.00</td>
<td>09/24/2019</td>
<td>50402</td>
<td>AMANDA PERRY</td>
<td>REBATE</td>
</tr>
<tr>
<td>387281</td>
<td>$500.00</td>
<td>09/24/2019</td>
<td>50403</td>
<td>WILLIAM REYNOSO</td>
<td>REBATE</td>
</tr>
<tr>
<td>387285</td>
<td>$300.00</td>
<td>09/24/2019</td>
<td>50404</td>
<td>TERRANCE SANI</td>
<td>REBATE</td>
</tr>
<tr>
<td>387294</td>
<td>$300.00</td>
<td>09/24/2019</td>
<td>50405</td>
<td>SARBAN SINGH</td>
<td>REBATE</td>
</tr>
<tr>
<td>387307</td>
<td>$500.00</td>
<td>09/24/2019</td>
<td>50406</td>
<td>JOYCE TRUJILLO</td>
<td>REBATE</td>
</tr>
<tr>
<td>387311</td>
<td>$19.03</td>
<td>09/24/2019</td>
<td>33526</td>
<td>RECYCLING</td>
<td></td>
</tr>
<tr>
<td>387210</td>
<td>$87.00</td>
<td>09/24/2019</td>
<td>23832</td>
<td>HCD</td>
<td>REGISTER MOBILE UNIT</td>
</tr>
<tr>
<td>387150</td>
<td>$100.00</td>
<td>09/24/2019</td>
<td>38355</td>
<td>DOREIN BACH</td>
<td>REIMBURSABLE EXPENSE</td>
</tr>
<tr>
<td>387180</td>
<td>$172.59</td>
<td>09/24/2019</td>
<td>27186</td>
<td>DAN DESOMMA</td>
<td>REIMBURSABLE EXPENSE</td>
</tr>
<tr>
<td>387216</td>
<td>$222.30</td>
<td>09/24/2019</td>
<td>37902</td>
<td>MEGAN KETCHELER</td>
<td>REIMBURSABLE EXPENSE</td>
</tr>
<tr>
<td>387229</td>
<td>$457.00</td>
<td>09/24/2019</td>
<td>28121</td>
<td>FRANK LEANDRO</td>
<td>REIMBURSABLE EXPENSE</td>
</tr>
<tr>
<td>387233</td>
<td>$116.50</td>
<td>09/24/2019</td>
<td>19095</td>
<td>DEBBIE LIEBERSBACH</td>
<td>REIMBURSABLE EXPENSE</td>
</tr>
<tr>
<td>387251</td>
<td>$141.99</td>
<td>09/24/2019</td>
<td>34072</td>
<td>KEN NOEL</td>
<td>REIMBURSABLE EXPENSE</td>
</tr>
<tr>
<td>387287</td>
<td>$300.00</td>
<td>09/24/2019</td>
<td>32428</td>
<td>DANNI SHERMAN</td>
<td>REIMBURSABLE EXPENSE</td>
</tr>
<tr>
<td>387305</td>
<td>$366,581.60</td>
<td>09/24/2019</td>
<td>15023</td>
<td>TID REVOLVING FUND</td>
<td>REIMBURSE FUND</td>
</tr>
<tr>
<td>387145</td>
<td>$120.64</td>
<td>09/24/2019</td>
<td>36703</td>
<td>JAMES ANDERSON</td>
<td>REIMBURSEMENT</td>
</tr>
<tr>
<td>387293</td>
<td>$55.68</td>
<td>09/24/2019</td>
<td>36822</td>
<td>TONY SILVEIRA</td>
<td>REIMBURSEMENT-BOOTS</td>
</tr>
<tr>
<td>387225</td>
<td>$924.18</td>
<td>09/24/2019</td>
<td>34444</td>
<td>JOHN WIEBER</td>
<td>REIMBURSEMENT-BOOTS</td>
</tr>
<tr>
<td>387273</td>
<td>$1,276.50</td>
<td>09/24/2019</td>
<td>13864</td>
<td>PINNEY BOWES INC</td>
<td>RENTAL FEES/SUPPLIES</td>
</tr>
<tr>
<td>387136</td>
<td>$202.18</td>
<td>09/24/2019</td>
<td>10001</td>
<td>A &amp; A PORTABLES, INC</td>
<td>RENTAL/SERVICES</td>
</tr>
<tr>
<td>387256</td>
<td>$13,731.79</td>
<td>09/24/2019</td>
<td>31883</td>
<td>OBERLIN FILTER COMPANY</td>
<td>REPAIR PARTS</td>
</tr>
<tr>
<td>387259</td>
<td>$209.85</td>
<td>09/24/2019</td>
<td>34990</td>
<td>MALLORY SAFETY AND SUPPLY, LLC</td>
<td>SAFETY PRODUCTS</td>
</tr>
<tr>
<td>387286</td>
<td>$7,996.00</td>
<td>09/24/2019</td>
<td>33802</td>
<td>SAS INSTITUTE, INC.</td>
<td>SAS SOFTWARE</td>
</tr>
<tr>
<td>387250</td>
<td>$144.86</td>
<td>09/24/2019</td>
<td>35029</td>
<td>NI SATELLITE INC.</td>
<td>SATELLITE PHONE</td>
</tr>
<tr>
<td>387272</td>
<td>$1,598.19</td>
<td>09/24/2019</td>
<td>35468</td>
<td>FINE ALLEY SAW SHOP</td>
<td>SAW SERVICE</td>
</tr>
<tr>
<td>387224</td>
<td>$8,366.34</td>
<td>09/24/2019</td>
<td>38076</td>
<td>JJC SECURITY SYSTEM SOLUTIONS</td>
<td>SECURITY SYST INSTAL</td>
</tr>
<tr>
<td>387313</td>
<td>$46.93</td>
<td>09/24/2019</td>
<td>31699</td>
<td>UPS SUPPLY CHAIN SOLUTIONS</td>
<td>SHIPPING CHARGES</td>
</tr>
<tr>
<td>387299</td>
<td>$538.05</td>
<td>09/24/2019</td>
<td>38228</td>
<td>STERICYCLE, INC. DBA SHRED-IT</td>
<td>SHREDDING SERVICES</td>
</tr>
<tr>
<td>387292</td>
<td>$4,902.40</td>
<td>09/24/2019</td>
<td>33768</td>
<td>SIERRA PACIFIC REFRIGERATED</td>
<td>SOLAR</td>
</tr>
<tr>
<td>387284</td>
<td>$4,086.29</td>
<td>09/24/2019</td>
<td>23426</td>
<td>RUCKSTELL CALIFORNIA SALES INC.</td>
<td>SPLICING KITS</td>
</tr>
<tr>
<td>387241</td>
<td>$250.00</td>
<td>09/24/2019</td>
<td>34448</td>
<td>MERCED COUNTY FARM BUREAU</td>
<td>SPONSORSHIP</td>
</tr>
<tr>
<td>387247</td>
<td>$1,000.00</td>
<td>09/24/2019</td>
<td>34358</td>
<td>PATTERSON EDUCATION FOUNDATION</td>
<td>SPONSORSHIP</td>
</tr>
<tr>
<td>387269</td>
<td>$250.00</td>
<td>09/24/2019</td>
<td>37746</td>
<td>STANISLAUS COUNTY FARM BUREAU</td>
<td>SPONSORSHIP</td>
</tr>
<tr>
<td>387296</td>
<td>$400.00</td>
<td>09/24/2019</td>
<td>21858</td>
<td>STANISLAUS COUNTY FARM BUREAU</td>
<td>SPONSORSHIP</td>
</tr>
<tr>
<td>CHECK NO</td>
<td>CHECK AMT</td>
<td>CHECK DATE</td>
<td>VENDOR NO.</td>
<td>VENDOR NAME</td>
<td>PRODUCT / SERVICE</td>
</tr>
<tr>
<td>----------</td>
<td>-----------</td>
<td>------------</td>
<td>------------</td>
<td>-----------------------------------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>387303</td>
<td>$1,000.00</td>
<td>09/24/2019</td>
<td>35627</td>
<td>TASTES OF THE VALLEY</td>
<td>SPONSORSHIP</td>
</tr>
<tr>
<td>387327</td>
<td>$280.00</td>
<td>09/24/2019</td>
<td>37194</td>
<td>WILDERNESS ATHLETE</td>
<td>SPORTS DRINKS</td>
</tr>
<tr>
<td>387144</td>
<td>$1,926.10</td>
<td>09/24/2019</td>
<td>26168</td>
<td>AMAZON CAPITAL SERVICES</td>
<td>SUPPLIES</td>
</tr>
<tr>
<td>387245</td>
<td>$322.82</td>
<td>09/24/2019</td>
<td>25576</td>
<td>N &amp; S TRACTOR</td>
<td>SUPPLIES</td>
</tr>
<tr>
<td>387267</td>
<td>$447.42</td>
<td>09/24/2019</td>
<td>33584</td>
<td>PARTSMASTER</td>
<td>SUPPLIES</td>
</tr>
<tr>
<td>387242</td>
<td>$544.49</td>
<td>09/24/2019</td>
<td>13204</td>
<td>MID-TERM</td>
<td>SUPPLIES</td>
</tr>
<tr>
<td>387260</td>
<td>$138.79</td>
<td>09/24/2019</td>
<td>37730</td>
<td>REXEL USA INC</td>
<td>SUPPLIES- ELECTRONICS</td>
</tr>
<tr>
<td>387298</td>
<td>$682.30</td>
<td>09/24/2019</td>
<td>25020</td>
<td>STAPLES</td>
<td>SUPPLIES- OFFICE</td>
</tr>
<tr>
<td>387139</td>
<td>$816.13</td>
<td>09/24/2019</td>
<td>35379</td>
<td>AIRGAS USA LLC</td>
<td>SUPPLIES/COMPRES GAS</td>
</tr>
<tr>
<td>387147</td>
<td>$52.07</td>
<td>09/24/2019</td>
<td>34544</td>
<td>ARC</td>
<td>SUPPLIES/ DRAFTING</td>
</tr>
<tr>
<td>387207</td>
<td>$71.49</td>
<td>09/24/2019</td>
<td>12043</td>
<td>HACH COMPANY</td>
<td>SUPPLIES/ LABWARE</td>
</tr>
<tr>
<td>387214</td>
<td>$963.72</td>
<td>09/24/2019</td>
<td>22298</td>
<td>THE HOME DEPOT CREDIT SERVICES</td>
<td>SUPPLIES/ MATERIALS</td>
</tr>
<tr>
<td>387234</td>
<td>$1,326.05</td>
<td>09/24/2019</td>
<td>29252</td>
<td>LOWE’S COMPANIES, INC.</td>
<td>SUPPLIES/ MATERIALS</td>
</tr>
<tr>
<td>387320</td>
<td>$1,566.84</td>
<td>09/24/2019</td>
<td>15376</td>
<td>THE WARDEN’S OFFICE, INC.</td>
<td>SUPPLIES/ OFFICE</td>
</tr>
<tr>
<td>387288</td>
<td>$207.07</td>
<td>09/24/2019</td>
<td>16175</td>
<td>SHERWIN-WILLIAMS</td>
<td>SUPPLIES/ PAINT</td>
</tr>
<tr>
<td>387191</td>
<td>$89.54</td>
<td>09/24/2019</td>
<td>24636</td>
<td>EMPIRE SAFETY &amp; SUPPLY</td>
<td>SUPPLIES/ SAFETY</td>
</tr>
<tr>
<td>387141</td>
<td>$3,500.00</td>
<td>09/24/2019</td>
<td>29201</td>
<td>ALMETEK INDUSTRIES, INC.</td>
<td>SUPPLIES/ SIGNS</td>
</tr>
<tr>
<td>387203</td>
<td>$1,969.85</td>
<td>09/24/2019</td>
<td>26890</td>
<td>GENERAL PACIFIC, INC.</td>
<td>SUPPLIES/ WIRE</td>
</tr>
<tr>
<td>387291</td>
<td>$1,040.99</td>
<td>09/24/2019</td>
<td>35651</td>
<td>SIEMENS INDUSTRY, INC.</td>
<td>SURGE ARRESTERS</td>
</tr>
<tr>
<td>387160</td>
<td>$1,671.05</td>
<td>09/24/2019</td>
<td>16322</td>
<td>CALIFORNIA SURVEYING &amp; SURVEY TOOL/ EQUIP</td>
<td></td>
</tr>
<tr>
<td>387290</td>
<td>$851,754.87</td>
<td>09/24/2019</td>
<td>37459</td>
<td>B OF A WIRE-SIEMENS GAMESA RENEWABLE ENERGY IN SVC &amp; MAINT AGREEMENT</td>
<td></td>
</tr>
<tr>
<td>387317</td>
<td>$1,342.30</td>
<td>09/24/2019</td>
<td>34438</td>
<td>VOICANCE LANGUAGE SERVICES</td>
<td>TELEPHONIC INTERPRET</td>
</tr>
<tr>
<td>387156</td>
<td>$4,269.38</td>
<td>09/24/2019</td>
<td>21886</td>
<td>BURLINGTON SAFETY LAB INC.</td>
<td>TESTING OSHA/ SUPPLY</td>
</tr>
<tr>
<td>387181</td>
<td>$3,209.49</td>
<td>09/24/2019</td>
<td>33123</td>
<td>B OF A WIRE-DEVON ENERGY</td>
<td>TEXAS GAS WELLS</td>
</tr>
<tr>
<td>387200</td>
<td>$1,067.05</td>
<td>09/24/2019</td>
<td>24636</td>
<td>FRENSO OXYGEN</td>
<td>TOOLS/ COMPRESSO GAS</td>
</tr>
<tr>
<td>387283</td>
<td>$779.43</td>
<td>09/24/2019</td>
<td>24189</td>
<td>ROSEMOUNT INC.</td>
<td>TRANSMR, CABLE, SENSOR</td>
</tr>
<tr>
<td>387157</td>
<td>$995.92</td>
<td>09/24/2019</td>
<td>33016</td>
<td>BUTTON TRANSPORTATION, INC.</td>
<td>TRANSPORT WASTE WATR</td>
</tr>
<tr>
<td>387227</td>
<td>$1,468.26</td>
<td>09/24/2019</td>
<td>34667</td>
<td>LANDSTAR INWAY INC.</td>
<td>TRANSPORTATION</td>
</tr>
<tr>
<td>387329</td>
<td>$14,038.80</td>
<td>09/24/2019</td>
<td>38252</td>
<td>WRIGHT TREE SERVICE OF THE WEST, INC.</td>
<td>TREE TRIMMING</td>
</tr>
<tr>
<td>387276</td>
<td>$16,853.29</td>
<td>09/24/2019</td>
<td>33955</td>
<td>B OF A WIRE-PUD NO. 1 KLiKkITAT</td>
<td>TPWA-UTILITY COSTS</td>
</tr>
<tr>
<td>387164</td>
<td>$277.47</td>
<td>09/24/2019</td>
<td>37432</td>
<td>CINTAS CORPORATION</td>
<td>UNIFORM SERVICES</td>
</tr>
<tr>
<td>387165</td>
<td>$5,490.77</td>
<td>09/24/2019</td>
<td>11072</td>
<td>CITY OF TURLOCK</td>
<td>UTILITY SERVICES</td>
</tr>
<tr>
<td>387169</td>
<td>$35,801.79</td>
<td>09/24/2019</td>
<td>11072</td>
<td>CITY OF TURLOCK</td>
<td>UTILITY SERVICES</td>
</tr>
<tr>
<td>387166</td>
<td>$89,563.48</td>
<td>09/24/2019</td>
<td>28816</td>
<td>CITY OF TURLOCK</td>
<td>UTILITY USERS TAX</td>
</tr>
<tr>
<td>387167</td>
<td>$30,475.57</td>
<td>09/24/2019</td>
<td>28817</td>
<td>CITY OF TURLOCK</td>
<td>UTILITY USERS TAX</td>
</tr>
<tr>
<td>387171</td>
<td>$3,180.12</td>
<td>09/24/2019</td>
<td>36253</td>
<td>CRUMP &amp; CO. INC.</td>
<td>VALVES</td>
</tr>
<tr>
<td>387275</td>
<td>$2,215.77</td>
<td>09/24/2019</td>
<td>36622</td>
<td>PRICE FORD OF TURLOCK</td>
<td>VEHICLES &amp; PARTS</td>
</tr>
<tr>
<td>387175</td>
<td>$5,200.00</td>
<td>09/24/2019</td>
<td>34533</td>
<td>THE CREATION LAB</td>
<td>VIDEO SERVICES</td>
</tr>
<tr>
<td>387190</td>
<td>$69,801.98</td>
<td>09/24/2019</td>
<td>38277</td>
<td>EMPIRE INSULATION</td>
<td>WEATHERIZATION</td>
</tr>
</tbody>
</table>

TOTAL # OF CHECKS: 195  TOTAL AMOUNT $5,430,391.04
POWER SUPPLY ADMINISTRATION

MEMORANDUM

TO: TID Board of Directors  
DATE: 09-18-2019

PREPARED BY: Dan Severson  
RE: TWP Balancing Services Agreement

Action Requested
Consider adoption of a resolution approving a proposed Balancing Services Agreement between Turlock Irrigation District and Avangrid Renewables.

Discussion
The Tuolumne Wind Project (TWP) was built, and currently is interconnected to, the Bonneville Power Authority (BPA) Balancing Area. As such, since going commercial in 2009, the integration of TWP output has been provided by BPA. BPA charges a rate for this service, the Variable Energy Resource Balancing Service (VERBS). The VERBS rates are set every 2 years as part of the BPA general rate case, and rates can swing based on the availability of balancing resources at BPA’s disposal and as commercially available.

In 2018, Avangrid Renewables formed its own Balancing Area, and approached TID about providing balancing services to TWP as an alternative to BPA. Avangrid can provide balancing services to TWP at much more favorable terms than TID currently has with BPA. The proposed service agreement has a term of 5 years and a projected 25% savings over the term. TWP would also not be exposed to BPA’s Operating Controls for Balancing Reserves (OCBR) protocol, which allows BPA to limit TWP generation during times of high wind and high flows on the Columbia River, which can be as high as 4% of TWP annual generation.

Recommendation
It is recommended that the Board of Directors adopt the Resolution approving the proposed Balancing Services Agreement between Turlock Irrigation District and Avangrid Renewables.
RESOLUTION NO. 2019 -  
RESOLUTION APPROVING A PROPOSED BALANCING SERVICE AGREEMENT BETWEEN TURLOCK IRRIGATION DISTRICT AND AVANGRID RENEWABLES

WHEREAS, Turlock Irrigation District (TID) owns the Tuolumne Wind Project (TWP), located in Klickitat county, in the state of Washington; and

WHEREAS, TWP is interconnected to the Bonneville Power Authority (BPA) balancing area; and

WHEREAS, BPA provides balancing services for TWP that are subject to change every two years; and

WHEREAS, Avangrid Renewables can provide balancing services to TWP at a lower cost and longer term, while eliminating curtailment risk; and

WHEREAS, it would be beneficial for TID to enter into an agreement with Avangrid Renewables to provide balancing services for TWP.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Turlock Irrigation District that the Balancing Services Agreement between Turlock Irrigation District and Avangrid Renewables, is hereby approved and the Assistant General Manager – Power Supply is authorized and directed to execute.

Moved by Director , seconded by Director , that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes: Directors
Noes: Directors
Absent: Directors

The President declared the resolution .

I, Tami Wallenburg, Executive Secretary to the Board of Directors of the TURLOCK IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 24th day of September, 2019.

__________________________
Executive Secretary to the Board of Directors of the Turlock Irrigation District
BALANCING SERVICES AGREEMENT

BETWEEN

AVANGRID RENEWABLES, LLC

AND

TURLOCK IRRIGATION DISTRICT

DATED

AS OF SEPTEMBER 24, 2019
# TABLE OF CONTENTS

**Article 1**  
**DEFINITIONS AND INTERPRETATIONS** .............................................. 6  
1.1 Defined Terms ....................................................................................................... 6  
1.2 Rules of Interpretation ........................................................................................... 9  

**Article 2**  
**PRODUCT, TERM AND TERMINATION** .............................................. 10  
2.1 Product ................................................................................................................. 10  
2.2 Condition Precedent; Term .................................................................................. 10  
2.3 Seller Termination Rights .................................................................................... 10  
2.4 Buyer Termination Rights.................................................................................... 11  

**Article 3**  
**PRICING OF SERVICES** ........................................................................... 11  
3.1 Fee ....................................................................................................................... 11  
3.2 Operating Reserve Charge ................................................................................... 11  
3.3 Imbalance Charge ................................................................................................ 12  
3.4 RC Charge............................................................................................................ 12  
3.5 Fines..................................................................................................................... 12  

**Article 4**  
**SERVICES** .................................................................................................... 13  
4.1 Wind Integration Services...................................................................................... 13  
4.2 Forecasting Service .............................................................................................. 13  
4.3 QRE Service......................................................................................................... 13  
4.4 Adherence to Schedules ....................................................................................... 13  
4.5 Environmental Attributes..................................................................................... 13  
4.6 Carbon Reporting................................................................................................... 14  
4.7 Schedule Curtailment............................................................................................ 14  
4.8 Wind Limitations ................................................................................................. 14  
4.9 Operation of Project ............................................................................................. 15  
4.10 Other BPA Charges.............................................................................................. 15  
4.11 Cap on Liability ................................................................................................... 15  
4.12 Seller’s Obligation to Provide Information.......................................................... 16  

**Section 5**  
**BUYER’S RIGHTS AND RESPONSIBILITIES** ............................................ 16  
5.1 Buyer’s Responsibilities ....................................................................................... 16
5.2 NERC Compliance

5.3 Buyer’s Representatives

Article 6
OBLIGATIONS OF SELLER AND STANDARDS OF PERFORMANCE

6.1 Services Generally

6.2 Standards of Performance of Obligations

6.3 Exceptions

6.4 Testing

6.5 Cessation of Generation

6.6 Transition Period

6.7 NERC Compliance

Article 7
FINANCIAL PENALTY FOR NON PERFORMANCE

7.1 Forecast Adherence

7.2 Outage Notification

7.3 Non Responsiveness to Physical Limitation

7.4 Forced Outage Penalty

7.5 Communication Delays or Errors by Seller

Section 8
DISPUTE RESOLUTION

8.1 Dispute Resolution

8.2 Venue

Section 9
FORCE MAJEURE

9.1 Procedure for Calling Force Majeure

9.2 Performance Suspended

Article 10
BILLING AND PAYMENT

10.1 Billing, Payment

Article 11
REPRESENTATIONS AND WARRENTIES

11.1 Seller Representations and Warranties

11.2 Buyer Representations and Warranties

Article 12
MISCELLANEOUS

12.1 Change in Market Rules

12.2 Interpretation in Accordance with Regulatory Orders

12.3 Warranty and Representation

12.4 Governing Law; Venue
12.5 Severability...........................................................................................................26
12.6 Miscellaneous......................................................................................................26
12.7 Further Assurances.............................................................................................27
12.8 Counterpart; Signatures......................................................................................27
12.9 Taxes.....................................................................................................................27

EXHIBITS

EXHIBIT A BA OPERATIONAL LIMITATION ASSUMPTIONS
EXHIBIT B BALANCING AUTHORITY FIRM EXPORT SCHEDULE CURTAILMENT
EXHIBIT C FINANCIAL PENALTY EXAMPLES
BALANCING SERVICES AGREEMENT

This BALANCING SERVICES AGREEMENT (this “Agreement”), entered into as of the 24th day of September, 2019, by and between Turlock Irrigation District, a California Municipal (“Buyer”) and AVANGRID RENEWABLES, LLC, an Oregon corporation (“Seller”). Buyer and Seller are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party”.

Preliminary Statement

i. Whereas Seller is in the business of operating a Balancing Authority and providing Services (“Seller’s Balancing Authority Area”);

ii. Whereas Buyer owns Tuolumne Wind Project, which is a 136.6 MW Wind Farm located in Klickitat County (“the Project”);

iii. Whereas the Project is interconnected with the Bonneville Power Administration transmission system (“BPA”);

iv. Whereas the Project is electrically connected to the high side of the Rock Creek Substation, which is operated by Klickitat Public Utility District (“KPUD”);

v. Whereas in order to facilitate the integration of the Project into Seller’s Balancing Authority Area, Buyer is contracting with Seller to provide Wind Integration Services; and

vi. Whereas Buyer and Seller wish to establish the terms and conditions that shall govern the provision of Wind Integration Services by Seller to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:
ARTICLE I
DEFINITIONS AND INTERPRETATION

1.1 Defined Terms.

“Area Control Error” means the instantaneous difference between a Balancing Authority’s net actual and scheduled interchange, taking into account the effects of Frequency Bias, correction for meter error, and Automatic Time Error Correction (ATEC), if operating in the ATEC mode.

“Annual Fee” means the Base Monthly Fee times twelve.

“BA” or “Balancing Authority” means Seller who integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area and supports interconnection frequency in real-time.

“BAA” or “Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority.

“Base Monthly Fee” means One hundred and twenty-five thousand dollars ($125,000) per month commencing on the Commencement Date, and increased 1% each year.

“BA Operation Limitations” means the limiting of generation from resources in the Seller’s Portfolio, as described in Section 4.8 to the extent determined by Seller necessary to satisfy applicable Reliability Standards under BA operations.

“Dispatch Instruction” means a set-point value corresponding to the Project’s Limitation Amount together with a “set-point-sent” acknowledgement flag delivered to the Project’s device to comply with Reliability Standards applicable to the Seller’s Portfolio via Seller SCADA/EMS. All Dispatch Instructions shall be delivered to Buyer and the Project as soon as commercially reasonable.

“EMS” means energy management system.

“External Reliability Order” means a transmission curtailment, similar directive, operating instruction, or other order issued by the Bonneville Power Administration or other Reliability Entity (“RE”) or Transmission Provider (“TP”) with respect to the Project that
requires the Project to physically limit output or Firm Export Schedule Curtailment as described in Section 4.9 below.

“FERC” means the Federal Energy Regulatory Commission.

"Force Majeure" means with respect to the Affected Party any natural phenomena or other event or combination of events that are not within the control of the Affected Party (and by the exercise of due diligence and care the Affected Party could not have avoided), and the occurrence of which the Affected Party has not caused, which event(s) materially impede the Affected Party from performing its obligations under this Agreement, which events shall include, but not be limited to, the following:

(a) acts of a public enemy, war or threat of war (declared or undeclared) occurring in or involving the United States, revolution, riot, rebellion, insurrection, military or usurped power, state of siege, declaration of a state of emergency or martial law (or events or circumstances that will or may result in the declaration of a state of emergency or martial law), civil unrest, act of terrorism, vandalism or sabotage (in each case occurring in or involving the United States), embargo or blockade;

(b) politically motivated or otherwise widespread strikes, suspensions, interruptions, work slow-downs or other labor disruptions;

(c) explosions, chemical or radioactive contamination or radiation;

(d) any exercise of sovereign or executive prerogative or similar action by a governmental authority, such as exercise of eminent domain;

(e) any restraint or action or inaction of a governmental authority that has the effect of curtailing or otherwise materially restraining the output of the Buyer’s Generating Facility; or

(f) epidemics, explosions, meteorites, fire, lightning, hurricane, earthquake, tsunami, cyclone, whirlwind, hurricane, storm, drought, flood, snow, ice, or other unusual or extreme adverse weather or environmental condition or action of the elements;

PROVIDED THAT Force Majeure shall not include (i) a failure of performance of any Third Party except to the extent that such failure was caused by an event that would otherwise satisfy the definition of a Force Majeure event as defined above (ii) lack of a market or unfavorable market conditions for fuel or Power, (iii) economic hardship, or (iv) failure of a Party to timely apply for, obtain or maintain Permits.

“Generation Limitation” means a Seller ordered reduction in the output of the Buyer’s generator(s), pursuant to Section 4.9.

"Good Industry Practice" means any of the practices, methods, techniques and standards that, at the time of performance of Seller’s obligations under this Agreement, are consistent and comply with all of the following requirements: (i) are not less prudent than those commonly used by Persons performing similar tasks or services for wind-generation facilities in the Western
Interconnection that are similar to the Buyer’s Generating Facility, or in the case of Buyer, are commonly observed by Persons owning wind-generation facilities in the Western Interconnection similar to the Buyer’s Generating Facility, and in each case which, in the exercise of commercially reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result, and (ii) are in compliance with all applicable Reliability Standards and applicable law, and (iii) are provided or performed by personnel of Seller who are qualified and fully trained for their respective positions. Good Industry Practice is not intended to be limited to the highest practice to the exclusion of all others, but rather to be the optimal practice then generally accepted, but in all events complying with contractual obligations, requirements of Governmental Authorities, operating rules or procedures of transmission operators, and reliability councils.

“HVV” means the hourly variability value. The formula to derive the HVV is detailed in Section 3.3.

“Insolvency Event” means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

“MVV” means the monthly variability value. The formula to derive the MVV is detailed in Section 3.3.

“MW” means megawatt.

“MWh” means megawatt hour.

“NERC” means the North American Electric Reliability Corporation.

“Operating Reserves Charge” is defined in Section 3.2 of this Agreement.

“Operating Agreement” and “Operating Procedures” each mean the document that details all protocols associated with the operation of this Agreement. This document can only be changed upon mutual agreement of both parties.

“Permits” means permits and other legal authorizations.

“PLC” means programmable logic controller.

“Project’s Expected Annual Generation” is set in Exhibit A.

“Project’s Limitation Amount” means the quantity of electric energy, expressed in MWh, that would have been produced by an asset and made available at the metered output delivery point during a relevant measurement period but for Limitation Event.
(a) Project’s Limitation Amount shall be determined by taking into account:

(i) during such period, the actual ten (10) minute (or more frequent) wind speeds (interpolated over time intervals, if necessary) measured by wind monitoring equipment located on each turbine that was available for operation immediately prior to the commencement of the period in question, or, if such monitoring equipment is unavailable during a relevant interval, then using other available data or interpolated data determined using Good Industry Practices;

(ii) during such period, the actual ten (10) minute (or more frequent) ambient air temperature and barometric (interpolated over time intervals, if necessary) measured by instrumentation on meteorological towers located at the site;

(iii) the power curve calculated by both parties using historical data for the Project compiled by Buyer, as applied to the meteorological data referred to in clauses (a) and (b); and

(iv) the number of turbines available for operation but for Limitation Event.

(b) Calculations of Project’s Limitation Amount using turbine level data may be performed using proprietary methods and algorithms within Seller’s wind portfolio control system, provided that such methods are consistent with (a) through (d) above and Good Industry Practices and that the results of applying such propriety methods and algorithms during non-curtailed periods reasonably correlate to the Seller’s Portfolio output during such periods, and such propriety methods and algorithms are consistently applied in a non-discriminatory manner with respect to the Project vis-a-vis other asset in the Seller’s Portfolio.

(c) Adjustments shall be made such that Project’s Limitation Amount is reasonably unbiased compared to generation measured in real-time at the Project substation for the 1 hour periods directly before and after the curtailed period (comparison periods). The adjustment shall consist of a single factor that is applied to each calculation interval within the Limitation Event and comparison periods. The calculated Project’s Limitation Amount for each calculation interval shall be multiplied by the adjustment factor such that the result is reasonably unbiased compared to actual output during the comparison periods. Any Limitation Event during the comparison periods shall be ignored for the purposes of the adjustment and the comparison periods shall be extended such that 1 hour of non-curtailed comparison data is used before and after the curtailed period. The comparison periods shall be extended as necessary to assure reasonable accuracy of the Project’s Limitation Amount.

“Project’s Opportunity Cost” is set in Exhibit A.

“QRE” means a WREGIS defined Qualified Reporting Entity

“Reliability Standards” means a requirement, approved by the United States Federal Energy Regulatory Commission under Section 215 of the Federal Power Act, or approved or recognized by an applicable governmental authority in other jurisdictions, to provide for Reliable Operation of the BulkPower System. The term includes requirements for the operation of existing Bulk-Power System facilities, including cybersecurity protection, and the design of
planned additions or modifications to such facilities to the extent necessary to provide for Reliable Operation of the Bulk-Power System, but the term does not include any requirement to enlarge such facilities or to construct new transmission capacity or generation capacity.

“SCADA” means supervisory control and data acquisition.

“Seller’s Balancing Authority Area” means the Balancing Authority Area operated by the Seller.

“Seller’s MBR Tariff” means the Avangrid Renewables Market Based Rate Tariff filed with FERC under Docket ER16-01250-000 411 as amended from time to time.

“Seller’s Portfolio” means any intermittent resource within the Balancing Authority or dynamically transferred into the Balancing Authority. “Term” is defined in Section 2.2.

“Wind Integration Service” means the incorporation of Buyer’s Project into Seller’s Balancing Authority Area such that the Schedule and the output from the Project will be included in the Seller’s Balancing Authority Area Control Error. This service includes the dispatch services, forecasting services, ancillary services which are inclusive of regulation and primary frequency response reserves, operating reserve spinning, operating reserve supplemental, generation imbalance, and other related services as authorized through the Seller’s MBR Tariff. This service does not include station service.

“WREGIS” means the Western Renewable Energy Generation Information System, or its successor.

1.2 Rules of Interpretation. In this Agreement, except as expressly stated otherwise or unless the context otherwise requires: (a) “Hereof,” “herein,” and similar words refer to this Agreement as a whole; (b) “including” means “including without limitation”; (c) “or” is not necessarily exclusive; and (d) any rule of construction resolving ambiguities against the drafter shall not be used. The Parties have jointly prepared this Agreement, and no term hereof shall be construed against a Party on the ground that the Party is the author of that provision. If there is a conflict between an example and the text hereof, the text shall control.

**ARTICLE II**

**PRODUCT, TERM, AND TERMINATION**

2.1 Product. Seller will sell and provide, and Buyer hereby grants Seller the authority to perform and provide, and Buyer hereby purchases, Wind Integration Services and as set forth and further defined in Article IV for the Project (collectively, the “Product”).

2.2 Conditions Precedent; Term. This Agreement shall not be effective between the Parties, and no Party shall have any obligations or rights under this Agreement until the following conditions have been met:

(a) All requirements in the Operating Agreement have been met;
(b) Seller has received all FERC approvals as Seller determines necessary or appropriate;

(c) Project is moved into the Avangrid Balancing Authority Area; and

(d) Seller and Buyer have received all BPA approvals.

Once these conditions precedent have been accomplished Seller will provide written notice to Buyer of commencement (“Commencement Date”). Unless terminated earlier in accordance with its terms, this Agreement shall continue from the Commencement Date until the later of the 5th Anniversary from Commencement Date or December 31, 2024 (“Term”).

2.3 Seller Termination Rights. Seller may terminate this Agreement before the end of the Term by written notice:

(a) upon the termination of the Balancing Authority;

(b) if Buyer fails to use Seller derived forecast as per section 4.4 in excess of five (5) occurrences in a calendar year in which Seller has provided notice to Buyer;

(c) if Buyer fails to provide proper Outage Notification in accordance with 7.2 in excess of two (2) occurrences in a calendar year;

(d) if Buyer fails to respond to Dispatch Instructions from the Seller’s National Control Center in accordance with the provisions of the Operating Agreement within five (5) minutes in excess of five (5) occurrences in a calendar year;

(e) if a payment default arising under this Agreement, in respect of an undisputed payment obligation by Buyer that is not cured within five (5) Business Days after Buyer has received written notice from Seller of such default;

(f) if an Insolvency Event occurs in respect of Buyer; or

(g) if Buyer fails to perform any of its material obligations (other than a payment default covered by (e) above) under this Agreement.

The written notice of termination shall set forth the date upon which the termination shall become effective, which shall be a date no later than one hundred and eighty (180) days after the written notice of termination and Buyer will be obligated to pay immediately to Seller a termination fee equal to three times the Base Monthly Fee (“Termination Fee”). If the reason for termination is the sole result of Section 2.3(a), Buyer will not be obligated to pay the Termination Fee and neither Party will not be obligated to pay any of the other Party’s costs associated with the Project moving out of the Seller’s Balancing Authority.

2.4 Buyer’s Termination Rights. Buyer may terminate this Agreement before the end of the Term for any reason by providing Seller one hundred and eighty (180) days’ advance written
notice. If Seller suffers an Insolvency Event, Buyer may terminate this Agreement before the end of the Term by providing Seller sixty (60) days’ advance written notice. In the event of a Buyer termination for any other reason, or in the event of a termination on account of an Event of Default by Buyer, Buyer will be obligated to pay immediately to Seller a termination fee equal to three times the Base Monthly Fee, as well as any other amounts due and payable to Seller pursuant to the terms hereof (including without limitation amounts due under Section 4.11 and Article VII for the period preceding the effectiveness of termination). Buyer may invoke a costless termination if Buyer’s termination is due to Seller’s Insolvency Event, or it is determined that the cost to transfer the Tuolumne Wind Project in to the Avangrid Balancing Authority exceeds $300,000.

ARTICLE III
PRICING OF SERVICES

3.1 Fee. Commencing with the month after the Commencement Date, Buyer shall pay to Seller the Base Monthly Fee (pro-rated for any partial months) for the product and services performed in accordance with the terms of this Agreement.

3.2 Operating Reserves Charge. For so long as the Project is in the Seller’s Balancing Authority Area, Buyer shall pay Seller a charge for generator operating reserves which shall be calculated by multiplying the then-current BPA tariff rate (as of the Effective Date the charge is $0.329/MWh as of the BP-18 rate case, as rounded to three decimal places, and will be adjusted as necessary based on the BP-20 and each successive rate case) by the monthly volume of Managed Energy. The calculation and payment for generator operating reserves will occur monthly.

An example calculation of the operating reserve charge amount owed by Buyer is shown below:

\[
\text{[(BP-18 Operating Reserve-Spinning Reserve Service}^{[1]} \times (\text{BP-18 Operating Reserve-Spinning Reserve Billing Factor}^{[2]}) + (\text{Operating Reserve-Supplemental Reserve Service}^{[3]} \times (\text{Operating Reserve-Supplemental Reserve Billing Factor}^{[4]})) \times \text{scheduled energy}

= [($11.98/\text{MWh} \times 1.5\%) + ($9.92/\text{MWh} \times 1.5\%)] \times \text{scheduled energy}
\]

\[^{[1]}\text{BONNEVILLE POWER ADMIN., 2018 TRANSMISSION, ANCILLARY, AND CONTROL AREA SERVICE RATE SCHEDULE AND GENERAL RATE SCHEDULE PROVISIONS AT P. 54 (OCT. 2017).}\]

\[^{[2]}\text{BONNEVILLE POWER ADMIN., BILLING FACTORS FOR OPERATING RESERVES AT P. 1 (MAR. 2018).}\]

\[^{[3]}\text{BONNEVILLE POWER ADMIN., 2018 TRANSMISSION, ANCILLARY, AND CONTROL AREA SERVICE RATE SCHEDULE AND GENERAL RATE SCHEDULE PROVISIONS AT P. 55 (OCT. 2017).}\]

\[^{[4]}\text{BONNEVILLE POWER ADMIN., BILLING FACTORS FOR OPERATING RESERVES AT P. 1 (MAR. 2018).}\]
= $0.329/MWh (rounded) x scheduled energy.

3.3 **Imbalance Service.** The Parties recognize that generation from the Project will, despite the Parties’ efforts to prepare and submit accurate schedules, vary from those schedules. Seller will calculate for each hour of the applicable month the net volumetric variance as the difference between (a) the aggregate generation for the Project and (b) the aggregate schedule for that hour. Seller will multiply the net volumetric variance for that hour by the Powerdex Mid-C average price for the hour to determine the HVV, which is the hourly aggregate imbalance dollar value, for the hour. Seller will then aggregate the HVVs for each hour of the month to determine the MVV, which is the monthly aggregate imbalance dollar value. Seller will include the MVV in its monthly invoice to Buyer. If the MVV is negative, then the absolute value of the MVV will be added to the amount that Buyer owes Seller for the month with respect to the Project. If the MVV is positive, then the value of MVV will be subtracted from the amount Buyer owes Seller for the month with respect to the Project. If for any reason the Powerdex Mid-C hourly index ceases to be published, then the Parties shall agree on a commercially-reasonable substitute index.

3.4 **RC Charge.** Buyer shall be responsible for the RC Charge if applicable. This charge will be a direct pass through from the Seller’s Reliability Coordinator. Currently this is described in the Settlements & Billing Configuration Guide: RC Services Charge CC5701 Version 5.0.

3.5 **Fines.** Buyer shall be responsible for all fines, penalties, or legal costs incurred for noncompliance by, its owners, its agents, employees, contractors or subcontractors (exclusive of Seller), with respect to any provision hereof, any agreement, commitment, obligation or liability incurred in connection with this Agreement or the Project or applicable law. Each Party (the first Party) shall indemnify and hold harmless the other Party (the second Party) against any and all such fines, penalties, or legal costs and any other Losses that are a direct or indirect result of the first Party’s actions or omissions in violation of this Agreement or applicable law except to the extent any such violation resulted from or was in connection with the gross negligence, fraud, or willful misconduct of the second Party. Except as provided in this Section 3.5 and Article VII, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR ANTICIPATED REVENUES, COST OF CAPITAL, INCREASED OPERATING COSTS OR ANY OTHER SPECIAL OR INCIDENTAL DAMAGES, OR punitive OR EXEMPLARY DAMAGES.

ARTICLE IV
SERVICES

4.1 **Wind Integration Services.** Seller shall incorporate Buyer’s Project into Seller’s Balancing Authority Area such that the Schedule and the output from the Project will be included in Seller’s Balancing Authority Area Control Error. During the term of this Agreement, Seller shall provide Forecasting, QRE and Imbalance Services as described in Section 3.3.

4.2 **Forecasting Service.** At all times during the term of this Agreement, Seller will provide a day ahead and hour ahead forecast for the Project and Buyer will be required to schedule
energy from the Project based on such forecast as further provided in Section 4.4. Seller shall provide the day ahead forecast by 6:00 AM on the preschedule day and shall be updated with an hour ahead four hour forecast by T-60.

4.3 QRE Services. Seller will serve as a QRE for the Project so long as the Project is located within the Seller’s BA, meets the definition of Renewable, as defined in section 2 of the WREGIS operating rules, and meets all applicable WREGIS requirements. Buyer hereby grants to Seller sole and exclusive permission and authority to report data and output to WREGIS and warrants and represents that neither Buyer nor any other person or entity acting on behalf of Buyer has granted, or will hereafter grant during the term hereof any similar data reporting authority or permission to any other QRE or WREGIS Account Holder or to any other Party or Agent for use in WREGIS, or any other energy tracking system, for the Project. As a precondition for Seller to be able to perform hereunder, Buyer shall submit Buyer’s Output data to Seller by allowing Seller to collect such data, at the Points of Metering, and report such data in the manner set forth herein. Buyer shall take all steps necessary to select Seller as QRE for the Facility in the WREGIS system.

4.4 Adherence to Forecast. Buyer will be bound by Seller’s hour ahead forecast unless it chooses to schedule a volume lower than forecast due to economic reasons. Buyer must inform Seller in writing by T-45 minutes of its revised schedule. Seller will then put an operational limit on the Project for that hour equal to the revised schedule. Seller reserves the right to INC the Project above the operational limit for BA reliability purposes only. Under such circumstances Buyer will not be subject to any imbalance charges for that hour. If for any other reason Buyer or any other Party acting on behalf of Buyer changes or refuses to accept any forecast properly provided by Seller or fails to properly execute E-tagging responsibilities for all forecasted volumes, Buyer will bear all risk and liability associated with such change(s) and is subject to termination as provided for in Section 2.3.

4.5 No Sales of Energy. Except as provided in Section 3.3 with respect to settlement of net variances of energy, nothing in this Agreement is intended to nor shall be interpreted as making any sales of energy, capacity, or environmental attributes from the Project to Seller, nor from Seller’s Portfolio to Buyer, nor as amending or supplanting any contract for the sale of energy or capacity from the Project or from all or any portion of Seller’s Portfolio.

4.6 Carbon Reporting. Buyer will continue to receive source meter data and generation meter data from BPA. Seller will assist Buyer with receiving this data through the Transition Period. If BPA fails to provide the information, then Seller will work with Buyer to provide such information in support of Carbon Reporting. The Buyer recognizes that all carbon reporting obligations are its responsibility.

4.7 Schedule Curtailments. There are three categories of schedule curtailments that will affect the Project:

(a) BA Reliability Curtailments. To maintain the reliability of the BA and meet NERC requirements, Seller may, at its sole discretion, curtail Export Schedules from the Project. Seller will curtail Export Schedules pro rata in accordance with Exhibit B.
(b) **Performance Failure Reliability Curtailments.** In the event of a failure by Buyer to perform under Section 4.4, 5.1(k) or 5.1(l), Seller may, at its sole discretion, curtail the Project Export Schedules before curtailing other Export Schedules in order to maintain the reliability of the BA.

(c) **TP Directed Curtailments.** These will be physical and can be implemented in the following ways:

(i) Transmission tag cuts, requiring generation to be limited to curtailed tag value;

(ii) TP transmission curtailment notification to the Project for future transmission outages (hour ahead or longer), requiring the Project generation to be limited to the transmission available;

(iii) Inter-Control Center Communications Protocol (ICCP) from TP to Seller where BPA provides an active curtailment flag that limits the Project to their current energy schedule.

4.8 **Wind Limitations.** Buyer may experience a Limitation Event or a BA Operational Limitation as described below.

(a) **BA Operational Limitations.** To maintain the reliability of the BA, Seller may, at their sole discretion, limit energy production from the Project. Seller will limit production based on a fixed amount as detailed below. Any limits above this fixed amount shall result in a penalty price paid to Buyer.

(i) **Physical Limitations.** Seller can limit the Project on a physical basis to comply with applicable Reliability Standards. Seller may limit the Project up to 2.5% of Project's Expected Annual Generation in any given year. Over a 2-year average, Seller is allowed to limit 1.5% of Project's Expected 2-year rolling average. Both assumptions and examples of this section are included in Exhibit A.

(ii) **Financial Limitations.** To the extent the Project physical limitations exceed 2.5% of Project's Expected Annual Generation or 1.5% of the Project's Expected 2-year rolling average; Seller will be obligated to pay Project's Opportunity Cost multiplied by all volumes in excess of allowable physical limitations.

(b) “**Limitation Event**” means an event that limits the output of generation from resources in the Seller’s Portfolio due to Performance Failure Reliability Curtailments or an External Reliability Order. These limitations will not be included in the limitation calculations described in 4.8.
(i) Performance Failure Limitations. In the event of a failure by Buyer to perform under Section 4.4, 5.1(k) or 5.1(l), Seller may at their sole discretion issue a Generation Limitation for the Project before issuing a Generation Limitation for other resources in order to maintain the reliability of the BA.

(ii) External Reliability Limit. A limit in the output of generation due to an External Reliability Order.

4.9 Operation of Project. Buyer shall cause the Project to comply with a Dispatch Instruction or BPA Order with respect to Generation Limitations in accordance with the provisions of the Operating Agreement.

Buyer will facilitate discussions between Seller and the Project to maintain Project data quality. Buyer will negotiate and enforce a regular met-tower maintenance schedule with the Project. In addition, Buyer will use commercially reasonable efforts to ensure that when met-tower instrumentation or communications fail they are restored in a timely manner. Failure to do so may result in the termination of this agreement as provided for Section 2.3. Buyer will be responsible for any Seller imbalance costs caused by inaccurate Project generation availability reports and for failing to provide notice of unscheduled outages to the extent required under this Agreement per Article V.

4.10 Other BPA Charges. Buyer will be responsible for all interconnection, electric losses, transmission and ancillary service charges, fees, arrangements and costs relating to the Project, including any such amounts incurred if BPA discontinues any service or imposes new classes of charges.

4.11 Cap On Liability.
(a) Notwithstanding anything to the contrary herein, except as provided in Section 3.5, in no event shall the maximum aggregate liability of a Party for any and all breach or breaches hereof through the Term or other performance under this Agreement exceed the Annual Fee.

(b) In no event will Seller be subject to payment of Termination Fee (other than final settlement of any amounts due to Buyer from Seller for the periods prior to the termination date described in this paragraph) to Buyer as a result of early termination or default under this Agreement.

4.12 Seller’s Obligation to Provide Information. Seller on a best efforts basis will communicate with the Buyer prior to any hour or, if Seller is not able to do so prior to the hour, then during any hour in which it deems schedules to be at risk of a tag cut. The information around such communication is detailed in the Operating Procedures.

ARTICLE V
BUYER’S RIGHTS AND RESPONSIBILITIES

5.1 Buyer’s Responsibilities. Buyer shall have the duty and responsibility to:
(a) Adhere to a set of operating procedures with the BA as outlined in the Operating Agreement.

(b) Maintain all necessary Power Transmission Agreements and Transmission Interconnection Agreements in good standing;

(c) Use commercially reasonable efforts to cause the Project to undertake routine met-tower maintenance occurring no less frequently than biennially such that instruments will be replaced or recalibrated according to standard practices. In the interim, between routine maintenance, should there be data quality issues the parties will expend commercially reasonable efforts to resolve any issues in a timely manner between and among the counterparties. Buyer will use commercially reasonable efforts to cause the Project to provide a summary of met-tower maintenance visits which shall describe action taken and any issues discovered that calls into question the quality of collected data. The proceeding summary shall also be provided for the last tower maintenance visit prior to this contract being executed. The date of this visit will be used to calculate the next required maintenance date;

(d) Contract for, purchase, install and maintain any and all infrastructure and software necessary for the performance of the Wind Integration Services and the execution of the arrangements described in this Agreement as required by Seller and set forth in the Operating Agreement. Such infrastructure shall include, but is not limited to, the metering and telemetry generally necessary for Seller to provide the Wind Integration Services. Buyer will bear the total actual cost to provide Seller with the infrastructure necessary for Seller to perform the Wind Integration Services required under this Agreement. The infrastructure will be installed in a manner approved by both Buyer and Seller but at a minimum must, in both parties reasonable opinion, be consistent with all NERC, Regional Entity, Reliability Coordinator or Governmental Authorities’ requirements such that Seller can perform the Wind Integration Services in a manner consistent with all applicable requirements, policies, rules or procedures. Additionally, Buyer will provide Seller with electronic, physical or other access, including any required “digital certificates”, to such infrastructure, and/or the facilities necessary for Seller to perform under this Agreement. To the extent that the infrastructure needs to be updated from time to time either for operational reasons or in order for Seller, in Seller's opinion, to comply with the requirements of applicable laws and regulations, Seller may require that Buyer provide updates to the infrastructure to the extent required to conform with applicable law or otherwise.

(e) Provide Seller with access to an information technology system, including an electronic mail system;

(f) Operate and maintain the Buyer’s Project in accordance with Good Industry Practices and at Buyers’ sole cost and expense;
(g) Ensure that Buyer’s Project at all times complies with the requirements for generation resources as required by NERC, the Regional Entity, the Reliability Coordinator, and any governmental authority;

(h) Promptly advise Seller of any change in status with respect to the operation, design, development or other matters that may affect the status of the Buyer’s Project or Seller’s role as the provider of Wind Integration Services for the Buyer’s Project;

(i) Ensure that the Buyer’s Project at all times complies with the applicable NERC, Regional Entity, and Reliability Coordinator requirements pertaining to the Generator Owner registration function and file all reports as may be required in furtherance of such obligations and provide Seller such documentation as Seller requests as necessary for Seller to demonstrate to NERC, Regional Entity, or Reliability Coordinator compliance with their requirements;

(j) Execute all agreements or other documentation reasonably necessary for Seller to perform the Wind Integration Services;

(k) Provide availability information regarding the availability of Buyer’s Generating Facility on a rolling 168-hour basis in addition to real time updates, as defined in the Operating Procedures;

(l) Provide real-time meter data feeds from the Buyer’s Project (4 second) meter as well as a ten-minute data feed from the Buyer’s Project meteorological infrastructure including met towers and turbine met towers; and

Comply with Seller’s curtailment and limitation instructions as per section 4.7 and 4.8.

5.2 NERC Compliance. Nothing contained in this Agreement shall be construed to require Buyer to take actions that will compromise the ability of the Buyer to remain compliant with applicable NERC, regional entity, or Reliability Coordinator policies and procedures.

5.3 Buyer’s Representatives. Buyer shall designate in writing at least one (1) Buyer’s Representative. Buyer’s Representative(s) shall be authorized and empowered to act for and on behalf of Buyer as to all obligations of Buyer hereunder. Buyer may change Buyer’s Representatives from time-to-time with prior notice to Seller. Seller shall be entitled to rely upon, and Buyer shall be bound by, the written communications, directions, requests and decisions made by Buyer’s Representatives with regard to this Agreement.

ARTICLE VI
OBLIGATIONS OF SELLER AND STANDARDS OF PERFORMANCE

6.1 Services Generally. In performing the Services during the Term, Seller shall:
(a) Comply with any applicable Reliability Standards or any other applicable
directives or requirements issued by NERC, the regional entity, or the Reliability
Coordinator that relate to the performance of the Services as a Balancing Authority; and

(b) Perform the set-up activities described on Schedule 5.1(d).

6.2 Standard of Performance of Obligations. Seller shall perform the Services in a
good, workmanlike and commercially reasonable manner and in accordance with, and in
compliance with Good Industry Practice. NOTWITHSTANDING ANYTHING TO THE
CONTRARY CONTAINED IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT
WITH RESPECT TO THE WIND INTEGRATION SERVICES PROVIDED UNDER THIS
AGREEMENT SHALL REQUIRE SELLER TO PROVIDE A STANDARD OF CARE
BEYOND THAT SET FORTH IN THIS AGREEMENT.

6.3 Exceptions. Notwithstanding anything to the contrary contained in this
Agreement, Seller shall not be obligated to take any action hereunder which would in Seller’s
sole and exclusive judgment:

(a) Exceed the scope of the Wind Integration Services;

(b) Violate any provision of applicable law;

(c) Require Seller to obtain any permits or approvals of any governmental authority
beyond those held by Seller on the Effective Date; or

(d) Subject Seller to any regulation, regulatory obligation, regulatory audit or
investigation as a Generator Owner, Generator Operator, or other similar classification
having the same effect, for purposes of NERC obligations and requirements or under
applicable Reliability Standards.

6.4 Testing. Seller reserves the right to require Buyer to schedule tests of Buyer’s
Project and the infrastructure described in the Operating Agreement. Within one (1) Business
Day of Seller's receipt, Seller shall provide a copy to Buyer of any notice received from any
applicable governmental authority related to the Buyer’s Project that deals with test
requirements or results.

6.5 Cessation of Generation. The Parties acknowledge that from time to time, NERC,
NERC registered entities or Governmental Authorities may issue directives affecting or
requiring the specific operation of the Buyer’s Project. Where any such directives are issued
requiring changes in the operation of the Buyer’s Project, Seller shall instruct Buyer to
generate or provide Power, or to cease generating or providing Power as mandated by such
directives. The instructions will be given to the Buyer following receipt of any operational
directives by Seller. Buyer shall cause the Buyer’s Project to promptly follow the
instructions, consistent with the Design Limits. Where there exists a planned outage, forced
outage, event of Force Majeure or any other event affecting the operations of the Buyer’s
Project, Buyer shall notify Seller as soon as Buyer becomes aware of the event and Buyer
shall provide Seller with all necessary and available information concerning the associated
reduction in the Buyer’s Project output, reductions or fluctuations in the availability of Power
from the Buyer’s Project, and any other anticipated effects of the event affecting the
performance of the Buyer’s Project.

6.6 Transition Period. Between the Contract Execution Date and the Effective Date,
Seller shall provide reasonable assistance to Buyer relating to the transition of the services
currently being provided to Buyer for Buyer’s Project to Seller including (a) providing
reasonable levels of support to Buyer’s Project technicians/contractors during the
specification, design, purchase, installation and commissioning of applicable data and
communications equipment; and (b) performing training of all Seller personnel covering all
pertinent aspects of Seller’s Balancing Authority procedures.

6.7 NERC Compliance. Nothing contained in this Agreement shall be construed to
require Seller to take on responsibility under the Reliability Standards or any NERC
directives, policies or procedures for any obligations typically reserved to or the
responsibility of Buyer or any generation owner or generation operator. Nothing contained
in this Agreement shall be construed to make Seller a “generation owner”, “generator
operator”, or any similar entity for purposes of compliance with the Reliability Standards, or
for any other purpose.

ARTICLE VII
FINANCIAL PENALTY FOR NON-PERFORMANCE

7.1 Forecast Adherence. To the extent Buyer does not adhere to Seller’s final hourly
forecasts then it will result in un instructed scheduled deviation. The following penalties will be
assessed for each hour a deviation occurs:

For the first 30 hours a forecast or outage notification deviation occurs in a calendar year:

Deviation Penalty for Schedule greater than Forecast = [(Scheduled MW – Forecast MW)
* (15.0 x Platt’s Gas Daily Malin Index)] + $1,000

Deviation Penalty for Forecast greater than Schedule = [(Forecast MW – Schedule MW)
* Project’s Opportunity Cost as detailed in Exhibit A + $1,000

Once the number of hours in which a deviation has occurred in a calendar year exceeds 30 hours:

Deviation Penalty for Schedule greater than Forecast = [(Scheduled MW – Forecast MW)
* (15.0 x Platt’s Gas Daily Malin Index)] + $5,000

Deviation Penalty for Forecast greater than Schedule = [(Forecast MW – Schedule MW)
* Project’s Opportunity Cost as detailed in Exhibit A + $5,000

7.2 Outage Notification. If Buyer fails to properly inform Seller, as is required under the
Operating Procedures, of any outage events greater than 5 MW, then the Deviation Penalty for a
Schedule greater than Forecast or the Deviation Penalty for Forecast greater than Schedule formula above will apply. For purposes of clarity the formulas will replace Forecast volumes with Actual volumes.

7.3 **Non-Responsiveness to Physical Limitation.** To the extent Buyer does not respond to a physical limitation request within 5 minutes, then a $1,000 per failure fee shall be assessed. See Exhibit C for examples of all financial penalties.

7.4 **Forced Outage Cost Pass Through.** Any Northwest Power Pool Reserve Sharing Group energy costs incurred by the Seller, due to a Forced Outage at the Buyer’s Project, will be passed through to the Buyer.

7.5 **Communication Delays or Errors by Seller.** Notwithstanding the foregoing, if the Seller fails to provide Buyer a forecast by T-60, the Buyer shall not be liable for, and shall not pay, the penalties in Section 7.1 of this Agreement. To the extent Seller fails to update its four hour forecast then Buyer will use the latest hourly or day ahead forecast.

**ARTICLE VIII**

**DISPUTE RESOLUTION**

8.1 **Dispute Resolution.** The Parties agree to make best efforts to settle all disputes arising under this Agreement between themselves as a matter of normal business. The Parties intend and agree that all disputes arising under this Agreement that cannot be resolved by their management shall be resolved exclusively according to the procedures set forth in this Section 8, to the extent permitted by law. Unless otherwise provided for under this Agreement, the Parties shall continue to provide and take and pay for service throughout the duration of the Dispute Resolution process. EACH PARTY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

(a) **Initial resolution:** If, after a good faith attempt to resolve a dispute, either Party declares an impasse in writing with a copy of such declaration served on the other Party (the "Receiving Party"), then the dispute shall be submitted in writing to the Parties' management for resolution as follows:

(b) Within fifteen (15) calendar days after the Receiving Party has received personal service of the written declaration of impasse, each Party shall submit a written statement to the other Party's management describing the specific basis for the dispute under this Agreement and a proposal for resolution of the disagreement.
(c) The Parties’ management shall attempt to resolve the dispute within thirty (30) calendar days of the submittal. The Parties may mutually agree to extend the thirty (30) calendar day period.

(d) If the Parties’ management cannot reach agreement within the thirty (30) day period, as it may be extended, either Party may, within ten (10) calendar days after close of the initial period, commence arbitration proceedings under this section by delivering written notice to the other Party. If the Parties fail to (1) settle the dispute or (2) withdraw the dispute within this ten (10) calendar day period, arbitration shall commence automatically.

8.2 Venue; Governing Law; California Judicial Reference

(a) **Venue:** In the event of litigation under this Agreement, Buyer and Seller agree that (a) the exclusive jurisdiction and venue for any action initially brought by Buyer against Seller will be the state and federal courts of Portland, Oregon and (b) the exclusive jurisdiction and venue for any action initially brought by Seller against Buyer will be the state and federal courts of Sacramento, California. Each Party accepts, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any objection as to venue, waives any defense of forum non conveniens, and further waives the right that such court does not have any jurisdiction over such Party in respect to such Proceedings.

(b) **Judicial Reference:** WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES’ AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, with respect to any action brought in, pending in, or removed to the state of California, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Sacramento County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the jurisdiction of the federal courts), sitting without a jury, in Sacramento County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a Party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such Party may apply to the Sacramento County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as
it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and order applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to the California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any Party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The Parties also expressly reserve the right to appeal, in the applicable state or federal jurisdictional appellate court, any judgment entered in this matter.

(c) Governing Law. Except as provided in Section 8.2.2, the validity, interpretation and effect of this Agreement are governed by and will be construed in accordance with the laws of the State of Oregon.

ARTICLE IX
FORCE MAJEURE

9.1 Procedure for Calling Force Majeure. If one Party wishes to claim relief from the performance of its obligations arising under this Agreement (as opposed to the Implementation Agreements) on account of any event or circumstance of Force Majeure (hereinafter, the "Affected Party"), then the Affected Party shall give written notice to the other Party of such event or circumstance as soon as reasonably practicable after becoming aware of such event or circumstance. Each written notice of a Force Majeure event served by an Affected Party to the other Party shall specify the event or circumstance in respect of which the Affected Party is claiming relief and the steps being taken to mitigate and overcome the effects of such event or circumstances and the impact and/or extent and the estimated duration of such Party's inability to perform due to the Force Majeure. The Affected Party’s failure to comply with the procedure specified herein shall relieve the other Party from accepting the Affected Party's claim until notice is so provided. The Affected Party shall, by reason of any event or circumstance of Force Majeure in respect of which it has claimed relief under this Section 9.1:

(a) Use its commercially reasonable efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such events as promptly as reasonably practicable; provided that:

(i) The Affected Party shall not be obligated to take any steps that would not be in accordance with Good Industry Practice or applicable laws or that would be beyond its reasonable control; and

(ii) The Affected Party shall not be required to settle any strikes or other labor disputes on terms that are adverse to the Affected Party in its sole discretion.

(b) Furnish periodic reports to the other Party regarding the progress in overcoming the adverse effects of such event of Force Majeure and setting forth its best, good faith
estimate concerning when it will be able to resume the performance of its obligations under this Agreement; and

(c) Resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the events of Force Majeure are remedied or cease to exist.

9.2 Performance Suspended.

a) During the continuance of any Force Majeure, the obligations of an Affected Party under this Agreement, other than any obligation to pay money for amounts already due under this Agreement (unless the Force Majeure does not prevent payment by closing down FedWire or the Automated Clearing House), shall be suspended to the extent such condition results in the Affected Party’s inability to perform its obligations.

b) During the continuance of any Force Majeure, the non-Affected Party’s obligations to the Affected Party under this Agreement shall be suspended for the duration of the Affected Party’s suspension of performance due to the Force Majeure event.

ARTICLE X
BILLING AND PAYMENT

10.1 Billing, Payment. In consideration of the foregoing, Buyer will pay Seller the monthly invoice that includes: the Base Monthly Fee plus net variance charges plus any financial limitations plus any financial penalties within 10 days after invoicing during the Term of the Agreement. Each invoice hereunder shall contain such reasonable detail and underlying information as may be necessary for Buyer to confirm the amount.

ARTICLE XI
REPRESENTATIONS AND WARRANTIES

11.1 Seller Representations and Warranties. Seller represents and warrants to Buyer as of the Effective Date that:

(a) Organization and Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Oregon.

(b) Enforceability. This Agreement constitutes the legal, valid and binding obligation of Seller, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, and (ii) general principles of equity.

(c) Due Authorization. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all requisite action and will not conflict with any provisions of any applicable law, or any material agreement or instrument to which it is a
party or by which it, its property or assets may be bound or affected, and specifically that Seller’s performance under this Agreement, and the terms of any Transactions entered into hereunder, are not subject to the jurisdiction of any state utility or public service commissions.

(d) **Permits.** Seller has obtained and shall maintain during the Term of this Agreement, as the case may be, all Permits required for the Wind Integration Services.

(e) **Legal Proceedings.** There is not pending or, to its knowledge, threatened against Seller or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement.

(f) **Knowledge and Skill.** Seller has the required knowledge, skill, experience and capacity to perform the Services that it is obligated to perform under this Agreement, including knowledge of the laws, rules and regulations applicable to the services to be performed by it.

(g) **No Violation.** The execution and delivery of this Agreement does not, and the performance of its obligations hereunder will not (i) conflict with or violate any provisions of its charter, partnership agreement or by laws of Seller, (ii) conflict with or result in a breach of or a default under, or in an occurrence which with the lapse of time or action by or notice to a third-party would result in a default under, or give rise to any right of termination, cancellation or acceleration with respect to, any of the terms, conditions or provisions of any, or any contract or other instrument to which Seller is a party or is subject or by which any of their properties or assets are bound, or (iii) violate any statute, law, ordinance, regulation, rule, judgment, decree or order of any court or governmental agency, body or authority, except, in the case of clauses (ii) and (iii), where any such event could not reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.

11.2 **Buyer Representations and Warranties.** Buyer represents and warrants to Seller as of the Effective Date that:

(a) **Organization and Good Standing.** Buyer is an Irrigation District duly organized, validly existing and in good standing under the laws of the State of California.

(b) **Enforceability.** This Agreement constitutes the legal, valid and binding obligation of Buyer, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) general principles of equity.

(c) **Due Authorization.** The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all requisite action and will not conflict with any provisions of any applicable law, or any agreement or instrument to which it is a party or by which it, its property or assets may be bound or affected.
(d) **Permits.** Buyer has obtained or shall have obtained all Permits required to operate or conduct Buyer’s business as contemplated herein.

(e) **Legal Proceedings.** There is not pending or, to its knowledge, threatened against Buyer or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement.

(f) **Knowledge and Skill.** Buyer has the required knowledge, skill, experience and capacity to perform the obligations that it is obligated to perform under this Agreement, including knowledge of the laws, rules and regulations applicable to the obligations to be performed by Buyer.

(g) **No Violation.** Except with regard to any required approval of the partners of Buyer (which shall be obtained prior to Buyer’s execution hereof), the execution and delivery of this Agreement does not, and the performance of its obligations hereunder will not (i) conflict with or violate any provisions of the organizational documents of Buyer, (ii) conflict with or result in a breach of or a default under, or in an occurrence which with the lapse of time or action by or notice to a third-party would result in a default under, or give rise to any right of termination, cancellation or acceleration with respect to, any of the terms, conditions or provisions of any, or any contract or other instrument to which Buyer is a party or is subject or by which any of their properties or assets are bound, or (iii) violate any statute, law, ordinance, regulation, rule, judgment, decree or order of any court or governmental agency, body or authority, except, in the case of clauses (ii) and (iii), where any such event could not reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE XII**

**MISCELLANEOUS**

12.1 **Change in Market Rules.** If the Seller enters into an Energy Imbalance Market, the Seller decides to move the Seller’s Balancing Authority Area into a new Balancing Authority Area, or there is a change in the Seller’s MBR Tariff or in the applicable law, and this event renders this Agreement or any terms herein incapable of being performed or administered, then either Party, on written notice, may request the other Party to enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens and obligations set forth in this Agreement as of the Effective Date.

Upon receipt of a written notice requesting negotiations, the Parties shall negotiate in good faith.

If the Parties are unable, within sixty (60) days after the sending of the written notice requesting negotiations, either to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then either Party may submit issues pertaining to changes to this Agreement to dispute resolution as provided in Section Eight.
12.2 **Interpretation in Accordance with Regulatory Orders.** Notwithstanding anything to the contrary herein, no Party is agreeing in the Agreement to take any action other than actions that are in letter and spirit in full accordance with applicable law, or the requirements of FERC, NERC, WECC, or any governmental authority, and all provisions of this Agreement will be performed, or not performed, in accordance therewith.

12.3 **Exclusion of Representations.** No Party has made any representation, warranty, or promise concerning the subject matter of this Agreement that is not set forth herein.

12.5 **Amendment and Severability.** This Agreement may only be amended by a writing signed by both Parties. The invalidity of one or more phrases, sentences, clauses, Sections or articles contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any of the provisions, or portions or applications thereof, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate in good faith an equitable adjustment in the provisions of this Agreement with a view toward affecting the purpose of this Agreement.

12.6 **Miscellaneous.** This Agreement is not assignable by any Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. This Agreement will be binding upon the Parties’ successors and permitted assigns. Nothing contained in this Agreement creates a joint venture or partnership between the Parties. The relationship of Buyer with Seller as set forth in this Agreement shall for all purposes, be considered one of an independent contractor. No provision of this agreement shall be deemed to give Seller control of Buyer’s generation facility for purposes of FERC’s regulations. No one employed by Seller or its Affiliates shall be deemed to be an employee, agent or servant of Buyer. Neither Party shall owe fiduciary duties or other implied duties to the other Party. Seller is not a financial, commodity trading or investment advisor to Buyer. There are no intended third-party beneficiaries hereof, and the Parties do not intend to create or confer any right or interest in or to, or to grant any remedies to, any third-party as a beneficiary hereof or of any duty, obligation, or undertaking established herein. Buyer specifically acknowledges that Seller may perform similar services for other customers besides the Buyer, including competitors of Buyer and Affiliates of Seller.

12.7 **Further Assurances.** Each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

12.8 **Counterpart; Signatures.** This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Delivery of a PDF copy of an original signature shall have the same force and effect as execution of an original.

12.9 **Taxes.** Buyer is solely responsible for filing all appropriate federal, state, and local tax forms, and for paying all taxes and fees, including estimated taxes due with respect to Seller’s receipt of
payment under this Contract; provided, however, Buyer shall not be responsible for Seller’s income
tax obligations. Neither Seller nor any of its affiliates has any responsibility to pay or withhold from
any payment to Buyer any federal, state, or local taxes or fees. The consideration stated in the
Agreement is inclusive of all taxes arising out of Seller’s performance, but excluding sales, Seller’s
use, and value-added taxes. State and local sales, sellers’ use, gross receipts, privilege, and value
added and use taxes in all states must be paid by Buyer. Buyer is solely responsible for all import
and export duties and value-added taxes related to imported units and all applicable parts. Buyer
agrees to promptly provide to Seller evidence of payment of all state and local sales, seller’s use, and
value-added taxes, in a form satisfactory in Seller’s reasonable judgment. If any Party is required to
remit or pay taxes and fees that are the other Party’s responsibility hereunder, the responsible Party
shall promptly reimburse the Party which is required to remit or pay taxes and fees for such taxes
and fees.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written. This Agreement shall not become effective as to either Party unless and until executed by both Parties.

Avangrid Renewables, LLC.  

By: ___________________________  
Authorized Representative

By: ___________________________  
Authorized Representative

By: ___________________________  
Authorized Representative

By: ___________________________  
Authorized Representative

Turlock Irrigation District

By: ___________________________  
Authorized Representative
The assumptions used in the calculation of BA Operational Limitations are as follows:

Project’s Expected Annual Generation: 374,000 MWhrs

Project’s Opportunity Cost: [Redacted]

Buyer may adjust Project’s Annual Generation or Opportunity Cost assumptions on an annual basis by providing written notice by October 1 or the prior year. Seller may request backup information to support such proposed changes.
EXHIBIT B

BALANCING AUTHORITY FIRM EXPORT SCHEDULE CURTAILMENT

<table>
<thead>
<tr>
<th>Curtailment MW</th>
<th>40</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tag Energy Profile</td>
<td>Resource Actual</td>
</tr>
<tr>
<td>Tag A</td>
<td>200</td>
</tr>
<tr>
<td>Tag B</td>
<td>120</td>
</tr>
<tr>
<td>Tag C</td>
<td>70</td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Curtailment MW</th>
<th>35</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tag Energy Profile</td>
<td>Resource Actual</td>
</tr>
<tr>
<td>Tag A</td>
<td>200</td>
</tr>
<tr>
<td>Tag B</td>
<td>120</td>
</tr>
<tr>
<td>Tag C</td>
<td>70</td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT C
### FINANCIAL PENALTY EXAMPLES

## Penalty Examples

### Example 1a: Schedule > Forecast (First 30 Hours in year)
**Assumptions:**
- Schedule = 100 MW
- Forecast = 75 MW
- Gas Daily Malin = $3.00

**Penalty** = \[ \text{[(Scheduled MW - Forecast MW) \times (15.0 \times \text{Platt's Gas Daily Malin Index}) + $1,000]} \]
- Penalty = \[ \text{[(100-75)\times(15.0\times3)]+1,000} \]
- Penalty = $2,125

### Example 1b: Schedule > Forecast (31st Hours in year)
**Assumptions:**
- Schedule = 100 MW
- Forecast = 75 MW
- Gas Daily Malin = $3.00

**Penalty** = \[ \text{[(Scheduled MW - Forecast MW) \times (15.0 \times \text{Platt's Gas Daily Malin Index}) + $5,000]} \]
- Penalty = \[ \text{[(100-75)\times(15.0\times3)]+5,000} \]
- Penalty = $6,125

### Example 2a: Forecast > Schedule (First 30 Hours in year)
**Assumptions:**
- Forecast = 100 MW
- Schedule = 75 MW
- Project Opp Cost = $93.00

**Penalty** = \[ \text{(Forecast MW - Schedule MW) \times \text{(Project Opportunity Cost)} + $1,000} \]
- Penalty = \[ \text{(100-75)\times(93)+1,000} \]
- Penalty = $3,325

### Example 2b: Forecast > Schedule (31st Hours in year)
**Assumptions:**
- Forecast = 100 MW
- Schedule = 75 MW
- Project Opp Cost = $93.00

**Penalty** = \[ \text{(Forecast MW - Schedule MW) \times \text{(Project Opportunity Cost)} + $5,000} \]
- Penalty = \[ \text{(100-75)\times(93)+5,000} \]
- Penalty = $7,325
Example 3a: Failure to properly notify of an outage

Assumptions:
Actual Outage = 100% of windfarm
Forecast = 100 MW
Actual = 0 MW

Penalty = \[(\text{Scheduled MW} - \text{Actual MW}) \times (15.0 \times \text{Platt's Gas Daily Malin Index})\] + $1,000
Penalty = \[(100-0)(15.0*3)]+1,000
Penalty = $5,500

Example 3b: Failure to properly notify of an outage ending

Assumptions:
Actual Outage = 0% of wind farm due to outage ending
Forecast = 0 MW
Actual = 100 MW

Penalty = \[(\text{Actual MW} - \text{Schedule MW}) \times \text{Project Opportunity Cost}\] + $1,000
Penalty = \[(100-0)*93]+1,000
Penalty = $10,300
WATER RESOURCES ADMINISTRATION

MEMORANDUM

TO: Board of Directors  
PREPARED BY: Tristan S. Higgins  
DATE: September 19, 2019  
RE: Adoption of Resolution of Necessity

Action Requested
Adoption of Resolution of Necessity pursuant to the requirements of California Code of Civil Procedure §1245.210 et seq., for a portion of real property located at 1271 Geer Road, Hughson, California, also known as Stanislaus County Assessor’s Parcels 018-004-013 and 018-004-012, as required for the Stanislaus Regional Water Authority (SRWA) Raw Water Pump Station Phase 1 project.

Discussion
On September 24, 2019 at 10:00 am, the Board of Directors has scheduled a Resolution of Necessity hearing regarding the taking of 0.97 acres in fee, described in attached Exhibit A, and 3.269 acres of temporary construction easements, described in attached Exhibit B, of existing parcels located at 1271 Geer Road, Hughson, California, also known as Stanislaus County Assessor’s Parcels 018-004-013 and 018-004-012, for the construction of a Raw Water Pump Station Phase 1 (RWPS1) project, which is jointly owned by the District and SRWA.

Turlock Irrigation District (District) staff have made repeated attempts spanning nearly two years to reach negotiated purchase and sale terms with the landowners, Gary and Gina Nazareno, without success. In order to ensure that the RWPS1 project proceeds with least possible public impact, it is necessary to move forward with an action of Eminent Domain. The Resolution of Necessity is required for these proceedings to begin pursuant to California Code of Civil Procedure (Civ. Proc. Code) Sections 1245.210 through 1245.250.

In order for the Board to adopt a Resolution of Necessity, the Board must show that the proposed use is a public use authorized by law and there is a showing of public necessity. (Civ. Proc. Code §1240.010-1240.040, §1245.210-1245.250.)

I. PUBLIC USE

Condemnation may be exercised only by a person expressly authorized by statute to exercise the power for public use. (Civ. Proc. Code §1240.020.) Pursuant to Section 1240.010, whenever the legislature provides statutory authorization to condemn property for a particular use, that authorization establishes a public use.
Section 22456 of the Water Code authorizes the Board of Directors of any irrigation district to acquire by eminent domain any property necessary to carry out any of the powers or functions of the District. Therefore, the taking of land for the purpose of establishing a water pump station qualifies as public use.

II. PUBLIC NECESSITY

Public necessity embraces three elements which must specifically be addressed by the Board. These three elements are as follows:

1. Whether the public interest and necessity require the project;
2. Whether the project is planned and located in a manner that will be most compatible with the greatest public good and the least private injury; and
3. Whether the property sought to be acquired is necessary for the project.

The Board must also show that an appropriate offer has been made under Government Code Section 7267.2.

At this time, the District is considering the purchase of 0.97-acres in fee, and a further 3.269 acres of temporary construction easements, over and across a 37.02 acre and 65 acre site for the construction of the RWPS1 project. These parcels are located in Stanislaus County and are identified as Assessor’s Parcel Numbers 018-004-013 and 018-004-012. The Fee Title portion to be acquired is more particularly described and depicted in Exhibit A, and the Temporary Construction Easement portion to be acquired is more particularly described and depicted in Exhibit B, both attached hereto and made a part hereof.

District staff have made repeated attempts to negotiate purchase and sale terms in connection with this use with the landowners without success. To ensure the ability of the District and SRWA to complete the RWPS1 project, it is necessary to acquire the subject property through the use of eminent domain.

1. Public Interest and Necessity.

As one of its core services, the District provides raw surface water to customers in its service area. The SRWA is a new customer of raw surface water, and will use the previously constructed Infiltration Gallery adjacent to the parcels described in Exhibits A and B to convey this raw surface water through a new conveyance pipeline to a new water treatment plant. Acquisition of the subject property is necessary given its unique location adjacent to the Infiltration Gallery and its unique location adjacent to previously acquired properties for the new conveyance pipeline.

2. Greatest Public Good and Least Private Injury.

The acquisition of this property will ensure the greatest public good and least private injury. No alternative property exists for the construction of the RWPS1 adjacent to the existing Infiltration Gallery site. Without the acquisition of this property, greatly increased public expense and injury will occur in order to construct an alternate Infiltration Gallery and Pump Station, as well as additional raw water conveyance pipeline easement acquisitions. Additionally, the overall SRWA project will suffer significant delays and public expenditure as a result. Therefore, there are no
other feasible alternatives to the acquisition of the subject property.

3. **Necessary to the Project.**

The proposed property is necessary to the project based on location. The site is located adjacent to the Tuolumne River and the previously constructed Infiltration Gallery, as well as adjacent to previously acquired District property and raw water conveyance pipeline easements acquired from the Department of Fish and Wildlife. This particular location has been established as the only feasible construction site for the project, and the acquisition of the property and construction of the RWPS1 is necessary for the operation of the SRWA project as a whole.
RESOLUTION NO. 2019 -

RESOLUTION OF NECESSITY FOR ACQUISITION OF REAL PROPERTY INTERESTS FOR CONSTRUCTION OF RAW WATER PUMP STATION

WHEREAS, Section 22456 of the Water Code authorizes the Board of Directors of any irrigation district to acquire by eminent domain any property necessary to carry out any of the powers or functions of the district; and

WHEREAS, the real property interests to be taken, consisting of 0.97 acres of fee title as described in Exhibit A, and 3.269 acres of temporary construction easements as described in Exhibit B, both attached hereto and made a part hereof; and

WHEREAS, the public interest and necessity require the acquisition of said real property for the purpose of constructing a Raw Water Pump Station facility, associated facilities, and other Turlock Irrigation District (District) requirements and uses; and

WHEREAS, notice has been properly given as required by and according to the provisions of Section 1245.235 of the Code of Civil Procedure, and a public hearing has been held at which all persons whose property may be acquired by eminent domain and whose name and address appear on the last equalized county assessment roll had been given a reasonable opportunity to appear and to be heard by the Board of Directors described in Exhibit C, on the matters set forth in the Code of Civil Procedure, Section 1240.030; and

WHEREAS, a two-thirds vote of all of the members of the Board of Directors is required for the adoption hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Turlock Irrigation District that the following findings are made:

1. That the public interest and necessity require the acquisition of the real property interests described in Exhibits A and B, attached hereto and incorporated by reference, for the purpose of constructing a raw water pump station, associated facilities, and other District requirements and uses.

2. That the property to be acquired and the project to be developed are planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

3. That the property sought to be acquired is necessary for the proposed project and that said property is being taken for public use.

4. That the offer required by Section 7267.2 of the Government Code has been made to the owners of record.

BE IT FURTHER RESOLVED, that the law firm of Malm Fagundes LLC, as counsel for the District, is hereby authorized and directed to institute and conduct to the conclusion, actions in eminent
domain in the Superior Court of the State of California for the acquisition of the described interests in real property and to take such action as is necessary to accomplish the same upon direction of the Board of Directors and authorized managers of the District.

BE IT FURTHER RESOLVED, that the public interest and necessity require timely completion of the project and that the law firm of Malm Fagundes LLC, as counsel for the District, is also hereby authorized to obtain an Order for Prejudgment Possession and the use of the property upon complying with the requirements of the law applicable thereto, and the total sum of probable compensation being deposited into court for acquiring immediate possession as provided by law.

BE IT FURTHER RESOLVED that the District is directed to draw all necessary warrants payable to the State Treasury specified in the written summary of just compensation prepared in accordance with the Code of Civil Procedure, Section 1255.010, et seq.

Moved by Director , seconded by Director , that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes: Directors
Noes: Directors
Absent: Directors

The President declared the resolution _____.

I, Tami Wallenburg, Executive Secretary to the Board of Directors of the TURLOCK IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 24th day of September, 2019.

________________________________________
Executive Secretary to the Board of Directors of the Turlock Irrigation District
EXHIBIT "A"

FEE TITLE TO BE ACQUIRED
Resolution of Necessity for Portion of Stanislaus County
APN 018-004-013
EXHIBIT “A”
Legal Description for Fee Simple Purchase
A.P.N. 018-004-013 (Nazareno)

A portion of Parcel 1 as shown on the map filed in Book 45 of Parcel Maps, at Page 44, Stanislaus County Records, situate in the County of Stanislaus, State of California, more particularly described as follows:

Beginning at the northeast corner of said Parcel 1; thence along the northerly line of said Parcel 1, South 60°01'12" West, 343.79 feet; thence continuing along the northerly line of said Parcel 1, South 57°10'12" West, 230.03 feet; thence South 32°49'48" East, 40.00 feet; thence North 75°36'18" East, 126.49 feet; thence North 57°10'12" East, 108.04 feet; thence North 60°01'12" East, 315.78 feet to the easterly line of said Parcel 1; thence along said easterly line, North 11°57'47" West, 84.13 feet to the point of beginning.

Contains 42,306 square feet, more or less.

The sidelines of said 20 foot wide access easement to be lengthened or shortened as necessary to terminate at said easterly and northerly lines of said Parcel 1.

Bearings and distances are based on the California Coordinate System-83, Zone 3 (1991.35). A line between City of Modesto monuments 2021 and 2125 bears North 79°27'51" East as calculated from City of Modesto GPS Control Network Survey, filed in Book 22 of Surveys, Page 51, Stanislaus County Records. All distances are grid, based on a combination factor of 0.999993300. To convert distances shown hereon to ground, multiply by the reciprocal of said combination factor, 1.000006700.

This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors’ Act.

Sean Harp, L.S. 7823
6-26-2019 Date
A.P.N. 018-003-006

FEE SIMPLE PURCHASE
42,306 SQ. FT.

L1 S60°01'12"W  343.79'
L2 S57°10'12"W  230.03'
L3 S32°49'48"E  40.00'
L4 N75°36'18"E  126.49'
L5 N57°10'12"E  108.04'
L6 N60°01'12"E  315.78'
L7 N11°57'47"W  84.13'

GARY & GINA
NAZARENO
DOC. NO. 2013-0002404

PARCEL 1
(45-PM-44)

A.P.N.
018-004-013

EXISTING 40’ T.I.D. EASEMENT
EXHIBIT “B”

TEMPORARY CONSTRUCTION EASEMENTS TO BE ACQUIRED
Resolution of Necessity for Portion of Stanislaus County
APNs 018-004-013 & 018-004-012
EXHIBIT “A”

Legal Description for Temporary Construction Easement

A.P.N. 018-004-013 (Nazareno)

A Temporary Construction Easement over and across a portion of Parcel 1, as shown on the map filed in Book 45 of Parcel Maps, at Page 44, Stanislaus County Records, lying in Sections 2 and 3, Township 4 South, Range 10 East, Mount Diablo Meridian, situate in the County of Stanislaus, State of California, being more particularly described as follows:

Commencing at the southwest corner of said Parcel 1; thence along the westerly line of said Parcel 1 the following four (4) courses:
   1. North 00°03’32” East, 288.02 feet;
   2. North 36°58’04” East, 447.06 feet;
   3. North 03°28’28” East, 392.25 feet;
   4. North 10°31’22” East, 157.35 feet to the Point of Beginning;

thence continuing along said westerly line, North 10°31’22” East, 53.47 feet; thence leaving said westerly line, North 79°46’19” East, 468.84 feet to an angle point in the north line of said Parcel 1, said angle point shown on said map as being on the east line of said Section 3; thence South 32°49’48” East, 40.00 feet; thence North 75°36’18” East, 126.49 feet; thence South 36°24’35” West, 306.00 feet; thence South 71°14’48” West, 84.00 feet; thence South 43°41’46” West, 383.88 feet; thence South 04°39’12” West, 106.38 feet; thence South 54°53’03” West, 202.54 feet; thence North 53°01’56” West, 30.00 feet to the westerly line of said Parcel 1; thence along the westerly line of said Parcel 1, North 36°58’04” East, 30.00 feet; thence South 53°01’56” East, 23.93 feet; thence North 54°53’03” East, 168.82 feet; thence North 04°39’12” East, 96.88 feet; thence North 07°57’49” East, 447.22 feet; thence South 79°46’19” West, 138.00 feet to the point of beginning.

Contains 3.22 acres, more or less.

Bearings and distances are based on the California Coordinate System-83, Zone 3 (1991.35). A line between City of Modesto monuments 2021 and 2125 bears North 79°27’51” East as calculated from City of Modesto GPS Control Network Survey, filed in Book 22 of Surveys, Page 51, Stanislaus County Records. All distances are grid, based on a combination factor of 0.99993300. To convert distances shown hereon to ground, multiply by the reciprocal of said combination factor, 1.00006700.

This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors’ Act.

Sean Harp, L.S. 7823

Date 6-22-2017
3.22 ACRES

LINE TABLE

<table>
<thead>
<tr>
<th>LINE</th>
<th>DIRECTION</th>
<th>LENGTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>L7</td>
<td>S71°14'48&quot;W</td>
<td>84.00'</td>
</tr>
<tr>
<td>L8</td>
<td>S4°39'12&quot;W</td>
<td>106.38'</td>
</tr>
<tr>
<td>L9</td>
<td>S54°53'03&quot;W</td>
<td>202.54'</td>
</tr>
<tr>
<td>L10</td>
<td>N53°01'56&quot;W</td>
<td>30.00'</td>
</tr>
<tr>
<td>L11</td>
<td>S36°58'04&quot;W</td>
<td>30.00'</td>
</tr>
<tr>
<td>L12</td>
<td>S53°01'56&quot;E</td>
<td>23.93'</td>
</tr>
<tr>
<td>L13</td>
<td>N54°53'03&quot;E</td>
<td>168.82'</td>
</tr>
<tr>
<td>L14</td>
<td>N4°39'12&quot;E</td>
<td>96.88'</td>
</tr>
<tr>
<td>L15</td>
<td>S79°46'19&quot;W</td>
<td>138.00'</td>
</tr>
</tbody>
</table>

EXHIBIT "C"
TEMPORARY CONSTRUCTION EASEMENT

Date: 06/22/2017  Scale: 1" = 100'
Drawn: J. Jantz  Job No.: 17011
Checked: S. Harp  Sheet: 2 of 2
EXHIBIT “A”
Legal Description for Temporary Construction Easement
A.P.N. 018-004-012 (Nazareno)

A Temporary Construction Easement over and across a portion of the Remainder, as shown on the map filed in Book 45 of Parcel Maps, at Page 44, Stanislaus County Records, lying in Section 3, Township 4 South, Range 10 East, Mount Diablo Meridian, situate in the County of Stanislaus, State of California, being more particularly described as follows:

Commencing at the southeast corner of said Remainder; thence along the easterly line of said Remainder the following four (4) courses:
1. North 00°03’32” East, 288.02 feet;
2. North 36°58’04” East, 447.06 feet;
3. North 03°28’28” East, 392.25 feet;
4. North 10°31’22” East, 157.35 feet to the Point of Beginning;

thence continuing along said easterly line, North 10°31’22” East, 53.47 feet; thence leaving said easterly line, South 79°46’19” West, 42.77 feet; thence South 10°31’22” West, 53.47 feet; thence North 79°46’19” East, 42.77 feet to said easterly line and the point of beginning.

Contains 2,139 square feet, more or less.

Bearings and distances are based on the California Coordinate System-83, Zone 3 (1991.35). A line between City of Modesto monuments 2021 and 2125 bears North 79°27’51” East as calculated from City of Modesto GPS Control Network Survey, filed for record in Book 22 of Surveys, at Page 51, Stanislaus County Records. All distances are grid, based on a combination factor of 0.99999300. To convert distances shown hereon to ground, multiply by the reciprocal of said combination factor, 1.00006700.

This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors’ Act.

[Signature]
Sean Harp, L.S. 7823
Date 6-22-2017
LINE TABLE

<table>
<thead>
<tr>
<th>LINE</th>
<th>DIRECTION</th>
<th>LENGTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>N10°31'22&quot;E</td>
<td>157.35'</td>
</tr>
<tr>
<td>L2</td>
<td>N10°31'22&quot;E</td>
<td>53.47'</td>
</tr>
<tr>
<td>L3</td>
<td>N10°31'22&quot;E</td>
<td>144.93'</td>
</tr>
<tr>
<td>L4</td>
<td>N10°31'22&quot;E</td>
<td>355.75'</td>
</tr>
<tr>
<td>L5</td>
<td>S79°46'19&quot;W</td>
<td>42.77'</td>
</tr>
<tr>
<td>L6</td>
<td>S10°31'22&quot;W</td>
<td>53.47'</td>
</tr>
<tr>
<td>L7</td>
<td>N79°46'19&quot;E</td>
<td>42.77'</td>
</tr>
</tbody>
</table>

EXISTING 30' ACCESS EASEMENT FOR THE BENEFIT OF A.P.N. 018-004-012

GARY & GINA NAZARENO
DOC. NO. 2002-0159942
(17-RS-82)
A.P.N.
018-004-012

DATE: 06/22/2017
Scale: 1"=150'
Drawn: J. Jantz
Job No.: 17011
Checked: S. Harp
Sheet: 1 of 1
EXHIBIT “C”

NOTICE OF HEARING
Resolution of Necessity for Portion of Stanislaus County
APNs 018-004-013 & 018-004-012
Gary O. Nazareno  
1271 Geer Road  
Hughson, California 95326

Gina Delores Nazareno  
1271 Geer Road  
Hughson, California 95326

Re: HEARING ON RESOLUTION OF NECESSITY RE APN: 018-004-013  
Property at 1271 Geer Road, Hughson, California

Dear Mr. and Mrs. Nazareno:

NOTICE IS HEREBY GIVEN that Turlock Irrigation District intends to adopt a resolution of necessity for the taking of a portion of your property in fee which is identified by assessor’s parcel number 018-004-013 as described in the attached legal description consisting of approximately .97 acres in fee plus two temporary construction easements consisting of approximately 3.269 acres. This hearing will be before the Board of Directors on September 24, 2019, at 10:00 a.m. or as soon thereafter as the matter may be heard at Turlock Irrigation District located at 333 East Canal Drive, Turlock, California.

You have a right to appear and be heard on the matters as set forth in Code of Civil Procedure section 1240.030 regarding the public interest and necessity requiring the project; the planning and location of the project in the manner that will be most compatible with the greatest public good and the least private injury; and that the property sought to be acquired is necessary for the project.

You must file written notice to appear and be heard with the Turlock Irrigation District within 15 days after this notice was mailed or you will have waived any right to appear and be heard in front of the Board. Any such written notice should be delivered to Tami Wallenberg of the Turlock Irrigation District by mail at P.O. Box 949, Turlock, CA 95381 or by delivery to Turlock Irrigation District at 333 East Canal Drive in Turlock.

This notice and the hearing referred to are not meant to impede any negotiations you may have ongoing or that you may desire to commence with the District for the project.

Very truly yours,  
Turlock Irrigation District

[Signature]

Tristan Higgins,  
Right of Way Manager
EXHIBIT “A”
Legal Description for Fee Simple Purchase
A.P.N. 018-004-013 (Nazareno)

A portion of Parcel 1 as shown on the map filed in Book 45 of Parcel Maps, at Page 44, Stanislaus County Records, situate in the County of Stanislaus, State of California, more particularly described as follows:

Beginning at the northeast corner of said Parcel 1; thence along the northerly line of said Parcel 1, South 60°01'12" West, 343.79 feet; thence continuing along the northerly line of said Parcel 1, South 57°10'12" West, 230.03 feet; thence South 32°49'48" East, 40.00 feet; thence North 75°36'18" East, 126.49 feet; thence North 57°10'12" East, 108.04 feet; thence North 60°01'12" East, 315.78 feet to the easterly line of said Parcel 1; thence along said easterly line, North 11°57'47" West, 84.13 feet to the point of beginning.

Contains 42,306 square feet, more or less.

The sidelines of said 20 foot wide access easement to be lengthened or shortened as necessary to terminate at said easterly and northerly lines of said Parcel 1.

Bearings and distances are based on the California Coordinate System-83, Zone 3 (1991.35). A line between City of Modesto monuments 2021 and 2125 bears North 79°27'51" East as calculated from City of Modesto GPS Control Network Survey, filed in Book 22 of Surveys, Page 51, Stanislaus County Records. All distances are grid, based on a combination factor of 0.99993300. To convert distances shown hereon to ground, multiply by the reciprocal of said combination factor, 1.00006700.

This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors’ Act.

Sean Harp, L.S. 7823
6-26-2017
Date
EXHIBIT "A"

Legal Description for Temporary Construction Easement
A.P.N. 018-004-012 (Nazareno)

A Temporary Construction Easement over and across a portion of the Remainder, as shown on the map filed in Book 45 of Parcel Maps, at Page 44, Stanislaus County Records, lying in Section 3, Township 4 South, Range 10 East, Mount Diablo Meridian, situate in the County of Stanislaus, State of California, being more particularly described as follows:

Commencing at the southeast corner of said Remainder; thence along the easterly line of said Remainder the following four (4) courses:
1. North 00°03'32" East, 288.02 feet;
2. North 36°58'04" East, 447.06 feet;
3. North 03°28'28" East, 392.25 feet;
4. North 10°31'22" East, 157.35 feet to the Point of Beginning;

thence continuing along said easterly line, North 10°31'22" East, 53.47 feet; thence leaving said easterly line, South 79°46'19" West, 42.77 feet; thence South 10°31'22" West, 53.47 feet; thence North 79°46'19" East, 42.77 feet to said easterly line and the point of beginning.

Contains 2,139 square feet, more or less.

Bearings and distances are based on the California Coordinate System-83, Zone 3 (1991.35). A line between City of Modesto monuments 2021 and 2125 bears North 79°27'51" East as calculated from City of Modesto GPS Control Network Survey, filed for record in Book 22 of Surveys, at Page 51, Stanislaus County Records. All distances are grid, based on a combination factor of 0.99993300. To convert distances shown hereon to ground, multiply by the reciprocal of said combination factor, 1.00006700.

This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.

[Signature]
Sean Harp, L.S. 7823
Date 6-22-2017

LICENSED LAND SURVEYOR
SEAN HARp
No.7823
STATE OF CALIFORNIA
**Exhibit "B"**
Temporary Construction Easement

**Line Table**

<table>
<thead>
<tr>
<th>Line</th>
<th>Direction</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>N10°31'22&quot;E</td>
<td>157.35'</td>
</tr>
<tr>
<td>L2</td>
<td>N10°31'22&quot;E</td>
<td>53.47'</td>
</tr>
<tr>
<td>L3</td>
<td>N10°31'22&quot;E</td>
<td>144.93'</td>
</tr>
<tr>
<td>L4</td>
<td>N10°31'22&quot;E</td>
<td>355.75'</td>
</tr>
<tr>
<td>L5</td>
<td>S79°46'19&quot;W</td>
<td>42.77'</td>
</tr>
<tr>
<td>L6</td>
<td>S10°31'22&quot;W</td>
<td>53.47'</td>
</tr>
<tr>
<td>L7</td>
<td>N79°46'19&quot;E</td>
<td>42.77'</td>
</tr>
</tbody>
</table>

**Description**

- **T.C.E.** 2,139 S.F.
- **P.O.B.**

**Detail "A"**
N.T.S.

**Remainder**
(45-PM-64)

**Gary & Gina Nazareno**
Doc. No. 2002-0159942
(17-R8-62)

**A.P.N.**
018-004-012

**Parcel 1**
(45-PM-64)

**A.P.N.**
018-004-013

**Existing 30' Access Easement**
For the benefit of
A.P.N. 018-004-012

**Additional Notes**

- See Detail "A"
-Licensed Land Surveyor

**Dates**
- Date: 06/22/2017
- Scale: 1"=130'
- Drawn: J. Jantz
- Job No.: 17011
- Checked: S. Harp

**Sheet:** 1 of 1
EXHIBIT “A”
Legal Description for Temporary Construction Easement
A.P.N. 018-004-013 (Nazareno)

A Temporary Construction Easement over and across a portion of Parcel 1, as shown on the map filed in Book 45 of Parcel Maps, at Page 44, Stanislaus County Records, lying in Sections 2 and 3, Township 4 South, Range 10 East, Mount Diablo Meridian, situate in the County of Stanislaus, State of California, being more particularly described as follows:

Commencing at the southwest corner of said Parcel 1; thence along the westerly line of said Parcel 1 the following four (4) courses:
1. North 00°03'32" East, 268.02 feet;
2. North 36°58'04" East, 447.06 feet;
3. North 03°28'28" East, 392.25 feet;
4. North 10°31'22" East, 157.35 feet to the Point of Beginning;

thence continuing along said westerly line, North 10°31'22" East, 53.47 feet; thence leaving said westerly line, North 79°46'19" East, 468.84 feet to an angle point in the north line of said Parcel 1, said angle point shown on said map as being on the east line of said Section 3; thence South 32°49'48" East, 40.00 feet; thence North 75°36'18" East, 126.49 feet; thence South 36°24'35" West, 306.00 feet; thence South 71°14'48" West, 84.00 feet; thence South 43°41'46" West, 383.88 feet; thence South 04°39'12" West, 106.38 feet; thence South 54°53'03" West, 202.54 feet; thence North 53°01'56" West, 30.00 feet to the westerly line of said Parcel 1; thence along the westerly line of said Parcel 1, North 36°58'04" East, 30.00 feet; thence South 53°01'56" East, 23.93 feet; thence North 54°53'03" East, 168.82 feet; thence North 04°39'12" East, 96.88 feet; thence North 07°57'45" East, 447.22 feet; thence South 79°46'19" West, 138.00 feet to the point of beginning.

Contains 3.22 acres, more or less.

Bearings and distances are based on the California Coordinate System-83, Zone 3 (1991.35). A line between City of Modesto monuments 2021 and 2125 bears North 79°27'51" East as calculated from City of Modesto GPS Control Network Survey, filed in Book 22 of Surveys, Page 51, Stanislaus County Records. All distances are grid, based on a combination factor of 0.999993300. To convert distances shown hereon to ground, multiply by the reciprocal of said combination factor, 1.00006700.

This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyor’s Act.

[Signature]
Sean Harp, L.S. 7823
Date 6-22-2017