October 3, 2017

TO: San Luis \& Delta-Mendota Water Authority Board of Directors, Alternates, and Interested Parties

FROM: Jason Peltier, Secretary (by Cheri Worthy)
RE: $\quad$ Thursday, October 5, 2017, 9:30 a.m.
Board of Directors' Regular Meeting
Attached for your review in preparation of the October 5, 2017, Board of Directors' regular meeting are the following documents:

1) Material Related to C.W. "Bill" Jones Pumping Plant Unit 6 Rewind Project
2) Operations Update

Thank you, and please give us a call if you have any questions or concerns regarding this information.

October 5, 2017
To: $\quad$ Finance Committee and Board of Directors
From: Frances Mizuno, Assistant Executive Director
Subject: $\quad$ Briefing on C. W. Bill Jones Pumping Plant Unit 6 Rewind Project Repayment Contract

## Background:

Reclamation's December 2015 Condition Assessment Report for the six (6) units at the Jones Pumping Plant (JPP) stated that all the unit motors are nearing the end of their service life and need to be refurbished. The refurbishment consists of replacing the existing windings and stator core and the refurbishment of the motor rotor poles. The report provided a priority order for the refurbishment with Unit No. 6 having the highest priority. Reclamation estimates the life expectancy of Unit No. 6 to be 2 to 3 years in 2015. (NOTE: Special conditions have been set on this unit to minimize the chance of failure)

In July 2016, the Water Authority met with Reclamation to discuss the urgency of the rewind of Unit No. 6 and requested the project be funded by Reclamation utilizing RAX Program funds and to solicit funding immediately. Reclamation agreed to fund Unit 6 only at this time. In December, 2016 Reclamation informed the Water Authority of a funding mechanism with an extended repayment contract that will be used to fund this Project. Two negotiation sessions were held in September with a final session scheduled on October 17. The following is a summary of the key contract terms.

Key Repayment Contract Terms:

- Funding request for up to $\$ 5,250,000$.
- 15 Year Repayment Period
- Requirement for Authority use of at least 75\% (\$1.2 M) of Transfer Agreement Reserve Fund (Current Balance of $\$ 1.5 \mathrm{M}$ ) for Unit 6 Work. (Use of reserve funds will require paying back the reserve funds over a five year period)
- Option to utilize Authority expenditures for JPP in FY17 and FY18 $(\$ 395,266)$ to offset the $\$ 1.2 \mathrm{M}$ funding requirement therefore reducing the $\$ 1.2 \mathrm{M}$ obligation to $\$ 804,734$.
- Balance of $\$ 804,743$ can be met by use of reserve or additional expenditure on EO\&M Projects for JPP in FY 17 and FY18.

The attached for review and consideration are;

- Draft Repayment Contract as a result of 2 days of negotiations
- Worksheets for four (4) possible options to meet the $\$ 1.2 \mathrm{M}$ Authority obligation.

Staff will review in detail the options at the Finance Committee and Board meetings and is seeking direction on best option to pursue. Key considerations are loan amount from Reclamation, annual debt obligation and future Reclamation funding requirements (future debt obligations) for remaining JPP Rewind work for remaining 5 units and other EO\&M Project work identified for O'Neill and Delta-Mendota Canal.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION Delta Division, Central Valley Project, California

# CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND <br> SAN LUIS \& DELTA-MENDOTA WATER AUTHORITY FOR THE REPAYMENT OF EXTRAORDINARY MAINTENANCE COSTS FOR THE C.W. "BILL" JONES PUMPING PLANT 

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# UNITED STATES <br> DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION <br> Delta Division, Central Valley Project, California <br> CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND <br> SAN LUIS \& DELTA-MENDOTA WATER AUTHORITY <br> FOR THE REPAYMENT OF EXTRAORDINARY <br> MAINTENANCE COSTS FOR THE C.W. "BILL" JONES PUMPING PLANT 

12 Project (CVP), California, for diversion, storage, carriage, distribution and beneficial use, for THIS CONTRACT made this $\qquad$ day of $\qquad$ 2017, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory and supplementary thereto, including but not limited to Section 9603 of the Omnibus Public Land Management Act of March 30, 2009 (Pub. L. 111-11, 123 Stat. 1348, 43 U.S.C. §510b), all collectively hereinafter referred to as Federal reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the "United States", and SAN_LUIS \& DELTA-MENDOTA WATER AUTHORITY, hereinafter referred to as the "Contractor", a joint powers authority duly organized, existing, and acting pursuant to the laws of the State of California;

WITNESSETH, That:

## EXPLANATORY RECITALS

[1st] WHEREAS, the United States has constructed and is operating the Central Valley flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection
and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and
[2 $\left.2^{\text {nd }}\right] \quad$ WHEREAS, the United States and the Contractor executed Contract No. 8-07-20-X0354, dated March 1, 1998, as amended and supplemented which transferred the responsibility for operation, maintenance and replacement of a certain portion of CVP, Delta Division facilities, including C.W. "Bill" Jones Pumping Plant, formerly known as the Tracy Pumping Plant, to the Contractor; and
[3 $\left.3^{\text {rd }}\right]$ WHEREAS, pursuant to Section 9603 of Public Law 111-11, the Secretary of the Interior, acting through the Bureau of Reclamation, hereinafter referred to as Reclamation, is authorized to provide funds for Extraordinary Maintenance Work and to negotiate a contract for repayment of those costs, with interest; and
[4 $\left.4^{\text {th }}\right]$ WHEREAS, Reclamation, in consultation with the Contractor, has determined that Extraordinary Maintenance Work is needed on the C.W. "Bill" Jones Pumping Plant to ensure the continued safe, dependable, and reliable delivery of authorized project benefits of the CVP.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, the parties mutually agree as follows:

## DEFINITIONS

1. When used herein, unless otherwise distinctly expressed or manifestly
incompatible with the intent hereof, the term:
(a) "Contracting Officer" shall mean the Secretary of the Interior’s duly authorized representative acting pursuant to this Contract or applicable Federal reclamation law or regulation.
(b) "Existing Contract" shall mean Contract No. 8-07-20-X0354, dated March 1, 1998 as amended and supplemented, between the United States and the Contractor.
(c) "Extraordinary Maintenance Work" shall mean major, nonrecurring maintenance on the C.W. "Bill" Jones Pumping Plant that is intended to ensure the continued safe, dependable, and reliable delivery of authorized project benefits of the CVP.
(d) "Fiscal Year" shall mean the period October 1 through September 30 of the following year.
(e) "CVP" or "Project" shall mean the Central Valley Project owned by the United States and managed by the Department of the Interior, Bureau of Reclamation.
(X) "Substantially Complete" or "Substantial Completion" shall mean...

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(f) "Transferred Works" shall mean Delta Division, CVP facilities for which the operation, maintenance and replacement responsibilities were transferred to the Contractor under the Existing Contract.
(g) "XM Work \#6" shall mean the Extraordinary Maintenance Work consisting of a rewind of Unit \#6, which includes, but is not necessarily limited to, replacing the existing windings and stator core, and the refurbishment of the motor rotor poles. 71 Contracting Officer, after consultation with the Contractor, shall have the sole discretion in
(h) "Year" shall mean the period January 1 through December 31, both dates inclusive.

## TERM OF THE CONTRACT

2. This Contract shall become effective on the date first written above and shall remain in effect until the Contractor has fully repaid its repayment obligation to the United States as described in Article 5 herein.

## DESCRIPTION OF XM WORK \#6

3. The XM Work \#6 is to be performed by the Contractor. The XM Work \#6 may be modified upon advanced written request by the Contractor and advanced approval by the Contracting Officer in accordance with Federal reclamation law and policy. All designs, specifications, and work performed under this Contract shall be approved in advance and in writing by the Contracting Officer.

## FUNDS TO BE PROVIDED

4. (a) The United States shall provide the Contractor with funds up to $\$ 5,000,000$ for the XM Work \#6; Provided, That the Contractor shall expend at least $\$ 1,200,000$ of its own funds towards Extraordinary Maintenance Work; Provided further, That the determining when the $\$ 1,200,000$ of Contractor funds have been expended. The Contractor may request in writing additional funds from the United States to complete the XM Work \#6 and the United States may provide such additional funds subject to approval by the Contracting Officer in accordance with the terms of this Contract, Federal reclamation law and policy.
(b) The Contracting Officer may provide oversight and inspection of the

XM Work \#6 as determined by the Contracting Officer. Such oversight and inspection will be

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no reserve funds, combinations, all reserve funds
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## 81 coordinated with the Contractor. The Contracting Officer shall provide a statement of work <br> 82 which will include all costs estimated to be incurred by the United States for any inspection and 83 oversight activities to be performed by the Contracting Officer, including but not limited to the 84 cost of salaries, travel, per diem, leave of employees, and overhead and general expense of the 85 United States. The actual costs expended by the United States shall be deducted from the funds 86 provided pursuant to Article 4(a) above. The Contracting Officer will provide monthly updates 87 to the Contractor detailing such expenditures.

(c) Funds may be provided to the Contractor in advance of the XM Work \#6; Provided, the Contractor must provide the Contracting Officer justification for the immediate need for the requested advance of funds; and Provided further, the Contracting Officer shall have the final determination of whether or not to grant the requested advance of funds, and if granted, how, and when any installments may be transmitted.
(d) All funds provided to the Contractor shall be deposited and maintained in a non-interest bearing fully insured or secured account for no less than the amount of funds provided, until such time as the Contractor applies the funds against the XM Work \#6: Provided, That the Contractor shall use the funds solely to finance the XM Work \#6: Provided further, That the Contractor shall return any and all unexpended, unobligated, or unencumbered funds within 30 days after the date on which the Contracting Officer determines and notifies the Contractor in writing that the XM Work \#6 is substantially complete.
(e) Funds will no longer be provided once the Contracting Officer determines that: (1) the XM Work \#6 is complete; or (2) the Contractor no longer requires additional funds to complete the XM Work \#6; or (3) the amount provided in accordance with Article 4(a) of this Contract has been expended.

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5. (a) The Contractor shall be obligated to repay the entire sum of funds provided by the United States to the Contractor pursuant to this Contract, plus accrued interest, as determined by the Contracting Officer, which total amount is hereinafter referred to as the Repayment Obligation,.(b) The interest rate used for computing interest on funds provided for XM Work \#6 in progress and interest on the unpaid balance of the reimbursable costs of XM Work \#6 in accordance with this Contract is the Department of the Treasury rate as of the beginning of the Fiscal Year in which XM Work \#6 is commenced, on the basis of average market yields on outstanding marketable obligations of the United States with the remaining periods of maturity comparable to the applicable reimbursement period of the project, adjusted to the nearest $1 / 8$ of 1 percent on the unamortized balance of any portion of the Repayment Obligation. Interest accrual shall commence on each date funds are advanced by the United States to the Contractor and be computed on an annual basis on the unpaid balance of the reimbursable costs of XM Work, as determined by the Contracting Officer.
(c) The first installment shall be due and payable on or before XXXXX 1 of the Year following the date on which the Contracting Officer determines and notifies the Contractor in writing that the XM Work \#6 is substantially complete.
(d) The Contractor will repay the total Repayment Obligation over a period of 15 years from the date on which the Contracting Officer determines that the XM Work \#6 is substantially complete. As soon as practicable following the determination that the XM Work \#6 is substantially complete, and after consultation with the Contractor, the Contracting Officer shall provide the Contractor with a repayment schedule requiring equal annual installments over a period of 15 years, which schedule shall be incorporated into this Contract as Exhibit "A", which

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potential start of 15 year conflict

131 may be updated by the Contracting Officer without amendment of this Contract. (e) The
132 Contractor may, at any time, prepay all or a portion of the unpaid Repayment Obligation balance as provided herein without penalty, notwithstanding any interest accrued.

## PRESERVATION OF EXISTING CONTRACT

6. Except as specifically provided herein, the Existing Contract shall continue in full force and effect as originally written, executed, and amended.

## SEVERABILITY

7. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provisions would result in such a material change so as to cause the fundamental benefits afforded the parties to this Contract to become unavailable or materially altered.


ENVIRONMENTAL COMPLIANCE

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Commented [TS6]: parties determine that... -SLDMWA proposed language SLDMWA Exhibit \#5
9. (a) The Contractor will comply with any applicable environmental measures contained in any environmental documentation prepared in connection with the XM Work \#6.
(b) The Contractor will comply with all Federal, state, local, and tribal law, and requirements imposed for protection of the environment and Indian trust assets, including, but not limited to, the Native American Graves Protection and Repatriation Act (Pub. L. 101601, 104 Stat. 3048, 25 U.S.C. §3001 et seq.) and the Archaeological Resources Protection Act of 1979 (Pub. L. 96-95, 93 Stat. 721, 16 U.S.C. §470aa et seq.).

## CONTRACTS WITH THIRD PARTIES

10. (a) The Contractor shall advertise each construction (as "construction" is defined in the Federal Acquisition Regulations (FAR) at 48 C.F.R. §2.101), equipment, or supply contract exceeding $\$ 25,000$ (twenty-five thousand dollars) for competitive bidding. Any action proposed by the Contractor other than making the award to the lowest responsible bidder shall be subject to the Contracting Officer's approval.
(b) For all construction contracts exceeding $\$ 100,000$ (one hundred thousand dollars), the Contractor shall require construction contractors to furnish performance and payment bonds, each in amounts equal to at least 100 percent of the contract price. For construction contracts exceeding $\$ 30,000$ (thirty thousand dollars), but not exceeding $\$ 100,000$ (one hundred thousand dollars), the Contracting Officer shall select at least two of the payment protections set forth in the FAR at 48 C.F.R. § 28.102-1(b)(1), and the Contractor shall require the construction contractor to secure one of the selected protections. Supply and equipment contractors may be required to furnish performance bonds on supply or equipment contracts exceeding $\$ 100,000$ (one hundred thousand dollars) when the contract calls for substantial progress payments before delivery of end items.
(c) The United States shall not be a party to or obligated in any manner by contracts entered into between the Contractor and other parties pursuant to this Contract.

## FAILURE TO COMPLETE WORK

11. (a) In the event that the Contractor fails to complete the work to be performed pursuant to this Contract for any reason other than the failure of the United States to appropriate and allocate funds, the Contractor shall, upon receipt of written notice from the Contracting Officer, suspend payment on all current contracts and return to the United States any unexpended balance of funds advanced by the United States and contributed by the Contractor in such amounts as determined to be equitable by the Contracting Officer. Following delivery of the notice, the Contracting Officer may adopt either of the following two alternatives:
(1) Perform, or cause to be performed, all or any part of the work remaining under this Contract and within the limits of the funds provided herein by the United States and by the Contractor for the XM Work \#6, as well as operate and maintain the project concurrently. The Contractor shall transfer to the United States custody and use of all equipment, materials, and supplies used or useful in the performance of the work; permit the United States, its contractors, and its agents ingress to and egress from lands, project works, and facilities of the Contractor for the performance of such work; and assign to the United States the Contractor's interest in any contract for the performance of work or the supplying of equipment or material in connection with such work where requested by the United States and agreed to by the other contracting party; or
(2) Declare the XM Work \#6 substantially complete within the provisions of this Contract by giving written notice to the Contractor that (a) the construction work on a feature is substantially complete, or (b) the feature is providing benefits and services for the intended purpose(s), or (c) the feature is generating revenue, where applicable. Repayment of the Repayment Obligation shall be carried out in accordance with the provisions of this Contract; Provided, That the first annual payment shall become due in the year following the year in which the Contractor is notified of such declaration of completion.
(b) In the event the United States shall proceed as provided in (a)(1) of this Article, the United States may, at any time and regardless of the progress of work performed thereunder, declare the XM Work \#6 complete by giving written notice thereof to the Contractor, in which event the provisions of (a)(2) of this Article shall apply; Provided, That the loan obligation shall not exceed the limitation specified in this Contract, including all expenditures made pursuant to provisions of (a)(1) of this Article.
(c) Upon giving written notice of XM Work \#6 completion to the Contractor as provided above, the United States shall have the right, without further notice, to take over the care, operation, and maintenance.

## OPERATION AND MAINTENANCE OF XM WORK \#6

12. (a) Upon substantial completion of the XM Work \#6, or as otherwise determined by the Contracting Officer, and following written notification, the care, operation, and maintenance of any or all of the XM Work \#6 may be transferred to the Contractor. Title to the Transferred Works will remain in the name of the United States, unless otherwise provided by the Congress of the United States.
(b) The Contractor, without expense to the United States, shall care for, operate, and maintain the Transferred Works in full compliance with the terms of this Contract and in such a manner that the Transferred Works remain in good and efficient condition.
(c) Necessary repairs of the Transferred Works shall be made promptly by the Contractor. In case of unusual conditions or serious deficiencies in the care, operation, and maintenance of the transferred works threatening or causing interruption of water service, the Contracting Officer may issue to the Contractor a special written notice of those necessary repairs. Except in the case of an emergency, the Contractor will be given 60 days to either make
the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer. In the case of an emergency, or if the Contractor fails to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer within 60 days of receipt of the notice, the Contracting Officer may cause the repairs to be made, and the cost of those repairs shall be paid by the Contractor as directed by the Contracting Officer.
(d) The Contractor shall not make any substantial changes in the Transferred Works without first obtaining written consent of the Contracting Officer. The Contractor shall ensure that no unauthorized encroachment occurs on Transferred Works land and rights-of-way.
(e) The Contractor agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other duties of the Contractor or the United States on Transferred Works required under this Contract, regardless of who performs those duties. The Contractor does not agree to indemnify the United States for any damages arising from intentional torts or malicious actions committed by employees of the United States.
(f) The Contractor shall cooperate with the Contracting Officer in implementing an effective dam safety program. The United States agrees to provide the Contractor and the appropriate agency of the State in which the Project facilities are located with design data, designs, and an operating plan for the dam(s) and related facilities consistent with the current memorandum of understanding between the United States and the State of California relating to the coordination of planning, design, construction, operation, and maintenance processes for dams and related facilities.
(g) In the event the Contractor is found to be operating the Transferred Works or any part thereof in violation of this Contract, and/or the Existing Contract, or the Contractor is found to be failing any financial commitments or other commitments to the United States under the terms and conditions of this Contract, and/or the Existing Contract, then upon the election of the Contracting Officer, the United States may take over from the Contractor the care, operation, and maintenance of the Transferred Works by giving written notice to the Contractor of such election and the effective date thereof. Thereafter, during the period of operation by the United States, upon notification by the Contracting Officer the Contractor shall pay to the United States, annually in advance, the cost of operation and maintenance of the works as determined by the Contracting Officer. Following written notification from the Contracting Officer the care, operation, and maintenance of the works may be transferred back to the Contractor.
(h) In addition to all other payments to be made by the Contractor under this Contract, the Contractor shall reimburse to the United States, following the receipt of a statement from the Contracting Officer, all miscellaneous costs incurred by the United States for any work involved in the administration and supervision of this Contract.

## EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE

13. (a) The Contracting Officer may, from time to time, examine the following: the Contractor's books, records, and reports; the project works being operated by the Contractor; the adequacy of the operation and maintenance program; the reserve fund; and the water conservation program including the water conservation fund, if applicable. Notwithstanding title ownership, where the United States retains a financial, physical, or liability interest in facilities either constructed by the United States or with funds provided by the United States, the Contracting Officer may examine any or all of the project works providing such interest to the United States.
(b) The Contracting Officer may, or the Contractor may ask the Contracting Officer to, conduct special inspections of any project works being operated by the Contractor and special audits of the Contractor's books and records to ascertain the extent of any operation and maintenance deficiencies to determine the remedial measures required for their correction and to assist the Contractor in solving specific problems. Except in an emergency, any special inspection or audit shall be made only after written notice thereof has been delivered to the Contractor by the Contracting Officer.
(c) The Contractor shall provide access to the project works, operate any mechanical or electrical equipment, and be available to assist in the examination, inspection, or audit.
(d) The Contracting Officer shall prepare reports based on the examinations, inspections, or audits and furnish copies of such reports and any recommendations to the Contractor.
(e) The costs incurred by the United States in conducting operation and maintenance examinations, inspections, and audits and preparing associated reports and recommendations related to high- and significant-hazard dams and associated facilities shall be nonreimbursable. Associated facilities include carriage, distribution, and drainage systems; pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries; river channelization features; rural/municipal water systems; desalting and other water treatment plants; maintenance buildings and service yards; facilities constructed under Federal loan programs (until paid out); and recreation facilities (reserved works only); and any other facilities as determined by the Contracting Officer.
(f) Expenses incurred by the Contractor, as applicable, in participating in the operation and maintenance site examination will be borne by the Contractor.
(g) Requests by the Contractor for consultations, design services, or modification reviews, and the completion of any operation and maintenance activities identified in the formal recommendations resulting from the examination (unless otherwise noted) are to be
funded as project operation and maintenance and are reimbursable by the Contractor to the extent of current project operation and maintenance allocations.
(h) Site visit special inspections that are beyond the regularly scheduled operation and maintenance examinations conducted to evaluate particular concerns or problems and provide assistance relative to any corrective action (either as a follow up to an operation and maintenance examination or when requested by the Contractor) shall be nonreimbursable.
(i) The Contracting Officer may provide the State an opportunity to observe and participate in, at its own expense, the examinations and inspections. The State may be provided copies of reports and any recommendations relating to such examinations and inspections.

## CHARGES FOR DELINQUENT PAYMENTS

14. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.
(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.
(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

## BOOKS, RECORDS, AND REPORTS

15. (a) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine
and make copies of the other party's books and records relating to matters covered by this Contract.
(b) Nothing in this Article 14 shall be construed to limit or constrain the

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ability of the Contracting Officer to conduct contract compliance reviews of this Contract in accordance with Federal reclamation law and policy.

## GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

16. (a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligations to the Contractor.
(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract.

## NOTICES

17. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Executive Director, San Luis \& Delta-Mendota Water Authority, PO Box 2157, Los Banos, California 93635 . The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article 16 for other notices.

## CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

18. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT
19. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

PROTECTION OF WATER AND AIR QUALITY
20. (a) Project facilities used by the Contractor to make available and deliver water to the Contractor's water users shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: Provided, That the United States does not warrant the quality of the water delivered and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered.
(b) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or Project water provided by the Contractor.
(c) This Article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

## CLEAN AIR AND WATER

21. (a) The Contractor agrees as follows:
(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. § 7414), and section 308 of the Clean Water Act (33 U.S.C. § 1318), relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in those sections, and all applicable regulations and guidelines issued thereunder.
(2) That no portion of the work required by this Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Contract was executed unless and until the Environmental Protection Agency eliminates the name of such facility or facilities from such listing.
(3) To use its best efforts to comply with clean air standards and clean water standards at the facility where the XM Work \#6 is being performed.
(4) To insert the substance of the provisions of this Article into any nonexempt subcontract, including this subparagraph (a)(4).
(b) The following definitions apply for purposes of this Article:
(1) The term "Clean Air Act" means the Act enacted by Pub. L. 88-206 of Dec. 17, 1963, and amendments thereto, as codified at 42 U.S.C. § 7401, et seq.
(2) The term "Clean Water Act" means the Act enacted by Pub. L. 92500 of Oct. 18, 1972, and amendments thereto, as codified at 33 U.S.C. § 1251, et seq.
(3) The term "clean air standards" refers to all enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, and other
requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Clean Air Act (42 U.S.C. § 7410), an approved implementation procedure or plan under subsection 111(c) or subsection 111(d) of the Clean Air Act (42 U.S.C. § 7411(c) or (d)), or an approved implementation procedure under subsection 112(d) of the Clean Air Act (42 U.S.C. § 7412(d)).
(4) The term "clean water standards" refers to all enforceable limitations, controls, conditions, prohibitions, standards, and other requirements which are promulgated pursuant to the Clean Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by section 402 of the Clean Water Act (33 U.S.C. § 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Clean Water Act (33 U.S.C. § 1317).
(5) The term "comply" refers to compliance with clean air or water standards. It also refers to compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency in accordance with the requirements of the Clean Air Act or Clean Water Act and regulations issued pursuant thereto.
(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations owned, leased, or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

## CHANGES IN CONTRACTOR'S ORGANIZATION

22. While this Contract is in effect, no change may be made in the Contractor's organization which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

## ASSIGNMENT LIMITED-SUCCESSORS AND ASSIGNS OBLIGATED

23. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

## EQUAL EMPLOYMENT OPPORTUNITY

24. During the performance of this Contract, the Contractor agrees as follows:
(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.
(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers’ representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(d) The Contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(e) The Contractor will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for
noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

## COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

25. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.
(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.
(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.
(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

## CERTIFICATION OF NONSEGREGATED FACILITIES

26. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $\$ 10,000$ which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

## NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $\$ 10,000$ which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

## PEST MANAGEMENT

27. The Contractor and any of its subcontractors are responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this Contract, including but not limited to, the Department of the Interior Manual, Part 517 Integrated Pest Management Policy and Part 609 Weed Control Program, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

## MEDIUM FOR TRANSMITTING PAYMENTS

28. (a) All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.
(b) Upon execution of the Contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

## RULES, REGULATIONS, AND DETERMINATIONS

29. The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its provisions, the laws of the United States and the State of California, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

## CONTRACT DRAFTING CONSIDERATIONS

30. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

UNITED STATES OF AMERICA

By:
Regional Director, Mid-Pacific Region
Bureau of Reclamation
(SEAL)
SAN LUIS \& DELTA-MENDOTA WATER AUTHORITY

By:
President of the Board of Directors
Attest:

By:
$\qquad$

## EXHIBIT A

San Luis \& Delta-Mendota Water Authority Delta Division, Central Valley Project

PAYMENT SCHEDULE

## Unit 6 Rewind Funding Options

| Total Estimated Project Cost | $\$$ | $5,250,000$ |
| :--- | :--- | :--- | :--- |
| Need SLDMWA Contribution | $\$$ | $1,200,000 \quad$ (75\% of Reserve Fund Balance) |

If SLDMWA contribution is from Reserve Account- Contribution must be toward Unit 6 Rewind Work to reduce funding from Reclamation
Reserve withdrawal amount will need to be repaid within 5 years.
If SLDMWA contribution is from additional expenditure, it can be toward any XM Work at the JPI

| Option 1 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Reserve | Previous <br> Expenditure | Additional <br> Expenditure for <br> JPP | Total |  |  |
| SLDMWA | $\$$ | 804,734 | $\$$ | 395,266 | $\$$ |  |



|  | Annual <br> Repayment (15 <br> Year Term) |
| :---: | :---: |
| $\$$ | 342,571 |


| Total | $\$ 5,250,000$ |
| :--- | ---: |


|  |  |  |  |
| :---: | :---: | :---: | :--- |
| Annual <br> Repayment (15 <br> Year Term) | Annual <br> Repayment to <br> Reserve Account <br> (5 years) | Total (Year 1-5) | Total (Year 6-15) |
| $\$ \quad 342,571$ | $\$ 160,946.80$ | $\$ r$ | $503,517.34$ |



## Unit 6 Rewind Funding Options

| Total Estimated Project Cost | $\$$ | $5,250,000$ |
| :--- | :--- | :--- | :--- |
| Need SLDMWA Contribution | $\$$ | $1,200,000 \quad$ (75\% of Reserve Fund Balance) |

If SLDMWA contribution is from Reserve Account- Contribution must be toward Unit 6 Rewind Work to reduce funding from Reclamation
Reserve withdrawal amount will need to be repaid within 5 years.
If SLDMWA contribution is from additional expenditure, it can be toward any XM Work at the JPI

| Option 3 |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Reserve | Previous Expenditure | Additional Expenditure for JPP | Total |  |
| SLDMWA | \$ 1,200,000 |  |  |  | 1,200,000 |



| Annual <br> Repayment (15 <br> Year Term) |  |
| :---: | :---: |
| $\$$ | 311,985 |


| Total | $\$ 5,250,000$ |
| :--- | ---: |


| Annual <br> Repayment (15 Year Term) | Annual <br> Repayment to Reserve Account (5 years) | Total (Year 1-5) | Total (Year 6-15) |
| :---: | :---: | :---: | :---: |
| \$ 311,985 | \$ 240,000.00 | \$ 551,984.92 | \$ 311,985 |



| Type: Facility: EO\&M No. Project Title |  |  |  | 2019 | 2020 | 2021 | 2022 | $\underline{2023}$ | $\underline{2024}$ | 2025 | $\underline{2026}$ | $\underline{2027}$ | 2028 | $\underline{2029}$ | 2030 | 2031 | 2032 | 2033 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| EXTRA | OXINAR | MAITENAN | Rehabilitate Pump Assemblies Program | 918200 | 944400 | 896100 | 922900 | 550000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | ONP | M2012004 | Rehabilitate Penstocks Interiors | 490600 | 494900 | 383000 | 395000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | DMC | C2016001 | DMC Road Repair (MP 102.04R to MP 110.85R) | 470400 | 603700 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | DMC | C2009007 | Check Structure Stoplog \& Guide Replacement (Checks 14-20) | 319700 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | DMC | C1997002 | O\&M Road Maintenance Program | 127800 | 129400 | 130200 | 134100 | 138100 | 142300 | 146500 | 150900 | 155500 | 160200 | 165000 | 69900 | 175000 | 80300 | 85700 |
| M | DMC | M2012002 | DMC Turnout Fow Measurement Improvements (1/2 CCID) | 107800 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | TFO | M2015002 | Domestic Water Treatment Plant Replacement |  | 126100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | DMC | C2015004 | DMC 5 Yr Subsidence Survey | 0 | 75000 | 0 | 0 | 0 | 0 | 87000 | 0 | 0 | 0 | 0 | 100800 | 0 | 0 | 0 |
| M | ONP | M1994024 | Rehabilitate ONP Motor Air Coolers | 0 | 0 | 270900 | 0 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | ONP | E1995005 | Main Transformer Rehabilitation | 0 | 0 | 176240 | 180900 | 186300 | 192000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | JPP | E2014006 | Plant SCADA System Upgrade | 0 | 0 | 175000 | 180100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | DMC | C2006001 | DMC Subsidence \& Conveyance Capacity Study | 0 | 0 | 50000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | TFO | C2017002 | Retaining Wall and Drainage Ditch Repairs | 0 | 0 | 50000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | ONP | E2015002 | Arc Flash Study - OPP | 0 | 0 | 40400 | 0 | 0 | 0 | 0 | 46800 | 0 | 0 | 0 | 0 | 54300 | 0 | 0 |
| M | JPP | M2016001 | Purchase Wear Rings for Pumps | 0 | 0 | 0 | 300100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | TFO | E2015001 | Arc Flash Study - TFO \& LBFO Facilities | 0 | 0 | 0 | 38400 | 0 | 0 | 0 | 0 | 44600 | 0 | 0 | 0 | 0 | 51700 | 0 |
| M | DMC | C2015001 | Concrete Lining Repair (MP92 to MP97) |  | 0 | 0 | 0 | 305000 | 312500 | 0 | 0 |  | 0 | 0 | 0 | 0 | 0 | 0 |
| M | JPP | E2015003 | Arc Flash Study - JPP | 0 | 0 | 0 | 0 | 105000 | 0 | 0 | 0 | 0 | 121700 | 0 | 0 | 0 | 141100 | 0 |
| M | JPP | M2015003 | Rehabilitate Coating on Pump Casings | 0 | 0 | 0 | 0 | 100000 | 103000 | 106100 | 0 |  | 0 | 0 | 0 | 0 | 0 | 0 |
| M | JPP | E2009005 | JPP Excitation Cabinet \& Control Panel Refurbishment | 0 | 0 | 0 | 0 |  | 1245200 | 914294 | 939724 | 967916 | 996953 | 1026862 | 0 | 0 | 0 | 0 |
| M | ONP | M1994022 | Recondition ONP Cooling Water System | 0 | 0 | 0 | 0 | 0 | 250000 | 0 | 0 |  |  |  | 0 | 0 | 0 | 0 |
| M | ONP | E2009003 | Protective Relay/Control Panel/SCADA Replacement | 0 | 0 | 0 | 0 | 0 | 227900 | 235200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | DMC | C2017003 | Turnout Gate \& Trashrack Replacement Program | 0 | 0 | 0 | 0 | 0 | 20000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | JPP | C2009001 | Retaining Wall Rehabilitation | 0 | 0 | 0 | 0 | 0 | 75000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | DMC | C1996012 | Intake Channel Embankment Stabiilization | 0 | 0 | 0 | 0 | 0 | 0 | 300000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | DMC | C2009009 | Road Rehabilitation (MP 111.51-MP 115.6) | 0 | 0 | 0 | 0 | 0 | 0 | 98600 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | ONP | M1999002 | Unit Woodward Governor Replacement (All Units) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 300000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | DMC | C2009003 | Wasteway Capacity Restoration | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 75000 | 0 | 250000 | 257500 | 0 | 0 | 0 | 0 |
| M | JPP | E2009004 | UPS Batery Replacement | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 75000 | 0 | 0 | 0 | 0 | 0 | 0 |
| M | ONP | M2017001 | OPP Shatt Sleeve Manufacturing | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 88600 | 0 | 0 | 0 | 0 | 0 |
| M | TFO | M2010001 | Domestic/Potable Wateriline Replacement | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20000 | 0 | 0 |
| s | JPP | M2015004 | Fire Protection System Assessement | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25000 | 0 |  | 0 | 0 |
| s | ONP | M2015005 | Fire Protection System Assessement | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25000 | 0 | 0 | 0 | 0 |
| s | ${ }_{\text {JPP }}$ | C1994008 | Dredge JPP Intake Channel | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 300000 | 0 | 0 | 0 | 00000 |
| s | JPP | E1994017 | Install Adiustable Speed Controller (1 Unit) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  | 0 | 0 | 4000000 | 0 | 0 | 0 |
| s | ONP | C1994006 | Dredge OPP Intake Channel | 0 | 0 | 0 | 0 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 500000 | 0 | 0 |
| s | DMC | C1994009 | Rehabilitate Timber Farm Bridges | 0 | 0 | 0 | 0 | 0 | 0 |  | 0 |  | 0 | 0 | 0 | 250000 | 250000 | 250000 |
| v | ALL | V1999001 | Heavy Equipment Replacement Program | 549000 | 777900 | 402700 | 360200 | 371000 | 331700 | 0 | 32900 | 0 | 16800 | 280000 | 205000 | 198300 | 514300 | 548400 |
| v | ALL | V1999002 | Vehicle Replacement Program | 238500 | 276000 | 175900 | 29900 | 165600 | 132000 | 170800 | 207200 | 231600 | 48400 | 155000 | 185000 | 135000 | 135000 | 165000 |
|  |  |  | Extraordinary Maintenance Projects FY Totals | 3,222,000 | 3,427,400 | 2,750,440 | 2,541,600 | s 1,921,000 | \$ 3,211,600 | \$ 2,058,994 | 1,752,524 | \$ 1,474,616 | \$ 1,682,653 | s 2,234,362 | \$ 4,660,700 | \$ 1,512,600 | 1,272,400 | 3,149,100 |
|  | Projects Proposed to be financed by reclamation jo. |  | No. of Projects | 6 |  | , |  | , |  | 7 | 5 | ${ }^{4}$ | 5 | ${ }^{6}$ | ${ }^{3}$ | 5 | ${ }^{4}$ | ${ }^{3}$ |
| PROJEC |  |  | Unit Rewinds (Rotor \& Stator) All Units | 5407500 | 5569725 | 5736817 | 5908921 | 6086189 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RX | ONP | E2004002 | Unit Rotor \& Stator Rewind (All Units) | , | 0 | 0 | - | 0 | 1500000 | 1545000 | 1591000 | 1639000 | 1688000 | 1739000 | 0 | 0 | 0 | 0 |
| RX | DMC | C2015003 | Canal Modification Due to Subsidence | 0 |  | 0 | 0 | 0 | 50000 | 1500000 | 1545000 | 0 |  | 0 | 0 |  | 0 | 0 |
| RX | ONP | E2015005 | Station Service \& Distribution Equipment Replacement |  | 0 | 0 | 0 |  | 0 | 50000 | 515000 | 530000 | 0 | 0 | 0 |  | 0 | 0 |
| RX | DMC | C2015006 | Replace DMC Althea Ave Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1500000 | 1545000 | 0 | 0 |
| RX | DMC | C2015005 | Replace DMC Russell Ave Bridge | 0 | 0 |  | 0 | 0 | , | 0 | 0 | 0 | - | 0 | 0 | 0 | 1500000 | 1545000 |
| Projects Funded by OTHERS FY Totals |  |  |  | \$ 5,407,500 | 5,569,725 | 5,736,817 | 5,908,921 | S 6,086,189 | \$ 1,550,000 | \$ 3,545,000 | \$ 3,651,000 | 2,169,000 | \$ 1,688,000 | 1,739,000 | \$ 1,500,000 | \$ 1,545,000 | \$ 1,500,000 | \$ 1,545,000 |
| GRAND TOTAL for FY <br> Total No. of Projects in FY |  |  |  | \$8,629,500 | \$ 8,997,125 | \$8,487,257 | \$ 8,450,521 | \$ 8,007,189 | \$ 4,761,600 | \$ 5,603,494 | \$ 5,403,524 | \$ 3,643,616 | \$ 3,370,653 | \$ 3,973,362 | \$ 6,160,700 | \$ 3,057,600 | \$ 2,772,400 | \$4,694,100 |
|  |  |  |  | 7 | 7 10 |  | $\begin{array}{ll}8 & 7\end{array}$ |  | 11 |  |  | ${ }_{6}$ | 6 | 7 | 4 | 6 | 5 | 4 |

## REPAYMENT OPTION 1 (Use \$804.7K from Emergency Reserves and an offset of \$395.3K for previous JPP Projects for Total of \$1.2M)

| RX | JPP | E1999001 | JPP Unit Rewinds (All Units) 15 yr Repayment Plan | \$ 342,571 | 761,292 | \$ 1,194,321 | \$ 1,642,143 | \$ 2,105,259 | \$ 2,584,190 | \$ 2,584,190 | \$ 2,584,190 | \$ 2,584,190 | \$ 2,584,190 | \$ 2,584,190 | \$ 2,584,190 | \$ 2,584,190 | \$ 2,584,190 | \$ 2,584,190 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| RX | ONP | E2004002 | OPP Unit Rewinds (All Units) 15 yr Repayment Plan |  |  |  |  |  | 118,684 | 240,929 | 366,773 | 496,455 | \$ 630,014 | 767,609 | \$ 767,609 | \$ 767,609 | 767,609 | 767,609 |
| RX | DMC | C2015003 | Canal Modification Due to Subsidence 15 yr Repayment Plan |  |  |  |  |  |  | 118,684 | 240,929 | 240,929 | \$ 240,929 | 240,929 | \$ 240,929 | \$ 240,929 | 240,929 | 240,929 |
| RX | ONP | E2015005 | Station Service \& Distribution Equipment Replacement 15 yr Repayment Plan |  |  |  |  |  |  | 39,562 | 80,311 | 122,246 | \$ 122,246 | 122,246 | 122,246 | \$ 122,246 | 122,246 | 122,246 |
| RX | DMC | C2015006 | Replace DMC Althea Ave Bridge 15 yr Repayment Plan |  |  |  |  |  |  |  |  |  |  |  | \$ 118,684 | 240,929 | 240,929 | 240,929 |
|  | DMC | C2015005 | Replace DMC Russell Ave Bridge 15 yr Repayment Plan |  |  |  |  |  |  |  |  |  |  |  |  |  | 118,684 | 240,929 |
|  |  |  | Reserve Fund Annual Repayment Obligation | \$ 160,947 | 160,947 | \$ 160,947 | \$ 160,947 | \$ 160,947 |  |  |  |  |  |  |  |  |  |  |
|  |  |  | total anticipated debt repayment obligation | 503,517 | \$ 922,239 | \$ 1,355,268 | \$ 1,803,089 | \$ 2,266,206 | \$ 2,702,874 | \$ 2,983,365 | \$ 3,272,203 | \$ 3,443,820 | \$ 3,577,379 | \$ 3,714,974 | \$ 3,833,658 | \$ 3,955,903 | \$ 4,074,587 | \$ 4,196,832 |
|  |  |  | Extraordinary Maintenance Projects FY Totals | \$ 3,222,000 | \$ 3,427,400 | \$ 2,750,440 | \$ 2,541,600 | \$ 1,921,000 | \$ 3,211,600 | \$ 2,058,494 | \$ 1,752,524 | \$ 1,474,616 | \$ 1,682,653 | \$ 2,234,362 | \$ 4,660,700 | \$ 1,512,600 | \$ 1,272,400 | \$ 3,149,100 |
|  |  |  | TOTAL ANNUAL EO\&M FUNDING REQUIRED | \$ 3,725,517 | \$ 4,349,639 | \$ 4,105,708 | \$ 4,344,689 | \$ 4,187,206 | \$ 5,914,474 | \$ 5,041,859 | \$ 5,024,727 | \$ 4,918,436 | \$ 5,260,032 | \$ 5,949,336 | \$ 8,494,358 | \$ 5,468,503 | \$ 5,346,987 | \$ 7,345,932 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 15 Year Total |  | 79,477,405 |

## REPAYMENT OPTION 3 (Use \$1.2 M from Emergency Reserves)

ANNUAL FUNDING REOUIREMENT FOR RECLAMATION FINANCED PROJECTS

| RX | JPP | E1999001 | JPP Unit Rewinds (All Units) 15 yr Repayment Plan | 311,985 | 730,707 | \$ 1,163,736 | \$ 1,611,557 | \$ 2,074,674 | \$ 2,553,604 | \$ 2,553,604 | \$ 2,553,604 | \$ 2,553,604 | \$ 2,553,604 | \$ 2,553,604 | \$ 2,553,604 |  | 2,553,604 |  | 2,553,604 | \$ 2,553,604 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| RX | ONP | E2004002 | OPP Unit Rewinds (All Units) 15 yr Repayment Plan |  |  |  |  |  | 118,684 | 240,929 | 366,773 | 496,455 | 630,014 | 767,609 | 767,609 |  | 767,609 | \$ | 767,609 | 767,609 |
| RX | DMC | C2015003 | Canal Modification Due to Subsidence 15 yr Repayment Plan |  |  |  |  |  |  | 118,684 | 240,929 | 240,929 | 240,929 | 240,929 | 240,929 |  | 240,929 | \$ | 240,929 | 240,929 |
| RX | ONP | E2015005 | Station Service \& Distribution Equipment Replacement 15 yr Repayment Plan |  |  |  |  |  |  | 39,562 | 80,311 | 122,246 | 122,246 | 122,246 | 122,246 |  | 122,246 | \$ | 122,246 | 122,246 |
| RX | DMC | C2015006 | Replace DMC Althea Ave Bridge 15 yr Repayment Plan |  |  |  |  |  |  |  |  |  |  |  | 118,684 |  | 240,929 |  | 240,929 | 240,929 |
| RX | DMC | C2015005 | Replace DMC Russell Ave Bridge 15 yr Repayment Plan |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 118,684 | 240,929 |
|  |  |  | Reserve Fund Annual Repayment Obligation | 240,000 | 240,000 | \$ 240,000 | \$ 240,000 | \$ 240,000 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | total anticipated debt repayment obligation | 551,985 | 970,707 | \$ 1,403,736 | \$ 1,851,557 | \$ 2,314,674 | \$ 2,672,288 | \$ 2,952,779 | \$ 3,241,617 | \$ 3,413,234 | \$ 3,546,793 | \$ 3,684,388 | \$ 3,803,072 |  | 3,925,317 |  | 4,044,001 | \$ 4,166,246 |
|  |  |  | Extraordinary Maintenance Projects FY Totals | \$ 3,222,000 | \$ 3,427,400 | \$ 2,750,440 | \$ 2,541,600 | \$ 1,921,000 | \$ 3,211,600 | \$ 2,058,494 | \$ 1,752,524 | \$ 1,474,616 | \$ 1,682,653 | \$ 2,234,362 | \$ 4,660,70 |  | 1,512,600 |  | 1,272,400 | \$ 3,149,100 |
|  |  |  | TOTAL ANNUAL EO\&M FUNDING REQUIRED | \$ 3,773,985 | \$ 4,398,107 | \$ 4,154,176 | \$ 4,393,157 | \$ 4,235,674 | \$ 5,883,888 | \$ 5,011,273 | \$ 4,994,141 | \$ 4,887,850 | \$ 5,229,446 | \$5,918,750 | \$ 8,463,772 |  | 5,437,917 |  | 5,316,401 | \$ 7,315,3 |

## OPTION 1

## (Use of $\$ 804.7 \mathrm{~K}$ from Reserve Fund and receive an offset of $\$ 395.3 \mathrm{~K}$ for previous JPP Projects)

Department of Treasury Rates

| As of | October-17 |
| :---: | ---: |
| Term | Rate $^{*}$ |
| 15 | $1.750 \%$ |

## Notes:

*Rates are based on assumptions provided by the Bureau of Reclamation; rates effective for Fiscal Year 2017.

| Unit 6 Project Cost | $\mathbf{\$ 4 , 4 4 5 , 2 6 6 . 0 0}$ |
| :---: | :---: | :---: |
| XM Work Commencement | February-18 |


| Term | Rate* | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $1.750 \%$ | $\$ 342,570.54$ |


| Unit 2 Project Cost | $\$ 5,407,500.00$ |
| :---: | ---: |
| XM Work Commencement | February-19 |


| Term | Rate | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $1.800 \%$ | $\$ 418,721.95$ |


| Unit 1 Project Cost | $\$ 5,569,725.00$ |
| :--- | :--- |


| Term | Rate | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $1.850 \%$ | $\$ 433,028.71$ |


| Unit 4 Project Cost | $\$ 5,736,816.75$ |
| ---: | ---: |
| XM Work Commencement | February-21 |


| Term | Rate | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $1.900 \%$ | $\$ 447,821.42$ |


| Unit 3 Project Cost | $\$ 5,908,921.25$ |
| :--- | :--- |

XM Work Commencement February-22

| Term | Rate | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $1.950 \%$ | $\$ 463,116.51$ |


| Unit 5 Project Cost | $\mathbf{\$ 6 , 0 8 6 , 1 8 8 . 8 9}$ |
| :---: | ---: |
| XM Work Commencement | February-23 |


| Term | Rate | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $2.000 \%$ | $\$ 478,930.94$ |


|  | Breakdown of Aggregate Annual Repayments |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Date | 15-YR Term |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Unit 6 |  | Unit 2 |  | Unit 1 |  | Unit 4 |  | Unit 3 |  | Unit 5 |  | TOTAL |  |
| 1 | 2019 | \$ | 342,570.54 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | \$ - | \$ | 342,570.54 |
| 2 | 2020 |  | 342,570.54 |  | 418,721.95 |  | - |  | - |  | - |  | - |  | 761,292.49 |
| 3 | 2021 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | - |  | - |  | - |  | 1,194,321.20 |
| 4 | 2022 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | - |  | - |  | 1,642,142.62 |
| 5 | 2023 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | - |  | 2,105,259.13 |
| 6 | 2024 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,584,190.07 |
| 7 | 2025 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,584,190.07 |
| 8 | 2026 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,584,190.07 |
| 9 | 2027 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,584,190.07 |
| 0 | 2028 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,584,190.07 |
|  | 2029 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,584,190.07 |
| 2 | 2030 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,584,190.07 |
| 3 | 2031 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,584,190.07 |
| 4 | 2032 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,584,190.07 |
| 5 | 2033 |  | 342,570.54 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,584,190.07 |
| 6 | 2034 |  | - |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,241,619.53 |
| 7 | 2035 |  | - |  | - |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 1,822,897.58 |
| 8 | 2036 |  | - |  | - |  | - |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 1,389,868.87 |
| 9 | 2037 |  | - |  | - |  | - |  | - |  | 463,116.51 |  | 478,930.94 |  | 942,047.45 |
| 0 | 2038 |  | - |  | - |  | - |  | - |  | - |  | 478,930.94 |  | 478,930.94 |
|  | Total |  | 5,138,558.08 |  | 6,280,829.30 | \$ | 6,495,430.61 | \$ | 6,717,321.34 | \$ | 6,946,747.67 |  | \$ 7,183,964.07 |  | 38,762,851.07 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | true |

## OPTION 1

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM

| Total Unit 6 Project Costs | \$4,445,266.00 | (\$804,734 from Reserve) | Interest Rate | 1.750\% |
| :---: | :---: | :---: | :---: | :---: |
| Loan Amount | \$4,485,235.12 |  | Rate Increase | 0.00 |
| XM Work Commencement Repayment Term | February-18 | Enter up to 30 Includes Interest | *Reflects basis points TRUE |  |
|  | 15.00 |  |  |  |
|  | No accrued Interest |  |  |  |
| Annual Repayment | \$339,517.80 | \$342,570.54 |  |  |
| First Installment Date | December-19 |  |  |  |
| Apply Accrued Intere | st on Repyament Loan | YES | Enter "YES" or |  |


| Drawdown Schedule |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Drawdown | Outstanding Draw |  |  |  |
| Period | Schedule | Amount | Principal | Interest Accrual | Annual Payment |
| February-18 | \$0.00 | \$0.00 | \$0.00 | - | \$0.00 |
| March-18 | \$395,266.00 | \$395,266.00 | \$0.00 | - | \$0.00 |
| April-18 | \$750,000.00 | \$1,145,266.00 | \$0.00 | 576.43 | \$0.00 |
| May-18 | \$1,500,000.00 | \$2,645,266.00 | \$0.00 | 1,670.18 | \$0.00 |
| June-18 | \$500,000.00 | \$3,145,266.00 | \$0.00 | 3,857.68 | \$0.00 |
| July-18 | \$500,000.00 | \$3,645,266.00 | \$0.00 | 4,586.85 | \$0.00 |
| August-18 | \$200,000.00 | \$3,845,266.00 | \$0.00 | 5,316.01 | \$0.00 |
| September-18 | \$200,000.00 | \$4,045,266.00 | \$0.00 | 5,607.68 | \$0.00 |
| October-18 | \$150,000.00 | \$4,195,266.00 | \$0.00 | 5,899.35 | \$0.00 |
| November-18 | \$150,000.00 | \$4,345,266.00 | \$0.00 | 6,118.10 | \$0.00 |
| December-18 | \$100,000.00 | \$4,445,266.00 | \$0.00 | 6,336.85 | \$0.00 |
| Repayment Schedule |  |  |  |  |  |
|  | Drawdown | Outstanding Loan |  |  |  |
| Period | Schedule | Amount | Principal | Interest Accrual | Annual Payment |
| December-19 | \$0.00 | \$4,221,156.19 | \$264,078.92 | \$78,491.61 | \$342,570.54 |
| December-20 | \$0.00 | \$3,952,455.89 | 268,700.31 | 73,870.23 | \$342,570.54 |
| December-21 | \$0.00 | 3,679,053.33 | 273,402.56 | 69,167.98 | \$342,570.54 |
| December-22 | \$0.00 | 3,400,866.22 | 278,187.11 | 64,383.43 | \$342,570.54 |
| December-23 | \$0.00 | 3,117,810.84 | 283,055.38 | 59,515.16 | \$342,570.54 |
| December-24 | \$0.00 | 2,829,801.99 | 288,008.85 | 54,561.69 | \$342,570.54 |
| December-25 | \$0.00 | 2,536,752.99 | 293,049.00 | 49,521.53 | \$342,570.54 |
| December-26 | \$0.00 | 2,238,575.62 | 298,177.36 | 44,393.18 | \$342,570.54 |
| December-27 | \$0.00 | 1,935,180.16 | 303,395.47 | 39,175.07 | \$342,570.54 |
| December-28 | \$0.00 | 1,626,475.27 | 308,704.89 | 33,865.65 | \$342,570.54 |
| December-29 | \$0.00 | 1,312,368.05 | 314,107.22 | 28,463.32 | \$342,570.54 |
| December-30 | \$0.00 | 992,763.95 | 319,604.10 | 22,966.44 | \$342,570.54 |
| December-31 | \$0.00 | 667,566.78 | 325,197.17 | 17,373.37 | \$342,570.54 |
| December-32 | \$0.00 | 336,678.66 | 330,888.12 | 11,682.42 | \$342,570.54 |
| December-33 | \$0.00 | 0.00 | 336,678.66 | 5,891.88 | \$342,570.54 |
|  | Total | \$0.00 | \$4,485,235.12 | \$653,322.97 | \$ 5,138,558.08 |
|  |  |  | Rese | rve Withdrawal: | \$ 804,734.00 |
|  |  |  | Total | of All Payments: | \$ 5,943,292.08 |

## OPTION 1

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM

|  | Total Unit 6 Project Costs |  | \$5,407,500.00 |  |  <br> *Reflects basis points TRUE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Loan Amount | \$5,461,652.25 |  |  |  |
|  | XM Work Commencement |  | February-19 15.00 Enter up to 30 |  |  |  |
|  | Repayment Term |  |  |  |  |  |
|  |  |  | No accrued Interest | Includes Interest |  |  |
|  |  | ual Repayment | \$414,570.33 | \$418,721.95 |  |  |
|  | First | stallment Date | December-20 |  |  |  |
| Apply Accrued Interest on Repyament Loan |  |  |  | YES | Enter "YES" or "NO" |  |
|  | Drawdown Schedule |  |  |  |  |  |
|  |  | Drawdown | Outstanding Draw |  | Interest |  |
|  | Period | Schedule | Amount | Principal | Accrual | Annual Payment |
|  | February-19 | \$412,000.00 | \$412,000.00 | \$0.00 | - | \$0.00 |
|  | March-19 | \$824,000.00 | \$1,236,000.00 | \$0.00 | 618.00 | \$0.00 |
|  | April-19 | \$772,500.00 | \$2,008,500.00 | \$0.00 | 1,854.00 | \$0.00 |
|  | May-19 | \$1,545,000.00 | \$3,553,500.00 | \$0.00 | 3,012.75 | \$0.00 |
|  | June-19 | \$515,000.00 | \$4,068,500.00 | \$0.00 | 5,330.25 | \$0.00 |
|  | July-19 | \$515,000.00 | \$4,583,500.00 | \$0.00 | 6,102.75 | \$0.00 |
|  | August-19 | \$206,000.00 | \$4,789,500.00 | \$0.00 | 6,875.25 | \$0.00 |
|  | September-19 | \$206,000.00 | \$4,995,500.00 | \$0.00 | 7,184.25 | \$0.00 |
|  | October-19 | \$154,500.00 | \$5,150,000.00 | \$0.00 | 7,493.25 | \$0.00 |
|  | November-19 | \$154,500.00 | \$5,304,500.00 | \$0.00 | 7,725.00 | \$0.00 |
|  | December-19 | \$103,000.00 | \$5,407,500.00 | \$0.00 | 7,956.75 | \$0.00 |
|  | Repayment Schedule |  |  |  |  |  |
|  | Drawdown |  | Outstanding Loan | Interest |  |  |
|  | Period | Schedule | Amount | Principal | Annual Payment |  |
| 1 | December-20 | \$0.00 | \$5,141,240.04 | \$320,412.21 | \$98,309.74 | \$418,721.95 |
| 2 | December-21 | \$0.00 | \$4,815,060.40 | \$326,179.63 | 92,542.32 | \$418,721.95 |
| 3 | December-22 | \$0.00 | 4,483,009.54 | 332,050.87 | 86,671.09 | \$418,721.95 |
| 4 | December-23 | \$0.00 | 4,144,981.76 | 338,027.78 | 80,694.17 | \$418,721.95 |
| 5 | December-24 | \$0.00 | 3,800,869.48 | 344,112.28 | 74,609.67 | \$418,721.95 |
| 6 | December-25 | \$0.00 | 3,450,563.17 | 350,306.30 | 68,415.65 | \$418,721.95 |
| 7 | December-26 | \$0.00 | 3,093,951.36 | 356,611.82 | 62,110.14 | \$418,721.95 |
| 8 | December-27 | \$0.00 | 2,730,920.53 | 363,030.83 | 55,691.12 | \$418,721.95 |
| 9 | December-28 | \$0.00 | 2,361,355.14 | 369,565.38 | 49,156.57 | \$418,721.95 |
| 10 | December-29 | \$0.00 | 1,985,137.58 | 376,217.56 | 42,504.39 | \$418,721.95 |
| 11 | December-30 | \$0.00 | 1,602,148.11 | 382,989.48 | 35,732.48 | \$418,721.95 |
| 12 | December-31 | \$0.00 | 1,212,264.82 | 389,883.29 | 28,838.67 | \$418,721.95 |
| 13 | December-32 | \$0.00 | 815,363.63 | 396,901.19 | 21,820.77 | \$418,721.95 |
| 14 | December-33 | \$0.00 | 411,318.23 | 404,045.41 | 14,676.55 | \$418,721.95 |
| 15 | December-34 | \$0.00 | (0.00) | 411,318.23 | 7,403.73 | \$418,721.95 |
|  |  | Total | \$0.00 | \$5,461,652.25 | \$819,177.05 | \$6,280,829.30 |

## OPTION 1

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM



## OPTION 1

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM



## OPTION 1

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM



## OPTION 1

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM



# OPTION 3 (Use of \$1.2 M of Transfer Agreement Reserve Fund) 

Department of Treasury Rates

| As of | October-17 |
| :---: | :---: |
| Term | Rate* |
| 15 | $1.750 \%$ |

## Notes:

*Rates are based on assumptions provided by the Bureau of Reclamation; rates effective for Fiscal Year 2017.

| Unit 6 Project Cost | $\$ 4,050,000.00$ |
| :---: | ---: |
| XM Work Commencement | February-18 |


| Term | Rate* | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $1.750 \%$ | $\$ 311,984.92$ |


| Unit 2 Project Cost | $\$ 5,407,500.00$ |
| :---: | ---: |
| XM Work Commencement | February-19 |


| Term | Rate | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $1.800 \%$ | $\$ 418,721.95$ |


| Unit 1 Project Cost | $\$ 5,569,725.00$ |
| :--- | :--- |


| Term | Rate | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $1.850 \%$ | $\$ 433,028.71$ |


| Unit 4 Project Cost | $\$ 5,736,816.75$ |
| :---: | ---: |
| XM Work Commencement | February-21 |


| Term | Rate | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $1.900 \%$ | $\$ 447,821.42$ |


| Unit 3 Project Cost | \$5,908,921.25 |
| ---: | ---: |
| XM Work Commencement | February-22 |


| Term | Rate | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $1.950 \%$ | $\$ 463,116.51$ |


| Unit 5 Project Cost | $\$ 6,086,188.89$ |
| :---: | ---: |
| XM Work Commencement | February-23 |


| Term | Rate | Annual <br> Repayment |
| :---: | :---: | :---: |
| 15.00 | $2.000 \%$ | $\$ 478,930.94$ |


| Breakdown of Aggregate Annual Repayments |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Date | 15-YR Term |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Unit 6 |  | Unit 2 |  | Unit 1 |  | Unit 4 |  | Unit 3 |  | Unit 5 |  | TOTAL |  |
| 1 | 2019 | \$ | 311,984.92 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 311,984.92 |
| 2 | 2020 |  | 311,984.92 |  | 418,721.95 |  | - |  | - |  | - |  | - |  | 730,706.87 |
| 3 | 2021 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | - |  | - |  | - |  | 1,163,735.58 |
| 4 | 2022 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | - |  | - |  | 1,611,557.00 |
| 5 | 2023 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | - |  | 2,074,673.51 |
| 6 | 2024 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,553,604.45 |
| 7 | 2025 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,553,604.45 |
| 8 | 2026 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,553,604.45 |
| 9 | 2027 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,553,604.45 |
| 10 | 2028 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,553,604.45 |
| 11 | 2029 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,553,604.45 |
| 12 | 2030 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,553,604.45 |
| 13 | 2031 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,553,604.45 |
| 14 | 2032 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,553,604.45 |
| 15 | 2033 |  | 311,984.92 |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,553,604.45 |
| 16 | 2034 |  | - |  | 418,721.95 |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 2,241,619.53 |
| 17 | 2035 |  | - |  | - |  | 433,028.71 |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 1,822,897.58 |
| 18 | 2036 |  | - |  | - |  | - |  | 447,821.42 |  | 463,116.51 |  | 478,930.94 |  | 1,389,868.87 |
| 19 | 2037 |  | - |  | - |  | - |  | - |  | 463,116.51 |  | 478,930.94 |  | 942,047.45 |
| 20 | 2038 |  | - |  | - |  | - |  | - |  | - |  | 478,930.94 |  | 478,930.94 |
|  | Total |  | ,679,773.79 |  | 6,280,829.30 |  | ,495,430.61 | \$ | 6,717,321.34 |  | ,946,747.67 |  | ,183,964.07 |  | 38,304,066.77 |

## OPTION 3

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM




## OPTION 3

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM

|  | Total Unit 6 Project Costs |  | \$5,407,500.00 |  |  <br> *Reflects basis points TRUE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Loan Amount | \$5,461,652.25 |  |  |  |
|  | XM Work Commencement |  | February-19 15.00 Enter up to 30 |  |  |  |
|  | Repayment Term |  |  |  |  |  |
|  |  |  | No accrued Interest | Includes Interest |  |  |
|  |  | ual Repayment | \$414,570.33 | \$418,721.95 |  |  |
|  | First | stallment Date | December-20 |  |  |  |
| Apply Accrued Interest on Repyament Loan |  |  |  | YES | Enter "YES" or "NO" |  |
|  | Drawdown Schedule |  |  |  |  |  |
|  |  | Drawdown | Outstanding Draw |  | Interest |  |
|  | Period | Schedule | Amount | Principal | Accrual | Annual Payment |
|  | February-19 | \$412,000.00 | \$412,000.00 | \$0.00 | - | \$0.00 |
|  | March-19 | \$824,000.00 | \$1,236,000.00 | \$0.00 | 618.00 | \$0.00 |
|  | April-19 | \$772,500.00 | \$2,008,500.00 | \$0.00 | 1,854.00 | \$0.00 |
|  | May-19 | \$1,545,000.00 | \$3,553,500.00 | \$0.00 | 3,012.75 | \$0.00 |
|  | June-19 | \$515,000.00 | \$4,068,500.00 | \$0.00 | 5,330.25 | \$0.00 |
|  | July-19 | \$515,000.00 | \$4,583,500.00 | \$0.00 | 6,102.75 | \$0.00 |
|  | August-19 | \$206,000.00 | \$4,789,500.00 | \$0.00 | 6,875.25 | \$0.00 |
|  | September-19 | \$206,000.00 | \$4,995,500.00 | \$0.00 | 7,184.25 | \$0.00 |
|  | October-19 | \$154,500.00 | \$5,150,000.00 | \$0.00 | 7,493.25 | \$0.00 |
|  | November-19 | \$154,500.00 | \$5,304,500.00 | \$0.00 | 7,725.00 | \$0.00 |
|  | December-19 | \$103,000.00 | \$5,407,500.00 | \$0.00 | 7,956.75 | \$0.00 |
|  | Repayment Schedule |  |  |  |  |  |
|  | Drawdown |  | Outstanding Loan | Interest |  |  |
|  | Period | Schedule | Amount | Principal | Annual Payment |  |
| 1 | December-20 | \$0.00 | \$5,141,240.04 | \$320,412.21 | \$98,309.74 | \$418,721.95 |
| 2 | December-21 | \$0.00 | \$4,815,060.40 | \$326,179.63 | 92,542.32 | \$418,721.95 |
| 3 | December-22 | \$0.00 | 4,483,009.54 | 332,050.87 | 86,671.09 | \$418,721.95 |
| 4 | December-23 | \$0.00 | 4,144,981.76 | 338,027.78 | 80,694.17 | \$418,721.95 |
| 5 | December-24 | \$0.00 | 3,800,869.48 | 344,112.28 | 74,609.67 | \$418,721.95 |
| 6 | December-25 | \$0.00 | 3,450,563.17 | 350,306.30 | 68,415.65 | \$418,721.95 |
| 7 | December-26 | \$0.00 | 3,093,951.36 | 356,611.82 | 62,110.14 | \$418,721.95 |
| 8 | December-27 | \$0.00 | 2,730,920.53 | 363,030.83 | 55,691.12 | \$418,721.95 |
| 9 | December-28 | \$0.00 | 2,361,355.14 | 369,565.38 | 49,156.57 | \$418,721.95 |
| 10 | December-29 | \$0.00 | 1,985,137.58 | 376,217.56 | 42,504.39 | \$418,721.95 |
| 11 | December-30 | \$0.00 | 1,602,148.11 | 382,989.48 | 35,732.48 | \$418,721.95 |
| 12 | December-31 | \$0.00 | 1,212,264.82 | 389,883.29 | 28,838.67 | \$418,721.95 |
| 13 | December-32 | \$0.00 | 815,363.63 | 396,901.19 | 21,820.77 | \$418,721.95 |
| 14 | December-33 | \$0.00 | 411,318.23 | 404,045.41 | 14,676.55 | \$418,721.95 |
| 15 | December-34 | \$0.00 | (0.00) | 411,318.23 | 7,403.73 | \$418,721.95 |
|  |  | Total | \$0.00 | \$5,461,652.25 | \$819,177.05 | \$6,280,829.30 |

## OPTION 3

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM



## OPTION 3

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM



## OPTION 3

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM



## OPTION 3

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM



## TO: JASON PELTIER, EXECUTIVE DIRECTOR <br> FROM: TOM BOARDMAN, WATER RESOURCES ENGINEER <br> SUBJECT: OCTOBER PROJECT OPERATIONS UPDATE <br> DATE: OCTOBER 2, 2017

## Project Operations

- Jones pumping plant pumped at its seasonal capacity of about 4,300 cfs during all but nine days during September. The CVP export reduction, totaling about 14 TAF, was necessary to comply with the X2 requirement under the delta smelt BiOp. With the help of a relaxation in the X 2 requirement for October, Jones recently resumed capacity pumping and is expected to maintain full pumping through at least October.
- SWP pumping was limited during most of August due to the X2 requirement. The SWP export reduction due to the BiOp requirement is estimated to be about 98 TAF . Banks resumed capacity pumping late in September and is expected to maintain its current rate until about mid October when Feather River flows will be lowered for salmon habitat protections.
- Millerton is currently releasing 350 cfs as required by the San Joaquin River Restoration Program. An average of about 115 cfs of the Friant release reached the Mendota Pool during September.
- Flows on the San Joaquin at Vernalis have decreased from about 4,600 in early September to about $2,000 \mathrm{cfs}$ late in the month. The current flow rate is about 2,300 cfs less than what occurred during the last wet year in 2011.
- Shasta is $75 \%$ full at 3,375 TAF and is drawing down at a rate to meet the Sacramento River temperature control objective and to comply with flood control requirements that go into effect by early November. Current storage is about 40 TAF higher for this date in 2011.
- Folsom is $67 \%$ full at 659 TAF and is now decreasing to meet demands and to comply with winter flood protection requirements. Current storage is about 75 TAF less for this date in 2011.
- CVP demands were about equal to the 15 year average during September.


## San Luis Reservoir Storage and Allocation Outlook

The attached charts show CVP San Luis filling by the end of calendar year 2017 in both $90 \%$ and $50 \%$ exceedance conditions. However, the refill rate could slow somewhat due to X2 requirements during November and/or lower than expected delta inflows during Decemeber.
With ample upstream storage and a likely full CVP San Luis storage, the Ag allocation is expected to be at least $35-45 \%$ under dry conditions and $45-55 \%$ with average conditions. If the San Joaquin basin is above average during late spring, the Ag Allocation could increase to $65-70 \%$.



