

AMENDMENT No. 2
to that certain
POWER PURCHASE AGREEMENT
Between
Siskiyou Power Authority
And
PacifiCorp

This AMENDMENT No. 2, effective January 1, 2021 , amends that certain POWER PURCHASE AGREEMENT (the “PPA”) between PacifiCorp, an Oregon corporation (“PacifiCorp”), and Siskiyou County Flood Control and Water Conservation District (referred to as “District”), dated March 14, 1983, subsequently assigned by District to the Siskiyou Power Authority (“Seller”), and thereafter assigned, with the consent of PacifiCorp, to Box Canyon Limited Partnership for the limited term of June 1, 1984 to December 31, 2010 (“Assignment and Assumption Agreement and Consent Thereto”). All right, title, and interest in the PPA, as amended by Amendment No. 1 dated December 26, 1990 “Amendment No. 1”), and that certain Letter Agreement dated January 12, 1987 (“Letter Agreement”), returned, on January 1, 2011, to Seller along with its performance obligations. Seller and PacifiCorp are referred to individually in this Amendment No. 2 as a “Party” and collectively as the “Parties.”

RECITALS

- A. Seller owns, operates and maintains a 5,000 kilowatt (kW) hydroelectric facility for the generation of electric power at the Box Canyon Dam on the Sacramento River, near Mt. Shasta, California (Facility); and
- B. The PPA, as amended by Amendment No. 1 and the Letter Agreement, expires by its terms on December 31, 2020; and
- C. Seller intends to continue to operate the Facility as a Qualifying Facility past December 31, 2020, and has requested to further extend the term of the PPA; and
- D. PacifiCorp has agreed to further extend the term of the PPA.

AGREEMENT

PacifiCorp and Seller agree to the following:

1. Seller, having been assigned the rights, title and interest in the PPA and having assumed the obligations of the District, is substituted for the District in the PPA.

2. **Article II** of the PPA, entitled “Term”, is amended in its entirety and replaced with the following provision:

“Subject to the provisions of Article XXIII, this Agreement shall become effective when executed by both the parties hereto, and shall expire on the earlier to occur of (i) the date on which the parties enter into a new qualifying facility power purchase agreement with respect to the purchase by Seller of the Net Metered Output of the Facility or (ii) December 31, 2021.”

3. **Article III, Section (B)(3)** of the PPA is amended to add the following provision to the end of the subsection:

“The amount of Base Metered Net Output required for each month of the Contract Year 2021 shall be 700,000 kilowatt-hours (kWh). If the actual Termination Date is before December 31, 2021, the Base Metered Net Output amount for this PPA shall be zero for the remaining months or partial months of Contract Year 2021.”

4. **Article III, Section (B)** of the PPA is amended to add the following provision:

“(5) Seller shall pay PacifiCorp not later than 60 days following the Termination Date, for any Deficiency Energy which has not been delivered to PacifiCorp, or for which Seller has not paid PacifiCorp, at the price shown in Attachment A of this Amendment No. 2.

5. For Contract Year 2021, PacifiCorp shall pay Seller the applicable On-Peak and Off-Peak rates specified in **Attachment A** of this Amendment No. 2 which shall, as of January 1, 2021, replace the Capacity Prices and Energy Prices specified in **Article IV, Sections (B) and (C)** of the PPA.

6. **Article VI**, entitled “NOTICES AND DIRECTIONS OF PAYMENT”, shall be amended as to Seller’s address for notices and for Seller’s address for payments, deleting Seller’s addresses in the article and replacing each of them as follows:

Siskiyou Power Authority
190 Greenhorn Road
PO Box 1127
Yreka, CA 96097

7. Seller shall reasonably cooperate in any registration by PacifiCorp of the Facility in the renewable portfolio standard or equivalent program in all such further states and programs in which PacifiCorp may wish to register or maintained registered the Facility by providing copies of all such information as PacifiCorp reasonably requires for such registration. Seller shall reasonably cooperate in any registration, reporting and other requirements of WREGIS relating to the Facility. “WREGIS” means the Western Renewable Energy Generation Information System or successor organization in case WREGIS is ever replaced.

8. Notwithstanding Section 7, this amendment does not determine the ownership of renewable energy credits (“RECs”), as set forth in Cal. Pub. Util. Code §399.21.
9. All other terms and provisions of the PPA shall remain unchanged. Each Party hereby ratifies and confirms that except as expressly amended hereby, all of the terms, conditions, covenants, representations, warranties and all other provisions of the PPA remain in full force and effect.
10. Capitalized terms used but not defined in this Amendment No. 2 shall have the meaning set forth in the PPA.
11. This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment No. 2 by electronic transmission (in pdf form) shall be equally as effective as delivery of a manually executed counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties below have caused this Amendment No. 2 to be executed in their respective names this ____ day of _____, 2020.

SISKIYOU POWER AUTHORITY

By: _____
Michael N. Kobseff
Chair, Board of Directors

ATTEST:

LAURA BYNUM
Clerk of the Board

By: _____
Deputy

PACIFICORP

By: _____
Name: Bruce Griswold
Title: Short-term Origination, Director

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
2511	205011	531100	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed:

ATTACHMENT A

To replace Capacity Prices and Energy Prices in **Article IV** of the PPA for Calendar Year 2021

Effective on and following January 1, 2021

Calendar Year	On-Peak Contract Price in ¢/kWh	Off-Peak Contract Price in ¢/kWh
2021	3.11	2.23

“Off-Peak Hours” means all hours of the week that are not On-Peak Hours.

“On-Peak Hours” means the hours between 6 a.m. Pacific Prevailing Time (“PPT”) and 10 p.m. PPT, Mondays through Saturdays, excluding Western Electricity Coordinating Council (WECC) and North American Electric Reliability Corporation (NERC) holidays.