

**FIRST AMENDMENT TO  
LAKE SISKIYOU HYDROELECTRIC PROJECT  
OPERATION AND MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT is to that Agreement executed on December 16, 2020 between the Siskiyou Power Authority (“Authority”) and Northbrook Power Management, LLC (“Operator”) for the operation and maintenance of the Lake Siskiyou Hydroelectric Project.

WHEREAS, section 5.2 of the Agreement provides that Operator is entitled to an increase in its monthly operating fee beginning on July 1, 2022 and July 1st of each year thereafter equal to the Consumer Price Index, all urban consumers, U.S. City average measured in the month of March, and that the increase to the monthly operating fee is not to exceed three percent (3%) per annum; and

WHEREAS, the Authority has interpreted this provision to provide that on July 1, 2022, the Authority’s fifteen thousand dollar (\$15,000.00) monthly payments to Operator shall be increased by a percentage equal to the Consumer Price Index, all urban consumers, U S. City average, as measured in the month of March 2022, but the increase shall be no greater than three percent (3%); and

WHEREAS, Operator has interpreted this provision to provide that on July 1, 2022, the Authority’s fifteen thousand dollar (\$15,000.00) monthly payments shall be increased for fiscal year 2022-2023 by the aggregate of 1) an increase by a percentage equal to the Consumer Price Index, all urban consumers, U S. City average, as measured in the month of March 2022, not to exceed three percent (3%) (corresponding to the first contract year), and 2) an increase by a percentage equal to the Consumer Price Index, all urban consumers, U S. City average, as measured in the month of March 2022, not to exceed one and half percent (1.5%) (for the first six months if the second contract year); and

WHEREAS, the parties otherwise agree that on July 1, 2023 and each July 1 thereafter the increase to the monthly operating fee for the fiscal year shall not exceed three percent (3%); and

WHEREAS, the parties desire to amend Section 5.4 of the Agreement to expressly conform to Operator's interpretation of the Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Section 5.2 of the Contract, Annual Operating Fee, shall be amended to read as follows:

AUTHORITY shall pay OPERATOR an annual fee of one-hundred-eighty thousand dollars (\$180,000.00), to be paid in twelve (12) monthly installments of fifteen-thousand dollars (\$15,000.00) payable at the beginning of each month.

Beginning on July 1, 2022, the monthly operating fee of fifteen-thousand dollars (\$15,000.00) shall be increased by a percentage equal to the Consumer Price Index, all urban consumers, U S. City average, as measured in the month of March, not to exceed four and half percent (4.5%).

On July 1, 2023, and each July 1 thereafter, the monthly operating fee shall be increased by a percentage equal to the Consumer Price Index, all urban consumers, U S. City average, as measured in the month of March, not to exceed three percent (3%) per annum.

If the Index is discontinued or revised during the Agreement, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued.

All other terms and conditions of the Contract shall remain in full force and effect.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Northbrook Power Management, LLC:

DocuSigned by:  
By: John C. Albrich  
John C. Albrich, President

10/25/2022

Date

TAXPAYER I.D. on file

SISKIYOU POWER AUTHORITY

By: \_\_\_\_\_  
Brandon Criss, Chair, Board of Directors

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

ACCOUNTING: For Annual Fees and Monthly Variable Fee Rate  
Fund **2511** Organization **205011** Account **723110**  
ACCOUNTING: For NTE Reimbursable Costs  
Fund **2511** Organization **205011** Account **728000**

| FY    | Annual Fees<br>2511-205011-<br>723110 | NTE Reimbursable<br>Costs<br>2511-205011-728000 | Monthly<br>Variable<br>Fee<br>Rate |
|-------|---------------------------------------|---|------------------------------------|
| 20/21 | \$90,000.00                           | \$100,000.00                                    | \$0.01                             |
| 21/22 | \$180,000.00                          | \$100,000.00                                    | \$0.01                             |
| 22/23 | \$188,100.00                          | \$100,000.00                                    | \$0.01                             |
| 22/24 | \$185,400.00                          | \$100,000.00                                    | \$0.01                             |
| 24/25 | \$190,962.00                          | \$100,000.00                                    | \$0.01                             |
| 25/26 | \$98,345.43                           | \$100,000.00                                    | \$0.01                             |