

**ORIGINAL**

Amendatory Agreement No. 1  
Contract No. DE-MS79-79BP90000  
05/17/2000

**AMENDATORY AGREEMENT**  
executed by the  
**UNITED STATES OF AMERICA**  
**DEPARTMENT OF ENERGY**  
acting by and through  
**BONNEVILLE POWER ADMINISTRATION**  
and  
**SIERRA PACIFIC POWER COMPANY**

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This AMENDATORY AGREEMENT, executed \_\_\_\_\_, is entered into by the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the Bonneville Power Administration (Bonneville), and SIERRA PACIFIC POWER COMPANY (Company), a corporation of the State of Nevada. Bonneville and Company are sometimes referred to collectively as "Parties."

WITNESSETH:

WHEREAS, the Parties entered into a General Transfer Agreement (GTA), Contract No. DE-MS79-79BP90000, dated July 12, 1979, which provides, among other matters, for the transfer of electric power and energy to Harney Electric Cooperative, Inc. (Cooperative). Company is currently providing under the GTA up to 30 MW of transfer service in the summer and up to 2 MW of transfer service in the winter. Bonneville delivers this electric power and energy at the Midpoint Point of Interconnection; and

WHEREAS, Company has completed construction of a 345 kV transmission line between Company's North Valley Road Substation in Reno, Nevada and Company's Hilltop Substation near Alturas, California (Reno-Alturas Transmission Project); and

WHEREAS, the Reno-Alturas Transmission Project interconnects to Bonneville's Malin-Warner 230 kV Line (Malin-Warner Line); and

WHEREAS, Bonneville has by letter dated August 3, 1998 exercised its option to transfer its Point of Interconnection from Midpoint to Hilltop;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree to amend the GTA as follows:

**1. AMENDMENT TRANSFER SERVICE**

Exhibit C of the GTA is amended as attached, pursuant to the following:

Company shall provide service under the GTA up to a total demand limit of 110 MW, including service delivered pursuant to Contract Number DE-MS79-88BP92436, to include Maggie Creek, Carlin, McNabb, Jiggs Lee, and Winnemucca. Point of Replacement shall be at the Hilltop Point of Interconnection.

**2. AMENDMENT TERM**

Subject to the approval by the Federal Energy Regulatory Commission, this Amendment shall be effective at 2400 hours on the date of execution (Amendment Effective Date).

**3. PROVISIONS RELATING TO DELIVERY**

Section 8 of the GTA is amended to read as follows:

“(a) Bonneville shall schedule during each hour, separately, for delivery at the Point of Replacement or any other mutually agreeable points of replacement:

(1) to Company under sections 3 and 4, any nonfirm or emergency energy requested for such hour by Company which Bonneville determines can be made available;

(2) to Company under section 7, electric power and energy in the amount Bonneville is obligated to make available to Company for replacement purposes; and

(3) to Company under any other agreements executed by the parties hereto, the amount of electric power and energy estimated to be the amount which Bonneville is obligated to deliver to Company under such agreements.

(b) Company shall schedule separately for delivery to Bonneville, or to the Cooperative for the account of Bonneville, at the Point(s) of Replacement or Delivery described in Exhibit D or C, respectively, or any other mutually agreeable points of replacement or delivery, during each hour:

(1) under sections 3 and 4, any nonfirm or emergency energy requested for such hour by Bonneville which Company determines can be made available; and

(2) under any other agreements executed by the parties hereto, the amount of electric power and energy estimated to be the amount which Company is obligated to deliver to or for the account of Bonneville under such agreements.

(c) If the amounts of electric power and energy scheduled for delivery to Company under subsection (a)(2) above, during any month, differs from the amount which Company makes available to the Cooperative during such month, the amounts so scheduled for delivery shall be adjusted to balance such differences as promptly as possible.”

#### **4. Payment for Transfer of Power**

Section 9(a)(1)(iii) of the GTA is amended to read as follows:

“(iii) The product of multiplying 85% of the Reservation for the current month times the transfer charge, pursuant to page 2 of Exhibit C.”

Section 9(a)(2)(iii) of the GTA is amended to read as follows:

“(iii) The product of multiplying 85% of the Reservation for the current month times the transfer charge, pursuant to page 2 of Exhibit C.”

#### **5. STATUS OF AMENDMENT**

It is expressly understood and agreed by the Parties that all the terms, conditions, and provisions of this Amendment are made part of the GTA upon the Amendment Effective Date as though the GTA were expressly rewritten to incorporate and include the contents of this


Amendment. None of the terms or conditions in this Amendment shall be considered a precedent for any future agreement between the Parties.

5. MULTIPLE ORIGINALS

Two (2) copies of this Amendment have been executed by the Parties. Each executed copy shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By 

~~Customer Account Executive~~  
Manager Transmission & Reserve  
Services - PBL  
Name Patrick McRae  
(PrintType)

Date 7/5/00

SIERRA PACIFIC POWER COMPANY

By 

Name GARY PORTER  
(PrintType)

Title EXEC DIR TRANS

Date 6-30-00

# ORIGINAL

Exhibit C, Page 1 of 2  
Contract No. DE-MS79-79BP90000  
Sierra Pacific Power Company  
Effective at 2400 Hours on the  
Amendment Effective Date

## Point of Delivery and Point of Replacement

### WINNEMUCCA POINT OF DELIVERY:

Location: The point in Company's Winnemucca Substation where the 120 kV facilities of Company and the Government are connected.

Voltage: 120 kV.

Period of Service: At all times during the term hereof.

Metering: In Company's Winnemucca Substation, in the 120 kV circuit over which such electric power and energy flows.

Transfer Charge: \$3.62/kW/month.

Demand Limits: Service to this Point of Delivery shall not exceed the transmission reservation without prior notification and approval by Company. Service to this Point of Delivery, and the demand pursuant to Contract Number DE-MS79-88BP92436, shall not exceed 110 MW, plus losses.

### HILLTOP POINT OF REPLACEMENT:

Location: The 230 kV bus at the Hilltop Substation where Company has a right to accept deliveries of power and energy from Bonneville.

Voltage: 230 kV.

Period of Service: Commencing at 2400 hours on the last day of the month in which the Reno-Alturas Transmission Project is energized, and continuing for the remainder of the term thereof.

Metering: Amounts to be scheduled.

**TRANSMISSION RESERVATION**

1. The forecast monthly peak given below in Table 4, in megawatts, shall be the basis for calculating the minimum transfer payment, i.e: Reservation \* \$3.62 kW mo. The monthly payment shall be based on the greater of 85% of the monthly Reservation, given in Table 4 below, or actual use as metered at Winnemucca, plus losses.
2. The figures below, given in MW, are the maximum demand limits. Bonneville's Winnemucca load shall not exceed these limits unless prior arrangements are made with Company.
3. Bonneville shall submit by July 1 of each year, a 5 year forecast of peak demands for each calendar month of the 5-year period. This exhibit C, Table 4 below, shall be modified by each July 1 to incorporate the fifth year of such 5-year forecast. Such information shall be relied upon by the Company for system and marketing planning.
4. Annual Charge for Reduction of Service  
 The Annual Charge for Reduction of Service is equal to the value of 85% of the Transmission Reservation unrecovered for each year listed in the most recent forecast in Table 4, as revised pursuant to paragraph 3 of Exhibit C. This charge is calculated by taking the sum of the monthly Transmission Reservations from Exhibit C Table 4 - the Transmission Reservation table for the previous year times the applicable approved FERC rate for the period less the sum of the Metered Demand Charges over that annual period.

<b>Table 4</b>							
<b>Minimum Monthly Reservation</b>							
	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
<b>Jan</b>	-	-	8	8	8	8	8
<b>Feb</b>	-	-	8	8	8	8	8
<b>Mar</b>	-	-	10	10	10	10	10
<b>Apr</b>	-	-	24	24	24	24	24
<b>May</b>	-	-	26	26	26	26	26
<b>Jun</b>	-	30	30	30	30	30	30
<b>Jul</b>	-	30	30	30	30	30	30
<b>Aug</b>	-	30	30	30	30	30	30
<b>Sep</b>	-	26	26	26	26	26	26
<b>Oct</b>	-	11	11	11	11	11	11
<b>Nov</b>	-	8	8	8	8	8	8
<b>Dec</b>	-	8	8	8	8	8	8