



October 3, 2017

TO: San Luis & Delta-Mendota Water Authority Finance & Administration  
Committee

FROM: Jason Peltier, Secretary (by Cheri Worthy)

RE: **Adjourned Regular Finance and Administration Committee, October  
5, 2017, 8:30 a.m.**

Attached for your review, in preparation of the **October 5, 2017, 8:30 a.m., Adjourned  
Regular Finance & Administration Committee (FAC)**, are the following documents:

- 1) Notice & Agenda
- 2) Draft September 11, 2017 Meeting Minutes
- 3) Material related to C.W. "Bill" Jones Pumping Plant Unit 6 Rewind Project

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



## Notice of Adjourned Regular Finance & Administration Committee Meeting

Thursday, October 5, 2017, 8:30 a.m.

Boardroom  
842 6th Street, Los Banos

[telephonic participation locations identified below]

### Agenda

NOTE: Any member of the public may address the Finance & Administration Committee concerning any item on the agenda before or during its consideration of that matter. Public comment is limited to no more than three minutes per person per item. For good cause, the Chair of the Finance & Administration Committee may waive this limitation.

1. Call to Order
2. Finance & Administration Committee to Consider Corrections or Additions to the Agenda for the Regular Finance & Administration Committee Meeting only, as Authorized by Government Code Section 54950 et seq.
3. Opportunity for Public Comment – Any member of the public may address the Finance & Administration Committee concerning any matter not on the Agenda, but within the Finance & Administration Committee's jurisdiction. Public comment is limited to no more than three minutes per person. For good cause, the Chair of the Finance & Administration Committee may waive this limitation.

### **ACTION ITEMS**

4. **Finance & Administration Committee to Consider Approval of the September 11, 2017 Meeting Minutes**

### **REPORT ITEMS**

5. Update on C.W. "Bill" Jones Pumping Plant Unit 6 Rewind Project, including Negotiations of a Repayment Contract with the United States, Mizuno
6. FY18 Budget to Actual Expenditures Comparison Reports through 8/31/17, Wamocha
7. O&M Self-Funding Update, Mederios  
May Include:
  - Update on Outstanding Water Year Financial Issues
  - Update on Current Water Year Financial Issues
8. Financial Audit Update, Mederios
9. Reports Pursuant to Government Code Sec 54954.2
10. ADJOURNMENT

Persons with a disability may request disability-related modification or accommodation by contacting Cheri Worthy or Felicia Luna at the San Luis & Delta-Mendota Water Authority Office, 842 6th Street, P.O. Box 2157, Los Banos, California, telephone: 209/826-9696 at least 3 days before a regular meeting or 1 day before a special meeting/workshop.

Telephonic Participation Locations:<sup>1</sup>

Friant Water Authority  
Lindsay Main Facility  
854 N. Harvard Ave.  
Lindsay, CA 93247

San Benito County W.D.  
30 Mansfield Rd.  
Hollister, CA 95023

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<sup>1</sup> Attention telephonic participants: This Notice and Agenda must be posted at the telephonic participation location, which must be accessible to the public.

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SAN LUIS & DELTA-MENDOTA WATER AUTHORITY  
MINUTES  
FINANCE & ADMINISTRATION COMMITTEE  
and  
JOINT FINANCE & ADMINISTRATION  
COMMITTEE-SPECIAL PERSONNEL  
SUBCOMMITTEE  
SEPTEMBER 11, 2017

The Finance & Administration Committee of the San Luis & Delta-Mendota Water Authority met at approximately 12:00 p.m. at 842 6th Street in Los Banos with Chairman Bill Pucheu presiding. A quorum of the Personnel Subcommittee was not present and therefore did not convene as part of a joint meeting.

**FAC Committee Members Present**

**Ex-Officio**

Absent

**Division 1**

Anthea Hansen, Alternate for Rick Gilmore

**Division 2**

Don Peracchi, Member

**Division 3**

Chris White, Alternate for Jim O'Banion

**Division 4**

Sara Singleton, Member

**Division 5**

Bill Pucheu, Chair and Member

**Friant Water Authority**

Kathy Bennett, Alternate for Jason Phillips (Via Teleconference, after Item 6)

**Personnel Subcommittee Members**

Bill Pucheu, Member

**Authority Representatives Present**

Jason Peltier, Executive Director

Frances Mizuno, Assistant Executive Director (via teleconference, for Item 6 only)

Jon Rubin, General Counsel

Guy Wamocha, Supervisor of General Accounting

Kathrin Odisho, Supervisor of Operational Accounting

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Tona Mederios, Director of Finance

Doug Brown, Counsel (via teleconference, for Item 8 only)

Laura Izon, Legal Counsel (via teleconference, through Item 4)

**Others Present**

Doug DeFlicht, Friant Water Authority

Sarah Woolf (via teleconference, after Item 4)

**1. Additions or Corrections to the Agenda**

There were no additions or corrections to the Agenda.

**2. Opportunity for Public Comment**

There was no public comment.

**3. Closed Session Report**

Chair Bill Pucheu adjourned the open session to address the items listed on the Closed Session Agenda at approximately 12:05 p.m. Upon return to open session at approximately 1:30 p.m., Counsel Laura Izon reported that the Committee met in closed session to discuss the listed performance evaluations and there were no reportable actions taken.

**ACTION ITEMS**

**4. Committee to Consider Approval of the August 7, 2017 Meeting Minutes.**

The Committee reviewed the August 7, 2017 meeting minutes. Alternate Anthea Hansen made a motion to approve the August 7, 2017 meeting minutes. The motion was seconded by Member Sara Singleton and passed unanimously. The Committee action is reported as follows:

AYES: Hansen, Peracchi, White, Singleton, Pucheu, Bennett

NOES: None

ABSTENTIONS: None

**5. Finance & Administration Committee to Consider Recommending the Board of Directors Adopt a Resolution Authorizing Execution of a Memorandum of Understanding By and Among Duke-American Transmission Company, LLC and San Luis & Delta-Mendota Water Authority for the San Luis Transmission Project.**

Assistant Executive Director Frances Mizuno reviewed the proposed MOU with Duke-American Transmission Company and the potential partnership with DATC on the funding and construction of the San Luis Transmission Project. Mizuno answered some questions from Doug Defitch. Member Hanson raised a question regarding the Authority's ability to issue Bonds for a term beyond each Contractors CVP contract term. Mizuno indicated this issue will need to be analyzed further as we move forward with this process. After a brief discussion, Alternate Anthea Hansen made a motion to adopt the resolution authorizing execution of a Memorandum of Understanding by and among Duke-American Transmission

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Company, LLC and San Luis & Delta Mendota Water Authority for the San Luis Transmission Project. The motion was seconded by Member Don Peracchi and passed unanimously. The committee action is reported as follows:

AYES: Hansen, Peracchi, White, Singleton, Pucheu, Bennett  
NOES: None  
ABSTENTIONS: None

**6. Finance & Administration Committee to Consider Recommending the Board of Directors Approve a New Position – Deputy General Counsel.**

Executive Director Jason Peltier opened the item and then General Counsel Jon Rubin discussed the need of a new position Deputy General Counsel. Rubin summarized the information provided to the Committee in August and the additional information provided to the Committee for the September meeting, which was intended to be responsive to the Committee's requests. Rubin stated that the Water Resources Committee had discussed this issue but decided to let the Board consider the item without making any recommendation. The Finance Committee did not take action of this item.

**REPORT ITEMS**

**7. Report on Funding Effort for California WaterFix.**

Executive Director Jason Peltier reported on this item noting the status, timing and funding requirements among the stakeholders. Mr. Peltier added that a number of districts were individually reviewing the California WaterFix and were yet to make any decisions.

**8. FY18 Budget to Actual Expenditures Comparison Reports through 7/31/17**

Supervisor of General Accounting Guy Wamocha reported on the budget to actual expenditure comparison report through the month ending July 31, 2017. Wamocha noted that actual expenditures were trending below budget by \$1,760,505 especially in the line item areas of legal, technical support, in-house salaries, GBD Specific and other professional services.

**9. O&M Self-Funding Update**

Director of Finance Tona Mederios reported that the WY15 Final Accounting was nearing completion and that the WY16 draft accounting was in progress.

**10. Financial Audit Update**

Director of Finance Tona Mederios reported to the Committee that the external auditors, Sampson, Sampson & Patterson, LLP, CPA, were on site performing audit field work on the FY15 audit. FY16 audit binder is due to the auditors by November 15, 2017. FY17 and FY18 audits will be completed during FY19.

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11. Reports Pursuant to Government Code Sec 54954.2

None

12. Adjournment

The meeting was adjourned at approximately 2:35 p.m.

October 5, 2017

To: Finance Committee and Board of Directors  
From: Frances Mizuno, Assistant Executive Director  
Subject: 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 \$1.5M) 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 \$1.2M funding requirement therefore reducing the \$1.2M 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 \$1.2M 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.



Contract No. 17-WC-20-5100

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

CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND  
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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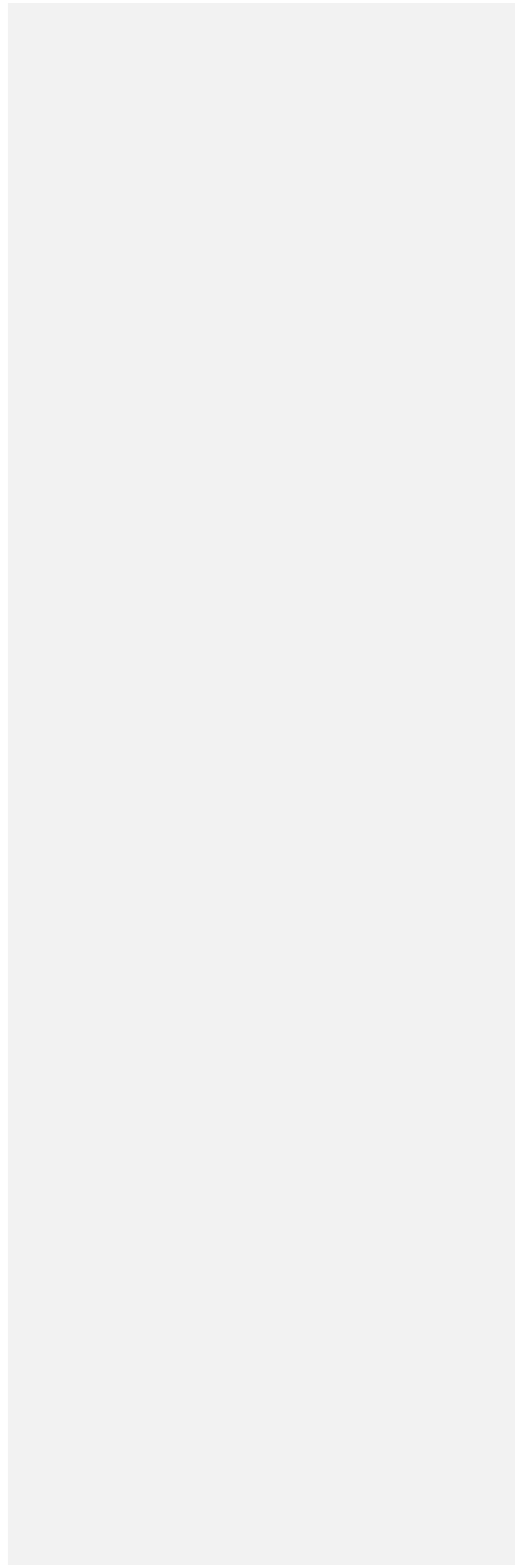
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Exhibit A – Payment Schedule

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**Contract No. 17-WC-20-5100**

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

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

1           THIS CONTRACT made this \_\_\_\_ day of \_\_\_\_\_, 2017, pursuant to the  
2 Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory and supplementary  
3 thereto, including but not limited to Section 9603 of the Omnibus Public Land Management Act  
4 of March 30, 2009 (Pub. L. 111-11, 123 Stat. 1348, 43 U.S.C. §510b), all collectively hereinafter  
5 referred to as Federal reclamation law, between THE UNITED STATES OF AMERICA,  
6 hereinafter referred to as the "United States", and SAN\_LUIS & DELTA-MENDOTA WATER  
7 AUTHORITY, hereinafter referred to as the "Contractor", a joint powers authority duly  
8 organized, existing, and acting pursuant to the laws of the State of California;

9           WITNESSETH, That:

10                           EXPLANATORY RECITALS

11           [1<sup>st</sup>]   WHEREAS, the United States has constructed and is operating the Central Valley  
12 Project (CVP), California, for diversion, storage, carriage, distribution and beneficial use, for  
13 flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection

14 and restoration, generation and distribution of electric energy, salinity control, navigation and  
15 other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River,  
16 and the San Joaquin River and their tributaries; and

17 [2<sup>nd</sup>] WHEREAS, the United States and the Contractor executed  
18 Contract No. 8-07-20-X0354, dated March 1, 1998, as amended and supplemented which  
19 transferred the responsibility for operation, maintenance and replacement of a certain portion of  
20 CVP, Delta Division facilities, including C.W. "Bill" Jones Pumping Plant, formerly known as  
21 the Tracy Pumping Plant, to the Contractor; and

22 [3<sup>rd</sup>] WHEREAS, pursuant to Section 9603 of Public Law 111-11, the Secretary of the  
23 Interior, acting through the Bureau of Reclamation, hereinafter referred to as Reclamation, is  
24 authorized to provide funds for Extraordinary Maintenance Work and to negotiate a contract for  
25 repayment of those costs, with interest; and

26 [4<sup>th</sup>] WHEREAS, Reclamation, in consultation with the Contractor, has determined  
27 that Extraordinary Maintenance Work is needed on the C.W. "Bill" Jones Pumping Plant to  
28 ensure the continued safe, dependable, and reliable delivery of authorized project benefits of the  
29 CVP.

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

32 DEFINITIONS

33 1. When used herein, unless otherwise distinctly expressed or manifestly  
34 incompatible with the intent hereof, the term:

35 (a) "Contracting Officer" shall mean the Secretary of the Interior's duly  
36 authorized representative acting pursuant to this Contract or applicable Federal reclamation law  
37 or regulation.

38 (b) "Existing Contract" shall mean Contract No. 8-07-20-X0354, dated March  
39 1, 1998 as amended and supplemented, between the United States and the Contractor.

40 (c) "Extraordinary Maintenance Work" shall mean major, nonrecurring  
41 maintenance on the C.W. "Bill" Jones Pumping Plant that is intended to ensure the continued  
42 safe, dependable, and reliable delivery of authorized project benefits of the CVP.

43 (d) "Fiscal Year" shall mean the period October 1 through September 30 of  
44 the following year.

45 (e) "CVP" or "Project" shall mean the Central Valley Project owned by the  
46 United States and managed by the Department of the Interior, Bureau of Reclamation. \_\_\_\_\_

47 (X) "Substantially Complete" or "Substantial Completion" shall mean...

Commented [TS1]: Compare with standard language

48  
49 (f) "Transferred Works" shall mean Delta Division, CVP facilities for which the  
50 operation, maintenance and replacement responsibilities were transferred to the Contractor under  
51 the Existing Contract.

52 (g) "XM Work #6" shall mean the Extraordinary Maintenance Work  
53 consisting of a rewind of Unit #6, which includes, but is not necessarily limited to, replacing the  
54 existing windings and stator core, and the refurbishment of the motor rotor poles.

55 (h) "Year" shall mean the period January 1 through December 31, both dates  
56 inclusive.

57 TERM OF THE CONTRACT

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

61 DESCRIPTION OF XM WORK #6

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

67 FUNDS TO BE PROVIDED

68 4. (a) The United States shall provide the Contractor with funds up to  
69 \$5,000,000 for the XM Work #6; *Provided*, That the Contractor shall expend at least \$1,200,000  
70 of its own funds towards Extraordinary Maintenance Work. *Provided further*, That the  
71 Contracting Officer, after consultation with the Contractor, shall have the sole discretion in  
72 determining when the \$1,200,000 of Contractor funds have been expended. The Contractor may  
73 request in writing additional funds from the United States to complete the XM Work #6 and the  
74 United States may provide such additional funds subject to approval by the Contracting Officer  
75 in accordance with the terms of this Contract, Federal reclamation law and policy.

76 (b) The Contracting Officer may provide oversight and inspection of the  
77 XM Work #6 as determined by the Contracting Officer. Such oversight and inspection will be

Commented [TS2]: Considering three options, including use of reserve funds:  
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  
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.

88 (c) Funds may be provided to the Contractor in advance of the XM Work #6;  
89 *Provided*, the Contractor must provide the Contracting Officer justification for the immediate  
90 need for the requested advance of funds; and *Provided further*, the Contracting Officer shall have  
91 the final determination of whether or not to grant the requested advance of funds, and if granted,  
92 how, and when any installments may be transmitted.

93 (d) All funds provided to the Contractor shall be deposited and maintained in  
94 a non-interest bearing fully insured or secured account for no less than the amount of funds  
95 provided, until such time as the Contractor applies the funds against the XM Work #6: *Provided*,  
96 That the Contractor shall use the funds solely to finance the XM Work #6: *Provided further*,  
97 That the Contractor shall return any and all unexpended, unobligated, or unencumbered funds  
98 within 30 days after the date on which the Contracting Officer determines and notifies the  
99 Contractor in writing that the XM Work #6 is substantially complete.

100 (e) Funds will no longer be provided once the Contracting Officer determines  
101 that: (1) the XM Work #6 is complete; or (2) the Contractor no longer requires additional funds  
102 to complete the XM Work #6; or (3) the amount provided in accordance with Article 4(a) of this  
103 Contract has been expended.

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Commented [TS3]: Additional review by MP-3000

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106 CONTRACTOR'S REPAYMENT OBLIGATION

107 5. (a) The Contractor shall be obligated to repay the entire sum of funds  
108 provided by the United States to the Contractor pursuant to this Contract, plus accrued interest,  
109 as determined by the Contracting Officer, which total amount is hereinafter referred to as the  
110 Repayment Obligation. (b) The interest rate used for computing interest on funds provided for  
111 XM Work #6 in progress and interest on the unpaid balance of the reimbursable costs of XM  
112 Work #6 in accordance with this Contract is the Department of the Treasury rate as of the  
113 beginning of the Fiscal Year in which XM Work #6 is commenced, on the basis of average  
114 market yields on outstanding marketable obligations of the United States with the remaining  
115 periods of maturity comparable to the applicable reimbursement period of the project, adjusted to  
116 the nearest 1/8 of 1 percent on the unamortized balance of any portion of the Repayment  
117 Obligation. Interest accrual shall commence on each date funds are advanced by the United  
118 States to the Contractor and be computed on an annual basis on the unpaid balance of the  
119 reimbursable costs of XM Work, as determined by the Contracting Officer.

120 (c) The first installment shall be due and payable on or before **XXXXXX 1** of  
121 the Year following the date on which the Contracting Officer determines and notifies the  
122 Contractor in writing that the XM Work #6 is substantially complete.

123 (d) The Contractor will repay the total Repayment Obligation over a period of  
124 15 years from the date on which the Contracting Officer determines that the XM Work #6 is  
125 substantially complete. As soon as practicable following the determination that the XM Work #6  
126 is substantially complete, and after consultation with the Contractor, the Contracting Officer  
127 shall provide the Contractor with a repayment schedule requiring equal annual installments over  
128 a period of 15 years, which schedule shall be incorporated into this Contract as Exhibit "A", which

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Commented [TS4]: Reclamation to propose revision to address potential start of 15 year conflict

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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  
133 as provided herein without penalty, notwithstanding any interest accrued.

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134 PRESERVATION OF EXISTING CONTRACT

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

Commented [TS5]: Develop 6(b) to address conflicts between this Contract and Existing Contract.

137 SEVERABILITY

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

Commented [TS6]: parties determine that... -SLDMWA proposed language SLDMWA Exhibit #5

146  
147 RESOLUTION OF DISPUTES

148 8. Should any dispute arise concerning any provision of this Contract, the  
149 Area Manager, South-Central California Area Office, shall meet and confer with the Contractor  
150 in an attempt to resolve the dispute within 90 days. If the dispute has not been resolved within  
151 the 90 days, it shall be referred to the Contracting Officer to resolve the dispute within 90 days.

Commented [TS7]: Possible meet and confer language from 6(b), evaluate additional SLDMWA language

152 ENVIRONMENTAL COMPLIANCE

155 9. (a) The Contractor will comply with any applicable environmental measures  
156 contained in any environmental documentation prepared in connection with the XM Work #6.

157 (b) The Contractor will comply with all Federal, state, local, and tribal law,  
158 and requirements imposed for protection of the environment and Indian trust assets, including,  
159 but not limited to, the Native American Graves Protection and Repatriation Act (Pub. L. 101-  
160 601, 104 Stat. 3048, 25 U.S.C. §3001 et seq.) and the Archaeological Resources Protection Act  
161 of 1979 (Pub. L. 96-95, 93 Stat. 721, 16 U.S.C. §470aa et seq.).

162 CONTRACTS WITH THIRD PARTIES

163 10. (a) The Contractor shall advertise each construction (as “construction” is  
164 defined in the Federal Acquisition Regulations (FAR) at 48 C.F.R. §2.101), equipment, or supply  
165 contract exceeding \$25,000 (twenty-five thousand dollars) for competitive bidding. Any action  
166 proposed by the Contractor other than making the award to the lowest responsible bidder shall be  
167 subject to the Contracting Officer’s approval.  
168

169 (b) For all construction contracts exceeding \$100,000 (one hundred thousand  
170 dollars), the Contractor shall require construction contractors to furnish performance and  
171 payment bonds, each in amounts equal to at least 100 percent of the contract price. For  
172 construction contracts exceeding \$30,000 (thirty thousand dollars), but not exceeding \$100,000  
173 (one hundred thousand dollars), the Contracting Officer shall select at least two of the payment  
174 protections set forth in the FAR at 48 C.F.R. § 28.102-1(b)(1), and the Contractor shall require  
175 the construction contractor to secure one of the selected protections. Supply and equipment  
176 contractors may be required to furnish performance bonds on supply or equipment contracts  
177 exceeding \$100,000 (one hundred thousand dollars) when the contract calls for substantial  
178 progress payments before delivery of end items.

179 (c) The United States shall not be a party to or obligated in any manner by  
180 contracts entered into between the Contractor and other parties pursuant to this Contract.

181 FAILURE TO COMPLETE WORK

182 11. (a) In the event that the Contractor fails to complete the work to be performed  
183 pursuant to this Contract for any reason other than the failure of the United States to appropriate  
184 and allocate funds, the Contractor shall, upon receipt of written notice from the Contracting  
185 Officer, suspend payment on all current contracts and return to the United States any unexpended  
186 balance of funds advanced by the United States and contributed by the Contractor in such  
187 amounts as determined to be equitable by the Contracting Officer. Following delivery of the  
188 notice, the Contracting Officer may adopt either of the following two alternatives:

189 (1) Perform, or cause to be performed, all or any part of the work  
190 remaining under this Contract and within the limits of the funds provided herein by the United  
191 States and by the Contractor for the XM Work #6, as well as operate and maintain the project  
192 concurrently. The Contractor shall transfer to the United States custody and use of all  
193 equipment, materials, and supplies used or useful in the performance of the work; permit the  
194 United States, its contractors, and its agents ingress to and egress from lands, project works, and  
195 facilities of the Contractor for the performance of such work; and assign to the United States the  
196 Contractor's interest in any contract for the performance of work or the supplying of equipment  
197 or material in connection with such work where requested by the United States and agreed to by  
198 the other contracting party; or

199 (2) Declare the XM Work #6 substantially complete within the  
200 provisions of this Contract by giving written notice to the Contractor that (a) the construction  
201 work on a feature is substantially complete, or (b) the feature is providing benefits and services  
202 for the intended purpose(s), or (c) the feature is generating revenue, where applicable.  
203 Repayment of the Repayment Obligation shall be carried out in accordance with the provisions  
204 of this Contract; Provided, That the first annual payment shall become due in the year following  
205 the year in which the Contractor is notified of such declaration of completion.

206 (b) In the event the United States shall proceed as provided in (a)(1) of this  
207 Article, the United States may, at any time and regardless of the progress of work performed  
208 thereunder, declare the XM Work #6 complete by giving written notice thereof to the Contractor,  
209 in which event the provisions of (a)(2) of this Article shall apply; *Provided*, That the loan  
210 obligation shall not exceed the limitation specified in this Contract, including all expenditures  
211 made pursuant to provisions of (a)(1) of this Article.

212 (c) Upon giving written notice of XM Work #6 completion to the Contractor  
213 as provided above, the United States shall have the right, without further notice, to take over the  
214 care, operation, and maintenance.

215 OPERATION AND MAINTENANCE OF XM WORK #6

216 12. (a) Upon substantial completion of the XM Work #6, or as otherwise  
217 determined by the Contracting Officer, and following written notification, the care, operation,  
218 and maintenance of any or all of the XM Work #6 may be transferred to the Contractor. Title to  
219 the [Transferred Works](#) will remain in the name of the United States, unless otherwise provided  
220 by the Congress of the United States.

221 (b) The Contractor, without expense to the United States, shall care for,  
222 operate, and maintain the [Transferred Works](#) in full compliance with the terms of this Contract  
223 and in such a manner that the [Transferred Works](#) remain in good and efficient condition.

224 (c) Necessary repairs of the [Transferred Works](#) shall be made promptly by the  
225 Contractor. In case of unusual conditions or serious deficiencies in the care, operation, and  
226 maintenance of the transferred works threatening or causing interruption of water service, the  
227 Contracting Officer may issue to the Contractor a special written notice of those necessary  
228 repairs. Except in the case of an emergency, the Contractor will be given 60 days to either make

229 the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting  
230 Officer. In the case of an emergency, or if the Contractor fails to either make the necessary  
231 repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer  
232 within 60 days of receipt of the notice, the Contracting Officer may cause the repairs to be made,  
233 and the cost of those repairs shall be paid by the Contractor as directed by the Contracting  
234 Officer.

235 (d) The Contractor shall not make any substantial changes in the [Transferred](#)  
236 [Works](#) without first obtaining written consent of the Contracting Officer. The Contractor shall  
237 ensure that no unauthorized encroachment occurs on [Transferred Works](#) land and rights-of-way.

238 (e) The Contractor agrees to indemnify the United States for, and hold the United  
239 States and all of its representatives harmless from, all damages resulting from suits, actions, or  
240 claims of any character brought on account of any injury to any person or property arising out of  
241 any act, omission, neglect, or misconduct in the manner or method of performing any  
242 construction, care, operation, maintenance, supervision, examination, inspection, or other duties  
243 of the Contractor or the United States on [Transferred Works](#) required under this Contract,  
244 regardless of who performs those duties. The Contractor does not agree to indemnify the United  
245 States for any damages arising from intentional torts or malicious actions committed by  
246 employees of the United States.

247 (f) The Contractor shall cooperate with the Contracting Officer in implementing  
248 an effective dam safety program. The United States agrees to provide the Contractor and the  
249 appropriate agency of the State in which the Project facilities are located with design data,  
250 designs, and an operating plan for the dam(s) and related facilities consistent with the current  
251 memorandum of understanding between the United States and the State of California relating to  
252 the coordination of planning, design, construction, operation, and maintenance processes for  
253 dams and related facilities.

254 (g) In the event the Contractor is found to be operating the [Transferred Works](#) or  
255 any part thereof in violation of this Contract, [and/or the Existing Contract](#), or the Contractor is  
256 found to be failing any financial commitments or other commitments to the United States under  
257 the terms and conditions of this Contract, [and/or the Existing Contract](#), then upon the election of  
258 the Contracting Officer, the United States may take over from the Contractor the care, operation,  
259 and maintenance of the [Transferred Works](#) by giving written notice to the Contractor of such  
260 election and the effective date thereof. Thereafter, during the period of operation by the United  
261 States, upon notification by the Contracting Officer the Contractor shall pay to the United States,  
262 annually in advance, the cost of operation and maintenance of the works as determined by the  
263 Contracting Officer. Following written notification from the Contracting Officer the care,  
264 operation, and maintenance of the works may be transferred back to the Contractor.

265 (h) In addition to all other payments to be made by the Contractor under this  
266 Contract, the Contractor shall reimburse to the United States, following the receipt of a statement  
267 from the Contracting Officer, all miscellaneous costs incurred by the United States for any work  
268 involved in the administration and supervision of this Contract.

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

271 13. (a) The Contracting Officer may, from time to time, examine the following:  
272 the Contractor's books, records, and reports; the project works being operated by the Contractor;  
273 the adequacy of the operation and maintenance program; the reserve fund; and the water  
274 conservation program including the water conservation fund, if applicable. Notwithstanding title  
275 ownership, where the United States retains a financial, physical, or liability interest in facilities  
276 either constructed by the United States or with funds provided by the United States, the  
277 Contracting Officer may examine any or all of the project works providing such interest to the  
278 United States.

279 (b) The Contracting Officer may, or the Contractor may ask the Contracting  
280 Officer to, conduct special inspections of any project works being operated by the Contractor and  
281 special audits of the Contractor's books and records to ascertain the extent of any operation and  
282 maintenance deficiencies to determine the remedial measures required for their correction and to  
283 assist the Contractor in solving specific problems. Except in an emergency, any special  
284 inspection or audit shall be made only after written notice thereof has been delivered to the  
285 Contractor by the Contracting Officer.

286 (c) The Contractor shall provide access to the project works, operate any  
287 mechanical or electrical equipment, and be available to assist in the examination, inspection, or  
288 audit.

289 (d) The Contracting Officer shall prepare reports based on the examinations,  
290 inspections, or audits and furnish copies of such reports and any recommendations to the  
291 Contractor.

292 (e) The costs incurred by the United States in conducting operation and  
293 maintenance examinations, inspections, and audits and preparing associated reports and  
294 recommendations related to high- and significant-hazard dams and associated facilities shall be  
295 nonreimbursable. Associated facilities include carriage, distribution, and drainage systems;  
296 pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and  
297 storage dams (low-hazard); Type 2 bridges which are Reclamation-owned bridges not located on  
298 a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including  
299 hatcheries; river channelization features; rural/municipal water systems; desalting and other  
300 water treatment plants; maintenance buildings and service yards; facilities constructed under  
301 Federal loan programs (until paid out); and recreation facilities (reserved works only); and any  
302 other facilities as determined by the Contracting Officer.

303 (f) Expenses incurred by the Contractor, as applicable, in participating in the  
304 operation and maintenance site examination will be borne by the Contractor.

305 (g) Requests by the Contractor for consultations, design services, or  
306 modification reviews, and the completion of any operation and maintenance activities identified  
307 in the formal recommendations resulting from the examination (unless otherwise noted) are to be

308 funded as project operation and maintenance and are reimbursable by the Contractor to the extent  
309 of current project operation and maintenance allocations.

310 (h) Site visit special inspections that are beyond the regularly scheduled  
311 operation and maintenance examinations conducted to evaluate particular concerns or problems  
312 and provide assistance relative to any corrective action (either as a follow up to an operation and  
313 maintenance examination or when requested by the Contractor) shall be nonreimbursable.

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314 (i) The Contracting Officer may provide the State an opportunity to observe  
315 and participate in, at its own expense, the examinations and inspections. The State may be  
316 provided copies of reports and any recommendations relating to such examinations and  
317 inspections.

318 CHARGES FOR DELINQUENT PAYMENTS

319 14. (a) The Contractor shall be subject to interest, administrative, and penalty  
320 charges on delinquent payments. If a payment is not received by the due date, the Contractor  
321 shall pay an interest charge on the delinquent payment for each day the payment is delinquent  
322 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in  
323 addition to the interest charge, an administrative charge to cover additional costs of billing and  
324 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor  
325 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the  
326 payment is delinquent beyond the due date, based on the remaining balance of the payment due  
327 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt  
328 collection services associated with a delinquent payment.

329 (b) The interest rate charged shall be the greater of either the rate prescribed  
330 quarterly in the *Federal Register* by the Department of the Treasury for application to overdue  
331 payments, or the interest rate of 0.5 percent per month. The interest rate charged will be  
332 determined as of the due date and remain fixed for the duration of the delinquent period.

333 (c) When a partial payment on a delinquent account is received, the amount  
334 received shall be applied first to the penalty charges, second to the administrative charges, third  
335 to the accrued interest, and finally to the overdue payment.

336

337 BOOKS, RECORDS, AND REPORTS

338 15. (a) The Contractor shall establish and maintain accounts and other books and  
339 records pertaining to administration of the terms and conditions of this Contract, including the  
340 Contractor's financial transactions; water supply data; project operation, maintenance, and  
341 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop  
342 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting  
343 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on  
344 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws  
345 and regulations, each party to this Contract shall have the right during office hours to examine

347 and make copies of the other party's books and records relating to matters covered by this  
348 Contract.  
349 (b) Nothing in this Article 14 shall be construed to limit or constrain the  
350 ability of the Contracting Officer to conduct contract compliance reviews of this Contract in  
351 accordance with Federal reclamation law and policy.

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352  
353 GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

354 16. (a) The obligation of the Contractor to pay the United States as provided in  
355 this Contract is a general obligation of the Contractor notwithstanding the manner in which the  
356 obligation may be distributed among the Contractor's water users and notwithstanding the default  
357 of individual water users in their obligations to the Contractor.

358 (b) The payment of charges becoming due pursuant to this Contract is a  
359 condition precedent to receiving benefits under this Contract.

360 NOTICES

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

368 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

374 OFFICIALS NOT TO BENEFIT

375 19. No Member of or Delegate to the Congress, Resident Commissioner, or official of  
376 the Contractor shall benefit from this Contract other than as a water user or landowner in the  
377 same manner as other water users or landowners.

378 PROTECTION OF WATER AND AIR QUALITY  
379

380 20. (a) Project facilities used by the Contractor to make available and deliver water to  
381 the Contractor's water users shall be operated and maintained in the most practical manner to  
382 maintain the quality of the water at the highest level possible as determined by the Contracting  
383 Officer: Provided, That the United States does not warrant the quality of the water delivered and  
384 is under no obligation to furnish or construct water treatment facilities to maintain or improve the  
385 quality of water delivered.

386 (b) The Contractor shall comply with all applicable water and air pollution laws  
387 and regulations of the United States and the State of California; and shall obtain all required  
388 permits or licenses from the appropriate Federal, State, or local authorities necessary for the  
389 delivery of water by the Contractor; and shall be responsible for compliance with all Federal,  
390 State, and local water quality standards applicable to surface and subsurface drainage and/or  
391 discharges generated through the use of Federal or Contractor facilities or Project water provided  
392 by the Contractor.

393 (c) This Article shall not affect or alter any legal obligations of the Secretary to  
394 provide drainage or other discharge services.

395 CLEAN AIR AND WATER

396 21. (a) The Contractor agrees as follows:  
397

398 (1) To comply with all the requirements of section 114 of the Clean Air  
399 Act, as amended (42 U.S.C. § 7414), and section 308 of the Clean Water Act (33 U.S.C. § 1318),  
400 relating to inspection, monitoring, entry, reports, and information, as well as other requirements  
401 specified in those sections, and all applicable regulations and guidelines issued thereunder.

402 (2) That no portion of the work required by this Contract will be  
403 performed in a facility listed on the Environmental Protection Agency List of Violating Facilities  
404 on the date when this Contract was executed unless and until the Environmental Protection  
405 Agency eliminates the name of such facility or facilities from such listing.

406 (3) To use its best efforts to comply with clean air standards and clean  
407 water standards at the facility where the XM Work #6 is being performed.

408 (4) To insert the substance of the provisions of this Article into any  
409 nonexempt subcontract, including this subparagraph (a)(4).

410 (b) The following definitions apply for purposes of this Article:

411 (1) The term "Clean Air Act" means the Act enacted by Pub. L. 88-206 of  
412 Dec. 17, 1963, and amendments thereto, as codified at 42 U.S.C. § 7401, et seq.

413 (2) The term "Clean Water Act" means the Act enacted by Pub. L. 92-  
414 500 of Oct. 18, 1972, and amendments thereto, as codified at 33 U.S.C. § 1251, et seq.

415 (3) The term "clean air standards" refers to all enforceable rules,  
416 regulations, guidelines, standards, limitations, orders, controls, prohibitions, and other



417 requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean  
418 Air Act or Executive Order 11738, an applicable implementation plan as described in  
419 section 110 of the Clean Air Act (42 U.S.C. § 7410), an approved implementation procedure or  
420 plan under subsection 111(c) or subsection 111(d) of the Clean Air Act  
421 (42 U.S.C. § 7411(c) or (d)), or an approved implementation procedure under subsection 112(d)  
422 of the Clean Air Act (42 U.S.C. § 7412(d)).

423 (4) The term “clean water standards” refers to all enforceable limitations,  
424 controls, conditions, prohibitions, standards, and other requirements which are promulgated  
425 pursuant to the Clean Water Act or contained in a permit issued to a discharger by the  
426 Environmental Protection Agency or by a state under an approved program, as authorized by  
427 section 402 of the Clean Water Act (33 U.S.C. § 1342), or by local government to ensure  
428 compliance with pretreatment regulations as required by section 307 of the Clean Water Act  
429 (33 U.S.C. § 1317).

430 (5) The term “comply” refers to compliance with clean air or water  
431 standards. It also refers to compliance with a schedule or plan ordered or approved by a court of  
432 competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control  
433 agency in accordance with the requirements of the Clean Air Act or Clean Water Act and  
434 regulations issued pursuant thereto.

435 (6) The term “facility” means any building, plant, installation, structure,  
436 mine, vessel or other floating craft, location, or site of operations owned, leased, or supervised by  
437 a contractor or subcontractor to be utilized in the performance of a contract or subcontract.  
438 Where a location or site of operations contains or includes more than one building, plant,  
439 installation, or structure, the entire location or site shall be deemed to be a facility except where  
440 the Director, Office of Federal Activities, Environmental Protection Agency, determines that  
441 independent facilities are collocated in one geographical area.  
442

#### 443 CHANGES IN CONTRACTOR'S ORGANIZATION

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

#### 448 ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

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

#### 452 EQUAL EMPLOYMENT OPPORTUNITY

453 24. During the performance of this Contract, the Contractor agrees as follows:

454 (a) The Contractor will not discriminate against any employee or applicant for  
455 employment because of race, color, religion, sex, sexual orientation, gender identity,  
456 disability, or national origin. The Contractor will take affirmative action to ensure that  
457 applicants are employed, and that employees are treated during employment, without  
458 regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or  
459 national origin. Such action shall include, but not be limited to the following:  
460 employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;  
461 layoff or termination; rates of pay or other forms of compensation; and selection for  
462 training, including apprenticeship. The Contractor agrees to post in conspicuous places,  
463 available to employees and applicants for employment, notices to be provided by the  
464 Contracting Officer setting forth the provisions of this nondiscrimination clause.

465 (b) The Contractor will, in all solicitations or advertisements for employees  
466 placed by or on behalf of the Contractor, state that all qualified applicants will receive  
467 consideration for employment without regard to race, color, religion, sex, sexual  
468 orientation, gender identity, disability, or national origin.

469 (c) The Contractor will send to each labor union or representative of workers  
470 with which it has a collective bargaining agreement or other contract or understanding, a  
471 notice, to be provided by the Contracting Officer, advising the labor union or workers'  
472 representative of the Contractor's commitments under section 202 of Executive Order  
473 11246 of September 24, 1965 (EO 11246), and shall post copies of the notice in  
474 conspicuous places available to employees and applicants for employment.

475 (d) The Contractor will comply with all provisions of EO 11246, and of the  
476 rules, regulations, and relevant orders of the Secretary of Labor.

477 (e) The Contractor will furnish all information and reports required by EO  
478 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant  
479 thereto, and will permit access to his books, records, and accounts by the Contracting  
480 Agency and the Secretary of Labor for purposes of investigation to ascertain compliance  
481 with such rules, regulations, and orders.

482 (f) In the event of the Contractor's noncompliance with the nondiscrimination  
483 clauses of this Contract or with any of such rules, regulations, or orders, this Contract  
484 may be canceled, terminated or suspended in whole or in part and the Contractor may be  
485 declared ineligible for further Government contracts in accordance with procedures  
486 authorized in EO 11246, and such other sanctions may be imposed and remedies invoked  
487 as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as  
488 otherwise provided by law.

489 (g) The Contractor will include the provisions of paragraphs (a) through (g) in  
490 every subcontract or purchase order unless exempted by the rules, regulations, or orders  
491 of the Secretary of Labor issued pursuant to section 204 of EO 11246, so that such  
492 provisions will be binding upon each subcontractor or vendor. The Contractor will take  
493 such action with respect to any subcontract or purchase order as may be directed by the  
494 Secretary of Labor as a means of enforcing such provisions, including sanctions for

495 noncompliance: *Provided, however,* That in the event the Contractor becomes involved  
496 in, or is threatened with, litigation with a subcontractor or vendor as a result of such  
497 direction, the Contractor may request that the United States enter into such litigation to  
498 protect the interests of the United States.

499 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

500 25. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964  
501 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as  
502 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title  
503 III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990  
504 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and  
505 with the applicable implementing regulations and any guidelines imposed by the U.S.  
506 Department of the Interior and/or Bureau of Reclamation.

507 (b) These statutes prohibit any person in the United States from being  
508 excluded from participation in, being denied the benefits of, or being otherwise subjected to  
509 discrimination under any program or activity receiving financial assistance from the Bureau of  
510 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this  
511 Contract, the Contractor agrees to immediately take any measures necessary to implement this  
512 obligation, including permitting officials of the United States to inspect premises, programs, and  
513 documents.

514 (c) The Contractor makes this agreement in consideration of and for the  
515 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other  
516 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of  
517 Reclamation, including installment payments after such date on account of arrangements for  
518 Federal financial assistance which were approved before such date. The Contractor recognizes  
519 and agrees that such Federal assistance will be extended in reliance on the representations and  
520 agreements made in this Article and that the United States reserves the right to seek judicial  
521 enforcement thereof.

522 (d) Complaints of discrimination against the Contractor shall be investigated  
523 by the Contracting Officer's Office of Civil Rights.

524 CERTIFICATION OF NONSEGREGATED FACILITIES

525 26. The Contractor hereby certifies that it does not maintain or provide for its  
526 employees any segregated facilities at any of its establishments and that it does not permit its  
527 employees to perform their services at any location under its control where segregated facilities  
528 are maintained. It certifies further that it will not maintain or provide for its employees any  
529 segregated facilities at any of its establishments and that it will not permit its employees to  
530 perform their services at any location under its control where segregated facilities are  
531 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal  
532 Employment Opportunity clause in this Contract. As used in this certification, the term  
533 "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms,  
534 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,

535 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing  
536 facilities provided for employees which are segregated by explicit directive or are in fact  
537 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,  
538 disability, or otherwise. The Contractor further agrees that (except where it has obtained  
539 identical certifications from proposed subcontractors for specific time periods) it will obtain  
540 identical certifications from proposed subcontractors prior to the award of subcontracts  
541 exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause;  
542 that it will retain such certifications in its files; and that it will forward the following notice to  
543 such proposed subcontractors (except where the proposed subcontractors have submitted  
544 identical certifications for specific time periods):

545 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
546 CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

553 PEST MANAGEMENT

554 27. The Contractor and any of its subcontractors are responsible for complying with  
555 applicable Federal, State, and local laws, rules, and regulations related to pest management in  
556 performing its responsibilities under this Contract, including but not limited to, the Department  
557 of the Interior Manual, Part 517 *Integrated Pest Management Policy* and Part 609 *Weed Control*  
558 *Program*, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order  
559 13112 of February 3, 1999.

560 MEDIUM FOR TRANSMITTING PAYMENTS

561 28. (a) All payments from the Contractor to the United States under this Contract  
562 shall be by the medium requested by the United States on or before the date payment is due. The  
563 required method of payment may include checks, wire transfers, or other types of payment  
564 specified by the United States.

565 (b) Upon execution of the Contract, the Contractor shall furnish the  
566 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose  
567 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising  
568 out of the Contractor's relationship with the United States.

569

RULES, REGULATIONS, AND DETERMINATIONS

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

574

CONTRACT DRAFTING CONSIDERATIONS

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

DRAFT

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:

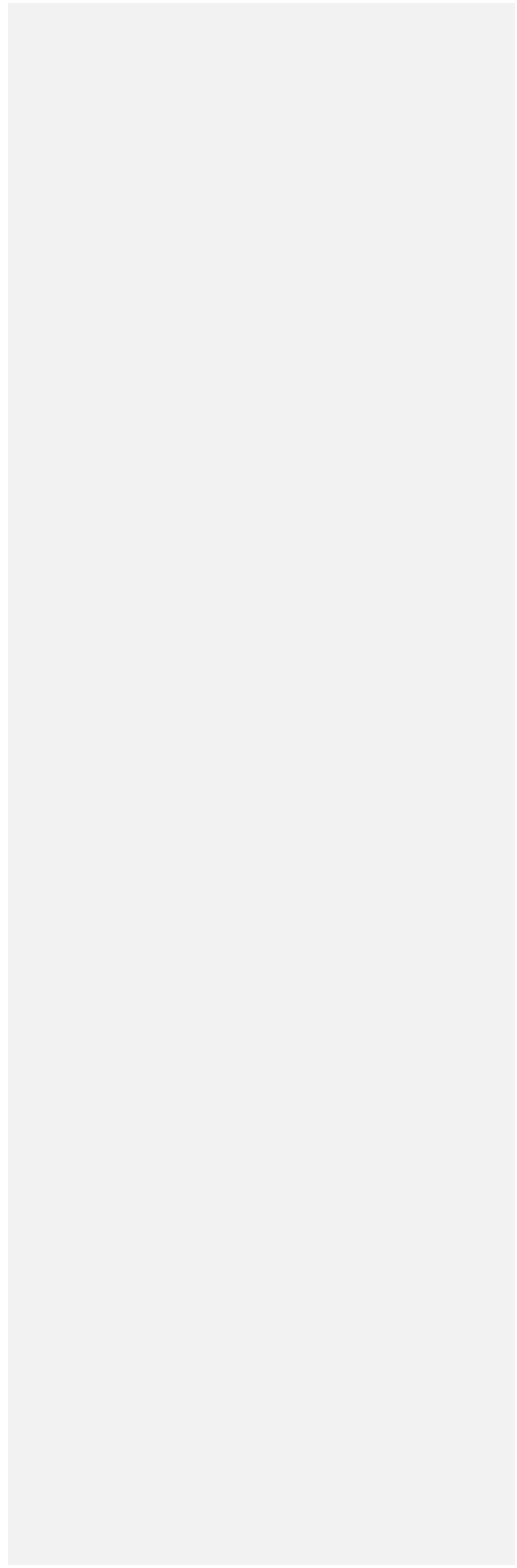
By: \_\_\_\_\_  
Secretary of the Board of Directors

EXHIBIT A

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

PAYMENT SCHEDULE

DRAFT



## Unit 6 Rewind Funding Options

Total Estimated Project Cost \$ 5,250,000  
 Need SLDMWA Contribution \$ 1,200,000 (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 Expenditure	Additional Expenditure for JPP	Total
SLDMWA	\$ 804,734	\$ 395,266	\$ -	\$ 1,200,000

	Funding Requirement	Annual Repayment (15 Year Term)
Reclamation	\$4,445,266	\$ 342,571

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

Annual Repayment (15 Year Term)	Annual Repayment to Reserve Account (5 years)	Total (Year 1-5)	Total (Year 6-15)
\$ 342,571	\$ 160,946.80	\$ 503,517.34	\$ 342,571

Option 2				
	Reserve	Previous Expenditure	Additional Expenditure for JPP	Total
SLDMWA	\$ 500,000	\$ 395,266	\$ 304,734	\$ 1,200,000

	Funding Requirement	Annual Repayment (15 Year Term)
Reclamation	\$4,750,000	\$366,150.81

Total	\$5,250,000
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Annual Repayment (15 Year Term)	Annual Repayment to Reserve Account (5 years)	Total (Year 1-5)	Total (Year 6-15)
\$ 366,151	\$ 100,000.00	\$ 466,150.81	\$ 366,151



### Unit 6 Rewind Funding Options

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 Need SLDMWA Contribution \$ 1,200,000 (75% of Reserve Fund Balance)

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*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

	Funding Requirement	Annual Repayment (15 Year Term)
Reclamation	\$4,050,000	\$ 311,985

Total	\$5,250,000
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Annual Repayment (15 Year Term)	Annual Repayment to Reserve Account (5 years)	Total (Year 1-5)	Total (Year 6-15)
\$ 311,985	\$ 240,000.00	\$ 551,984.92	\$ 311,985

Option 4				
	Reserve	Previous Expenditure	Additional Expenditure for JPP	Total
SLDMWA	\$ -	\$ 395,266	\$ 804,734	\$ 1,200,000

	Funding Requirement	Annual Repayment (15 Year Term)
Reclamation	\$5,250,000	\$ 404,885

Total	\$5,250,000
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Annual Repayment (15 Year Term)	Annual Repayment to Reserve Account (5 years)	Total (Year 1-5)	Total (Year 6-15)
\$ 404,885	\$ -	\$ 404,885.28	\$ 404,885

**SLDMWA EO&M PROJECTS (15 Year Outlook)**

**Type: Facility: EO&M No.**

**Project Title**

**2019**

**2020**

**2021**

**2022**

**2023**

**2024**

**2025**

**2026**

**2027**

**2028**

**2029**

**2030**

**2031**

**2032**

**2033**

**EXTRAORDINARY MAINTENANCE PROJECTS**

M	ONP	M2015006	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	169900	175000	180300	185700
M	DMC	M2012002	DMC Turnout Flow 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	0	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	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	44600	0	0	0	0	0	51700	0
M	DMC	C2015001	Concrete Lining Repair (MP92 to MP97)	0	0	0	0	305000	312500	0	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	0
M	JPP	E2009005	JPP Excitation Cabinet & Control Panel Refurbishment	0	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	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	200000	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 Stabilization	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 Battery Replacement	0	0	0	0	0	0	0	0	75000	0	0	0	0	0	0
M	ONP	M2017001	OPP Shaft Sleeve Manufacturing	0	0	0	0	0	0	0	0	0	88600	0	0	0	0	0
M	TFO	M2010001	Domestic/Potable Waterline Replacement	0	0	0	0	0	0	0	0	0	0	0	0	200000	0	0
S	JPP	M2015004	Fire Protection System Assessment	0	0	0	0	0	0	0	0	0	0	25000	0	0	0	0
S	ONP	M2015005	Fire Protection System Assessment	0	0	0	0	0	0	0	0	0	0	25000	0	0	0	0
S	JPP	C1994008	Dredge JPP Intake Channel	0	0	0	0	0	0	0	0	0	0	300000	0	0	0	2000000
S	JPP	E1994017	Install Adjustable Speed Controller (1 Unit)	0	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	0	500000	0	0
S	DMC	C1994009	Rehabilitate Timber Farm Bridges	0	0	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 \$ 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

No. of Projects 6 6 9 7 6 9 7 5 4 5 6 3 5 4 3

**PROJECTS PROPOSED TO BE FINANCED BY RECLAMATION**

RX	JPP	E1999001	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	0	0	1500000	1545000	1591000	1639000	1688000	1739000	0	0	0	0
RX	DMC	C2015003	Canal Modification Due to Subsidence	0	0	0	0	0	50000	1500000	1545000	0	0	0	0	0	0	0
RX	ONP	E2015005	Station Service & Distribution Equipment Replacement	0	0	0	0	0	0	500000	515000	530000	0	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	0	0	0	1500000	1545000

**Projects Funded by OTHERS FY Totals** \$ 5,407,500 \$ 5,569,725 \$ 5,736,817 \$ 5,908,921 \$ 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** \$ 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

Total No. of Projects in FY 7 7 10 8 7 11 10 8 6 6 7 4 6 5 4

**REPORT TOTAL** \$ **86,012,641**

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

**ANNUAL FUNDING REQUIREMENT FOR RECLAMATION FINANCED PROJECTS**

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	\$ 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	\$ 122,246
RX	DMC	C2015006	Replace DMC Althea Ave Bridge 15 yr Repayment Plan											\$ 118,684	\$ 240,929	\$ 240,929	\$ 240,929	\$ 240,929
RX	DMC	C2015005	Replace DMC Russell Ave Bridge 15 yr Repayment Plan													\$ 118,684	\$ 240,929	\$ 240,929
<b>Reserve Fund Annual Repayment Obligation</b>				<b>\$ 160,947</b>	<b>\$ 160,947</b>	<b>\$ 160,947</b>	<b>\$ 160,947</b>	<b>\$ 160,947</b>										
<b>TOTAL ANTICIPATED DEBT REPAYMENT OBLIGATION</b>				<b>\$ 503,517</b>	<b>\$ 922,239</b>	<b>\$ 1,355,268</b>	<b>\$ 1,803,089</b>	<b>\$ 2,266,206</b>	<b>\$ 2,702,874</b>	<b>\$ 2,983,365</b>	<b>\$ 3,272,203</b>	<b>\$ 3,443,820</b>	<b>\$ 3,577,379</b>	<b>\$ 3,714,974</b>	<b>\$ 3,833,658</b>	<b>\$ 3,955,903</b>	<b>\$ 4,074,587</b>	<b>\$ 4,196,832</b>
<b>Extraordinary Maintenance Projects FY Totals</b>				<b>\$ 3,222,000</b>	<b>\$ 3,427,400</b>	<b>\$ 2,750,440</b>	<b>\$ 2,541,600</b>	<b>\$ 1,921,000</b>	<b>\$ 3,211,600</b>	<b>\$ 2,058,494</b>	<b>\$ 1,752,524</b>	<b>\$ 1,474,616</b>	<b>\$ 1,682,653</b>	<b>\$ 2,234,362</b>	<b>\$ 4,660,700</b>	<b>\$ 1,512,600</b>	<b>\$ 1,272,400</b>	<b>\$ 3,149,100</b>
<b>TOTAL ANNUAL EO&amp;M FUNDING REQUIRED</b>				<b>\$ 3,725,517</b>	<b>\$ 4,349,639</b>	<b>\$ 4,105,708</b>	<b>\$ 4,344,689</b>	<b>\$ 4,187,206</b>	<b>\$ 5,914,474</b>	<b>\$ 5,041,859</b>	<b>\$ 5,024,727</b>	<b>\$ 4,918,436</b>	<b>\$ 5,260,032</b>	<b>\$ 5,949,336</b>	<b>\$ 8,494,358</b>	<b>\$ 5,468,503</b>	<b>\$ 5,346,987</b>	<b>\$ 7,345,932</b>
<b>15 Year Total</b>																	<b>\$</b>	<b>79,477,405</b>

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

**ANNUAL FUNDING REQUIREMENT 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	\$ 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	\$ 122,246
RX	DMC	C2015006	Replace DMC Althea Ave Bridge 15 yr Repayment Plan											\$ 118,684	\$ 240,929	\$ 240,929	\$ 240,929	\$ 240,929
RX	DMC	C2015005	Replace DMC Russell Ave Bridge 15 yr Repayment Plan													\$ 118,684	\$ 240,929	\$ 240,929
<b>Reserve Fund Annual Repayment Obligation</b>				<b>\$ 240,000</b>	<b>\$ 240,000</b>	<b>\$ 240,000</b>	<b>\$ 240,000</b>	<b>\$ 240,000</b>										
<b>TOTAL ANTICIPATED DEBT REPAYMENT OBLIGATION</b>				<b>\$ 551,985</b>	<b>\$ 970,707</b>	<b>\$ 1,403,736</b>	<b>\$ 1,851,557</b>	<b>\$ 2,314,674</b>	<b>\$ 2,672,288</b>	<b>\$ 2,952,779</b>	<b>\$ 3,241,617</b>	<b>\$ 3,413,234</b>	<b>\$ 3,546,793</b>	<b>\$ 3,684,388</b>	<b>\$ 3,803,072</b>	<b>\$ 3,925,317</b>	<b>\$ 4,044,001</b>	<b>\$ 4,166,246</b>
<b>Extraordinary Maintenance Projects FY Totals</b>				<b>\$ 3,222,000</b>	<b>\$ 3,427,400</b>	<b>\$ 2,750,440</b>	<b>\$ 2,541,600</b>	<b>\$ 1,921,000</b>	<b>\$ 3,211,600</b>	<b>\$ 2,058,494</b>	<b>\$ 1,752,524</b>	<b>\$ 1,474,616</b>	<b>\$ 1,682,653</b>	<b>\$ 2,234,362</b>	<b>\$ 4,660,700</b>	<b>\$ 1,512,600</b>	<b>\$ 1,272,400</b>	<b>\$ 3,149,100</b>
<b>TOTAL ANNUAL EO&amp;M FUNDING REQUIRED</b>				<b>\$ 3,773,985</b>	<b>\$ 4,398,107</b>	<b>\$ 4,154,176</b>	<b>\$ 4,393,157</b>	<b>\$ 4,235,674</b>	<b>\$ 5,883,888</b>	<b>\$ 5,011,273</b>	<b>\$ 4,994,141</b>	<b>\$ 4,887,850</b>	<b>\$ 5,229,446</b>	<b>\$ 5,918,750</b>	<b>\$ 8,463,772</b>	<b>\$ 5,437,917</b>	<b>\$ 5,316,401</b>	<b>\$ 7,315,346</b>
<b>15 Year Total</b>																	<b>\$</b>	<b>79,413,886</b>

## OPTION 1

**(Use of \$804.7K from Reserve Fund and receive an offset of \$395.3K 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.

<b>Unit 6 Project Cost</b>	<b>\$4,445,266.00</b>
XM Work Commencement	February-18

Term	Rate*	Annual Repayment
15.00	1.750%	\$342,570.54

<b>Unit 2 Project Cost</b>	<b>\$5,407,500.00</b>
XM Work Commencement	February-19

Term	Rate	Annual Repayment
15.00	1.800%	\$418,721.95

<b>Unit 1 Project Cost</b>	<b>\$5,569,725.00</b>
XM Work Commencement	February-20

Term	Rate	Annual Repayment
15.00	1.850%	\$433,028.71

<b>Unit 4 Project Cost</b>	<b>\$5,736,816.75</b>
XM Work Commencement	February-21

Term	Rate	Annual Repayment
15.00	1.900%	\$447,821.42

<b>Unit 3 Project Cost</b>	<b>\$5,908,921.25</b>
XM Work Commencement	February-22

Term	Rate	Annual Repayment
15.00	1.950%	\$463,116.51

<b>Unit 5 Project Cost</b>	<b>\$6,086,188.89</b>
XM Work Commencement	February-23

Term	Rate	Annual Repayment
15.00	2.000%	\$478,930.94

**Breakdown of Aggregate Annual Repayments**

Date	15-YR Term							TOTAL
	Unit 6	Unit 2	Unit 1	Unit 4	Unit 3	Unit 5		
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	
10 2028	342,570.54	418,721.95	433,028.71	447,821.42	463,116.51	478,930.94	2,584,190.07	
11 2029	342,570.54	418,721.95	433,028.71	447,821.42	463,116.51	478,930.94	2,584,190.07	
12 2030	342,570.54	418,721.95	433,028.71	447,821.42	463,116.51	478,930.94	2,584,190.07	
13 2031	342,570.54	418,721.95	433,028.71	447,821.42	463,116.51	478,930.94	2,584,190.07	
14 2032	342,570.54	418,721.95	433,028.71	447,821.42	463,116.51	478,930.94	2,584,190.07	
15 2033	342,570.54	418,721.95	433,028.71	447,821.42	463,116.51	478,930.94	2,584,190.07	
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	
<b>Total</b>	<b>\$ 5,138,558.08</b>	<b>\$ 6,280,829.30</b>	<b>\$ 6,495,430.61</b>	<b>\$ 6,717,321.34</b>	<b>\$ 6,946,747.67</b>	<b>\$ 7,183,964.07</b>	<b>\$ 38,762,851.07</b>	

TRUE

# OPTION 1

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM

<b>Total Unit 6 Project Costs</b>	<b>\$4,445,266.00</b> (\$804,734 from Reserve)	<b>Interest Rate</b>	<b>1.750%</b>
<b>Loan Amount</b>	<b>\$4,485,235.12</b>	<b>Rate Increase</b>	<input style="width: 50px;" type="text" value="0.00"/>
<b>XM Work Commencement</b>	<b>February-18</b>	*Reflects basis points	
<b>Repayment Term</b>	<input style="width: 50px;" type="text" value="15.00"/> Enter up to 30	<b>TRUE</b>	
	<i>No accrued Interest</i> <i>Includes Interest</i>		
<b>Annual Repayment</b>	<b>\$339,517.80</b>	<b>\$342,570.54</b>	
<b>First Installment Date</b>	<b>December-19</b>		
<b>Apply Accrued Interest on Repayment Loan</b>	<input style="width: 50px;" type="text" value="YES"/>	Enter "YES" or "NO"	

### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw 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

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	Annual Payment
1	<b>December-19</b>	\$0.00	\$4,221,156.19	\$264,078.92	\$78,491.61	\$342,570.54
2	<b>December-20</b>	\$0.00	\$3,952,455.89	268,700.31	73,870.23	\$342,570.54
3	<b>December-21</b>	\$0.00	3,679,053.33	273,402.56	69,167.98	\$342,570.54
4	<b>December-22</b>	\$0.00	3,400,866.22	278,187.11	64,383.43	\$342,570.54
5	<b>December-23</b>	\$0.00	3,117,810.84	283,055.38	59,515.16	\$342,570.54
6	<b>December-24</b>	\$0.00	2,829,801.99	288,008.85	54,561.69	\$342,570.54
7	<b>December-25</b>	\$0.00	2,536,752.99	293,049.00	49,521.53	\$342,570.54
8	<b>December-26</b>	\$0.00	2,238,575.62	298,177.36	44,393.18	\$342,570.54
9	<b>December-27</b>	\$0.00	1,935,180.16	303,395.47	39,175.07	\$342,570.54
10	<b>December-28</b>	\$0.00	1,626,475.27	308,704.89	33,865.65	\$342,570.54
11	<b>December-29</b>	\$0.00	1,312,368.05	314,107.22	28,463.32	\$342,570.54
12	<b>December-30</b>	\$0.00	992,763.95	319,604.10	22,966.44	\$342,570.54
13	<b>December-31</b>	\$0.00	667,566.78	325,197.17	17,373.37	\$342,570.54
14	<b>December-32</b>	\$0.00	336,678.66	330,888.12	11,682.42	\$342,570.54
15	<b>December-33</b>	\$0.00	0.00	336,678.66	5,891.88	\$342,570.54
	<b>Total</b>		<b>\$0.00</b>	<b>\$4,485,235.12</b>	<b>\$653,322.97</b>	<b>\$ 5,138,558.08</b>

Reserve 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	Interest Rate	1.800%
Loan Amount	\$5,461,652.25	Rate Increase	<input type="text" value="5.00"/>
XM Work Commencement	February-19	*Reflects basis points	
Repayment Term	<input type="text" value="15.00"/> Enter up to 30	TRUE	
	<i>No accrued Interest</i> <i>Includes Interest</i>		
Annual Repayment	<input type="text" value="\$414,570.33"/> <input type="text" value="\$418,721.95"/>		
First Installment Date	December-20		
Apply Accrued Interest on Repayment Loan	<input type="text" value="YES"/>	Enter "YES" or "NO"	

### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw Amount	Principal	Interest 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

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	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
	<b>Total</b>		<b>\$0.00</b>	<b>\$5,461,652.25</b>	<b>\$819,177.05</b>	<b>\$6,280,829.30</b>

# OPTION 1

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM

Total Unit 6 Project Costs	\$5,569,725.00	Interest Rate	1.850%
Loan Amount	\$5,627,051.17	Rate Increase	<input style="width: 60px; height: 15px;" type="text" value="10.00"/>
XM Work Commencement	February-20	*Reflects basis points	
Repayment Term	<input style="width: 60px; height: 15px;" type="text" value="15.00"/>	Enter up to 30	TRUE
	<i>No accrued Interest</i>	<i>Includes Interest</i>	
Annual Repayment	<input style="width: 100px; height: 15px;" type="text" value="\$428,617.18"/>	<input style="width: 100px; height: 15px;" type="text" value="\$433,028.71"/>	
First Installment Date	December-21		
Apply Accrued Interest on Repayment Loan	<input style="width: 60px; height: 15px;" type="text" value="YES"/>	Enter "YES" or "NO"	

### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw Amount	Principal	Interest Accrual	Annual Payment
February-20	\$424,360.00	\$424,360.00	\$0.00	-	\$0.00
March-20	\$848,720.00	\$1,273,080.00	\$0.00	654.22	\$0.00
April-20	\$795,675.00	\$2,068,755.00	\$0.00	1,962.67	\$0.00
May-20	\$1,591,350.00	\$3,660,105.00	\$0.00	3,189.33	\$0.00
June-20	\$530,450.00	\$4,190,555.00	\$0.00	5,642.66	\$0.00
July-20	\$530,450.00	\$4,721,005.00	\$0.00	6,460.44	\$0.00
August-20	\$212,180.00	\$4,933,185.00	\$0.00	7,278.22	\$0.00
September-20	\$212,180.00	\$5,145,365.00	\$0.00	7,605.33	\$0.00
October-20	\$159,135.00	\$5,304,500.00	\$0.00	7,932.44	\$0.00
November-20	\$159,135.00	\$5,463,635.00	\$0.00	8,177.77	\$0.00
December-20	\$106,090.00	\$5,569,725.00	\$0.00	8,423.10	\$0.00

### Repayment Schedule

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	Annual Payment
1	December-21	\$0.00	\$5,298,122.91	\$328,928.26	\$104,100.45	\$433,028.71
2	December-22	\$0.00	\$4,963,109.48	\$335,013.43	98,015.27	\$433,028.71
3	December-23	\$0.00	4,621,898.30	341,211.18	91,817.53	\$433,028.71
4	December-24	\$0.00	4,274,374.71	347,523.59	85,505.12	\$433,028.71
5	December-25	\$0.00	3,920,421.93	353,952.78	79,075.93	\$433,028.71
6	December-26	\$0.00	3,559,921.03	360,500.90	72,527.81	\$433,028.71
7	December-27	\$0.00	3,192,750.86	367,170.17	65,858.54	\$433,028.71
8	December-28	\$0.00	2,818,788.05	373,962.82	59,065.89	\$433,028.71
9	December-29	\$0.00	2,437,906.92	380,881.13	52,147.58	\$433,028.71
10	December-30	\$0.00	2,049,979.49	387,927.43	45,101.28	\$433,028.71
11	December-31	\$0.00	1,654,875.40	395,104.09	37,924.62	\$433,028.71
12	December-32	\$0.00	1,252,461.89	402,413.51	30,615.19	\$433,028.71
13	December-33	\$0.00	842,603.73	409,858.16	23,170.54	\$433,028.71
14	December-34	\$0.00	425,163.19	417,440.54	15,588.17	\$433,028.71
15	December-35	\$0.00	0.00	425,163.19	7,865.52	\$433,028.71
	<b>Total</b>		<b>\$0.00</b>	<b>\$5,627,051.17</b>	<b>\$868,379.44</b>	<b>\$6,495,430.61</b>

# OPTION 1

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM

Total Unit 6 Project Costs	\$5,736,816.75	Interest Rate	1.900%
Loan Amount	\$5,797,458.55	Rate Increase	<input type="text" value="15.00"/>
XM Work Commencement	February-21	*Reflects basis points	
Repayment Term	<input type="text" value="15.00"/>	Enter up to 30	TRUE
	<i>No accrued Interest</i> <i>Includes Interest</i>		
Annual Repayment	<input type="text" value="\$443,137.18"/> <input type="text" value="\$447,821.42"/>		
First Installment Date	December-22		
Apply Accrued Interest on Repayment Loan	<input type="text" value="YES"/>	Enter "YES" or "NO"	

### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw Amount	Principal	Interest Accrual	Annual Payment
February-21	\$437,090.80	\$437,090.80	\$0.00	-	\$0.00
March-21	\$874,181.60	\$1,311,272.40	\$0.00	692.06	\$0.00
April-21	\$819,545.25	\$2,130,817.65	\$0.00	2,076.18	\$0.00
May-21	\$1,639,090.50	\$3,769,908.15	\$0.00	3,373.79	\$0.00
June-21	\$546,363.50	\$4,316,271.65	\$0.00	5,969.02	\$0.00
July-21	\$546,363.50	\$4,862,635.15	\$0.00	6,834.10	\$0.00
August-21	\$218,545.40	\$5,081,180.55	\$0.00	7,699.17	\$0.00
September-21	\$218,545.40	\$5,299,725.95	\$0.00	8,045.20	\$0.00
October-21	\$163,909.05	\$5,463,635.00	\$0.00	8,391.23	\$0.00
November-21	\$163,909.05	\$5,627,544.05	\$0.00	8,650.76	\$0.00
December-21	\$109,272.70	\$5,736,816.75	\$0.00	8,910.28	\$0.00

### Repayment Schedule

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	Annual Payment
1	December-22	\$0.00	\$5,459,788.84	\$337,669.71	\$110,151.71	\$447,821.42
2	December-23	\$0.00	\$5,115,703.40	\$344,085.43	103,735.99	\$447,821.42
3	December-24	\$0.00	4,765,080.34	350,623.06	97,198.36	\$447,821.42
4	December-25	\$0.00	4,407,795.45	357,284.90	90,536.53	\$447,821.42
5	December-26	\$0.00	4,043,722.14	364,073.31	83,748.11	\$447,821.42
6	December-27	\$0.00	3,672,731.44	370,990.70	76,830.72	\$447,821.42
7	December-28	\$0.00	3,294,691.91	378,039.53	69,781.90	\$447,821.42
8	December-29	\$0.00	2,909,469.63	385,222.28	62,599.15	\$447,821.42
9	December-30	\$0.00	2,516,928.13	392,541.50	55,279.92	\$447,821.42
10	December-31	\$0.00	2,116,928.35	399,999.79	47,821.63	\$447,821.42
11	December-32	\$0.00	1,709,328.56	407,599.78	40,221.64	\$447,821.42
12	December-33	\$0.00	1,293,984.38	415,344.18	32,477.24	\$447,821.42
13	December-34	\$0.00	870,748.66	423,235.72	24,585.70	\$447,821.42
14	December-35	\$0.00	439,471.46	431,277.20	16,544.22	\$447,821.42
15	December-36	\$0.00	(0.00)	439,471.46	8,349.96	\$447,821.42
	<b>Total</b>		<b>\$0.00</b>	<b>\$5,797,458.55</b>	<b>\$919,862.79</b>	<b>\$6,717,321.34</b>



# OPTION 1

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM

Total Unit 6 Project Costs	\$5,908,921.25	Interest Rate	1.950%
Loan Amount	\$5,973,026.01	Rate Increase	<input type="text" value="20.00"/>
XM Work Commencement	February-22	*Reflects basis points	
Repayment Term	<input type="text" value="15.00"/> Enter up to 30	TRUE	
	<i>No accrued Interest</i> <i>Includes Interest</i>		
Annual Repayment	<input type="text" value="\$458,146.17"/> <input type="text" value="\$463,116.51"/>		
First Installment Date	December-23		
Apply Accrued Interest on Repayment Loan	<input type="text" value="YES"/>	Enter "YES" or "NO"	

### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw Amount	Principal	Interest Accrual	Annual Payment
February-22	\$450,203.52	\$450,203.52	\$0.00	-	\$0.00
March-22	\$900,407.05	\$1,350,610.57	\$0.00	731.58	\$0.00
April-22	\$844,131.61	\$2,194,742.18	\$0.00	2,194.74	\$0.00
May-22	\$1,688,263.22	\$3,883,005.39	\$0.00	3,566.46	\$0.00
June-22	\$562,754.41	\$4,445,759.80	\$0.00	6,309.88	\$0.00
July-22	\$562,754.41	\$5,008,514.20	\$0.00	7,224.36	\$0.00
August-22	\$225,101.76	\$5,233,615.97	\$0.00	8,138.84	\$0.00
September-22	\$225,101.76	\$5,458,717.73	\$0.00	8,504.63	\$0.00
October-22	\$168,826.32	\$5,627,544.05	\$0.00	8,870.42	\$0.00
November-22	\$168,826.32	\$5,796,370.37	\$0.00	9,144.76	\$0.00
December-22	\$112,550.88	\$5,908,921.25	\$0.00	9,419.10	\$0.00

### Repayment Schedule

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	Annual Payment
1	December-23	\$0.00	\$5,626,383.51	\$346,642.50	\$116,474.01	\$463,116.51
2	December-24	\$0.00	\$5,272,981.48	\$353,402.03	109,714.48	\$463,116.51
3	December-25	\$0.00	4,912,688.10	360,293.37	102,823.14	\$463,116.51
4	December-26	\$0.00	4,545,369.01	367,319.09	95,797.42	\$463,116.51
5	December-27	\$0.00	4,170,887.19	374,481.82	88,634.70	\$463,116.51
6	December-28	\$0.00	3,789,102.98	381,784.21	81,332.30	\$463,116.51
7	December-29	\$0.00	3,399,873.98	389,229.00	73,887.51	\$463,116.51
8	December-30	\$0.00	3,003,055.01	396,818.97	66,297.54	\$463,116.51
9	December-31	\$0.00	2,598,498.07	404,556.94	58,559.57	\$463,116.51
10	December-32	\$0.00	2,186,052.27	412,445.80	50,670.71	\$463,116.51
11	December-33	\$0.00	1,765,563.78	420,488.49	42,628.02	\$463,116.51
12	December-34	\$0.00	1,336,875.76	428,688.02	34,428.49	\$463,116.51
13	December-35	\$0.00	899,828.33	437,047.43	26,069.08	\$463,116.51
14	December-36	\$0.00	454,258.47	445,569.86	17,546.65	\$463,116.51
15	December-37	\$0.00	0.00	454,258.47	8,858.04	\$463,116.51
	<b>Total</b>		<b>\$0.00</b>	<b>\$5,973,026.01</b>	<b>\$973,721.66</b>	<b>\$6,946,747.67</b>

# OPTION 1

Adjustable cells that can allow alternative data

## SCENARIO 1: 15 YEAR REPAYMENT TERM

Total Unit 6 Project Costs	\$6,086,188.89	Interest Rate	2.000%
Loan Amount	\$6,153,909.82	Rate Increase	<input type="text" value="25.00"/>
XM Work Commencement	February-23	*Reflects basis points	
Repayment Term	<input type="text" value="15.00"/>	Enter up to 30	TRUE
	<i>No accrued Interest</i> <i>Includes Interest</i>		
Annual Repayment	<input type="text" value="\$473,660.52"/>	<input type="text" value="\$478,930.94"/>	
First Installment Date	December-24		
Apply Accrued Interest on Repayment Loan	<input type="text" value="YES"/>	Enter "YES" or "NO"	

### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw Amount	Principal	Interest Accrual	Annual Payment
February-23	\$463,709.63	\$463,709.63	\$0.00	-	\$0.00
March-23	\$927,419.26	\$1,391,128.89	\$0.00	772.85	\$0.00
April-23	\$869,455.56	\$2,260,584.44	\$0.00	2,318.55	\$0.00
May-23	\$1,738,911.11	\$3,999,495.56	\$0.00	3,767.64	\$0.00
June-23	\$579,637.04	\$4,579,132.59	\$0.00	6,665.83	\$0.00
July-23	\$579,637.04	\$5,158,769.63	\$0.00	7,631.89	\$0.00
August-23	\$231,854.81	\$5,390,624.45	\$0.00	8,597.95	\$0.00
September-23	\$231,854.81	\$5,622,479.26	\$0.00	8,984.37	\$0.00
October-23	\$173,891.11	\$5,796,370.37	\$0.00	9,370.80	\$0.00
November-23	\$173,891.11	\$5,970,261.48	\$0.00	9,660.62	\$0.00
December-23	\$115,927.41	\$6,086,188.89	\$0.00	9,950.44	\$0.00

### Repayment Schedule

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	Annual Payment
1	December-24	\$0.00	\$5,798,057.08	\$355,852.74	\$123,078.20	\$478,930.94
2	December-25	\$0.00	\$5,435,087.28	\$362,969.80	115,961.14	\$478,930.94
3	December-26	\$0.00	5,064,858.09	370,229.19	108,701.75	\$478,930.94
4	December-27	\$0.00	4,687,224.31	377,633.78	101,297.16	\$478,930.94
5	December-28	\$0.00	4,302,037.86	385,186.45	93,744.49	\$478,930.94
6	December-29	\$0.00	3,909,147.68	392,890.18	86,040.76	\$478,930.94
7	December-30	\$0.00	3,508,399.70	400,747.98	78,182.95	\$478,930.94
8	December-31	\$0.00	3,099,636.75	408,762.94	70,167.99	\$478,930.94
9	December-32	\$0.00	2,682,698.55	416,938.20	61,992.74	\$478,930.94
10	December-33	\$0.00	2,257,421.58	425,276.97	53,653.97	\$478,930.94
11	December-34	\$0.00	1,823,639.08	433,782.51	45,148.43	\$478,930.94
12	December-35	\$0.00	1,381,180.92	442,458.16	36,472.78	\$478,930.94
13	December-36	\$0.00	929,873.60	451,307.32	27,623.62	\$478,930.94
14	December-37	\$0.00	469,540.14	460,333.47	18,597.47	\$478,930.94
15	December-38	\$0.00	0.00	469,540.14	9,390.80	\$478,930.94
	<b>Total</b>		<b>\$0.00</b>	<b>\$6,153,909.82</b>	<b>\$1,030,054.25</b>	<b>\$7,183,964.07</b>

## 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.

<b>Unit 6 Project Cost</b>	<b>\$4,050,000.00</b>
XM Work Commencement	February-18

Term	Rate*	Annual Repayment
15.00	1.750%	\$311,984.92

<b>Unit 2 Project Cost</b>	<b>\$5,407,500.00</b>
XM Work Commencement	February-19

Term	Rate	Annual Repayment
15.00	1.800%	\$418,721.95

<b>Unit 1 Project Cost</b>	<b>\$5,569,725.00</b>
XM Work Commencement	February-20

Term	Rate	Annual Repayment
15.00	1.850%	\$433,028.71

<b>Unit 4 Project Cost</b>	<b>\$5,736,816.75</b>
XM Work Commencement	February-21

Term	Rate	Annual Repayment
15.00	1.900%	\$447,821.42

<b>Unit 3 Project Cost</b>	<b>\$5,908,921.25</b>
XM Work Commencement	February-22

Term	Rate	Annual Repayment
15.00	1.950%	\$463,116.51

<b>Unit 5 Project Cost</b>	<b>\$6,086,188.89</b>
XM Work Commencement	February-23

Term	Rate	Annual Repayment
15.00	2.000%	\$478,930.94

### Breakdown of Aggregate Annual Repayments

Date	15-YR Term							TOTAL
	Unit 6	Unit 2	Unit 1	Unit 4	Unit 3	Unit 5		
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	
<b>Total</b>	<b>\$ 4,679,773.79</b>	<b>\$ 6,280,829.30</b>	<b>\$ 6,495,430.61</b>	<b>\$ 6,717,321.34</b>	<b>\$ 6,946,747.67</b>	<b>\$ 7,183,964.07</b>	<b>\$ 38,304,066.77</b>	

## OPTION 3

Adjustable cells that can allow alternative data

### SCENARIO 1: 15 YEAR REPAYMENT TERM

Total Unit 6 Project Costs	<b>\$4,050,000.00</b> (\$1.2M from Reserve)	Interest Rate	<b>1.750%</b>
Loan Amount	<b>\$4,084,781.25</b>	Rate Increase	<span style="border: 1px solid black; display: inline-block; width: 50px; text-align: center;">0.00</span>
XM Work Commencement	<b>February-18</b>	*Reflects basis points	
Repayment Term	<span style="border: 1px solid black; display: inline-block; width: 50px; text-align: center;">15.00</span> Enter up to 30	TRUE	
	<i>No accrued Interest</i> <i>Includes Interest</i>		
Annual Repayment	<span style="border: 1px solid black; display: inline-block; width: 100px; text-align: center;">\$309,328.42</span> <span style="border: 1px solid black; display: inline-block; width: 100px; text-align: center;">\$311,984.92</span>		
First Installment Date	<b>December-19</b>		
Apply Accrued Interest on Repayment Loan	<span style="border: 1px solid black; display: inline-block; width: 50px; text-align: center;">YES</span>	Enter "YES" or "NO"	

#### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw Amount	Principal	Interest Accrual	Annual Payment
February-18	\$0.00	\$0.00	\$0.00	-	\$0.00
March-18	\$0.00	\$0.00	\$0.00	-	\$0.00
April-18	\$750,000.00	\$750,000.00	\$0.00	-	\$0.00
May-18	\$1,500,000.00	\$2,250,000.00	\$0.00	1,093.75	\$0.00
June-18	\$500,000.00	\$2,750,000.00	\$0.00	3,281.25	\$0.00
July-18	\$500,000.00	\$3,250,000.00	\$0.00	4,010.42	\$0.00
August-18	\$200,000.00	\$3,450,000.00	\$0.00	4,739.58	\$0.00
September-18	\$200,000.00	\$3,650,000.00	\$0.00	5,031.25	\$0.00
October-18	\$150,000.00	\$3,800,000.00	\$0.00	5,322.92	\$0.00
November-18	\$150,000.00	\$3,950,000.00	\$0.00	5,541.67	\$0.00
December-18	\$100,000.00	\$4,050,000.00	\$0.00	5,760.42	\$0.00

#### Repayment Schedule

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	Annual Payment
1	<b>December-19</b>	\$0.00	\$3,844,280.00	\$240,501.25	\$71,483.67	\$311,984.92
2	<b>December-20</b>	\$0.00	\$3,599,569.98	244,710.02	67,274.90	\$311,984.92
3	<b>December-21</b>	\$0.00	3,350,577.54	248,992.44	62,992.47	\$311,984.92
4	<b>December-22</b>	\$0.00	3,097,227.73	253,349.81	58,635.11	\$311,984.92
5	<b>December-23</b>	\$0.00	2,839,444.29	257,783.43	54,201.49	\$311,984.92
6	<b>December-24</b>	\$0.00	2,577,149.65	262,294.64	49,690.28	\$311,984.92
7	<b>December-25</b>	\$0.00	2,310,264.85	266,884.80	45,100.12	\$311,984.92
8	<b>December-26</b>	\$0.00	2,038,709.57	271,555.28	40,429.63	\$311,984.92
9	<b>December-27</b>	\$0.00	1,762,402.06	276,307.50	35,677.42	\$311,984.92
10	<b>December-28</b>	\$0.00	1,481,259.18	281,142.88	30,842.04	\$311,984.92
11	<b>December-29</b>	\$0.00	1,195,196.30	286,062.88	25,922.04	\$311,984.92
12	<b>December-30</b>	\$0.00	904,127.31	291,068.98	20,915.94	\$311,984.92
13	<b>December-31</b>	\$0.00	607,964.62	296,162.69	15,822.23	\$311,984.92
14	<b>December-32</b>	\$0.00	306,619.09	301,345.54	10,639.38	\$311,984.92
15	<b>December-33</b>	\$0.00	-	306,619.09	5,365.83	\$311,984.92
	<b>Total</b>		<b>\$0.00</b>	<b>\$4,084,781.25</b>	<b>\$594,992.54</b>	<b>\$ 4,679,773.79</b>

Reserve Withdrawal: **\$ 1,200,000.00**  
**Total of All Payments: \$ 5,879,773.79**

## OPTION 3

Adjustable cells that can allow alternative data

### SCENARIO 1: 15 YEAR REPAYMENT TERM

Total Unit 6 Project Costs	\$5,407,500.00	Interest Rate	1.800%
Loan Amount	\$5,461,652.25	Rate Increase	<input type="text" value="5.00"/>
XM Work Commencement	February-19	*Reflects basis points	
Repayment Term	<input type="text" value="15.00"/>	Enter up to 30	TRUE
	<i>No accrued Interest</i> <i>Includes Interest</i>		
Annual Repayment	<input type="text" value="\$414,570.33"/>	<input type="text" value="\$418,721.95"/>	
First Installment Date	December-20		
Apply Accrued Interest on Repayment Loan	<input type="text" value="YES"/>	Enter "YES" or "NO"	

#### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw Amount	Principal	Interest 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

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	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
	<b>Total</b>		<b>\$0.00</b>	<b>\$5,461,652.25</b>	<b>\$819,177.05</b>	<b>\$6,280,829.30</b>

## OPTION 3

Adjustable cells that can allow alternative data

### SCENARIO 1: 15 YEAR REPAYMENT TERM

Total Unit 6 Project Costs	\$5,569,725.00	Interest Rate	1.850%
Loan Amount	\$5,627,051.17	Rate Increase	<input type="text" value="10.00"/>
XM Work Commencement	February-20	*Reflects basis points	
Repayment Term	<input type="text" value="15.00"/> Enter up to 30	TRUE	
	<i>No accrued Interest</i> <i>Includes Interest</i>		
Annual Repayment	<input type="text" value="\$428,617.18"/> <input type="text" value="\$433,028.71"/>		
First Installment Date	December-21		
Apply Accrued Interest on Repayment Loan	<input type="text" value="YES"/>	Enter "YES" or "NO"	

#### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw Amount	Principal	Interest Accrual	Annual Payment
February-20	\$424,360.00	\$424,360.00	\$0.00	-	\$0.00
March-20	\$848,720.00	\$1,273,080.00	\$0.00	654.22	\$0.00
April-20	\$795,675.00	\$2,068,755.00	\$0.00	1,962.67	\$0.00
May-20	\$1,591,350.00	\$3,660,105.00	\$0.00	3,189.33	\$0.00
June-20	\$530,450.00	\$4,190,555.00	\$0.00	5,642.66	\$0.00
July-20	\$530,450.00	\$4,721,005.00	\$0.00	6,460.44	\$0.00
August-20	\$212,180.00	\$4,933,185.00	\$0.00	7,278.22	\$0.00
September-20	\$212,180.00	\$5,145,365.00	\$0.00	7,605.33	\$0.00
October-20	\$159,135.00	\$5,304,500.00	\$0.00	7,932.44	\$0.00
November-20	\$159,135.00	\$5,463,635.00	\$0.00	8,177.77	\$0.00
December-20	\$106,090.00	\$5,569,725.00	\$0.00	8,423.10	\$0.00

#### Repayment Schedule

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	Annual Payment
1	December-21	\$0.00	\$5,298,122.91	\$328,928.26	\$104,100.45	\$433,028.71
2	December-22	\$0.00	\$4,963,109.48	\$335,013.43	98,015.27	\$433,028.71
3	December-23	\$0.00	4,621,898.30	341,211.18	91,817.53	\$433,028.71
4	December-24	\$0.00	4,274,374.71	347,523.59	85,505.12	\$433,028.71
5	December-25	\$0.00	3,920,421.93	353,952.78	79,075.93	\$433,028.71
6	December-26	\$0.00	3,559,921.03	360,500.90	72,527.81	\$433,028.71
7	December-27	\$0.00	3,192,750.86	367,170.17	65,858.54	\$433,028.71
8	December-28	\$0.00	2,818,788.05	373,962.82	59,065.89	\$433,028.71
9	December-29	\$0.00	2,437,906.92	380,881.13	52,147.58	\$433,028.71
10	December-30	\$0.00	2,049,979.49	387,927.43	45,101.28	\$433,028.71
11	December-31	\$0.00	1,654,875.40	395,104.09	37,924.62	\$433,028.71
12	December-32	\$0.00	1,252,461.89	402,413.51	30,615.19	\$433,028.71
13	December-33	\$0.00	842,603.73	409,858.16	23,170.54	\$433,028.71
14	December-34	\$0.00	425,163.19	417,440.54	15,588.17	\$433,028.71
15	December-35	\$0.00	0.00	425,163.19	7,865.52	\$433,028.71
	<b>Total</b>		<b>\$0.00</b>	<b>\$5,627,051.17</b>	<b>\$868,379.44</b>	<b>\$6,495,430.61</b>

### OPTION 3

Adjustable cells that can allow alternative data

#### SCENARIO 1: 15 YEAR REPAYMENT TERM

Total Unit 6 Project Costs	\$5,736,816.75	Interest Rate	1.900%
Loan Amount	\$5,797,458.55	Rate Increase	<input type="text" value="15.00"/>
XM Work Commencement	February-21	*Reflects basis points	
Repayment Term	<input type="text" value="15.00"/>	Enter up to 30	TRUE
	<i>No accrued Interest</i> <i>Includes Interest</i>		
Annual Repayment	<input type="text" value="\$443,137.18"/> <input type="text" value="\$447,821.42"/>		
First Installment Date	December-22		
Apply Accrued Interest on Repayment Loan	<input type="text" value="YES"/>	Enter "YES" or "NO"	

#### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw Amount	Principal	Interest Accrual	Annual Payment
February-21	\$437,090.80	\$437,090.80	\$0.00	-	\$0.00
March-21	\$874,181.60	\$1,311,272.40	\$0.00	692.06	\$0.00
April-21	\$819,545.25	\$2,130,817.65	\$0.00	2,076.18	\$0.00
May-21	\$1,639,090.50	\$3,769,908.15	\$0.00	3,373.79	\$0.00
June-21	\$546,363.50	\$4,316,271.65	\$0.00	5,969.02	\$0.00
July-21	\$546,363.50	\$4,862,635.15	\$0.00	6,834.10	\$0.00
August-21	\$218,545.40	\$5,081,180.55	\$0.00	7,699.17	\$0.00
September-21	\$218,545.40	\$5,299,725.95	\$0.00	8,045.20	\$0.00
October-21	\$163,909.05	\$5,463,635.00	\$0.00	8,391.23	\$0.00
November-21	\$163,909.05	\$5,627,544.05	\$0.00	8,650.76	\$0.00
December-21	\$109,272.70	\$5,736,816.75	\$0.00	8,910.28	\$0.00

#### Repayment Schedule

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	Annual Payment
1	December-22	\$0.00	\$5,459,788.84	\$337,669.71	\$110,151.71	\$447,821.42
2	December-23	\$0.00	\$5,115,703.40	\$344,085.43	103,735.99	\$447,821.42
3	December-24	\$0.00	4,765,080.34	350,623.06	97,198.36	\$447,821.42
4	December-25	\$0.00	4,407,795.45	357,284.90	90,536.53	\$447,821.42
5	December-26	\$0.00	4,043,722.14	364,073.31	83,748.11	\$447,821.42
6	December-27	\$0.00	3,672,731.44	370,990.70	76,830.72	\$447,821.42
7	December-28	\$0.00	3,294,691.91	378,039.53	69,781.90	\$447,821.42
8	December-29	\$0.00	2,909,469.63	385,222.28	62,599.15	\$447,821.42
9	December-30	\$0.00	2,516,928.13	392,541.50	55,279.92	\$447,821.42
10	December-31	\$0.00	2,116,928.35	399,999.79	47,821.63	\$447,821.42
11	December-32	\$0.00	1,709,328.56	407,599.78	40,221.64	\$447,821.42
12	December-33	\$0.00	1,293,984.38	415,344.18	32,477.24	\$447,821.42
13	December-34	\$0.00	870,748.66	423,235.72	24,585.70	\$447,821.42
14	December-35	\$0.00	439,471.46	431,277.20	16,544.22	\$447,821.42
15	December-36	\$0.00	(0.00)	439,471.46	8,349.96	\$447,821.42
	<b>Total</b>		<b>\$0.00</b>	<b>\$5,797,458.55</b>	<b>\$919,862.79</b>	<b>\$6,717,321.34</b>

## OPTION 3

Adjustable cells that can allow alternative data

### SCENARIO 1: 15 YEAR REPAYMENT TERM

Total Unit 6 Project Costs	\$5,908,921.25	Interest Rate	1.950%
Loan Amount	\$5,973,026.01	Rate Increase	<input type="text" value="20.00"/>
XM Work Commencement	February-22	*Reflects basis points	
Repayment Term	<input type="text" value="15.00"/>	Enter up to 30	TRUE
	<i>No accrued Interest</i> <i>Includes Interest</i>		
Annual Repayment	<input type="text" value="\$458,146.17"/> <input type="text" value="\$463,116.51"/>		
First Installment Date	December-23		
Apply Accrued Interest on Repayment Loan	<input type="text" value="YES"/>	Enter "YES" or "NO"	

#### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw Amount	Principal	Interest Accrual	Annual Payment
February-22	\$450,203.52	\$450,203.52	\$0.00	-	\$0.00
March-22	\$900,407.05	\$1,350,610.57	\$0.00	731.58	\$0.00
April-22	\$844,131.61	\$2,194,742.18	\$0.00	2,194.74	\$0.00
May-22	\$1,688,263.22	\$3,883,005.39	\$0.00	3,566.46	\$0.00
June-22	\$562,754.41	\$4,445,759.80	\$0.00	6,309.88	\$0.00
July-22	\$562,754.41	\$5,008,514.20	\$0.00	7,224.36	\$0.00
August-22	\$225,101.76	\$5,233,615.97	\$0.00	8,138.84	\$0.00
September-22	\$225,101.76	\$5,458,717.73	\$0.00	8,504.63	\$0.00
October-22	\$168,826.32	\$5,627,544.05	\$0.00	8,870.42	\$0.00
November-22	\$168,826.32	\$5,796,370.37	\$0.00	9,144.76	\$0.00
December-22	\$112,550.88	\$5,908,921.25	\$0.00	9,419.10	\$0.00

#### Repayment Schedule

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	Annual Payment
1	December-23	\$0.00	\$5,626,383.51	\$346,642.50	\$116,474.01	\$463,116.51
2	December-24	\$0.00	\$5,272,981.48	\$353,402.03	109,714.48	\$463,116.51
3	December-25	\$0.00	4,912,688.10	360,293.37	102,823.14	\$463,116.51
4	December-26	\$0.00	4,545,369.01	367,319.09	95,797.42	\$463,116.51
5	December-27	\$0.00	4,170,887.19	374,481.82	88,634.70	\$463,116.51
6	December-28	\$0.00	3,789,102.98	381,784.21	81,332.30	\$463,116.51
7	December-29	\$0.00	3,399,873.98	389,229.00	73,887.51	\$463,116.51
8	December-30	\$0.00	3,003,055.01	396,818.97	66,297.54	\$463,116.51
9	December-31	\$0.00	2,598,498.07	404,556.94	58,559.57	\$463,116.51
10	December-32	\$0.00	2,186,052.27	412,445.80	50,670.71	\$463,116.51
11	December-33	\$0.00	1,765,563.78	420,488.49	42,628.02	\$463,116.51
12	December-34	\$0.00	1,336,875.76	428,688.02	34,428.49	\$463,116.51
13	December-35	\$0.00	899,828.33	437,047.43	26,069.08	\$463,116.51
14	December-36	\$0.00	454,258.47	445,569.86	17,546.65	\$463,116.51
15	December-37	\$0.00	0.00	454,258.47	8,858.04	\$463,116.51
	<b>Total</b>		<b>\$0.00</b>	<b>\$5,973,026.01</b>	<b>\$973,721.66</b>	<b>\$6,946,747.67</b>



## OPTION 3

Adjustable cells that can allow alternative data

### SCENARIO 1: 15 YEAR REPAYMENT TERM

Total Unit 6 Project Costs	\$6,086,188.89	Interest Rate	2.000%
Loan Amount	\$6,153,909.82	Rate Increase	<input type="text" value="25.00"/>
XM Work Commencement	February-23	*Reflects basis points	
Repayment Term	<input type="text" value="15.00"/>	Enter up to 30	TRUE
	<i>No accrued Interest</i> <i>Includes Interest</i>		
Annual Repayment	<input type="text" value="\$473,660.52"/>	<input type="text" value="\$478,930.94"/>	
First Installment Date	December-24		
Apply Accrued Interest on Repayment Loan	<input type="text" value="YES"/>	Enter "YES" or "NO"	

#### Drawdown Schedule

Period	Drawdown Schedule	Outstanding Draw Amount	Principal	Interest Accrual	Annual Payment
February-23	\$463,709.63	\$463,709.63	\$0.00	-	\$0.00
March-23	\$927,419.26	\$1,391,128.89	\$0.00	772.85	\$0.00
April-23	\$869,455.56	\$2,260,584.44	\$0.00	2,318.55	\$0.00
May-23	\$1,738,911.11	\$3,999,495.56	\$0.00	3,767.64	\$0.00
June-23	\$579,637.04	\$4,579,132.59	\$0.00	6,665.83	\$0.00
July-23	\$579,637.04	\$5,158,769.63	\$0.00	7,631.89	\$0.00
August-23	\$231,854.81	\$5,390,624.45	\$0.00	8,597.95	\$0.00
September-23	\$231,854.81	\$5,622,479.26	\$0.00	8,984.37	\$0.00
October-23	\$173,891.11	\$5,796,370.37	\$0.00	9,370.80	\$0.00
November-23	\$173,891.11	\$5,970,261.48	\$0.00	9,660.62	\$0.00
December-23	\$115,927.41	\$6,086,188.89	\$0.00	9,950.44	\$0.00

#### Repayment Schedule

	Period	Drawdown Schedule	Outstanding Loan Amount	Principal	Interest Accrual	Annual Payment
1	December-24	\$0.00	\$5,798,057.08	\$355,852.74	\$123,078.20	\$478,930.94
2	December-25	\$0.00	\$5,435,087.28	\$362,969.80	115,961.14	\$478,930.94
3	December-26	\$0.00	5,064,858.09	370,229.19	108,701.75	\$478,930.94
4	December-27	\$0.00	4,687,224.31	377,633.78	101,297.16	\$478,930.94
5	December-28	\$0.00	4,302,037.86	385,186.45	93,744.49	\$478,930.94
6	December-29	\$0.00	3,909,147.68	392,890.18	86,040.76	\$478,930.94
7	December-30	\$0.00	3,508,399.70	400,747.98	78,182.95	\$478,930.94
8	December-31	\$0.00	3,099,636.75	408,762.94	70,167.99	\$478,930.94
9	December-32	\$0.00	2,682,698.55	416,938.20	61,992.74	\$478,930.94
10	December-33	\$0.00	2,257,421.58	425,276.97	53,653.97	\$478,930.94
11	December-34	\$0.00	1,823,639.08	433,782.51	45,148.43	\$478,930.94
12	December-35	\$0.00	1,381,180.92	442,458.16	36,472.78	\$478,930.94
13	December-36	\$0.00	929,873.60	451,307.32	27,623.62	\$478,930.94
14	December-37	\$0.00	469,540.14	460,333.47	18,597.47	\$478,930.94
15	December-38	\$0.00	0.00	469,540.14	9,390.80	\$478,930.94
	<b>Total</b>		<b>\$0.00</b>	<b>\$6,153,909.82</b>	<b>\$1,030,054.25</b>	<b>\$7,183,964.07</b>