

Amendatory Agreement No. 1 to
Contract No. 14-03-39293

2-28-74

WASHINGTON PUBLIC POWER SUPPLY SYSTEM
NUCLEAR PROJECT NO. 1

AMENDATORY AGREEMENT

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF THE INTERIOR

acting by and through the

BONNEVILLE POWER ADMINISTRATOR

and

WASHINGTON PUBLIC POWER SUPPLY SYSTEM

and

CITY OF RICHLAND, WASHINGTON

(Net Billing Agreement)

This AMENDATORY AGREEMENT, executed as of _____, 1974, by the UNITED STATES OF AMERICA, Department of the Interior, acting by and through the BONNEVILLE POWER ADMINISTRATOR (Administrator), and WASHINGTON PUBLIC POWER SUPPLY SYSTEM (Supply System), a municipal corporation of the State of Washington, and the CITY OF RICHLAND, WASHINGTON (Participant), a municipal corporation of the State of Washington,

W I T N E S S E T H:

WHEREAS the parties hereto, on February 6, 1973, executed a Net Billing Agreement for the Washington Public Power Supply System Nuclear Project No. 1 (Contract No. 14-03-39293, hereinafter referred to as Primary Contract) which

provides, among other things, for the sale of a portion of Project Capability to the Participant and the Participant's assignment of such Project Capability to the Administrator, and the parties desire to amend the Primary Contract to incorporate a new Project description and revise other provisions related to the Hanford Project and the Generating Facilities, both as defined herein; and

WHEREAS the Project as described in the Primary Contract includes the use of the Generating Facilities which are a part of the Hanford Project, and which are necessary to the Hanford Project to produce power from waste steam from the Atomic Energy Commission's New Production Reactor (NPR) pursuant to an agreement executed by the Supply System and the Atomic Energy Commission ("AEC Hanford NPR Agreement"); and

WHEREAS the present schedule for the Project requires the shutdown of the Hanford Project about October 31, 1977, and will eliminate the availability of the Hanford Project as a source of power thereafter; and

WHEREAS due to delays in construction of various generating projects in the Pacific Northwest and anticipated fuel shortages, planned power generating resources under the Hydro-Thermal Power Program are expected to be inadequate to meet the needs of the area in the late 1970's; and

WHEREAS the parties have agreed that in order to keep the Hanford Project available for continued operation after October 1977 it is appropriate that the Project operation be disassociated from Hanford Project operation and that it no longer be operated in conjunction with said Generating Facilities, and the Administrator and the Participant have determined that such disassociation will be beneficial to them by improving the probability that amounts of electric power resources will be sufficient to meet their loads in the late 1970's and early 1980's; and

WHEREAS the Administrator is authorized pursuant to law to dispose of electric power and energy generated at various federal hydroelectric projects in the Pacific Northwest and to enter into related agreements;

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. This amendatory agreement shall be effective on the date of execution.

2. Section 15(a) is deleted and the following substituted therefor:

"(a) The parties hereto agree (1) that Supply System shall not enter into agreements for the continued operation of the Hanford Project after October 31, 1977, if such continued operation will increase the amounts which otherwise would have been payable by the Participant hereunder, and (2) that the use and employment of the Generating Facilities by Supply System and the disposition of the electric power and energy to be produced by the Generating Facilities subsequent to the date the AEC suspends operation of the NPR in accordance with Article 8 of the AEC Hanford NPR Agreement shall be to the entities, for the purpose and in the manner agreed upon by the Administrator and Supply System; provided, however, that Supply System shall not agree to the use of the Generating Facilities by another project if such use will increase the amounts which otherwise would have been payable by the Participant hereunder. If the Participant is a party to a Hanford Exchange Agreement, the parties hereto also agree that the execution and delivery of this agreement as it may be amended does not affect, limit, modify, alter, release, or discharge their respective obligations under the Hanford Exchange Agreements or reduce the Participant's obligations to make payments thereunder, in the event that sufficient moneys to make such payments are not otherwise available in accordance with the Net Billing Agreements and the Project Exchange Agreements."

3. Section 11 is amended by deleting the words (1) "in the Vantage substation" in the subheading entitled "Location", and (2) "500 kv" in the subheading entitled "Metering".

4. Exhibit. Exhibit B, "Description of Project", is replaced with the Exhibit B attached hereto.

IN WITNESS WHEREOF, the parties have executed this amendatory agreement in several counterparts.

UNITED STATES OF AMERICA
Department of the Interior

(SEAL)

By

Ronald Paul Zobel
Bonneville Power Administrator

WASHINGTON PUBLIC POWER SUPPLY SYSTEM

(SEAL)

By

Title

ATTEST:

By

Title

CLERK

CITY OF RENTON, WASHINGTON

(SEAL)

By

Title

Larry R. Coon
City Manager

ATTEST:

By

Title

City Clerk

EXHIBIT B
Revision 1
(2-28-74)

PROJECT CHARACTERISTICS
WASHINGTON PUBLIC POWER SUPPLY SYSTEM
NUCLEAR PROJECT NO. 1

The Washington Public Power Supply System's Nuclear Project No. 1 is expected to have a net electrical plant capability of approximately 1,200 MW. The Project will be located on the Hanford Reservation of the U. S. Atomic Energy Commission which is near the City of Richland in Benton County, Washington.

The plant and associated facilities will include a nuclear steam supply system, fuel and reactor coolant system with all related containment structures, safety features, instrumentation, control and auxiliary systems; turbine-generator, condensers and circulating water systems, facilities and piping; electrical and mechanical systems and other related equipment and facilities; electrical facilities to deliver the output of the Project to the Federal Columbia River Power System; and other structures, shops, warehouses, construction facilities, offices, equipment or facilities necessary or appropriate to the construction, maintenance and operation of the Project.