

Reclamation Manual

Directives and Standards

1. **CONTRACTS FOR PROJECT USE POWER.**

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(The following PREAMBLE is for use in all contracts)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
(Project name) Project, (Project location (county & state))
CONTRACT FOR ELECTRIC SERVICE WITH (name of contractor)

1. This Contract, made this ____ day of _____, 20__, in pursuance of the Act of Congress approved [insert reference to applicable Act or Acts], between the UNITED STATES OF AMERICA, hereinafter called the United States, represented by the officer executing this contract, his duly appointed successor, or his duly authorized representative, hereinafter called the contracting officer, and _____¹ hereinafter called the Contractor, _____ and assigns.

WITNESSETH

2. (Explanatory recitals to be filled in only as may be necessary to meet the particular case.)
_____. NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

ELECTRIC SERVICE TO BE FURNISHED

(For use in contracts involving firm power service) Appropriate modifications may be made as necessary to secure a combination or restriction of uses or to properly describe the point of delivery and receipt.)

_____. (a) The United States, under the terms and conditions stipulated herein, will furnish electric service to the Contractor, from and after the date of initial service as hereinafter defined, at the point at which the _____ volt circuit of the _____ is attached to the _____ of the _____ at or near _____.

¹Insert name of Contractor, state of incorporation and designation of Contractor's classification, such as "an industrial customer," "a municipal corporation," "an irrigation district," "a public power district," etc.

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(b) (Use one of the following alternative paragraphs.)

Alternative (1). (For general use)

(b) Electric power and energy furnished hereunder shall be delivered to the Contractor at a nominal delivery voltage of _____ volts and shall be measured at or near _____ at _____ volts.¹ Electric energy will be delivered in amounts which the Contractor may from time to time require up to a maximum rate of delivery, hereinafter called the contract rate of delivery for firm power, of _____ kilowatts.²

Alternative (2). (For use in Great Plains Region only in contracts in the Missouri River Basin area as appropriate)

(b) Electric power and energy furnished hereunder will be delivered to the Contractor at a nominal delivery voltage of _____ volts and will be measured at or near _____ at _____ volts. On and after _____,³ electric energy will be delivered in amounts which the Contractor may from time to time require up to a maximum rate of delivery, hereinafter called the contract rate of delivery for firm power, of _____ kilowatts. Prior to _____, inasmuch as the amount of energy available for delivery or capable of being received hereunder will depend upon the progress by each of the parties hereto in providing the facilities necessary to the rendering of the electric service provided for herein, the contract rate of delivery for firm power will be initially established by written mutual agreement between the parties hereto and thereafter said contract rate of delivery for firm power will be subject to further increases up to a maximum amount of _____ kilowatts by subsequent written mutual agreements between said parties.

¹Where the point of measurement is not the point of delivery, language similar to the following or a specific statement of the losses may be used as applicable (losses of less than one-half of one percent (0.5) should be ignored): "If the power and energy delivered at any point of delivery is transmitted an appreciable distance before it is measured, the meter readings at said point of delivery will be increased by an amount to be agreed upon in writing by the parties hereto in order to compensate for transmission losses between the point of delivery and the point of measurement, except where the metering equipment automatically adjusts for such losses."

²Where multiple points of delivery are stated as one aggregate contract rate of delivery, section (b) should be revised in part as follows: "Electric energy will be delivered in amounts which the Contractor may from time to time require, within the available capacity of the substation and transmission facilities to deliver the power at individual points, up to a maximum aggregate rate of delivery for all points, hereinafter called the contract rate of delivery for firm power, of _____ kilowatts."

³The date to be inserted will be determined from the Missouri River Basin marketing criteria or subsequently approved marketing plans.

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SCHEDULE OF RATES

Alternative (1). (The following is for general use in all contracts where rate schedules have been approved for use on the project.)

____. The Contractor shall pay for the electric service furnished hereunder in accordance with the rates, charges, and conditions set out in Rate Schedule(s) _____ attached hereto and made a part hereof as it may be amended from time to time.^{1,2}

Alternative (2). (Where no rate schedule has been approved for use on the project, the following Schedule of Rates article shall be used.)

____. The Contractor shall pay for the electric service furnished hereunder in accordance with such applicable rate schedule as shall hereafter be approved by the Secretary of the Interior for use on the project as it may be amended from time to time. Written notice of the rate schedule approved by the Secretary will be given to the Contractor. The Contractor may terminate this contract at any time within 180 days after receipt of such notice.

COMPLIANCE WITH RULES AND REGULATIONS

The Secretary may from time to time promulgate rules and regulations to implement the Reclamation Laws. The Contractor agrees to abide by such final rules and regulations lawfully adopted. This contract is subject to all such lawful rules and regulations now or hereafter in force when not inconsistent with any express and specific provisions herein. Such rules and regulations are made a part of this contract.

¹Where appropriate because of advantage to the United States or because the flow of power at the several points of delivery is reasonably beyond the control of the Contractor, add the following: "Notwithstanding the provisions of the Rate Schedule and the General Power Contract provisions, meter readings at the several points of delivery herein provided shall be combined for billing purposes. The highest 30-minute integrated demand shall be taken as the highest coincident 30-minute demand measured at all points of delivery."

²When only one contract rate of delivery is stated for points of delivery some of which are entitled to the transmission voltage discount and others of which are not, add a provision similar to the following: "Provided, That since electric service at the point(s) of delivery specified in subsections _____ of Article _____ hereof is at transmission voltage and subject to the discount for character and conditions of service provided in the Rate Schedule, _____ kilowatts of the aggregate contract rate of delivery shall, for the purpose of determining the minimum annual capacity charge, be considered as being for service at said point(s), and therefore subject to such discount."

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RESALE OF ELECTRIC ENERGY

(The following is for use only in contracts where energy is sold solely for Contractor's own use.)

____. The Contractor shall not resell any of the electric energy delivered to it hereunder except with the consent of the Secretary of the Interior, and then only under terms and conditions approved by the Secretary.

TERM OF CONTRACT

____. (a) (Use appropriate alternative paragraph.)

Alternative (1)

____. (A) This contract shall become effective _____ and, subject to prior termination as otherwise herein provided for, shall remain in effect until midnight of _____, 20__.

Alternative (2)

____. (a) This contract shall become effective _____ and, subject to prior termination as otherwise herein provided for, shall remain in effect until midnight of _____, 20__. Either party hereto may terminate this contract at any time after _____, 20__, by written notice of termination given to the other party _____ days in advance of the effective date thereof.

Alternative (3)

____. (a) This contract shall become effective _____ and, subject to prior termination as otherwise herein provided for, shall remain in effect until midnight of _____, 20__. The _____ may terminate this contract at any time after _____, 20__, by written notice of termination given to the other party _____ days in advance of the effective date thereof.

Alternative (4) (For use in municipal contracts where state law requires short-term contracts.)

____. (a) This contract shall become effective _____ and, subject to prior termination as otherwise herein provided for, shall remain in effect until midnight of _____, 20__. At any time prior to the expiration of this contract or any renewal thereof, the Contractor may renew this contract for an additional term of _____ years by written notice to the United States but in no event shall the term of this contract and any renewals thereof exceed in total a period of twenty (20) years.

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DATE OF INITIAL SERVICE

(b) (Use appropriate alternative paragraph)

Alternative (1)

(b) The date of initial service hereunder is defined as the effective date of this contract.

Alternative (2)

(b) The date of initial service hereunder at each point of delivery is defined as the date upon which the United States is ready to furnish and the Contractor is ready to receive electric service; Provided, That the date of initial service hereunder shall not be later than _____ months after the date on which the United States is ready to furnish such electric service.

Alternative (3)

(b) The date of initial service hereunder at each point of delivery is defined as the date upon which the United States is ready to furnish and the Contractor is ready to receive electric service; Provided, That the United States shall have given written notice to the Contractor _____ days in advance of the date on which the United States will be ready to furnish such electric service.

Alternative (4)

(b) The date of initial service hereunder at each point of delivery is defined as the date upon which the United States is ready to furnish and the Contractor is ready to receive electric service; Provided, That the Contractor shall have given written notice to the contracting officer _____ days in advance of the date on which the Contractor will be ready to receive said electric service; and, Provided further, That if the Contractor does not give the contracting officer such written notice within _____ months after the date of this contract, then the United States shall have the right at any time thereafter, in the absence of such notice having been given in the interim period, to terminate this contract by written notice of termination to the Contractor.

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GENERAL POWER CONTRACT PROVISIONS

The applicable provisions of the General Power Contract Provisions (GPCP) should be attached and made a part of any contracts written by Reclamation offices.

The following language is for use in all contracts.

_____. The General Power Contract Provisions (effective _____) attached hereto are made a part of this contract the same as if they had been expressly set forth herein.
^{1,2}

(The following SIGNATURE CLAUSE is for use in all contracts)

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

(Name of Contractor)
By _____
Title _____
Address _____

THE UNITED STATES OF AMERICA
By _____
Title _____
Address _____

(Corp. Seal)

Attest:

Title _____

(Modify as necessary where contractor is not a corporation)

¹When necessary, appropriate language should be inserted here covering provisions which are to be modified or rendered inoperative.

²Article O on employment can be rendered inoperative in contracts the performance of which does not involve the employment of persons.

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CERTIFICATE

(The following is for use where Contractor is a private corporation: in other cases obtain such evidence of authority as may be necessary.)

I, _____, certify that I am the _____
of the _____, the corporation named as
Contractor herein; that _____, who signed the above contract on
behalf of said Contractor, was then its _____;
that said contract was duly signed for and in behalf of said Contractor by authority of its
governing body and is within the scope of its corporate powers.

(SEAL)