

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM A
FOR MEETING OF DECEMBER 14, 2021**

SUBJECT:

Roll Call / Conformance to Open Meeting Law.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None

STAFF COMMENTS AND BACKGROUND:

Announcement of actions taken to conform to the Open Meeting Law will be reported at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM B
FOR MEETING OF DECEMBER 14, 2021**

SUBJECT:

Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM C
FOR MEETING OF DECEMBER 14, 2021**

SUBJECT:

For Possible Action: Approval of minutes of the September 14, 2021 meeting.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Approval of the minutes will be recommended at the meeting.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

The minutes of the September 14, 2021 meeting is enclosed for your review.

The Colorado River Commission of Nevada (Commission) meeting was held at 1:30 p.m. on Tuesday, September 14, 2021 at the Grant Sawyer office building, 555 E. Washington Ave, Room 1100, Las Vegas, Nevada, 89101.

COMMISSIONERS IN ATTENDANCE

Chairwoman
Vice Chairwoman
Commissioner
Commissioner

Puoy K. Premsrirut
Kara J. Kelley
Dan H. Stewart
Justin Jones

COMMISSIONERS PRESENT VIA TELECONFERENCE

Commissioner

Cody Winterton

COMMISSIONERS NOT PRESENT

Commissioner
Commissioner

Marilyn Kirkpatrick
Allen J. Puliz

DEPUTY ATTORNEY GENERAL

Special Counsel, Attorney General
Senior Deputy Attorney General

Christine Guerci
David W. Newton

COMMISSION STAFF IN ATTENDANCE

Executive Director
Senior Assistant Director
Chief of Finance and Administration
Assistant Director, Hydropower
Assistant Director, Engineering and Operations
Assistant Director, Energy Information Systems
Hydropower Program Manager
Natural Resource Analyst
Senior Energy Accountant
System Coordinator
Natural Resource Specialist
Office Manager
Administrative Assistant IV
Administrative Assistant IV

Eric Witkoski
Sara Price
Douglas N. Beatty
Gail Bates
Robert Reese
Kaleb Hall
Craig Pyper
Warren Turkett, Ph.D.
Gail L. Benton
Chris Smith
Stevie Espinosa
Gina L. Goodman
Kathryn Aguilar
Kira Bakke

OTHERS PRESENT; REPRESENTING

Clark County Water Reclamation District

Scott Hansen

**COLORADO RIVER COMMISSION
OF NEVADA
MEETING OF SEPTEMBER 14, 2021**

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OF NEVADA
MEETING OF SEPTEMBER 14, 2021**

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrut at 1:31 pm.

A. Conformance to Open Meeting Law.

Executive Director Eric Witkoski confirmed that the meeting was posted in compliance with the Open Meeting Law.

B. Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)

Chairwoman Premsrut asked if there were any comments from the public. There were none.

C. For Possible Action: Approval of minutes of the June 8, 2021 meeting.

Commissioner Stewart moved for approval of the minutes. The motion was seconded by Vice Chairwoman Kelley and approved by unanimous vote.

D. For Possible Action: Consideration of and possible action to approve a four-year enabling contract in the amount of \$275,000 for a Communications Network between LightRiver Technologies, Inc. and the Colorado River Commission of Nevada (Commission).

Assistant Director, Engineering and Operations, Robert Reese, explained the proposed contract.

The Colorado River Commission of Nevada (Commission) owns, operates and maintains seventeen high voltage substations staffed by seven Commission employees in the Commission's Power Delivery Project Group (PDP). In addition, the Commission is responsible for the operation and maintenance of ten substations that are owned by the Southern Nevada Water Authority (SNWA) and three owned by the Clark County Water Reclamation District.

The Commission currently uses a blended network communication platform with SNWA. This network platform is utilized for Supervisory Control and Data Acquisition (SCADA) and Revenue Metering and is used to provide emergency callouts as well. SNWA has begun upgrading their network system to this blended network. Due to this upgrading and the requirement to implement modernized network security to comply with industry standards, Commission staff is requesting the ability to modernize its blended network platform with SNWA. This modernization effort is required to maintain our networks continuity between the two agencies.

The proposed contract provides for services to design, engineer, assemble, test, stage, train and implement a next generation communications platform for the Commission's PDP.

Commission staff submitted a request to State purchasing to use SNWA's solicitation request for proposals. The request was submitted on March 30, 2021 and the request was approved by the Department of Purchasing on July 6, 2021

The request for proposal relies on a Request for Proposals (RFP) issued by SNWA for similar services that the Commission seeks in this contract. The use of SNWA's RFP provides several synergies for this contract First, it saves time and process by using the SNWA request for proposal. Second, given that the Commission and SNWA need to interface with its respective communication platforms on the blended network, having the same contractor as SNWA on this project will allow for coordinated system design and implementation of the communication platform.

The agreement for the Commission's consideration today is with LightRiver Technologies, Inc. (the same contractor as SNWA). The agreement proposes to retain the services of LightRiver Technologies, Inc. for an initial contract term of four years, anticipated to begin subject to Board of Examiners approval. Work under the agreement will be authorized by Commission Staff, as needed through the development and execution of written task authorizations. The total combined value of task authorizations under this agreement shall not exceed \$275,000 over the term of the contract.

Chairwoman Premsrirut asked if the RFP issued by SNWA was duplicated by the Commission.

Mr. Reese responded that a request to use another governmental solicitation was utilized, and to duplicate the infrastructure with a different contractor would entail a complete rebuild of the system that would need to interface with the infrastructure of SNWA.

Chairwoman Premsrirut asked if the four-year contract was building on SNWA's infrastructure with LightRiver to maintain continuity.

Mr. Reese answered that yes, the existing infrastructure, in addition to the existing relationship between SNWA and the Commission, allows for an easier process.

Chairwoman Premsrirut asked whether SNWA was therefore in favor of the contract in question, and if SNWA has been satisfied with LightRiver's service.

Mr. Reese answered that yes, SNWA has implemented their own contract with LightRiver and has been satisfied with the service received.

Vice Chairwoman Kelley moved for approval of a four-year enabling contract in the amount of \$275,000 for a Communications Network between LightRiver Technologies, Inc. and the Colorado River Commission of Nevada. The motion was seconded by Commissioner Jones and approved by unanimous vote.

E. *For Possible Action:* Consideration of and possible action to approve the First Amendment to the Interlocal Agreement between the Clark County Water Reclamation District (CCWRD) and the Colorado River Commission of Nevada (Commission) to extend the contract term and provide for an expansion of CCWRD's wastewater treatment facilities in a not-to-exceed amount of \$600,000 to be paid by CCWRD.

Assistant Director, Engineering and Operations, Robert Reese, explained the contract extension.

The Colorado River Commission of Nevada (Commission) owns, operates and maintains seventeen high voltage substations staffed by seven Commission employees in the Commission's Power Delivery Project Group (PDP). In addition, the Commission is responsible for the operation and maintenance of ten substations that are owned by the Southern Nevada Water Authority (SNWA) and three owned by the Clark County Water Reclamation District (CCWRD).

CCWRD has requested that the Commission purchase materials, and design, construct, operate and maintain three CCWRD-owned substations and medium voltage distribution facilities to be located at the CCWRD Central Plant and Advanced Water Treatment facilities.

NRS 538.166 authorizes the Commission to construct, operate and maintain utilities for the generation and transmission of electricity; and, NRS 704.787 authorizes the Commission to sell electricity and provide transmission and distribution services to the Southern Nevada Water Authority (SNWA) and its member agencies for their water and wastewater operations. The Clark County Water Reclamation District (CCWRD) is a member of the SNWA.

The CCWRD is currently planning the construction of additional facilities at its Central Plant and Advanced Water Treatment (AWT) facilities that will increase electrical load and will necessitate the construction of additional substation capacity and distribution feeders within the Central Plant and AWT site.

The existing Central Plant and AWT are currently served from several substations and distribution feeders owned and operated by NV Energy. The CCWRD desires to replace these existing NV Energy owned and operated substations with new, customer-owned substations that are dedicated to serving only CCWRD facilities and loads. Three new substations are planned to serve the existing and planned increase in load.

The amendment for Commission's consideration today is the first for the Interlocal Agreement Contract No. CRCPPD-200. The amendment extends the term renewal for up to a total of six (6) five (5) year terms and to provide a not-to-exceed amount of six hundred thousand dollars (\$600,000).

Commissioner Stewart moved for approval of the First Amendment to the Interlocal Agreement between the Clark County Water Reclamation District and the Colorado River Commission of Nevada to extend the contract term and provide for an expansion of CCWRD's wastewater treatment facilities in a not-to-exceed amount of \$600,000 to be paid by CCWRD. The motion was seconded by Vice Chairwoman Kelley and approved by unanimous vote.

F. *For Information Only: Update on Finance and Audit Subcommittee meeting held on August 5, 2021*

Chief of Finance and Administration Douglas N. Beatty presented an update on the most recent Finance and Audit Subcommittee meeting, during which the newly contracted auditors of Moss Adams and accountant Martha Ford, of Lato & Patrova, were introduced.

Vice Chairwoman Kelley, the Chair of the Finance and Audit Subcommittee, spoke on the presentation by the staff of Moss Adams, highlighting the emphasis Moss Adams made on the part of cooperation and communication.

Chairwoman Premsrirut thanked the members of the Commission who serve on the Finance and Audit Subcommittee.

G. *For Information Only: Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.*

Special Counsel Christine Guerri presented an update on pending legal matters involving the Commission.

In *Navajo Nation v. United States Department of the Interior*, the Federal defendants and the Intervener states filed separate Motions for Rehearing En Banc on July 29, 2021. The underlying appeal from the Arizona District Court had been heard by a 3-judge panel which reversed the dismissal of the lawsuit by the Arizona court.

The Federal defendants and the Intervener states are asking for the appeal to be re-heard by the larger en-banc panel which is currently 11 judges.

The Ninth Circuit has asked the Navajo to respond to the motions. The Navajo response is due at the end of September 2021.

Ms. Guerri also introduced Senior Deputy Attorney General David W. Newton, who spoke briefly about his professional history and qualifications.

Chairwoman Premsrirut welcomed Senior Deputy Attorney General Newton to Commission Staff.

H. For Information Only: Status update from Staff on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, the drought contingency plan, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.

Dr. Warren Turkett, Natural Resource Analyst, gave a status update on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, and other developments on the Colorado River.

- Summary of Lake Powell, Lake Mead, and Nevada Water Supply
- Precipitation and Temperature
- Upper Basin Snowpack Accumulation
- Water Use in Southern Nevada
- Unregulated Inflow, Current and Projected Reservoir Status
- Overview of Cloud Seeding in the Colorado River Basin

A copy of the report is attached and made a part of the minutes. (See Attachment A.)

Chairwoman Premsrirut asked for an explanation of "recoverables".

Dr. Turkett explained that Drought Contingency Plan (DCP) contributions can be made by several methods including converting existing water stored as Intentionally Created Surplus. DCP contributions are recoverable without penalty when Reclamation's August 24 Month Study is projecting Lake Mead's elevation to be above 1,110 feet. The DCP has flexibility to allow DCP delivery at lower elevations, but there is a payback obligation and penalty for early delivery.

Chairwoman Premsrirut thanked Dr. Turkett for his presentation and technical answers, as well as the consolidation of information for the Commission's website and Twitter feed.

Commissioner Stewart asked why the water use numbers for past month were much more positive compared to the previous months of the 2021 calendar year.

Dr. Turkett answered that he believed it may be due to a larger population of Southern Nevadans returning to workplaces, which typically utilize infrastructure that conserves more water, rather than working from home.

I. Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

Chairwoman Premsrirut took the opportunity to award Robert Reese the 2020 Safety Award of Excellence from the American Public Power Association and thanked Mr. Reese for his hard work.

Chairwoman Premsrirut asked if there were any other comments or questions from the from the public. There were none.

J. Comments and questions from the Commission members.

Chairwoman Premsrirut asked if there were any other comments or questions from the from Commission members. There were none.

K. Selection of the next possible meeting date.

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, October 12, 2021 at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada.

L. Adjournment.

The meeting was adjourned at 2:19 pm.

Eric Witkoski, Executive Director

APPROVED:

Puoy K. Premsrirut, Chairwoman

Colorado River Commission of Nevada

Hydrology and Water Use Update

Warren Turkett

September 14, 2021



Summary

Lake Powell

- Water Year 2021¹ is one of the driest in recorded history.
- Unregulated inflow for water year 2021 is forecasted at 33% of average.
- Upper Basin cumulative precipitation is 82% of the seasonal average.

Lake Mead

- Lake Mead is forecasted to decrease about 2 feet in elevation by the end of calendar year 2021.
- Reclamation released the August 24 Month Study, which is used to determine the upcoming years operations. In calendar year 2022, there will be a federally declared shortage under the 2007 Guidelines for the Lower Basin.

Nevada Water Supply

- Southern Nevada has about 9 years of water supply banked. ²
- **In 2020, Southern Nevada used 44,432 af less than our annual allocation.**

Storage	Elevation (f)	% Capacity	Change since last year
Lake Mead	1,067.9	35%	-16.2 ft
Lake Powell	3,549.0	31%	-49.8 ft

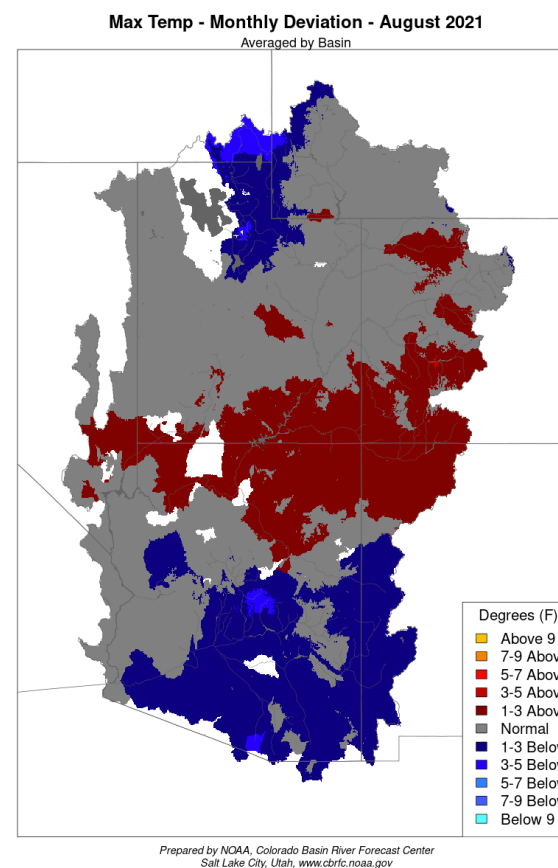
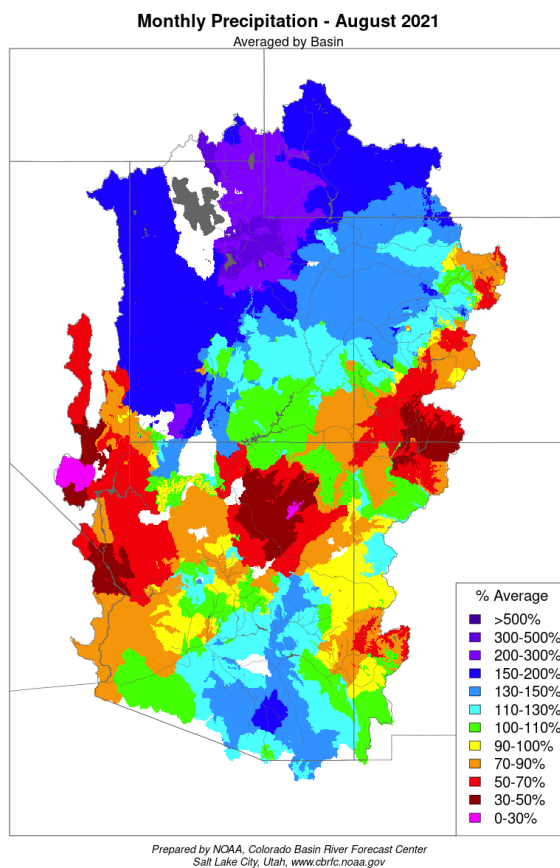
Data retrieved September 7, 2021.

¹ Water year is defined as October through September.

² Based on 2020 consumptive use and storage volumes through 2020.



Precipitation and Temperature



Above Lake Powell August precipitation: 113%

Above Lake Powell water year 2021 cumulative precipitation: 82%

Unregulated Inflow, Current and Projected Reservoir Status

Projected unregulated inflow to Lake Powell	Acre-Feet	% Average
Water Year 2021	3,560,000	33%
April thru July 2021	1,850,000	26%

Reservoir	Current Elevation	Current Storage Acre-Feet	Current % Capacity	Projected Elevation on 1/1/2022 ¹
Lake Mead	1,067.9	9,030,000	35%	1,065.9
Lake Powell	3,549.0	7,517,000	31%	3,535.4

Data retrieved September 7, 2021

¹ Based on Reclamation's August 2020 24 Month Study Most Probable Inflow.



August 24 Month Study

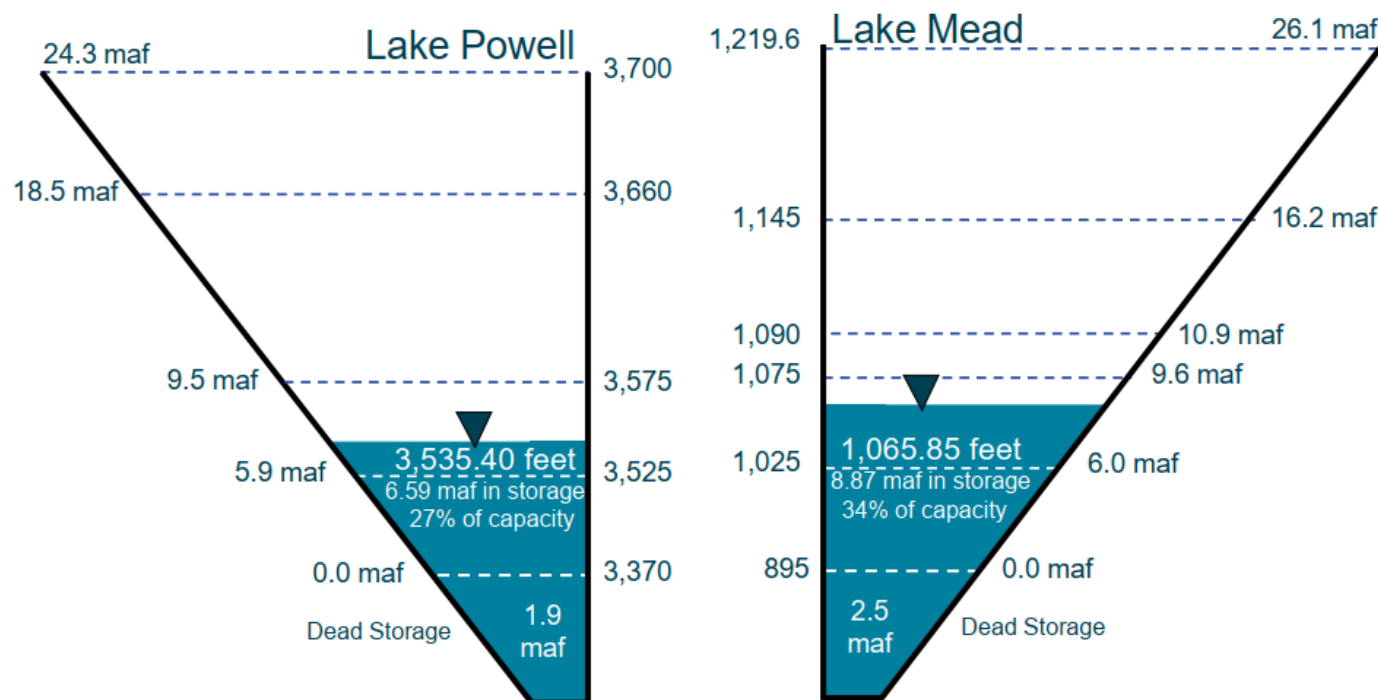
- Operations for the upcoming year are determined every year in August.
- Reclamation uses the August 24 Month Study to project the January 1 elevations in both reservoirs.
- The projected elevations set the operating tiers for each reservoir according to the 2007 Interim Guidelines.



End of Calendar Year 2021 Projections

August 2021 24-Month Study Most Probable Inflow Scenario¹

Based on a Lake Powell release of 8.23 maf in WY 2021 and 7.48 maf in WY 2022



Not to Scale

¹ WY 2021 unregulated inflow into Lake Powell is based on the CBRFC forecast dated 8/2/21.



Lake Powell & Lake Mead Operational Table

Lake Mead Operating Condition Determination for CY 2022¹

Lake Powell			Lake Mead		
Elevation (feet)	Operation According to the Interim Guidelines	Live Storage (maf) ¹	Elevation (feet)	Operation According to the Interim Guidelines	Live Storage (maf) ¹
3,700	Equalization Tier Equalize, avoid spills or release 8.23 maf	24.3	1,220	Flood Control Surplus or Quantified Surplus Condition Deliver > 7.5 maf	25.9
3,636 - 3,666 (2008-2026)	Upper Elevation Balancing Tier ³ Release 8.23 maf; if Lake Mead < 1,075 feet, balance contents with a min/max release of 7.0 and 9.0 maf	15.5 - 19.3 (2008-2026)	1,200 (approx.) ²	Domestic Surplus or ICS Surplus Condition Deliver > 7.5 maf	22.9 (approx.) ²
3,575			1,145	Normal or ICS Surplus Condition Deliver ≥ 7.5 maf	15.9
			1,105		11.9
	Mid-Elevation Release Tier Release 7.48 maf; if Lake Mead < 1,025 feet, release 8.23 maf	9.5	1,075	Shortage Condition Deliver 7.167 ⁴ maf	9.4
	3,535.40 ft				
3,525	Jan 1, 2022 Projection	5.9	1,050	Shortage Condition Deliver 7.083 ⁵ maf	7.5
	Lower Elevation Balancing Tier Balance contents with a min/max release of 7.0 and 9.5 maf	4.0	1,025	Shortage Condition Deliver 7.0 ⁶ maf Further measures may be undertaken ⁷	5.8
3,490			1,000		4.3
3,370		0	895		0

2007 Interim Guidelines, Minute 323, Lower Basin Drought Contingency Plan, and Binational Water Scarcity Contingency Plan

Total Volumes (kaf)

Lake Mead Elevation (feet msl)	2007 Interim Guidelines Shortages		Minute 323 Delivery Reductions	Total Combined Reductions	DCP Water Savings Contributions			Binational Water Scarcity Contingency Plan Savings	Combined Volumes by Country <i>US: (2007 Interim Guidelines Shortages + DCP Contributions)</i> <i>Mexico: (Minute 323 Delivery Reductions + Binational Water Scarcity Contingency Plan Savings)</i>					Total Combined Volumes
	AZ	NV	Mexico	Lower Basin States + Mexico	AZ	NV	CA	Mexico	AZ Total	NV Total	CA Total	Lower Basin States Total	Mexico Total	Lower Basin States + Mexico
1,090 - 1,075	0	0	0	0	192	8	0	41	192	8	0	200	41	241
1,075 - 1,050	320	13	50	383	192	8	0	30	512	21	0	533	80	613
1,050 - 1,045	400	17	70	487	192	8	0	34	592	25	0	617	104	721
1,045 - 1,040	400	17	70	487	240	10	200	76	640	27	200	867	146	1,013
1,040 - 1,035	400	17	70	487	240	10	250	84	640	27	250	917	154	1,071
1,035 - 1,030	400	17	70	487	240	10	300	92	640	27	300	967	162	1,129
1,030 - 1,025	400	17	70	487	240	10	350	101	640	27	350	1,017	171	1,188
<1,025	480	20	125	625	240	10	350	150	720	30	350	1,100	275	1,375

→
2022 Reductions +
Contributions

The Secretary of the Interior will take affirmative actions to implement programs designed to create or conserve 100,000 acre-ft per annum or more of Colorado River System water to contribute to conservation of water supplies in Lake Mead and other Colorado River reservoirs in the lower basin. All actions taken by the United States shall be subject to applicable law, including availability of appropriations.

Water Use In Southern Nevada

Southern Nevada Water Use

2020 Actual Use in Acre-Feet

Nevada Annual Allocation	300,000
Diversion	478,969
Return Flows	223,401
Consumptive Use	255,568
Unused Allocation Available for Banking	44,432 (15%)

Southern Nevada Water Use

Diversions

Return Flows

Consumptive Use

January - July 2021	283,635	135,298	148,337
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Banked Water (through end of 2020)

Acre-Feet

Ground Water Recharge in So. Nevada	357,643
Banked in Lake Mead	865,741
Banked in California and Arizona	944,071
Total	2,167,455

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF DECEMBER 14, 2021**

SUBJECT:

For Possible Action: Consideration of and possible action to approve a Management and Power Supply Services (MAPSS) Agreement between the Commission and each of the following contractors located at the Black Mountain Industrial (BMI) Complex:

- BASIC WATER COMPANY
- EMD ACQUISITION, d.b.a. BORMAN SPECIALTY MATERIALS
- LHOIST NORTH AMERICA OF ARIZONA
- PIONEER AMERICAS LLC, d.b.a OLIN CHLOR ALKALI PRODUCTS
- TITANIUM METALS CORPORATION

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends that the Commission authorize the Executive Director to execute the MAPSS agreement upon receipt of signed copies from the respective contractor.

FISCAL IMPACT:

None.

BACKGROUND:

Each of the Commission's (CRCNV) contractors at the BMI Complex receives hydropower, transmission, and other related services from the CRCNV. There are times when the electricity needs of the contractor exceed these resources and the CRCNV must procure power from the market and other services to supplement the contractor's hydropower resources.

The CRCNV currently holds, with each of its contractors, a contract for "Supplemental Electric Power Supply Services" which provides for the CRCNV to supply these supplemental resources. However, in 2017, with the termination of a scheduling agreement with NV Energy, the Commission fundamentally changed the way it procures and manages supplemental power resources and scheduling services for the BMI Complex. As a result, the provisions in the current "Supplemental Electric Power Supply Agreement" do not accurately reflect the products and services being secured by the Commission on behalf of its contractors.

MANAGEMENT AND POWER SUPPLY SERVICES (MAPSS):

The MAPSS Agreement is intended to replace, in its entirety, each of the Supplemental Electric Power Supply Services Agreements. Pursuant to the MAPSS Agreement, the CRCNV will perform various services for the contractors and procure the various products and services that are needed to serve the contractor. These services include, but are not limited to, supplemental power, scheduling services, ancillary services, and other services that may be needed by the contractor in the future. The MAPSS agreement provides for the contractor to take and pay for the services provided by the Commission.

The MAPSS agreement has an initial term of 3 years and, at the end of the term, will be automatically extended by four (4) successive three (3) year terms, unless terminated earlier in accordance with the provisions of the agreement.

STATE OF NEVADA
COLORADO RIVER COMMISSION OF NEVADA



Contract No. P01-MAPSS

BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA
and
BASIC WATER COMPANY
FOR MANAGEMENT AND POWER SUPPLY SERVICES

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Exhibit 1 Baseline Resources

Exhibit 2 Scheduling Entity

Exhibit 3 Load Forecasts and Load Forecast Updates

Exhibit 4 Balancing Area (BA), BA Authority, and Ancillary Services

Exhibit 5 Point of Delivery and Point of Receipt

Exhibit 6 Authorized Representatives and Notices

1. PARTIES. This Contract for Management and Power Supply Services (Contract) is made by and between the State of Nevada, acting by and through its COLORADO RIVER COMMISSION OF NEVADA (CRCNV), created by and existing pursuant to state law, the CRCNV acting both as a principal on its own behalf and as an agent on behalf of the state; and BASIC WATER COMPANY, a corporation organized under the state of Nevada, its successors and assigns, (CONTRACTOR), each individually called "Party", and both collectively called "Parties."

2. EXPLANATORY RECITALS.

2.1 The CRCNV is authorized pursuant to Nevada Revised Statutes (NRS) sections 538.161(2), 538.181, and 704.787 to sell electricity and provide transmission service or distribution service, or both, to meet the Contractor's existing and future requirements.

2.2 The Contractor purchases Electric Power (herein defined) and transmission service from the CRCNV under one or more existing contracts and may acquire its own Customer Supplied Power, all collectively defined as Baseline Contracts and identified in Exhibit 1.

2.3 There are times when the entire electricity needs of the Contractor cannot be met by the Contractor's Baseline Contracts. The Parties previously entered into a Contract for "Supplemental Electric Power Supply Services" Contract No. P01-62 in order to provide Supplemental Power (herein defined) to cover this deficiency.

2.4 The Contractor, along with other CRCNV Contractors entered into "Operational Agreement No. P20-55R3", which contained procedures for both individual, and joint management of these contractors' Total Power Assets. That Operational Agreement was terminated effective September 30, 2017.

2.5 The parties now desire to terminate Contract No. P01-62 and enter into this Contract that provides for both the purchase of Supplemental Power and management of Total Power Assets.

WHEREFORE, IN CONSIDERATION OF the mutual promises contained herein, the Parties agree as follows:

3. DEFINITIONS. As used in this Contract and accompanying Exhibits, the following terms have the meanings ascribed to them in the following subsections:

3.1 Ancillary Services: Those services that are necessary to support the transmission of capacity and energy from resources to loads including but not limited to reactive power-voltage regulation, system protective services, loss compensation service, system control, load dispatch, energy imbalance service, generation imbalance service, and both spinning and supplemental operating reserves.

3.2 Authorized Representative: A representative of a Party designated as an Authorized Representative or alternate in accordance with section 25 and identified in Exhibit 6.

3.3 Balancing Area (BA): The area in which integrated generation and transmission facilities are controlled by a Balancing Area Authority, identified in Exhibit 4.

3.4 Balancing Area Authority (BAA): The responsible entity, identified in Exhibit 4, that integrates resource plans ahead of time, maintains load-interchange-generation balancing within a Balancing Area, and supports interconnection frequency in real time.

3.5 Baseline Resources: Existing contracts including but not limited to hydropower and transmission service and Customer Supplied Power which are identified in Exhibit 1.

3.6 BMI: The Black Mountain Industrial Complex.

3.7 Basic Power Company: The entity, or its successor in interest, that is interconnected into the CRCNV Substation and distributes Electric Power to the Contractor.

3.8 Business Day: Monday through Friday, excluding federal and state holidays.

3.9 Contractor: The Party identified in section 1.

3.10 Contractor-Supplied Power (CSP): Electric Power and/or Ancillary Services acquired or generated by the Contractor, on its own behalf and at its own expense.

3.11 CRCNV: The Colorado River Commission of Nevada (CRCNV) or the Executive Director of the CRCNV, acting on behalf of the CRCNV.

3.12 CRCNV Substation: The facility owned and operated by the CRCNV and interconnected to the Basic Power Company facilities.

3.13 Day: A calendar day.

3.14 EIM: An Energy Imbalance Market operated by an Independent System Operator.

3.15 Electric Power: Electric capacity and energy.

3.16 Energy: The kWh of electricity sold or purchased during a specified time period.

3.17 Environmental Attributes: The environmental characteristics that are attributable to a renewable energy resource, or to renewable energy from such a renewable energy resource, which shall include, but not be limited to, renewable energy tax credits, offsets and benefits, green tags (regardless of how any present or future law or regulation attributes or allocates such characteristics); credits toward achieving renewable portfolio standard or emissions standards, and any reporting rights associated with any of the foregoing.

3.18 Federal Fiscal Year: The annual period commencing on October 1st and concluding September 30th of any calendar year.

3.19 Force Majeure: An event beyond the control of a Party at any time during the term of this Contract, that prevents that Party from performing or discharging a duty or obligation under this Contract, including without limitation acts of war, terrorism, insurrection, sabotage, ransomware attacks (when the Party has taken all reasonable measures to protect against such attacks), cyber-attacks (when the Party has taken all reasonable measures to protect against such attacks), strike, labor disputes, a governmental rule, regulations, ordinance, statute, or interpretation, or fire, earthquake, pandemic, or other natural calamity or acts of God, civil commotion, failure or disruption of utility or governmental services.

3.20 Initial Term: Has the meaning ascribed to the term in subsection 4.1

3.21 Joint Management Agreement (JMA): The agreement among the CRCNV, the contractors located at the BMI Complex, and BWC that specifies how power is to be jointly scheduled, pooled, laid off, and accounted for by the CRCNV and paid for by those parties.

3.22 Load: The amount of Electric Power forecasted for, required by, or delivered to a Contractor for a specified period of time.

3.23 Long Energy Position: Baseline resources in amounts exceeding that necessary to serve Contractor's forecasted Load.

3.24 Load Forecast Deviation: The difference between the Prompt Month Load Forecast and the actual metered usage as determined in Section 15 Metering

3.25 Management and Power Supply Services (MAPSS): The services provided by the CRCNV to the Contractor as described in Section 5.

3.26 Market Transactions: Transactions utilizing capacity and/or energy with an entity or entities that coordinate, control, monitor, or support operation of the bulk electric system,

or act as a marketplace operator in wholesale power, or procure products or service on behalf of any such entity, including but not limited to independent system operators, regional transmission organizations, Balancing Authorities, or successor organizations

3.27 MSIs: Metering and scheduling instructions issued by WAPA detailing the operating arrangements and scheduling and accounting procedures to be used in the scheduling of the CRCNV's hydropower resources received from WAPA.

3.28 NAC: The Nevada Administrative Code as existing on the effective date of this Contract and amended, renumbered and recodified thereafter.

3.29 NRS: The Nevada Revised Statutes as existing on the effective date of this Contract and amended, renumbered and recodified thereafter.

3.30 Parker-Davis Project Southern Nevada Facilities (P-DP SNF): The Parker-Davis Project Southern Nevada Facilities, which are the WAPA-owned facilities, structures, equipment, land and/or right(s)-of-way at the 230-kV Switchyard (Henderson Switching Station); the Amargosa Substation; the Boulder City Tap; the Mead-Basic 230-kV Transmission Line; the Arizona-Mead/Nevada (States) Switchyard 230-kV Transmission Line; and any additions, upgrades or betterments that become an integral part of the Southern Nevada Facilities.

3.31 Party or Parties: The CRCNV and/or the Contractor identified in section 1.

3.32 Point(s) of Delivery: The point or points, at which the Transmission Provider delivers Electric Power to the Contractor, including the associated voltage, as identified in Exhibit 5.

3.33 Point of Receipt: The physical location designated as the point of receipt, where electric power is delivered to the Transmission Provider by the CRCNV, WAPA, or other entity, in accordance with the provisions of Exhibit 5.

3.34 Prompt Month: The next calendar month (e.g., a prompt-month energy transaction in February is typically for delivery in March).

3.35 Scheduling, Accounting and Billing Procedures (SABPs): The scheduling, accounting and billing procedures, developed by the CRCNV in accordance with NAC Chapter 538, as revised from time to time.

3.36 Scheduling Entity (SE): The entity, designated by the CRCNV and identified in Exhibit 2 that is responsible for scheduling the Total Power Assets to serve a load.

3.37 Senior Executives: The Executive Director of the CRCNV and the Senior Executive of the Contractor who is authorized to resolve disputes and is identified on Exhibit 6.

3.38 Short Energy Position: Baseline Resources in amounts insufficient to serve a Contractor's forecasted Load.

3.39 Short-Term Power: Electric Power that is purchased or sold for a term of less than one month, by or on behalf of the CRCNV, for the month of delivery, including day-ahead and hourly purchases, to balance the Load of the Contractor.

3.40 Staff: Staff of the CRCNV.

3.41 Supplemental Power: Electric Power purchased for a term of one month or greater, by the CRCNV on behalf of the Contractor, from any source necessary due to a Short Energy Position.

3.42 Transmission Provider: The entity, including, but not limited to, the CRCNV and WAPA, that owns, controls, operates, or has a contractual right to use facilities, including the Parker-Davis Project Southern Nevada Facilities, used for transmission of Electric Power

3.43 Total Power Assets: The total resources to be delivered and/or managed including Baseline Resources, Contractor Supplied Power, Supplemental Power, Short-Term Power and Ancillary Services.

3.44 WAPA: Western Area Power Administration of the United States Department of Energy, or its successor organization(s).

4. EFFECTIVE DATE AND TERM; CERTAIN AGREEMENTS SUPERSEDED.

4.1 Effective Date and Term: This Contract becomes effective on the date executed by the CRCNV and terminates on midnight of the CRCNV execution date plus three (3) years (Initial Term). At the end of the Initial Term, this Contract will automatically be extended by four (4) successive three (3) year terms (Renewal Terms), unless terminated earlier in accordance with the provisions set forth in section 21 herein.

4.2 Notwithstanding the termination of this Contract,

4.2.1 All transactions for the sale or purchase of MAPSS made pursuant to this Contract after the effective date of this Contract and before the effective date of the termination survive such termination, and the Contractor shall remain liable for those transactions.

4.2.2 The CRCNV shall remain liable for its contractual obligations pursuant to section 21 herein.

4.3 Supersession: Contract No. P01-62 between the CRCNV and Contractor is hereby terminated and superseded in its entirety by the provisions of this Contract.

5. MANAGEMENT AND POWER SUPPLY SERVICES (MAPSS).

5.1 CRCNV Service Obligations: The CRCNV will provide services to the Contractor, in accordance with the terms of this Contract including, but not limited to, the acquisition,

disposition and scheduling of Total Power Assets as necessary to meet and balance Contractor's Load.

5.2 Meetings: At the request of either Party, but no less than once annually, the CRCNV and Contractor shall meet to review and discuss services provided under this Contract.

6. POWER PURCHASES. The CRCNV shall acquire Supplemental Power and Short-Term Power for the Contractor to satisfy any Short Energy Position.

6.1 The maximum term of the Supplemental Power acquired by the CRCNV shall be at the discretion of the Executive Director of the CRCNV. Any term that extends beyond the Prompt Month may be subject to additional conditions, which address credit protections for the CRCNV and appropriate hedging practices.

6.2 The purchase of Supplemental and Short-Term Power and the disposition of excess Baseline Resources are subject to:

6.2.1 The terms of the agreements between CRCNV and its suppliers and vendors including but not limited to Electric Power and Ancillary Services.

6.2.2 CRCNV's policies and procedures including but not limited to creditworthiness and collateral requirements; lay off.

6.2.3 For a Contractor that is a party to the JMA, in the event of any conflict between this Contract and the JMA, the terms of this Contract will control and prevail.

7. FORECASTING AND LOAD BALANCING:

7.1 CRCNV Responsibilities:

7.1.1 Annually, in accordance with the provisions of Exhibit 3, the CRCNV will provide a forecast for its provision of Electric Power to satisfy Contractor's Load for the upcoming

Fiscal Year including Baseline Resources and possible pooling of Electric Power. The Contractor will have the opportunity to review, comment, and provide direction on the CRCNV's forecast.

7.1.2 Each month, in accordance with the provisions of Exhibit 3, the CRCNV will provide a forecast estimate of Contractor's Load, Baseline Resources and pooling for the Prompt Month and submit such forecast for the Contractor's review, comment and direction.

7.1.3 The CRCNV will utilize this monthly forecast and consider the Contractor's comment and direction to determine whether to purchase Supplemental Power or dispose of Baseline Resources. When making such determination, the CRCNV will first take into consideration Baseline Resources that are to be pooled or shared, or resources made available to the Contractor through pooling and sharing, in accordance with the terms of the JMA or other CRCNV approved agreement if a Contractor is not a party to the JMA.

7.1.4 If the monthly numbers provided by the Contractor result in a Load Forecast Deviation that is greater than 10% in any consecutive three-month period, the CRCNV reserves the right to rely on that the Monthly Forecast produced in accordance with section 7.1.2 for the purpose of carrying out the provisions in this section. The CRCNV will notify the Contractor of its intent to rely on the section 7.1.2 Monthly Forecast until such time as the Contractor's direction becomes more accurate. During the time when the CRCNV is relying on the section 7.1.2 Monthly Forecast, the Contractor shall produce and timely submit to the CRCNV its own forecast for comparative purposes. When the Contractor's forecast results in a Load Forecast Deviation of less than 10% for three consecutive months, the CRCNV will resume relying on the direction provided by the Contractor.

7.1.5 Following receipt of Contractor comments or changes in the Load estimate, the CRCNV will determine whether the Contractor has a Short Energy Position or a Long Energy Position.

7.1.5.1 If the monthly forecast shows that the Contractor has a Short Energy Position, the CRCNV will balance the Load and Baseline Resources of the Contractor by acquiring Supplemental Power on behalf the Contractor.

7.1.5.2 If the monthly forecast shows that the Contractor has a Long Energy Position, the CRCNV will balance the Load and Baseline Resources of the Contractor by attempting to dispose of Baseline Resources.

7.1.5.3 In disposing of Baseline Resources for the Prompt Month, the Contractor expressly agrees that the CRCNV may lay off hydropower resources pursuant to its hydropower contracts with the CRCNV if the CRCNV determines that such a layoff is necessary to balance Contractor loads. Should a layoff of hydropower be required, the CRCNV will determine the resource to be laid off, the amount of the layoff, and the manner in which the resources are to be laid off and will credit the Contractor for the layoff in accordance with its hydropower contracts with the CRCNV.

7.1.6 During the month, the Load and Total Energy Assets of the Contractor will be monitored by CRCNV. The CRCNV will use commercially reasonable efforts to purchase or sell Short-Term Power as needed to balance the Contractor's Load. The CRCNV may contract with a third party to perform these functions as provided in Exhibit 2.

7.2 Contractor Responsibilities:

7.2.1 In accordance with the provisions of Exhibit 3, the Contractor shall provide the CRCNV with a monthly forecast of its maximum capacity and Energy needs for the upcoming three Fiscal Years.

7.2.2 In accordance with the provisions of Exhibit 3, the Contractor shall submit to the CRCNV (i) comments and direction on the CRCNV's Load forecast; and (ii) updates to the Load forecast for the Prompt Month.

7.2.3 The Contractor shall use commercially reasonable efforts to submit the following to the CRCNV and any Scheduling Entity identified in Exhibit 2:

7.2.3.1 Information regarding any changes or adjustments to Contractor's actual operations during each operating month that affects the accuracy of the Load forecast for the Prompt Month.

7.2.3.2 Notice of expected changes to Load and resources as soon as practicable after being determined by the Contractor.

8. CONTRACTOR SUPPLIED POWER.

8.1 The Contractor shall deliver written notice to the CRCNV of any request for the CRCNV to administer and deliver CSP for all or a portion of the Electric Power necessary to satisfy the Contractor's estimated or actual Load. The Contractor will cause the CSP to be made available for scheduling at the Point of Delivery or the Point of Receipt in accordance with the provisions of Exhibit 5.

8.2 The written notice required by subsection 8.1 must:

8.2.1 Be delivered to the CRCNV no less than 90 Days preceding the date upon which the Contractor intends to receive delivery of CSP through the CRCNV;

8.2.2 Identify the source, amount, voltage, Point of Delivery and Point of Receipt of the CSP; disclose the location of the 24-hour dispatch agent for the CSP; provide any pre-scheduling and scheduling requirements and restrictions; and include any other pertinent information, and;

8.2.3 Be accompanied by a copy of the proposed form of agreement between the Contractor and the supplier of the CSP, which agreement must include a release of the CRCNV from financial liability under such agreement in substance satisfactory to the CRCNV.

8.3 Within 45 Days of receipt of the written notice required by subsection 8.1, the CRCNV will complete a review of such notice and evaluate Electric Power availability, transmission service capacity and any impact to scheduling and Ancillary Services, to

determine the feasibility of accepting and administering CSP to serve Contractor's Load. Based on such evaluation, the CRCNV shall provide written notice to the Contractor that provides at least the following:

8.3.1 Information regarding the existence of any financial risk to the Contractor associated with acceptance and use of CSP based on factors such as liquidation or displacement of other resources, as well as the availability of sufficient transmission, service capacity, and any adverse impacts to scheduling and Ancillary Services.

8.3.2 The decision of the CRCNV on accepting and administering the CSP,

8.3.3 If the CRCNV accepts and agrees to administer CSP:

8.3.3.1 The Contractor will submit to the CRCNV a copy of the Contractor's fully executed agreement with the supplier for CSP; and

8.3.3.2 The CRCNV will submit to the Contractor a letter agreement that provides for the Contractor's acknowledgment of the risk factors disclosed in the written notice as required by paragraph 8.3.1 and documents the CRCNV's commitment to accept and administer CSP.

8.4 Upon receipt from the Contractor of the agreement identified in subparagraph 8.3.3.1 and the execution and delivery by the Contractor of the letter agreement identified in subparagraph 8.3.3.2, the CRCNV's acceptance and obligation to administer the CSP shall be effective and the CRCNV shall revise Exhibit 1 to this Contract to contain all pertinent information regarding the CSP

8.5 The Contractor shall be responsible for any financial losses resulting from the liquidation or displacement of power purchased by the CRCNV on behalf of the Contractor in order to accommodate the Contractor's CSP.

8.6 The Contractor may request a change in the sources or conditions of CSP at any time by written notification to the CRCNV, followed by appropriate CRCNV review of such requested change in source or conditions as outlined in sections 8.2 and 8.3.

8.7 The Contractor is responsible for making all arrangements necessary for the generation and acquisition of CSP and for the provision of such CSP to the CRCNV for delivery to the Contractor. The Contractor is responsible for all costs associated with such arrangements. The CRCNV is not responsible for firming CSP purchases made by the Contractor in the event the entire contracted amount of CSP is not available to Contractor.

8.8 The Contractor shall promptly furnish to the CRCNV any additional information regarding the CSP that the CRCNV may from time to time deem necessary to accomplish the purposes of this section.

9. ENVIRONMENTAL ATTRIBUTES.

9.1 Contractor's Environmental Attributes will first be used by the CRCNV to satisfy the renewable energy portfolio standard attributable to the CRCNV for its retail sales to the Contractor as required by NRS Chapter 704. In the event, Contractor has supplied CSP, as outlined in section 8 above, CRCNV will first use any associated Environmental Attributes from CSP to satisfy the Contractor's share of the CRCNV's renewable energy portfolio standard requirement, with the remaining Environmental Attributes available to the Contractor to use at its discretion.

9.2 If the Environmental Attributes associated with the Contractor's Total Power Assets is insufficient for the CRCNV to satisfy renewable energy portfolio standards attributable to the Contractor, the CRCNV reserves the right to purchase Environmental Attributes, or adjust the mix of power resources delivered to the Contractor in order to satisfy the Nevada RPS. This includes the purchase of power from renewable resources, or the reduction of power involved in Market Transactions. The Contractor remains financially liable for the purchase of all power and/or Environmental Attributes needed to satisfy the RPS.

9.3 Environmental Attributes associated with the Contractor's hydropower assets will remain attached to any hydropower that is pooled, optimized or laid off

9.4 The CRCNV may determine that the Contractor has excess Environmental Attributes available for sale to third parties after the Nevada RPS has been satisfied. The sale of Environmental Attributes to third parties will be subject to approval by the CRCNV.

10. SCHEDULING SERVICES.

10.1 Scheduling: The CRCNV will cause to be scheduled Total Power Assets provided for under this Contract consistent with:

10.1.1 The CRCNV's agreements with WAPA and the United States Bureau of Reclamation, including WAPA's MSIs;

10.1.2 Regional scheduling requirements, including those contained in the receiving BA's tariffs and related business practices; and

10.1.3 EIM tariffs and market rules, for any entities with whom the CRCNV or SE engages in transactions.

10.2 Scheduling Entity: The CRCNV, on behalf of the Contractor, may contract with a SE to fulfill the requirements of scheduling Total Power Assets to satisfy the Contractor's Load. Any SE engaged by the CRCNV will be identified in Exhibit 2.

10.2.1 The SE identified in Exhibit 2 will schedule all the Total Power Assets. The SE will schedule on an hourly basis, taking care to balance loads and resources as closely as possible to minimize imbalance costs and penalties.

10.2.2 If the Contractor is a party to the JMA, a single SE will be selected to schedule the aggregated resources of all contractors that are parties to the JMA.

10.3 CRCNV Scheduling Responsibilities: The CRCNV will:

10.3.1 Issue a superseding Exhibit 2 if a different SE is designated by the CRCNV with the consent of the Contractor.

10.3.2 Provide the SE with sufficient information to allow the SE to perform its scheduling function.

10.3.3 Provide monthly status reports and hold an annual meeting and such other periodic meetings as requested by the Contractor to review and resolve with the Contractor any performance, collaboration or best practices matters concerning the scheduling functions of the SE.

10.4 Contractor Scheduling Responsibilities: The Contractor will:

10.4.1 Communicate day-ahead and real-time changes in Load to the CRCNV and SE identified in Exhibit 3.

10.4.2 Collaborate and cooperate with the CRCNV and the SE to develop real-time metering, data exchange protocols, and telemetry connections needed by the CRCNV or the SE to carry out its scheduling functions.

10.5 Scheduling Costs; Benefits: Costs for scheduling and associated services, performed by the SE will be billed and benefits provided by the SE will be credited to the Contractor. If the Contractor is a party to the JMA, such costs and benefits will be allocated in accordance with the terms set forth in the JMA.

11. ANCILLARY SERVICES. The CRCNV will secure Ancillary Services in accordance with the requirements of the BAA in which the Load resides. The loads and resources of the parties to the JMA may be aggregated for the purpose of assessing Ancillary Service costs to the CRCNV. Ancillary Service costs will be allocated among the parties in accordance with the provisions of the JMA.

12. OTHER SERVICES. From time to time, other MAPSS may be needed by the Contractor. The delivery of other such services shall be at the discretion of the Executive Director of the CRCNV and shall be set forth in an exhibit to this Contract signed by both Parties.

13. POINT OF DELIVERY. The CRCNV shall cause delivery of the Total Power Assets, at the Point of Delivery and voltages provided for in Exhibit 5 to this Contract. Any cost associated with delivering Total Power Assets to a point of delivery or voltages other than

those shown in Exhibit 5 is an obligation of the Contractor. The Parties may mutually consent to a change in the Point of Delivery or voltages and, a revised Exhibit 5 will be issued by the CRCNV. Any temporary change in the Point of Delivery or voltages may be acknowledged by a separate letter agreement between the CRCNV and the Contractor without revision to Exhibit 5.

14. TRANSMISSION.

14.1 Transmission of Electric Power: The CRCNV, in collaboration with the Contractor, shall arrange for transmission and delivery of Total Power Assets at the Point of Delivery as provided for in Exhibit 5 to this Contract subject to the terms of contracts or agreements for Baseline Assets and/or other transmission arrangements made by the Contractor.

14.2 Transmission System Losses: From time to time, energy deliveries to the Contractor may be reduced, or the Contractor's load adjusted, to account for transmission system losses. The costs associated with transmission system losses in the delivery system are the responsibility of the Contractor.

14.3 Transmission and Delivery Costs: All costs for transmission of Total Power Assets will be billed to the Contractor in accordance with, and under those agreements specified in subsection 14.1.

15. METERING.

15.1 If the Contractor is not a party to the JMA, the Contractor shall:

15.1.1 Cause to be installed, or demonstrate the existence of, revenue quality metering equipment on the Contractor's premises that will allow the CRCNV to measure, on a 15-minute interval basis, Contractor's consumption of Energy in isolation from other contractors; and

15.1.2 Provide the CRCNV access to such meters allowing the CRCNV to monitor the Contractor's Load in real-time.

15.2 If the Contractor is a party to the JMA, the CRCNV's metering point for Electric Power will be the low-side of the transformers at CRCNV Substation and the CRCNV will apportion meter reads to each of the BMI Contractors in accordance with the methodology set forth in the JMA. To the extent that the methodology in the JMA relies upon data provided by any third-party distribution provider, the Contractor shall provide the CRCNV with an annual written certification from the provider, certifying the accuracy of the data provided to the CRCNV. The apportioned meter reads will serve as the official source of data for purposes of billing the Contractor under this agreement and the JMA. In the event of a failure in the operation of the metering equipment at the CRCNV substation, the CRCNV shall use the Contractor's or the third-party distribution provider's meters for such billing purposes.

15.3 Each Party shall have the obligation to provide, upon request, recorded data from metering equipment that is owned by the other Party or third-party distribution provider, and the right to witness the testing of another Party's metering equipment. If the Contractor's meters are found to be materially inaccurate, such equipment must be repaired or replaced at the Contractor's expense. If the CRCNV's meters are found to be materially inaccurate, such equipment will be repaired or replaced in accordance with the Operation and Maintenance Agreement CRC-BMIOM.

16. PRINCIPLES OF USE.

16.1 Contractor will, in its use of Supplemental Power and/or Short-Term Power provided under this Contract, comply with the CRCNV's regulations set forth in NAC chapter 538 and with the CRCNV SABPs. Baseline Resources must be used in accordance with the terms of the contract or agreement for such power.

16.2 Contractor Leases Involving CRCNV Power Supplies. If the Contractor is contemplating a lease of its property or buildings and the lease includes the provision of power from resources provided by the CRCNV, the Contractor must seek prior approval

from the CRCNV before providing such power to the tenant. At least 120 days prior to the proposed effective date of the lease arrangement, the Contractor shall provide a written notice to the CRCNV containing the following information:

16.2.1 The name of the expected tenant and the activities the tenant expects to be engaged in;

16.2.2 The size of the tenant's expected monthly load (monthly peak demand and energy use) and any projected load growth;

16.2.3 A target date for when the tenant is planning to start consuming electricity;

16.2.4 A description of any electrical facilities that need to be installed by the CRCNV or the Contractor in order to serve the tenant's load;

16.2.5 The time of use characteristics of the tenant's load (flat, peaking, intermittent, etc.);

16.2.6 The location of the tenant on the Contractor's property;

16.2.7 A description of how power will be paid for by the tenant (via rent or some other mechanism); and

16.2.8 The length of the lease.

Within 60 days of receipt of the written notice required by subsection 16.2, the CRCNV will approve, approve with conditions, or disapprove the provision of CRCNV supplied power to the tenant.

17. BILLING, CHARGES, AND PAYMENT.

17.1 Contractor shall pay monthly for services provided in accordance with this Contract. The charges billed to Contractor for services pursuant to NAC 538.610 shall include, but are not limited to the following charges:

17.1.1 CRCNV's Administrative Charge: The charge billed to the Contractor to recover the CRCNV's costs associated with the acquisition of power pursuant to this Contract, as determined in accordance with NRS 538.226 and NAC 538.610;

17.1.3 Supplemental Power: The charges or credits for the purchase or liquidation of Supplemental Power provided under this Contract or the sale of Contractor's Baseline Resources, in accordance with sections 7.1.3 and 21.1;

17.1.4 CSP: The charges or credits associated with delivering CSP, in accordance with section 8;

17.1.5 Environmental Attributes: The charges or credits for obtaining or trading Environmental Attributes in accordance with section 9;

17.1.6 Scheduling Services: The charges or credits for scheduling services, in accordance with section 10;

17.1.7 Ancillary Services: The charges or credits for Ancillary Services, in accordance with section 11;

17.1.8 Pooling and Sharing: The charges or credits for pooling or sharing Total Power Assets and/or services in accordance with the JMA, or other CRCNV approved agreement;

17.1.9 Other: Any other charges that may be incurred by the CRCNV in connection with the CRCNV's performance under this Contract provided that in any instance where such charge is known or anticipated in advance of being incurred, the CRCNV will provide such advanced written notice to Contractor as is practicable.

17.2 In addition to the charges set forth in section 17.1, the Contractor shall pay, when applicable: Late charges, interest on unpaid balances, and penalties that are assessed to the CRCNV by CRCNV's suppliers, or any other creditor, in connection with the services provided under this Contract.

17.3 In the performance of services pursuant to this Contract, the CRCNV may undertake activities that benefit the Contractor but provide no appreciable benefit to other CRCNV contractors receiving similar services. In that situation, the CRCNV may determine that it is appropriate to charge the Contractor a separate charge to recover the cost of any extraordinary labor by CRCNV staff in implementing the provisions of this Contract with respect to that Contractor. If it is determined that such a separate extraordinary charge is appropriate, the Staff prior to incurring such costs will provide at least ten (10) Days

prior notice to the Contractor and except where the Contractor objects the charge will be assessed and billed to that Contractor. An objection by a Contractor will be resolved pursuant to section 23.

17.4 The CRCNV may propose a change to its administrative charge in accordance with the provisions of NAC 538.610. The rates and charges set forth in this section will be included in a rates and charges schedule issued annually by the CRCNV at least 30 Days prior to imposing such charges. Any change to the rates and charges shall be developed and implemented pursuant to the NAC.

17.5 Billing under this Contract and payment of invoices by Contractor will be subject to and performed in accordance with the procedures contained in the SABPs.

18. AUTHORIZATIONS.

18.1 Authorization to Manage: The Contractor hereby expressly authorizes the CRCNV, on behalf of the Contractor to purchase and/or sell in any month, without prior authorization from the Contractor, any portion of Contractor's Total Power Assets, necessary to cover any Short or Long Energy Position in any month.

18.2 Authorization Constitutes Commitment to Pay: The authorization for the CRCNV to provide the services described in this Contract constitutes a commitment by the Contractor to pay the cost of the Electric Power and the services so authorized and acquired by the CRCNV, including, without limitation, any broker's fees, administrative charges or taxes.

19. BILLING DISPUTES. If any portion of any bill described in this Contract is disputed, the disputed amount shall be paid by Contractor, under protest, when due and the protest shall be accompanied by a written statement indicating the basis for the protest.

20. DEFAULT BY CONTRACTOR. Subject to NAC 538.746, Contractor shall be in default if any bill under this Contract including but not limited to the charges set forth in section 17 of this Contract, is not paid timely. The CRCNV shall provide notice to Contractor of the default, and Contractor shall have the opportunity to cure its non-performance, as provided for under NAC 538.746. The CRCNV may at its discretion terminate this Contract if Contractor fails to timely cure the default, provided that Contractor's obligation to make payment for services and charges herein shall survive termination of this Contract.

21. TERMINATION.

21.1 Termination: Except as provided in section 20, this Contract may be terminated prior to the date specified in section 4, upon written notice to the other Party in accordance with the method set out in Exhibit 6. In the event of such written notice of termination, the Parties will agree upon an Effective Termination Date which shall be of sufficient length for the CRCNV to liquidate Supplemental Power contracts purchased on behalf of the Contractor and for alternative physical and/or contractual arrangements to be put in place in order for the Contractor to continue to receive Electric Power from a source other than the CRCNV. The CRCNV will liquidate any Supplemental Power purchased on behalf of the Contractor for periods beyond the Effective Termination Date and charge or credit the Contractor accordingly for any financial gains or losses, or penalties, if any, resulting from the liquidation.

21.2 Survival of Financial Obligations: A Party's financial or performance obligations to the other Party for funds expended or payment due under agreements authorized prior to the Effective Termination Date survive termination of this Contract.

22. EXHIBITS. Exhibits 1 through 6 are hereby made a part of this Contract with the same effect as if they had been expressly set forth herein. Exhibits 1, 2, 3, 4, and 5 may be revised by consent of the Parties. Exhibit 6 shall be revised and distributed by CRCNV upon receiving notice from a Contractor changing their Authorized Representative and/or

Notice provisions. The initial Exhibits 1 through 6 shall remain fully in effect until superseded by subsequent exhibits and attachments issued by the CRCNV in compliance with this Contract. The CRCNV shall promptly distribute to the Parties any exhibit or attachment amended in accordance with this section.

23. DISPUTE RESOLUTION PROCESS.

23.1 The Authorized Representatives of the Parties shall meet and confer to resolve any dispute within thirty (30) Days of notice by a Party, delivered in accordance with Exhibit 6, of the existence and nature of the dispute. If the dispute is not resolved through discussions of their Authorized Representatives, any Party may, by written notice identifying the matter with particularity, submit the matter to the Senior Executives for resolution.

23.2 In the event that a dispute is not resolved to the satisfaction of each Party by the Senior Executives, the Parties may pursue any and all legal remedies subject to the provisions of subsection 29.9.

23.3 If in any such court proceeding, an amount paid by Contractor on the demand or bill of the CRCNV is held not to have been due; it shall be refunded with no interest.

24. NOTICES. Any notice, demand, or request required or authorized by this Contract to be served, given or made shall be deemed properly served, given or made if delivered in accordance with the provisions of Exhibit 6 and delivered to the persons specified in the exhibit. Either Party may at any time, by written notice to the other Party, update Exhibit 6 and designate different methods of service or additional persons or different addresses for the giving of notices, demands or requests required or authorized by this Contract.

25. AUTHORIZED REPRESENTATIVES. Each Party, by written notice to the other, shall designate an Authorized Representative, and any alternate, who is authorized to act on the Party's behalf with respect to the Contract. Either Party may change the designation

of its Authorized Representative, and any alternate, upon oral notice given to the other and confirmed promptly by written notice within thirty (30) Days thereafter. The names of the Authorized Representatives shall be set forth in Exhibit 6. Parties may limit the authorizations of the alternates by providing written notice of such limitation, however, Parties must supply the names of alternates, who when combined possess the authorizations to act on its behalf with respect to all matters contained in this Contract.

26. AMENDMENTS AND MODIFICATIONS. This Contract may be amended or modified only by a written amendment or modification duly and lawfully executed by the Parties.

27. ACCESS TO BOOKS AND RECORDS.

27.1 The Authorized Representative(s) of the CRCNV shall have the right to inspect at all reasonable times during normal business days, the books and records of Contractor related to the Electric Power and services purchased hereunder, with the right to make copies of those books and records, which are not proprietary or confidential as identified by the Contractor and, shall have the right to inspect Contractor's meter data and power delivery facilities as authorized by NAC 538.570.

27.2 The Authorized Representative of Contractor shall have the right to inspect at all reasonable times during normal business hours, the books and records of the CRCNV related to the Electric Power and services purchased by Contractor hereunder, with the right to make copies of those books and records, which access shall be provided in compliance with NRS Chapter 239.

28. FORCE MAJEURE

28.1 No Party shall be considered to be in default under this Contract to the extent that a failure to perform its obligations under this Contract is due to a Force Majeure cause or event as defined in section 3.19. In such an event, the intervening Force Majeure cause must not be through the fault of the Party asserting such an excuse, and the excused

Party is obligated to promptly perform in accordance with the terms of the Contract after the intervening Force Majeure cause ceases.

28.2 No Party shall be relieved by the operation of this section of any obligation to pay all of the charges set out in section 17.

28.3 Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure cause or event shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability to fulfill any of its obligations with all reasonable dispatch.

29. GENERAL CONTRACT PROVISIONS.

29.1 Section Headings: The section or subsection headings, which appear in this Contract, are inserted for convenience only and shall not be construed as interpretations of the text of the Contract.

29.2 Section and Paragraph References: A reference to a section, subsection, paragraph, or subparagraph shall include all the subparts of such referenced section, subsection, paragraph, or subparagraph.

29.3 Documents: Each Party agrees, upon request by any other Party, to make, execute, and deliver any and all documents reasonably required to implement the terms, covenants, and conditions of this Contract.

29.4 No Third-Party Beneficiaries: This Contract is made solely for the benefit of the Parties and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right, as a third-party beneficiary or otherwise, by virtue of this Contract.

29.5 Assignment of Contract: Contractor may assign this Contract, pursuant to NAC 538.550, only with the prior written approval of the CRCNV, which shall not be unreasonably withheld, conditioned or delayed. Such assignment shall take effect only upon satisfaction of all requirements for the assignment including the assumption by the assignee of all obligations and liabilities under the Contract.

29.6 Waiver: By mutual written consent of all the Parties, performance by one or more of the Parties of any obligation under this Contract may be excused or waived. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party of any term, covenant or condition of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other term, covenant or condition of this Contract.

29.7 Severability: If any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition to any person or circumstance, is held invalid by any court having jurisdiction, the remainder of this Contract, and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Should any provision of this Contract be declared invalid or prohibited, the Parties shall in good faith negotiate a new provision that achieves the intent of the Parties at the time of execution of the Contract to the nearest extent possible, to replace the provision declared invalid or prohibited, and amend this Contract to include such provision.

29.8 Entire Agreement: This Contract and its exhibits and attachment(s) and, constitutes the entire agreement of the Parties, and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract.

29.9 Governing Law, Jurisdiction: This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving any effect to any principle of conflict of laws that would require the application of the law to any other jurisdiction. The Parties consent to the exclusive jurisdiction of a court of competent jurisdiction in Clark County, Nevada for enforcement of this Contract.

29.10 Continued Cooperation: The CRCNV and Contractor will work together in a collaborative manner to accommodate changes in circumstances during the term of this Contract, including without limitation evolving wholesale energy markets and transmission services, and changes in technology and hydrology, including drought and drought mitigation measures, by taking necessary action which may include amending this Contract or execution of ancillary agreements.

29.11 Execution in Counterpart: This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if both Parties had signed the same instrument. Any signature page of this Contract may be detached from any counterpart of this Contract without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

30. AUTHORITY TO ENTER INTO CONTRACT. Each individual person signing this Contract represents and warrants that the Party represented has duly authorized such individual to execute this Contract with the intent that the Party be bound and obligated hereby.

IN WITNESS WHEREOF, the Parties signing below have caused this Contract for Management and Power Supply Services to be executed this ____ Day of _____ 2021.

State of Nevada, acting by and through its

**COLORADO RIVER COMMISSION
OF NEVADA**

Approved as to form:

Eric Witkoski
Executive Director

Date

Christine Guerci-Nyhus
Special Counsel

Date

BASIC WATER COMPANY

Approved as to form:

Stephanne Zimmerman
President and Chief Executive Officer

Date

Stephen M. Rice
Attorney

Date

EXHIBIT 1
Contract No. P01-MAPSS
BASELINE RESOURCES

This Exhibit 1, shall remain in effect until superseded by another Exhibit 1, issued by the CRCNV in compliance with this Contract.

Baseline Resources are as follows:

1. GENERATION.

1.1 Hydroelectric energy and capacity from the Boulder Canyon Project made available by the CRCNV to the Contractor in accordance with P01-BCPESC-A.

1.2 Hydroelectric energy and capacity from the Parker-Davis Project made available by the CRCNV to the Contractor in accordance with P01-70R.

2. TRANSMISSION.

2.1 Firm transmission service over the Parker-Davis Transmission System, that is utilized to deliver the Contractor's allocation of Parker-Davis Project energy and capacity as provided for in Contract P01-70R.

3. CONTRACTOR SUPPLIED RESOURCES. None.

EXHIBIT 2

Contract No. P01-MAPSS

SCHEDULING ENTITY AND SUPPLIER OF SHORT-TERM POWER

This Exhibit 2, shall remain in effect until superseded by another Exhibit 2, issued by the CRCNV in compliance with this Contract.

Pursuant to section 10.2 of this Contract, the CRCNV has designated the following SE to provide scheduling services to the Contractor: Tenaska Power Services.

Pursuant to section 7.1.4 of this Contract, the CRCNV has designated the following entity to provide Short-Term Power: Tenaska Power Services.

Contract No. P18-PSAS-TPS between the Colorado River Commission of Nevada and Tenaska Power Services Co. for Power Supply and Scheduling Services, and the Contractor Letter Agreements for Scheduling Services as well as SE operational contact information can be found on the customer website at www.crhydro.org.

EXHIBIT 3

Contract No. P01-MAPSS

LOAD FORECASTS AND LOAD FORECAST UPDATES

This Exhibit 3, shall remain in effect until superseded by another Exhibit 3, issued by the CRCNV in compliance with this Contract.

1. LONG-TERM LOAD FORECASTS.

1.1 Annually, by July 1 of each year, the CRCNV will provide the Contractor with a preliminary estimate of the Contractors Load as well as the quantity and cost of the resources that will be used to meet the Contractor's Load for the upcoming three Fiscal Years.

1.2 The Contractor must provide to the CRCNV, by August 1 of each year, feedback and direction on the Contractor's forecasted Load for the upcoming three Fiscal Years.

1.3 By September 15 of each year, the CRCNV will produce a final projection of loads, resources, and costs for the upcoming three Fiscal Years taking into consideration the feedback and direction provided by the Contractor on its forecasted Load.

2. PROMPT MONTH UPDATES TO LOAD FORECAST.

2.1 Timely updates to the prompt month load forecast are needed by the CRCNV so that the CRCNV can purchase Supplemental Power or lay off resources. The timeline for providing updates to the prompt month load forecast is as follows:

2.1.1 By the 5th Business Day of each month, Staff will email a report of projected loads and resources to Contractor for the prompt month and request that the Contractor provide any changes to the forecast.

2.1.2 By the 15th Day of the month, the Contractor shall submit load forecast changes for the prompt month to Staff by return email. Load forecast changes include planned maintenance and outages, and changes in production.

2.1.3 As soon as practicable after the 15th Day of the month, Staff will finalize the forecast and secure Supplemental Power or arrange for a layoff of Contractor resources.

2.1.4 Before the end of the month, Staff will send an informational report to the Contractor showing the Contractor's estimated hydropower resources for the prompt month, hydropower resources that were laid off, if any, and Supplemental Power purchased on behalf of the Contractor, if any.

3. MID-MONTH, DAY-AHEAD AND REAL-TIME CHANGES IN LOAD FORECASTS.

3.1 If the Contractor becomes aware of a material change in its load forecast at any time during the month, the Contractor shall immediately report the change to its designated SE and the CRCNV. SE contact information can be found on the customer website at www.crchydro.org.

3.1.1 Material changes in load include, but are not limited to unplanned and unscheduled outages, and changes in production that last longer than one hour and result in a change in load greater than 5 mega-watts (MW), either plus or minus.

Note: When reporting planned or unplanned, scheduled or unscheduled outages or changes in production –include:

- Start date and time
- End date and time
- Amount of reduction or increase in kW and kWh

EXHIBIT 4

Contract No. P01-MAPSS

BALANCING AREA (BA), BA AUTHORITY, AND ANCILLARY SERVICES

This Exhibit 4, shall remain in effect until superseded by another Exhibit 4, issued by the CRCNV in compliance with this Contract.

Pursuant to section 11 of this Contract, Contractor's BA and BA Authority is as follows:

1. **BA AUTHORITY.** Nevada Power Company d.b.a. NV Energy.
2. **BA.** The collection of generation, transmission and loads within the metered boundaries under responsibility of NV Energy.

A copy of the Ancillary Services Contract can be found on the customer website at www.crchydro.org.

EXHIBIT 5

Contract No. P01-MAPSS

POINT OF DELIVERY AND POINT OF RECEIPT

This Exhibit 5, shall remain in effect until superseded by another Exhibit 5, issued by the CRCNV in compliance with this Contract.

1. **POINT(S) OF DELIVERY AND INTERCONNECTION.** CRCNV Substation transformers at 14.4-kV.

2. **POINT(S) OF RECEIPT SHALL BE.** Mead Sub-Station 230-kV.

EXHIBIT 6

Contract No. P01-MAPSS

AUTHORIZED REPRESENTATIVES AND NOTICES

This Exhibit 6, shall remain in effect until superseded by another Exhibit 6, issued by the CRCNV in compliance with the MAPSS Contract.

Senior Executives:

CONTRACTOR	SENIOR EXECUTIVE	ALTERNATE
Colorado River Commission of Nevada	Eric Witkoski Executive Director	Sara Price Senior Assistant Director
Basic Water Company	Stephanne Zimmerman President/CEO	Colen Watts Vice President

Authorized Representatives and Alternates:

CONTRACTOR	AUTHORIZED REPRESENTATIVE	ALTERNATE
Colorado River Commission of Nevada	Gail Bates Assistant Director, Hydropower gbates@crc.nv.gov	Craig Pyper Hydropower Program Manager cpyper@crc.nv.gov
Basic Water Company	Colen Watts Vice President cwatts@basicco.com	None.

Notices: All notices and official communications should be sent via Electronic Mail with a copy by US mail to:

Colorado River Commission of Nevada 555 E. Washington Avenue, Suite 3100 Las Vegas, NV 89101 Attn: Hydropower Department Email: CRCPower@crc.nv.gov	Basic Water Company 875 W. Warm Springs Road Henderson, NV 89011 Attn: Colen Watts Email: cwatts@basicco.com
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**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM E
FOR MEETING OF DECEMBER 14, 2021**

SUBJECT:

For possible Action: Consideration of and possible action to approve a single Joint Management Agreement (JMA) between the Colorado River Commission of Nevada (Commission) and the following contractors located at or near the BMI Complex:

- BASIC WATER COMPANY
- EMD ACQUISITION, d.b.a. BORMAN SPECIALTY MATERIALS
- LHOIST NORTH AMERICA OF ARIZONA
- PIONEER AMERICAS LLC, d.b.a OLIN CHLOR ALKAL PRODUCTS
- TITANIUM METALS CORPORATION.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends that the Commission authorize the Executive Director to execute the agreement upon receipt of signatures from the contractors.

FISCAL IMPACT:

None.

BACKGROUND:

Each of the Commission's (CRCNV) contractors at the BMI Complex receives hydropower, transmission, and other related services from the CRCNV. There are times when the electricity needs of the contractor exceed these resources and the CRCNV must procure power from the market and other services to supplement the contractor's hydropower resources.

Some of the products and services are purchased to meet the collective need of all contractors at the BMI Complex and the costs of those services are shared among the contractors. Prior to September 30, 2017, the mechanism for the sharing those costs was set forth in an Operational Agreement between the CRCNV and the affected contractors. That Operational Agreement was terminated effective September 30, 2017. The Joint Management Agreement (JMA) is intended to replace the prior Operational Agreement.

JOINT MANAGEMENT AGREEMENT (JMA):

The JMA provides for the contractors at the BMI Complex to share the cost of certain services provided by the CRCNV and specifies the methodology for the sharing of those costs. It also provides for an agreed upon set of instructions for the pooling and sharing of hydropower resources among the BMI Contractors.

Pursuant to NAC 538.540, "A contractor that is not an electric utility and that purchases power provided by the Commission from the Boulder Canyon Project, Parker-Davis Project or Salt Lake City Area Integrated Projects may not share, resell, pool, lease or change the point of use of that power without the prior approval of the Commission. The Commission may approve the sharing, reselling, pooling, leasing, or changing the point of use of power pursuant to this subsection for a term of not more than 3 years."

As a result, the JMA has a term of three (3) years and terminates after the initial three-year term unless renewed by the Commission and the contractors.

STATE OF NEVADA
COLORADO RIVER COMMISSION OF NEVADA



Contract No. P18-JMA

JOINT MANAGEMENT AGREEMENT
AMONG THE
COLORADO RIVER COMMISSION OF NEVADA
and
CERTAIN ELECTRIC SERVICE CONTRACTORS

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Exhibit 1 Pooling and Sharing, Rate Methodology

Exhibit 2 Supplemental Power

Exhibit 3 Scheduling Charge and Spot Transaction Charges, Cost and Benefit
Sharing Calculation Methodology

Exhibit 4 Disaggregation of Ancillary Service Charges; Calculation Methodology

Exhibit 5 Metered Load

Exhibit 6 Authorized Representatives and Notices

1. PARTIES: This Joint Management Agreement hereinafter referred to as the “JMA” or “Agreement” is made among the following parties, hereinafter referred to singly as “Party” and collectively as “Parties”:

1.1 The State of Nevada, acting by and through its COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the CRCNV, created by and existing pursuant to state law, the CRCNV acting both as a principal on its own behalf and as an agent on behalf of the state; and

1.2 The following Electric Service Contractors (Contractors):

1.2.1 Basic Water Company (BWC), a corporation organized under the laws of the State of Nevada, its successors and assigns.

1.2.2 EMD Acquisition, LLC d.b.a. Borman Specialty Materials (BSM), a limited liability company organized under the laws of the State of Nevada, its successors and assigns.

1.2.3 Lhoist North America of Arizona Inc., (Lhoist) a corporation organized under the laws of the State of Arizona, its successors and assigns.

1.2.4 Pioneer Americas LLC d.b.a. Olin Chlor Alkali Products (Olin), a limited liability company organized under the laws of the State of Delaware, its successors and assigns.

1.2.5 Titanium Metals Corporation (TIMET), a corporation organized under the laws of the State of Delaware, its successors and assigns.

2. EXPLANATORY RECITALS:

2.1 The Contractors, along with the CRCNV previously entered into an Operational Agreement No. P20-55R3, hereinafter referred to as the “Operational Agreement,” which contained, procedures for jointly managing the power resources of the Contractors and BWC. The Operational Agreement terminated on September 30, 2017.

2.2 Each of the Contractors and the CRCNV is a Party to a Management and Power Supply Services Agreement ("MAPSS") pursuant to which the CRCNV provides services to the Contractor including the purchasing and selling of Electric Power, transmission, and Ancillary Services, to meet the electrical demand of the Contractor and balance its loads and resources, the purchasing and selling of Environmental Attributes available to the Contractor, the scheduling of power to the Contractor's loads, and the metering of the Contractor's electrical load.

2.3 The Contractors, and the CRCNV now desire to enter into this JMA which provides for the joint management of the Contractors' power resources set forth in the MAPSS, and sets out the Parties' agreement concerning the joint purchasing and selling of power resources, the joint scheduling of power resources, the sharing, pooling and layoff of resources among the Parties, including the rates for pooling and sharing, the disaggregation of certain costs and benefits that are billed or credited to the CRCNV, and the disaggregation of metered loads.

WHEREFORE, IN CONSIDERATION OF the mutual promises contained herein, the Parties agree as follows:

3. DEFINITIONS: As used in this Agreement and accompanying Exhibits, the following terms have the meanings ascribed to them in the following subsections:

3.1 Ancillary Services: Those services that are necessary to support the transmission of capacity and energy from resources to loads including but not limited to reactive power-voltage regulation, system protective services, loss compensation service, system control, load dispatch, energy imbalance service, generation imbalance service, and both spinning and supplemental operating reserves.

3.2 Authorized Representative: A representative of a Party designated as an Authorized Representative or alternative in accordance with section 18 and identified in Exhibit 6.

3.3 Balancing Area (BA): The area in which integrated generation and transmission facilities are controlled by a Balancing Area Authority, identified in Exhibit 4.

3.4 Balancing Area Authority (BAA): The responsible entity, identified in Exhibit 4, that integrates resource plans ahead of time, maintains load-interchange-generation balancing within a Balancing Area, and supports interconnection frequency in real time.

3.5 Baseline Resources: Existing contracts including but not limited to hydropower and transmission service and Customer Supplied Power which are identified in Exhibit 1 of the individual Contractor's MAPSS.

3.6 Basic Power Company: The entity, or its successor in interest, that is interconnected into the CRCNV Substation and distributes Electric Power to the Contractor.

3.7 BMI: The Black Mountain Industrial Complex.

3.8 Business Day: Monday through Friday, excluding federal and state holidays.

3.9 CAISO: California Independent System Operator.

3.10 Contractor: The Electric Service Contractors identified in Section 1.

3.11 Contractor-Supplied Power (CSP): Electric Power and/or Ancillary Services acquired or generated by a Contractor, on its own behalf and at its own expense.

3.12 CRCNV: The Colorado River Commission of Nevada (CRCNV) or the Executive Director of the CRCNV, acting on behalf of the CRCNV.

3.13 Day: A calendar day.

3.14 EIM: An Energy Imbalance Market operated by an Independent System Operator.

3.15 Electric Power: Electric capacity and energy.

3.16 Energy: The kWh of electricity sold or purchased during a specified time period.

3.17 Environmental Attributes: The environmental characteristics that are attributable to a renewable energy resource, or to renewable energy from such a renewable energy resource, which shall include, but not be limited to, renewable energy tax credits, offsets and benefits, green tags (regardless of how any present or future law or regulation attributes or allocates such characteristics); credits toward achieving renewable portfolio standard or emissions standards, and any reporting rights associated with any of the foregoing.

3.18 Force Majeure: An event beyond the control of a Party at any time during the term of this Contract, that prevents that Party from performing or discharging a duty or obligation under this Contract, including without limitation acts of war, terrorism, insurrection, sabotage, ransomware attacks (when the Party has taken all reasonable measures to protect against such attacks), cyber-attacks (when the Party has taken all reasonable measures to protect against such attacks), strike, labor disputes, a governmental rule, regulations, ordinance, statute, or interpretation, or fire, earthquake, pandemic, or other natural calamity or acts of God, civil commotion, failure or disruption of utility or governmental services.

3.19 Joint Management Agreement (JMA): This Agreement among the CRCNV, the contractors at the BMI Complex, and BWC that specifies how power is to be jointly scheduled, pooled, laid off, and accounted for by the CRCNV and paid for by the Parties.

3.20 Load: The amount of Electric Power forecasted for, required by, or delivered to a Contractor for a specified period of time.

3.21 Long Energy Position: Baseline resources in amounts exceeding that necessary to serve Contractor's forecasted Load.

3.22 Lower Colorado River Basin Development Fund (LCRBDF): The fund supported by the charge assessed on energy deemed delivered and purchased by contractors in Arizona, California and Nevada, developed in accordance with Title I, Section 102(c) of the Hoover Power Plant Act of 1984, as amended.

3.23 Management and Power Supply Services Contract (MAPSS): The Contract between the CRCNV and an individual Contractor pursuant to which the CRCNV provides certain services to the Contractor including, but not limited to, the purchasing and selling of Electric Power, transmission, and Ancillary Services, to meet the electrical demand of the Contractor and balance its loads and resource; the managing of Environmental Attributes available to the Contractor, the scheduling of power to the Contractor's loads, and the metering of the Contractor's electrical load.

3.24 NAC: The Nevada Administrative Code as existing on the effective date of this Agreement and amended, renumbered and recodified thereafter.

3.25 NRS: The Nevada Revised Statutes as existing on the effective date of this Contract and amended, renumbered and recodified thereafter.

3.26 Party or Parties: The CRCNV and/or the Contractors identified in section 1.

3.27 Pooling and Sharing: An agreed upon method of layoff procedures amongst the Parties in the event that one or more Parties have surplus resources, and one or more Parties are deficient in resources.

3.28 Prompt Month: The next calendar month (e.g., a prompt-month energy transaction in February is typically for delivery in March).

3.29 Scheduling, Accounting and Billing Procedures (SABPs): The scheduling, accounting and billing procedures, developed by the CRCNV in accordance with NAC Chapter 538, as revised from time to time.

3.30 Scheduling Entity (SE): The entity, designated by the CRCNV and identified in Exhibit 3 that is responsible for scheduling the Total Power Assets to serve load.

3.31 Senior Executives: The Executive Director of the CRCNV and the Senior Executive of the Contractor who is authorized to resolve disputes and is identified on Exhibit 6.

3.32 Short Energy Position: Baseline Resources in amounts insufficient to serve a Contractor's forecasted Load.

3.33 Short-Term Power: Electric Power that is purchased or sold for a term of less than one month, by or on behalf of the CRCNV, for the month of delivery, including day-ahead and hourly purchases, to balance the Load of the Contractor.

3.34 Staff: Staff of the CRCNV.

3.35 Supplemental Power: Electric Power purchased for a term of one month or greater, by the CRCNV on behalf of the Contractor, from any source necessary due to a Short Energy Position.

3.36 Total Power Assets: The total resources to be delivered and/or managed including Baseline Resources, Contractor Supplied Power, Supplemental Power, Short-Term Power and Ancillary Services

3.37 WAPA: Western Area Power Administration of the United States Department of Energy, or its successor organization(s).

4. EFFECTIVE DATE AND TERM:

4.1 This Joint Management Agreement becomes effective on the date executed by the CRCNV and terminates on midnight of the CRCNV execution date plus three (3) years unless terminated earlier in accordance with the provisions set forth in section 15 of this Agreement.

4.2 Any Contractor that is a Party to this JMA must also enter into a MAPSS Agreement with the CRCNV, which shall survive the termination of the JMA. Notwithstanding the termination of this Agreement, all transactions made in accordance with this Agreement after the effective date of this Agreement and before the effective date of the termination survive such termination, and the Parties shall remain liable for those transactions.

5. SUPPLEMENTAL POWER, SHARING AND POOLING, SHORT-TERM PURCHASES AND SALES: In accordance with the terms of the applicable MAPSS, the CRCNV will provide Supplemental Power and Short-Term Power to its Contractors. The MAPSS also provides for the CRCNV to lay off Baseline Resources whenever such resources are more than the Contractor's electrical load.

5.1 The CRCNV will purchase Supplemental Power in an amount that is equal to the total Short Energy Position of all Contractors that are a Party to this JMA. In determining the total Short Energy Position, the CRCNV will estimate whether excess resources are likely to be available from other BMI Contractors that can be pooled to the Contractor in accordance with the pooling methodology set forth in Exhibit 1. Any remaining expected deficiency will be filled with Supplemental Power in accordance with the methodology set forth in Exhibit 2.

5.2 The CRCNV will lay off a Contractor's power whenever the Contractor is determined to have a Long Energy Position. In determining whether the Contractor has a Long Energy Position, the CRCNV will estimate whether excess resources can be pooled to other deficient JMA Contractors in accordance with the pooling methodology set forth in Exhibit

1. Any remaining excess will be laid off in accordance with the CRCNV Resource Contracts.

5.2.1 In disposing of Baseline Resources for the Prompt Month, the Contractor expressly agrees that the CRCNV may lay off hydropower resources pursuant to its hydropower contracts with the CRCNV if the CRCNV determines that such a layoff is necessary to balance Contractor loads. Should a layoff of hydropower be required, the CRCNV will determine the resource to be laid off, the amount of the layoff, and the manner in which the resources are to be laid off and will credit the Contractor for the layoff in accordance with its hydropower contracts with the CRCNV.

5.3 During the month, the CRCNV will monitor, or cause to be monitored, the total loads and resources of the Contractors and use commercially reasonable efforts to purchase or sell Short-Term Power as needed to balance the aggregate loads and resources of the BMI Contractors. If CRCNV is unable to fulfill the requirements of this section, the CRCNV will contract with a third party to perform these functions. Any such third party will be set forth in Exhibit 3 and a copy of the CRCNV's contract with the third party will be set forth in Attachment 1 of Exhibit 3. The method of disaggregating Short-Term purchases and sales will be set forth in Exhibit 3.

5.4 Contractor cost responsibility for the purchase and sale of Supplemental Power, Short-Term Power, and Sharing and Pooling will be determined in accordance with the methodology set forth in Exhibits 1-3 of this JMA.

6. JOINT SCHEDULING SERVICES: The CRCNV will cause to be scheduled Contractor's Total Power Assets consistent with:

6.1.1 The CRCNV's agreements with WAPA and the United States Bureau of Reclamation, including WAPA's MSIs;

6.1.2 Regional scheduling requirements, including those contained in the receiving BA's tariffs and related business practices; and

6.1.3 EIM tariffs and market rules, for any entities with whom the CRCNV or SE engages in transactions.

6.2 Aggregation: For purposes of scheduling, the Contractors resources will be aggregated together.

6.3 Scheduling Charge Cost and Benefit Sharing: Costs for scheduling and associated services, and any benefits provided by the Scheduling Entity identified in Exhibit 2 of the individual Contractor's MAPSS will be billed and benefits credited to the Contractor in accordance with the cost and benefit sharing calculation methodology set forth in Exhibit 3 of this Agreement

7. DISAGGREGATION OF ANCILLARY SERVICE CHARGES: The CRCNV will secure Ancillary Services in accordance with Contractor's Power Supply Management Service contract and the requirements of the BAA in which the Contractors loads reside. Depending upon the ancillary service arrangements, the loads and resources of the Contractors may be aggregated for the purpose of assessing ancillary service costs. Ancillary Services costs will be disaggregated in accordance with the calculation methodology set forth in Exhibit 4 of this Agreement.

8. METER DATA:

8.1 Metering Equipment: The Parties to this Agreement and Basic Power Company are also parties to Contract No. CRC-BMIOM Interconnection, Operation, and Maintenance of Electric Facilities pursuant to which Contractors are required to install or cause to be installed revenue quality metering equipment on their facilities or Basic Power Company's facilities that will allow the CRCNV to measure, on a 15-minute interval basis, each Contractor's electrical use in isolation from other Contractors served from CRCNV Substation. Meter data provided pursuant to Contract No. CRC-BMIOM will be used by the CRCNV to apportion the CRCNV's meter reads at the CRCNV Substation to each of the Contractors. The method of apportioning meter reads to each of the Contractors is set forth

in Exhibit 5. The apportioned meter reads will serve as the official source of meter data for purposes of billing under this Agreement.

8.2 Metering in the event of termination of Contract No. CRC-BMIOM: In the event that Contract No. CRC-BMIOM is terminated, or a Party to this Agreement has withdrawn from Contract No. CRC-BMIOM, the Parties to this Agreement will negotiate in good faith to determine an acceptable source of meter data and will revise Exhibit 5 accordingly.

9. **OTHER SERVICES:** From time to time, other joint management services may be needed by the Contractors. Such services will be presented to the Contractors prior to being secured and will be set forth in an exhibit to this Agreement, as agreed to by the Parties.

10. **BILLING, CHARGES, AND PAYMENT:** The CRCNV shall determine each Contractor's share of applicable costs for services provided by the CRCNV in accordance with Sections 5, 6, 7 and 9 of this Agreement, and will bill each Contractor for their share in accordance with the billing provisions set forth in Section 17 of the MAPSS.

11. **AUTHORIZATIONS:**

11.1 Authorization to Jointly Manage: The Contractor hereby expressly authorizes the CRCNV to jointly manage its Total Power Assets with the Total Power Assets of the other Contractors.

11.2 Authorization Constitutes Commitment to Pay: The authorization to jointly manage its Total Power Assets constitutes a commitment by the Contractor to pay its share of Pooling and Sharing expenses, as well as its share of costs for Scheduling Services, Ancillary Services, and for other services as authorized by the Parties.

12. **BILLING DISPUTES:** If any portion of any bill described in this Agreement is disputed, the disputed amount shall be paid under protest when due and the protest shall be accompanied by a written statement indicating the basis for the protest. Protests must be

filed with the CRCNV within ninety (90) days of the date of the invoice containing the protested amount or within ninety (90) days of the discovery of the error. However, no disputes may be asserted or filed after the fiscal year-end closing performed by the CRCNV.

13. WITHDRAWAL OF A PARTY:

13.1 A Party may withdraw from this Agreement by providing 30 days written notice to the CRCNV and the other Parties. If the withdrawing Party wishes to continue receiving service under the MAPSS, the CRCNV and the withdrawing Party will agree upon an Effective Withdrawal Date which shall be of sufficient length for alternative physical and/or contractual arrangements to be put in place in order for the withdrawing Party to continue receiving Electric Power under the MAPSS. The Effective Withdrawal Date shall be no earlier than the termination date of the scheduling and ancillary service agreements in effect at the time. A Party's withdrawal from this Agreement does not constitute a withdrawal from any other contract or agreement with the CRCNV.

13.2 Financial Obligations of Withdrawing Party: All financial obligations of the withdrawing Party due as of the effective date of withdrawal survive termination of the withdrawing Party's participation in this Agreement until paid.

13.3 Financial Obligations of the CRCNV to Withdrawing Party: After the CRCNV is satisfied that all financial obligations under this Agreement have been met, all amounts held by the CRCNV on behalf of the withdrawing Party, if any, shall be returned to the withdrawing Party; provided, however, for the purposes of this subsection, the CRCNV may return an estimated amount to the withdrawing Party if the CRCNV believes that the withdrawing Party may incur additional financial obligations as a result of an audit and/or reconciliation. After such audit and/or reconciliation is performed, any overpayment or underpayment of funds shall be addressed and rectified.

13.4 Effect of Withdrawal: The withdrawal of a Party from this Agreement prior to the termination of this Agreement does not terminate this Agreement with respect to the remaining parties or the obligations of any remaining Parties hereunder.

14. ADDITION OF A NEW PARTY:

14.1 A customer of the CRCNV that desires one or more of the services provided under this Agreement may become a Party under this Agreement by submitting a request to Staff. Staff will promptly evaluate such requests and determine feasibility. If Staff approves such request, the additional customer must execute this Agreement and have it approved by the Commission of the CRCNV.

14.2 Financial Obligations: Any additional Party shall be responsible for paying its proportional share of all expenses and Pooling and Sharing costs. The CRCNV will issue new exhibit(s) as appropriate for the selected desired services, which will contain revised sharing percentages and calculations.

15. TERMINATION:

15.1 This Agreement will be automatically terminated by the withdrawal of all Parties pursuant to Section 13.

15.2 Financial Obligations: Termination of this Agreement shall not terminate any Party's financial or performance obligation to any Party hereunder for funds expended or owing under contracts for which payment has been authorized prior to the date of such termination. Such termination shall not impair or be construed to limit a Party's legal right to collect amounts owed, if any.

16. EXHIBITS AND ATTACHMENTS: Exhibits 1 through 5 are hereby made a part of this Agreement with the same effect as if they had been expressly set forth herein. Exhibits 1 2 3, 4, and 5 may be revised when agreed upon by the Parties. Exhibit 6 shall be revised

and distributed by CRCNV upon receiving notice from a Party changing their Authorized Representative and/or Notice provisions. The initial Exhibits 1 through 6 shall remain fully in effect until superseded by subsequent exhibits issued by the CRCNV in compliance with this Agreement.

17. NOTICES: Any notice, demand, or request required or authorized by this Agreement to be served, given or made shall be deemed properly served, given or made if delivered in person or sent by certified mail, postage prepaid, to the persons specified in Exhibit 6.

17.1 Either Party may at any time, by written notice to the other Party, update Exhibit 6 and designate different or additional persons or different addresses for the giving of notices, demands or requests hereunder.

17.2 The Parties may, at any time, by written letter, designate a different method of notice including but not limited to electronic communication.

18. AUTHORIZED REPRESENTATIVES: Each Party, by written notice to the other, shall designate an Authorized Representative, and any alternate, who is authorized to act in its behalf with respect to those matters contained in the Agreement. Either Party may change the designation of its Authorized Representative, and any alternate, upon oral notice given to the other and confirmed promptly by written notice within thirty (30) Days thereafter. The names of the Authorized Representatives shall be set forth in Exhibit 6. Parties may limit the authorizations of the alternates by providing written notice of such limitation, however, Parties must supply the names of alternates, who when combined possess the authorizations to act on its behalf with respect to all matters contained in this Agreement.

19. AMENDMENTS AND MODIFICATIONS: This Contract may be amended or modified only by an amendment or modification duly and lawfully executed by the Parties, with the exception of amendments to Exhibits 6.

20. GENERAL CONTRACT PROVISIONS:

20.1 Section Headings: The section headings, which appear in this Agreement, are inserted for convenience only and shall not be construed as interpretations of the text of the Agreement.

20.2 Section and Paragraph References: A reference to a section, subsection, paragraph, or subparagraph shall include all the subparts of such referenced section, subsection, paragraph, or subparagraph.

20.3 Documents: Each Party agrees, upon request by any other Party, to make, execute, and deliver any and all documents reasonably required to implement the terms, covenants, and conditions of this Agreement.

20.4 Access to Books and Records: The Authorized Representative of Contractor, at its own expense, shall have the right to review the books and records of the CRCNV, during the CRCNV's normal business days, with the right to make copies of those books and records, which are not proprietary or confidential. The CRCNV shall have the right to inspect a Contractors meter data and power delivery facilities as authorized by NAC 538.570.

20.5 No Third-Party Beneficiaries: This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right, as a third-party beneficiary or otherwise, by virtue of this Agreement.

20.6 Assignment of Contract: Contractor may assign this Agreement, pursuant to NAC 538.550, only with the prior written approval of the CRCNV, which shall not be unreasonably withheld, conditioned or delayed. Such assignment shall take effect only upon satisfaction of all requirements for the assignment including the assumption by the assignee of all obligations and liabilities under the Agreement.

20.7 Liability: Except as herein provided and except to the extent of any matter covered by project insurance, none of the Parties, nor their respective directors, officers or employees, shall be liable to the other Parties for any loss or damage of any kind or nature, including direct, indirect or consequential losses or damages, resulting from the past or future performance or nonperformance of their respective duties or obligations pursuant to this Agreement. The Parties expressly release the other Parties, and their respective directors, officers, and employees, from any claim, demand, obligation or liability against or of such other Party, its directors, officers, and employees for any such loss or damage. If any judgment is rendered against a Party, or its respective directors, officers or employees, for any loss or damage which is covered by project specific insurance, but for which for any reason payment is not made to that Party, the Party awarded such judgment shall not execute, levy or otherwise enforce such judgment, including recording or effecting a judgment lien, against the other Parties, or their respective directors, officers or employees. Notwithstanding the above provisions, the Parties do not waive any cause of action, claim, right or remedies against non-Parties for damages which are contributed to or caused by others.

The provisions of this section must not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

20.8 Indemnification: The Parties hereby agree to hold each other harmless, and defend and indemnify each other, and the directors, officers, employees, agents, successors or assigns of each, from any claims, demands, costs, losses, causes of action, damages or liability, of whatsoever kind or nature, arising by reason of the death or bodily injury of persons, or injury or damage to property resulting from either Party's performance of its responsibilities under this Agreement or from either Party's use of its real or personal property as may be required to perform its responsibilities under this Agreement, except to the extent such claims, demands, costs, losses, causes of action, damages or liabilities arise out of the intentional or gross negligence of persons under the control of either Party.

20.9 Waiver: By mutual written consent of all the Parties, performance by one or more of the Parties of any obligation under this Agreement may be excused or waived. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

20.10 Severability: If any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition to any person or circumstance, is held invalid by any court having jurisdiction, the remainder of this Agreement, and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Should any provision of this Agreement be declared invalid or prohibited, the Parties shall in good faith negotiate a new provision that achieves the intent of the Parties at the time of execution to the nearest extent possible, to replace the provision declared invalid or prohibited, and amend this Agreement to include such provision.

20.11 Force Majeure: No Party shall be considered to be in breach of this Agreement to the extent that a failure to perform its obligations under this Agreement is due to a Force Majeure cause or event as defined in section 3.18. In such an event, the intervening force majeure cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening force majeure cause ceases.

No Party shall be relieved by the operation of this section of any obligation to pay all of the charges set out in section 9.

Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure cause or event shall give prompt written notice of such fact to the other Party or Parties and shall exercise due diligence to remove such inability to fulfill any of its obligations with all reasonable dispatch.

20.12 Entire Agreement: This Agreement and its integrated attachment(s) and any incorporated agreement, document or instrument, constitutes the entire agreement of the Parties, and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Agreement.

20.13 Dispute Resolution Process: If a dispute arises between the Parties that is not resolved through discussions of their Authorized Representatives, any Party may, by written notice identifying the matter with particularity, submit the matter to the Senior Executives for resolution.

In the event that a dispute is not resolved to the satisfaction of each Party by the Senior Executives, the Parties may pursue any and all legal remedies.

If in any such court proceeding, an amount paid by Contractor on the demand or bill of the CRCNV is held not to have been due; it shall be refunded with no interest.

20.14 Governing Law, Jurisdiction: This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving any effect to any principle of conflict of laws that would require the application of the law to any other jurisdiction. The Parties consent to the exclusive jurisdiction of a court of competent jurisdiction in Clark County, Nevada for enforcement of this Agreement.

20.15 Continued Cooperation: The CRCNV and Contractor will work together in a collaborative manner to accommodate changes in circumstances during the term of this Agreement, including without limitation evolving wholesale energy markets and transmission services, and changes in technology and hydrology, including drought and

drought mitigation measures, by taking reasonably necessary action which may include amending this Agreement or execution of ancillary agreements.

20.16 Execution in Counterpart: This Agreement may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if both Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto, by having attached to it one or more signature pages.

21. AUTHORITY TO ENTER INTO AGREEMENT: Each individual person signing this Agreement represents and warrants that the Party represented has duly authorized such individual to execute this Agreement with the intent that the Party be bound and obligated hereby.

**PIONEER AMERICAS LLC d.b.a. OLIN
CHLOR ALKALI PRODUCTS**

Approved as to form:

Lloyd Webb
Director, Commercial Energy
Olin Corporation

Angela Castle
Attorney
Olin Corporation

TITANIUM METALS CORPORATION

Approved as to form:

Steve Wright
President

Date

Fred Schwarz
Vice President of Finance

Date

EMD

Approved as to form:

John Wachter
President

Date

William J. Golden
General Counsel

Date

EXHIBIT 1

Contract No. P18-JMA

POOLING AND SHARING; RATE METHODOLOGY

This Exhibit 1 shall remain in effect until superseded by another Exhibit 1, issued by the CRCNV in compliance with this Agreement.

The pooling or sharing of hydropower resources among the Parties will be administered as follows:

1.1 Prior to the start of each month, the CRCNV will calculate an estimate of pooling for the upcoming scheduling month:

1.1.1 The CRCNV will determine each Contractor's Estimated Monthly Energy Position as follows:

Contractor's Estimated Monthly Energy Position (MWh) = Contractor's forecasted load – (Contractor's forecasted Hoover energy adjusted for any pre-arranged layoffs + Contractor's forecasted Parker Davis energy adjusted for any pre-arranged layoffs).

1.1.2 If the Contractor has a Long Energy Position, the Contractor has excess hydropower energy and will pool (sell) energy to those Contractors who have a Short Energy Position. If the Contractor has a Short Energy Position, the Contractor does not have enough hydropower and will purchase pooled hydropower energy from those Contractors that have a Long Energy Position.

1.1.3 Affected Contractors will either be billed, or be credited for, the estimated resource that was pooled at the Pooling Rate defined in Section 1.3 below.

1.1.4 For purposes of producing a pooling estimate, Hoover will be pooled first followed by Parker-Davis.

1.1.5 The sum of all remaining Short-Energy Positions that remain after pooling has been estimated will be filled with Supplemental Power as described in Exhibit 2.

1.2 Final pooling among the Contractors will be determined once the CRCNV receives a schedule of delivered energy from the SE, WAPA's final accounting of hydropower deliveries to the BMI Contractors, and the BA's invoice for Ancillary Services. Typically, all accounting reports and invoices are received by the end of each month for the month prior.

1.2.1 Each Contractor's Monthly Energy Position will be calculated at the end of each month for the prior month as follows:

Contractor's Monthly Energy Position (MWh) =

Contractor's Metered Load –

(Contractor's Delivered Hoover Energy + Contractor's Delivered Parker Davis Energy + Contractor's Share of Supplemental Power + Contractor's share of Short-Term Purchases)

where;

Contractor's Metered Load: the total MWh of energy consumed by the Contractor as calculated in accordance with Exhibit 5 Metered Load.

Contractor's Delivered Hoover Energy: the amount of Hoover energy in MWh determined by WAPA and CRCNV to have been delivered to each of the BMI Contractors.

Contractor's Delivered Parker Davis Energy: the amount of Parker Davis energy in MWh determined by WAPA and

CRCNV to have been delivered to each of the BMI Contractors.

Contractor's Share of Supplemental Power: determined in accordance with Exhibit 2 of this Agreement.

Contractor's Share of Short-Term Purchases/Sales: determined in accordance with Exhibit 3 of this Agreement.

1.2.1.2 In the final accounting for energy deliveries, if the Contractor has a Long Energy Position, the Contractor has excess hydropower energy and will pool (sell) energy to those Contractors who have a Short Energy Position. If the Contractor has a Short Energy Position, the Contractor does not have enough hydropower and will purchase pooled energy from those Contractors that have a Long Energy Position. The sum of all short and long positions will equal the total BMI complex energy imbalance.

1.2.1.3 In determining which Contractors bought or sold pooled energy, Contractors will be grouped together based on whether they have a Long Energy Position or a Short Energy Position. A total Short Energy Position and a total Long Energy position will be calculated for each group and that position will be traded between the groups until one group's total position is brought to zero. Each Contractor's percentage of the traded positions will be calculated by dividing each Contractor's position within the group by the total position of the group.

1.2.1.4 Hoover will be pooled first at the lesser of the Hoover pooling rate or the Average EIM Monthly Price where the Average EIM Monthly Price is defined as "the mean of the daily average EIM index prices experienced by the BMI complex as reported on the Nevada Power Company EIM Invoice.

1.2.1.5 If, after pooling Hoover, the energy positions have not been completely offset, Parker Davis will be pooled at the lesser of the Parker-Davis pooling rate or the Average EIM Monthly Price where the Average EIM Monthly Price is defined as “the mean of the daily average EIM index prices experienced by the BMI complex as reported on the Nevada Power Company EIM Invoice.

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1.2.1.6 After trading positions, either the group with the Long Energy Positions will be zero and there will be a remaining Short Energy Position or, the group with the Short Energy Position will be zero and there will be a remaining Long Energy Position. If there is a remaining Short Energy Position, the Contractors that are short, will be apportioned a share of Energy Imbalance charges in accordance with Exhibit 4. If there is a remaining Long Energy Position, Energy Imbalance revenue will be apportioned to all Contractors in accordance with Exhibit 4.

1.3 The pooling rate for each resource will be calculated as follows and will not be trued up:

1.3.1 The Hoover pooling rate is calculated prior to the start of the fiscal year and will include the sum of CRCNV’s energy and capacity base charges, energy and capacity bond charges, and annual Hoover-related MSCP charges, divided by CRCNV’s total Hoover energy (kWh) in the final master schedule issued by WAPA.

1.3.2 The Parker-Davis pooling rate is calculated prior to the start of the fiscal year and will include the sum of CRCNV’s energy charges, capacity charges, transmission charges, and annual Parker-Davis related MSCP charges divided by CRCNV’s total Parker-Davis energy (kWh).

1.4 During the [monthly/annual] adjustment or true-up process, affected Contractors will receive an accounting of estimated vs. actual pooled resources, and will either be billed, or be credited for, the difference between estimated and actual pooling charges.

EXHIBIT 2
Contract No. P18-JMA
SUPPLEMENTAL POWER

This Exhibit 2 shall remain in effect until superseded by another Exhibit 2, issued by the CRCNV in compliance with this Agreement.

2.1 Each Contractor's share of Supplemental Power purchased by the CRCNV prior to the start of each month will be determined by its estimated Open Position calculated as follows: Contractor's Estimated Open Position = Contractor's Estimated Monthly Load – (Contractor's Estimated Hoover Energy adjusted for any pre-arranged layoffs + Contractor's Estimated Parker Davis Energy adjusted for any pre-arranged layoffs) +/- Contractor's Estimated Pooling as determined using the methodology set forth in Exhibit 1.

2.2 The CRCNV will calculate the total Estimated Open Position of the BMI Complex by netting together each Contractor's Estimated Open Position.

1.2.1 If the BMI complex Open Position is negative, the BMI Complex has a Short Energy Position and the CRCNV will purchase power from the market to fill the BMI Complex's estimated need.

1.2.2 If the BMI complex Open Position is positive, the BMI Complex has a Long Energy Position and CRCNV will attempt to lay off hydropower in accordance with the Contractor's CRCNV's Resource Contracts.

2.3 Each Contractor that has an Estimated Short Open Position will be billed by the CRCNV for its share of Supplemental Power at the market price paid by the CRCNV plus the CRCNV's administrative charge.

EXHIBIT 3

Contract No. P18-JMA

SCHEDULING AND SPOT TRANSACTION CHARGES; COST AND BENEFIT SHARING CALCULATION METHODOLOGY

This Exhibit 3 shall remain in effect until superseded by another Exhibit 3, issued by the CRCNV in compliance with this Agreement.

3.1 Scheduling Entity: The Scheduling Entity (SE) for the BMI Complex is Tenaska Power Services (TPS).

3.2 Short Term Power. Each month, the SE will schedule all resources to the BMI Complex in the most optimal fashion possible on an hourly basis, taking care to balance loads and resources as closely as possible to minimize imbalance costs and penalties. Day-ahead and hourly purchases/sales that TPS makes to balance loads and resources at the Complex are referred to as “Short-Term Power” purchases and sales. Each of the Contractors will be assigned a share of Short-Term Power purchases and sales based on the CRCNV’s determination of which Contractors caused the need for the Short-Term Power purchases and/or sales. Where no causation can be determined, each of the Contractors will be assigned a share of Short-Term Power purchases and sales in proportion to their metered load.

3.3 Scheduling Fees. Scheduling fees assessed by the SE, if any, will be apportioned to each contractor based on the Contractor’s sharing percentage of monthly, metered load.

3.4 Net Optimization Benefits (NOB): During months that the SE engages in optimization transactions related to the Hoover resource, the NOB that is generated by the SE, whether positive or negative, will be apportioned to the Contractors at the end of the month based on each Contractors’ pre-pooled share of Hoover Power. Any revenue generated by the sale of Renewable Attributes associated with the optimization

transactions will also be apportioned to the Contractors at the end of the month based on each Contractors' pre-pooled share of Hoover Power.

EXHIBIT 4

Contract No. P18-JMA

DISAGGREGATION OF ANCILLARY SERVICE CHARGES CALCULATION METHODOLOGY

This Exhibit 4 shall remain in effect until superseded by another Exhibit 4, issued by the CRCNV in compliance with this Agreement.

4.1 The Contractors' electrical loads reside within the BAA of Nevada Power Company d.b.a. NV Energy and the CRCNV will be billed for Ancillary Services by NV Energy in accordance with the Ancillary Service Agreement Between CRCNV and NV Energy.

4.2 Ancillary Service Costs assessed by the BAA for the following schedules will be apportioned to each Contractor by multiplying the Contractor's metered load coincident with the hour of the BAA's system peak load, multiplied by BAA's ancillary service rates as published in its Open Access Transmission Tariff (OATT):

Schedule 1: System Control and Load Dispatch

Schedule 2: Voltage Control from Generation Sources

Schedule 3: Regulation and Frequency Response

Schedule 5: Spinning Reserves

Schedule 6: Supplemental Reserves

4.3 At the end of each month, the CRCNV will receive an invoice or a credit from the BAA for Schedule 4 (Energy Imbalance). The invoice is an accounting of the BMI Complex's transaction in the CAISO EIM. At the end of every 5 minutes, load is measured against resources. This results in either a purchase when resources do not meet load or a sale when resources exceed load. The monthly invoice from the BAA will either be a net purchase or a net sale to the BMI Complex and will include EIM uplift costs and fees.

4.3.1 If the invoice is a cost, customers with a remaining Short Energy Position as determined in Exhibit 1, Section 1.2.1.4 will be allocated a pro rata share of the invoice cost.

4.3.2 If the invoice shows a revenue, the revenue will be distributed based on share of metered load regardless of the end of month position.

EXHIBIT 5

Contract No. P18-JMA

METERED LOAD

This Exhibit 5 shall remain in effect until superseded by another Exhibit 5, issued by the CRCNV in compliance with this Agreement.

5.1 All power delivered to the BMI Complex will be measured at the 14.4 kV side of the 230/14.4 kV transformers at CRCNV Substation and will be grossed up by .0075% for losses.

5.2 The CRCNV Substation meter reads will be apportioned to each Contractor using meter data reported by Basic Power Company (BPC) for each of the Contractors that is served from the CRCNV Substation as follows:

5.2.1 Contractor Sharing % Calculation = Contractor's meter read as provided by BPC / Total of all Contractor meter reads provided by BPC.

5.2.2 Contractor Metered Load = CRCNV Substation meter read * Contractor Sharing Percentage.

5.3 Basic Water Company's Metered Load will be measured directly by the CRCNV.

EXHIBIT 6

Contract No. P18-JMA

AUTHORIZED REPRESENTATIVES AND NOTICES

This Exhibit 6, shall remain in effect until superseded by another Exhibit 6, issued by the CRCNV in compliance with this Agreement.

6.1. Senior Executives and alternates are as follows:

CONTRACTORS	SENIOR EXECUTIVE	ALTERNATE
Colorado River Commission of Nevada	Eric Witkoski, Executive Director ewitkoski@crc.nv.gov	Sara Price Senior Assistant Director sprice@crc.nv.gov
Basic Water Company	Stephanne Zimmerman, President szimmerman@landwellco.com	Colen Watts, Vice President cwatts@basicco.com
Lhoist North America of Arizona, Inc.	Kenneth E. Curtiss Vice President & General Counsel ken.curtiss@lhoist.com	Ameet Bodhankar Vice President ameet.bodhankar@lhoist.com
Pioneer Americas LLC dba Olin Chlor Alkali Products	John McIntosh, Executive Vice President jmcintosh@olin.com	Lloyd Webb, Commercial Director, Energy lbwebb@olin.com
Titanium Metals Corporation	Steve Wright President steve.wright@timet.com	Fred Schwarz, Vice President of Finance fred.schwarz@timet.com
EMD dba Borman Specialty Materials	John Wachter, President john.wachter@bormansm.com	Keenan Sanders, Director of Plant Operations keenan.sanders@bormansm.com

6.2. Authorized Representatives and alternates are as follows:

CONTRACTORS	AUTHORIZED REPRESENTATIVE	ALTERNATE
Colorado River Commission of Nevada	Gail Bates, Assistant Director, Hydropower gbates@crc.nv.gov	Craig Pyper Hydropower Program Manager cpyper@crc.nv.gov
Basic Water Company	Colen Watts Vice President cwatts@basicco.com	None
Lhoist North America of Arizona, Inc.	Kenneth E. Curtiss Vice President & General Counsel ken.curtiss@lhoist.com	Ameet Bodhankar Vice President ameet.bodhankar@lhoist.com
Pioneer Americas LLC dba Olin Chlor Alkali Products	Lloyd Webb Commercial Director, Energy lbwebb@olin.com	Alex Weir Global Supply Chain Director aaweir@olin.com
Titanium Metals Corporation	Benoit Noel VP and General Manager Benoit.noel@timet.com	Dionne Borden Controller Dionne.borden@timet.com
EMD dba Borman Specialty Materials	Keenan Sanders Director of Production Keenan.Sanders@bormansm.com	Kevin McIntosh Director of Manganese Products kevin.mcintosh@bormansm.com

6.3. All notices and official communications sent to the CRCNV should be sent to:

Colorado River Commission of Nevada

555 E. Washington Avenue, Suite 3100

Las Vegas, NV 89101

Attn: Hydropower Department

Email: CRCPower@crc.nv.gov

6.4. All notices and official communications sent to the Contractors should be sent to:

Basic Water Company

875 W. Warm Springs Road
Henderson, NV 89011

Attn: Colen Watts Email: cwatts@basicco.com

Lhoist North America of Arizona, Inc.

3700 Hulen Street
Fort Worth, TX 76107

Attn: Ken Curtiss Email: ken.curtiss@lhoist.com

Pioneer Americas LLC dba Olin Chlor Alkali Products

490 Stuart Road NE
Cleveland, TN 37312

Attn: Lloyd Webb Email: lbwebb@olin.com

Attn: Alex Weir Email: aaweir@olin.com

Titanium Metals Corporation

(U.S. Postal)
PO Box 2128
Henderson, NV 89009

(Fedex/UPS)
Titanium Metals Corporation
181 N. Water Street
Henderson, NV 89015

Attn: Benoit Noel Email: Benoit.noel@timet.com

EMD

560 W. Lake Mead Parkway
Henderson, NV 89015

Attn: Keenan Sanders Email: Keenan.Sanders@bormansm.com

Attn: Kevin McIntosh Email: kevin.mcintosh@bormansm.com