

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM A  
FOR MEETING OF SEPTEMBER 10, 2024**

<b>SUBJECT:</b> Roll Call / Conformance to Open Meeting Law.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> 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 SEPTEMBER 10, 2024**

<b>SUBJECT:</b> Comments from the public. Members of the public are invited to comment on items on the meeting agenda. (No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action).
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> None.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM C  
FOR MEETING OF SEPTEMBER 10, 2024**

<b>SUBJECT:</b> <i>For Possible Action:</i> Approval of minutes of the August 13, 2024, meeting.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

The minutes of the August 13, 2024, meeting is enclosed for your review.

**The Colorado River Commission of Nevada (Commission) meeting was held at 1:32 p.m. on Tuesday, August 13, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.**

### **COMMISSIONERS IN ATTENDANCE**

Chairwoman  
Commissioner  
Commissioner  
Commissioner

Puoy K. Premsrirut  
Marilyn Kirkpatrick  
Dan H. Stewart  
Steve Walton

### **COMMISSIONERS PRESENT VIA TELECONFERENCE**

Vice Chairwoman  
Commissioner  
Commissioner

Kara J. Kelley  
Allen J. Puliz  
Cody Winterton

### **DEPUTY ATTORNEY(S) GENERAL**

Special Counsel, Attorney General  
Special Counsel, Attorney General

Michelle D. Briggs  
David W. Newton

### **COMMISSION STAFF IN ATTENDANCE**

Executive Director  
Senior Assistant Director  
Chief of Finance and Administration  
Assistant Director, Energy Information Systems  
Assistant Director, Engineering and Operations  
Assistant Director, Hydropower  
Assistant Director, Natural Resources  
Hydropower Program Manager  
Power Systems Operations Manager  
Chief Accountant  
Senior Energy Accountant  
Senior Energy Accountant  
Natural Resource Specialist  
System Coordinator  
IT Application Specialist  
Executive Assistant Manager  
Office Manager  
Administrative Assistant III  
Administrative Assistant II

Eric Witkoski  
Sara Price  
Douglas N. Beatty  
Kaleb Hall  
Shae Pelkowski  
Gail Bates  
Warren Turkett, Ph.D.  
Craig Pyper  
Walter Shupe  
Gail L. Benton  
Hyelim Hong  
Andrew Weart  
Danielle Greene  
Chris Smith  
John Sagmani  
Gina L. Goodman  
Noah Fischel  
Tamisha Randolph  
Joshua Cleveland



**OTHERS PRESENT: REPRESENTING**

City of Henderson  
City of Henderson  
Overton Power District #5  
Southern Nevada Water Authority  
Southern Nevada Water Authority

Becky Risse  
Christopher Boyd  
Jonathan Denninghoff  
Annalisa Porter  
Scott Krantz

DRAFT

**COLORADO RIVER COMMISSION OF NEVADA**

**MEETING OF**

**AUGUST 13, 2024**

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrirut at 1:33 p.m., followed by the pledge of allegiance.

**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. Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action.**

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

**C. For Possible Action: Approval of minutes of the June 11, 2024, meeting.**

Commissioner Kirkpatrick moved for approval the minutes of the June 11, 2024, meeting. The motion was seconded by Commissioner Stewart and approved by unanimous vote.

**D. For Possible Action: Consideration of and possible action to approve contract CRCGV-03 between successful bidder, ILJIN Electric USA, Inc., and the Colorado River Commission of Nevada, based on bid solicitation 69CRC-S2784 for Garnet Valley Water System Power Transformers in the amount of \$ 3,396,000**

Mr. Witkoski introduced Agenda Item D.

Assistant Director, Engineering and Operations Shae Pelkowski stated this procurement package is for power Transformers for the Garnet Valley water system. It's two of four total transformers that are going to be needed for that facility. The Commission Staff and Nicholas Mingura from SNWA participated in a bid review session; the committee reviewed each of the five bidders. Then selected ILJIN as our winning bidder.

Commissioner Kirkpatrick asked is this a project labor agreement or is it just a regular bid for materials and were local providers considered.

Mr. Pelkowski answered yes, the Commission accepts bids from local distributors. But the equipment is not always built locally or built in the US.

Mr. Witkoski stated just to be clear, these transformers are difficult to obtain and these particular transformers would be built in South Korea.

Chairwoman Premsrirut asked Mr. Pelkowski if you could just briefly give a little context about the four quotes and how the evaluation team narrowed to the chosen bid.

Mr. Pelkowski clarified the Commission received four quotes. The evaluation team compares the bids on technical and commercial terms and evaluate the best proposal that will work with our power system on a day-to-day basis. ILJIN was the low bidder, they were also firm price bid, which is rare to get these days in power transformer market.

Chairwoman Premsrirut replied the down payment is the 10% versus some of the other company prices fluctuating requiring more down payment and then also delivery time is satisfactory.

Mr. Pelkowski replied that's correct and the delivery time is on par with the others.

Chairwoman Premsrirut asked where there any additional questions or comments. There were none.

**Commissioner Stewart moved for approval of contract CRCGV-03 between successful bidder, ILJIN Electric USA, Inc., and the Colorado River Commission of Nevada, based on bid solicitation 69CRC-S2784 for Garnet Valley Water System Power Transformers in the amount of \$ 3,396,000. The motion was seconded by Commissioner Walton and approved by unanimous vote.**

<p><b>E. <i>For Possible Action:</i> Discussion of current and future staffing, proposed budget for Fiscal Years 2026 and 2027 with a request for approval for submittal to Governor's Finance Office by August 30, 2024.</b></p>
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Mr. Witkoski introduced Agenda Item E and discussed the current staffing and plans for recruitment for some vacant positions.

Chief of Finance and Administration Doug Beatty opened with budget account 4490.

Chairwoman Premsrirut asked if any Commissioners or any Commission members have any questions regarding the staffing and group assignments?

Commissioner Kirkpatrick stated in today's world, in the Western region, the Commission needs to have all hands-on deck, and if that means more employees, then the Commission needs to make the hires. The Commission needs one person that just can keep up with the federal regulatory. It would be foolish not to advocate to the Governor's budget, the Commission needs to make sure that we get the best of the best. Nevada has a unique water supply system. It's not necessarily a job description that you can put out. The Commission is advocating for these positions, advocating the flexibility to get what is needed because it's a competitive environment.

Chairwoman Premsrirut agreed with Commissioner Kirkpatrick adding the need for CRC to be proactive and to not only recruit the most skilled and qualified candidates, but to have a system to operate under which can be proactive and malleable and not confined to pigeonhole any employee to any role. Given the dwindling resource that the Commission is dealing with, and the full time need for us to expand our bandwidth with the upcoming projects.

Mr. Beatty gave further updates on the budget between what was presented in June and the changes made in the budget for the Commission to consider.

He highlighted the two senior power facilities electrician positions and one regular power facilities electrician he added to the budget.

Mr. Beatty spoke regarding budget account 4501 and indicated that the budget presented in June was a little light given the various projects on the horizon that the Commission has been approving material contracts for such as Garnett Valley Project, Boulder Flats Project and Mont Hill Project. Further, there is another one in the works with the City of Boulder City.

Thus, Mr. Beatty, recommended the Commission increase the amount to accommodate about \$15 million in each year of the biennium for those kinds of contracts to cover the cost of engineering and construction.

Mr. Beatty went on to discuss Budget Account 8360 for replacement vehicles. We had one replacement vehicle in there for about \$75,000 to replace one of the old vehicles that is out at the substation. With the addition of the two new employees, we will need 2 new vehicles so the total for the three vehicles is \$225,000.

Vice Chairwoman Kelley stated that she just wanted to reiterate for the edification of the Commission that the contract increased 50% and that's a big number. And as Mr. Beatty said, it's based on the customers' needs. The project is already approved and then our ability to do that for them and they be paying for it. Just want to make sure it's on the record that the Commission does not increase the budgets by 50% without due reason.

Commissioner Kirkpatrick made a suggestion that could help the Commission. Requesting that the Commission put together a six-year plan of what they employ. The Commission can create a record in the history so that there's an expectation. This is the right time because water is at the top of everybody's mind that we have to build up our team sooner rather than later. If the Commission knows it's coming, then it's an automatic that it gets looked at in the governor's future budget. This is so that the Commission is not begging every time. This is One for water. You should never have to beg, right? Because that's a normal thing that everybody has to have to survive.

Mr. Beatty thanked Commissioner Kirkpatrick for a great suggestion. Then asked that Mr. Witkoski to address the topic further.

Mr. Witkoski agreed, the Commission is looking at the 10-year plan for the infrastructure, you're right, The Commission needs to include the staffing that's going to go with it, and it would be nice to have a plan that coincides each succession and shows our progress.

**Commissioner Kirkpatrick moved for approval of current and future staffing, proposed budget for Fiscal Years 2026 and 2027 with a request for approval for submittal to Governor's Finance Office by August 30, 2024. The motion was seconded by Commissioner Stewart and approved by unanimous vote.**

**F. *For Information Only:* Update on Bill Draft Request 59, submitted by the Commission at request of Governor's office, for removal of regulations NAC 321.100 through NAC 321.230, that are no longer needed or supported by statutes that were repealed in the 2009 Legislative Session.**

Mr. Witkoski explained Item F was the bill draft requested from the Governor's office to repeal some legacy regulations that were left on Nevada State Lands books that stemmed the Commission's prior involvement with the Ft. Mohave Development Act. The Commission's authority was moved to Clark County in 2007, and the statutes related to the regulations were repealed in 2009.

However, the regulations NAC 321.100 through NAC 321.230 that are no longer needed had not been repealed. The Commission was requested to provide a Bill Draft Request so the remaining regulations could be repealed by the legislature during the 2025 session.

**G. *For Information Only:* Staff presentations on the proposed 2028 Parker-Davis Power Marketing Plan issued by the Western Area Power Administration, Department of Energy.**

Assistant Director, Hydropower Gail Bates gave a presentation on the proposed 2028 Parker-Davis Power Marketing Plan issued by the Western Area Power Administration, Department of Energy. (Attachment A)

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

Executive Director Eric Witkoski stated at this time the legal team does not have any updates to report.

**I. *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, basin negotiations, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.**

Warren Turkett, Assistant Director of Natural Resources, gave a presentation on the latest hydrology and river updates. (Attachment B).

Sara Price, Senior Assistant Director provided an update on the post-2026 multistate negotiations.

**J. Comments from the public. Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on the agenda as an item for possible action.**

Chairwoman Premsrirut asked if there were any comments from any member of the public present in the Chamber or any member of the public participating remotely that wish to address the Commission. There were none.

**K. Comments and questions from the Commission members.**

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

**L. Selection of the next possible meeting date.**

The next meeting is tentatively scheduled for 1:30 p.m. on September 10, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**M. Adjournment.**

The meeting was adjourned at 2:27 p.m.

APPROVED:

\_\_\_\_\_  
Eric Witkoski, Executive Director

\_\_\_\_\_  
Puoy K. Premsrirut, Chairwoman



# Colorado River Commission of Nevada

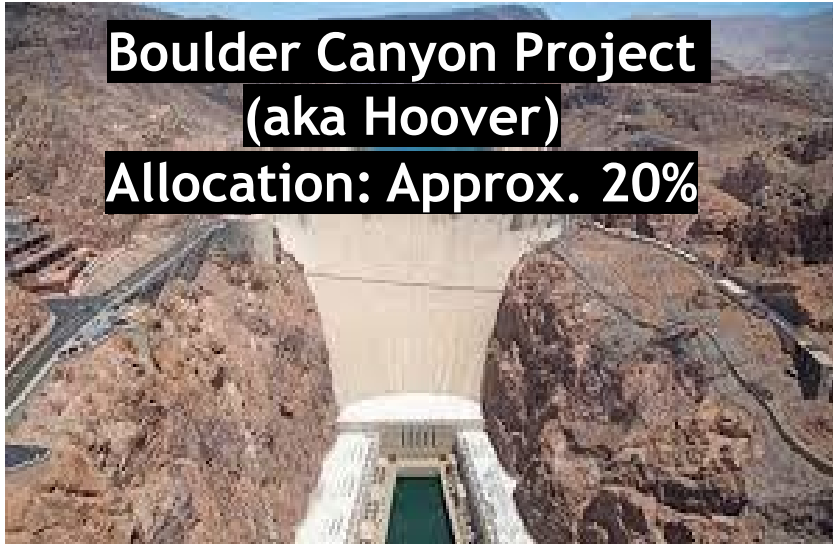
Parker-Davis Project Post-2028 Remarketing

CRCNV Hydropower Dept.

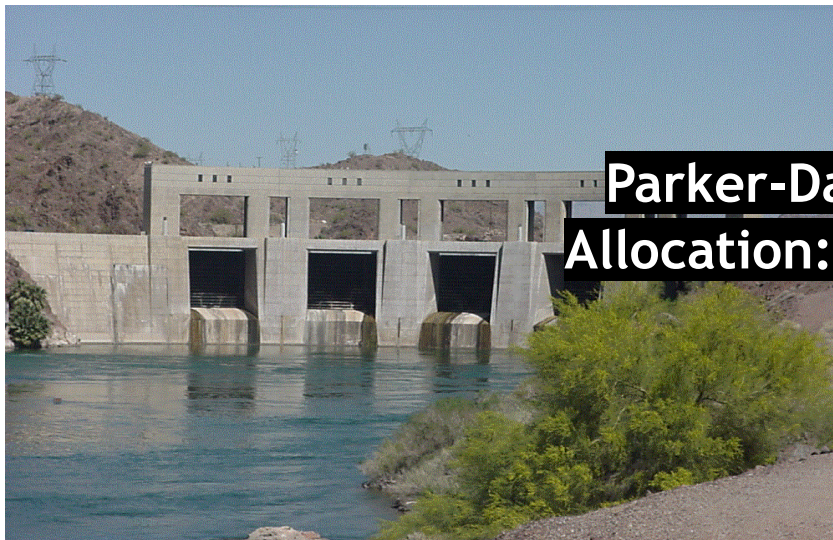
August 13, 2024



# CRCNV Federal Hydropower Resources



SLCAIP = Salt Lake City  
Area Integrated  
Projects



vis Dam  
hlin, NV

# Federal Hydropower Contract Flow

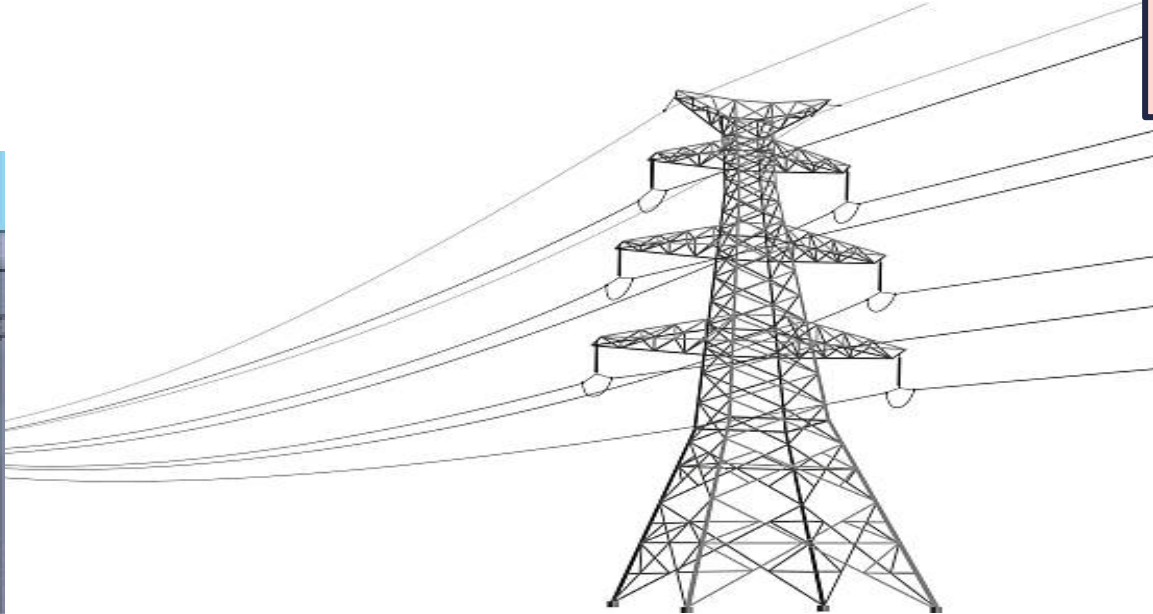
ATTACHMENT B

Dept. of Interior  
Bureau of Reclamation  
owns and operates federal  
hydropower resources

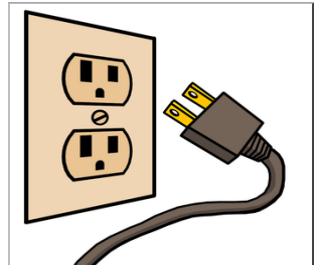


Hoover, Parker, Davis, and  
Colorado River Storage  
Project Dams

Dept. of Energy  
Western Area Power Administration  
transmits and markets federal  
hydropower resources



Colorado River Commission  
of Nevada contracts with  
federal agencies and  
represents Nevada's  
interests in all hydropower  
matters



Colorado River  
Commission of  
Nevada sells  
hydropower to  
23 So. NV  
contractors



# CRCNV's Parker-Davis Project Customers

ATTACHMENT B

CRCNV Direct Retail End Use Customers	Wholesale Utility Customers	Water and Wastewater Customers
Henderson WC, LLC.	Overton Power District No. 5	Southern Nevada Water Authority
Lhoist	Valley Electric Association	
TIMET		
Borman Specialty Materials		

# Parker-Davis Remarketing

- The CRCNV's contracts with WAPA for the purchase of Parker-Davis power expire on Sept. 30, 2028 as do the CRCNV's contracts with its 7 contractors.
- WAPA must undertake a public process to determine who will be awarded an allocation effective October 1, 2028.
- WAPA's public process started in May of 2024 and is scheduled to continue through August of 2026.
- At the end of that public process, contract negotiations will begin and are expected to conclude by May 31.

# WAPA's Federal Register Notice

- Issued in May 2024
- Proposes, among other things that:
  - Current allocations be extended for another 20-year term with the creation of a small pool for new applicants
    - Current contractors give up a small amount of their resource so that new contractors can apply for an allocation.
  - The amount of power delivered be based on what can be generated instead of being supplemented with purchased power as it is today
    - Change is intended to keep downward pressure on the Parker-Davis rate and give customers more operational flexibility.
- Written comments are due to WAPA by August 19, 2024



# CRCNV Remarketing Timeline

- Concurrently with WAPA's process, the CRCNV is required by NAC 538.410 to undertake its own remarketing process.
- Two separate public processes:
  - First public process (tentatively Sept. 2025-March 2026)
    - Commission approval of 1) draft allocation criteria setting the stage for who will be eligible to apply for CRCNV's allocation and 2) the application that applicants will be invited to complete.
  - Second public process (Feb 2026-Nov 2026)
    - Approval of proposed allocations to specific contractors
- Contract negotiations with our contractors will take place concurrently with our contract negotiations with WAPA.

# Eligible Contractors

- Eligible contractors are currently limited by NRS 704.787
  1. The Colorado River Commission of Nevada may, without being subject to the jurisdiction of the Public Utilities Commission of Nevada, sell electricity and provide transmission service or distribution service, or both, only to meet the existing and future requirements of:
    - (a) Any customer that the Colorado River Commission of Nevada on July 16, 1997, was serving or had a contract to serve.
    - (b) The Southern Nevada Water Authority and its member agencies for their water and wastewater operations.
- Some additional limitations in NAC 538.410 narrow the field of applicants further.



# Questions?





# Colorado River Commission of Nevada

## Hydrology and River Updates

Warren Turkett

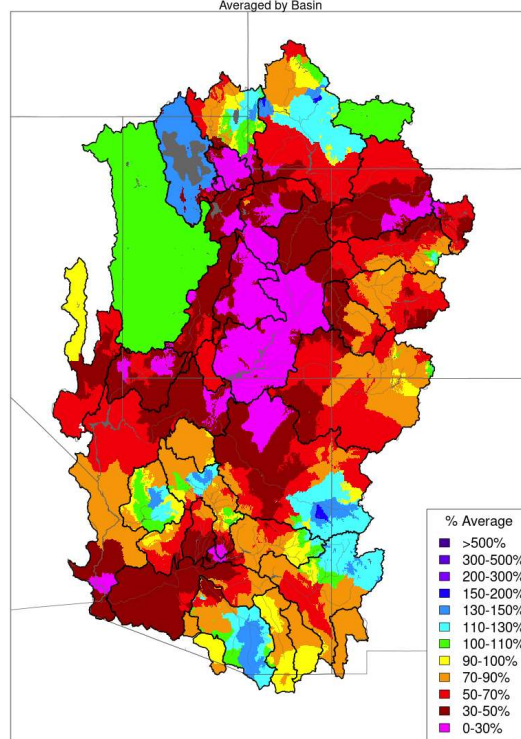
August 13, 2024



# Precipitation and Temperature

Monthly Precipitation - July 2024

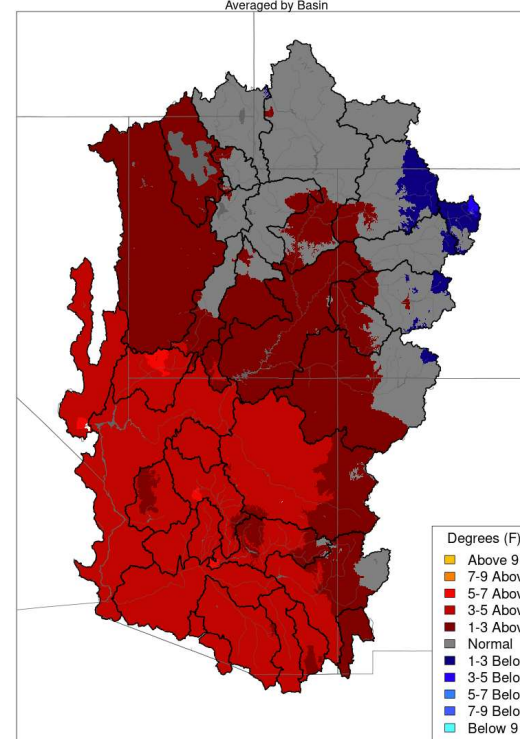
Averaged by Basin



Prepared by NOAA, Colorado Basin River Forecast Center  
Salt Lake City, Utah, [www.cbrfc.noaa.gov](http://www.cbrfc.noaa.gov)

Max Temp - Monthly Deviation - July 2024

Averaged by Basin

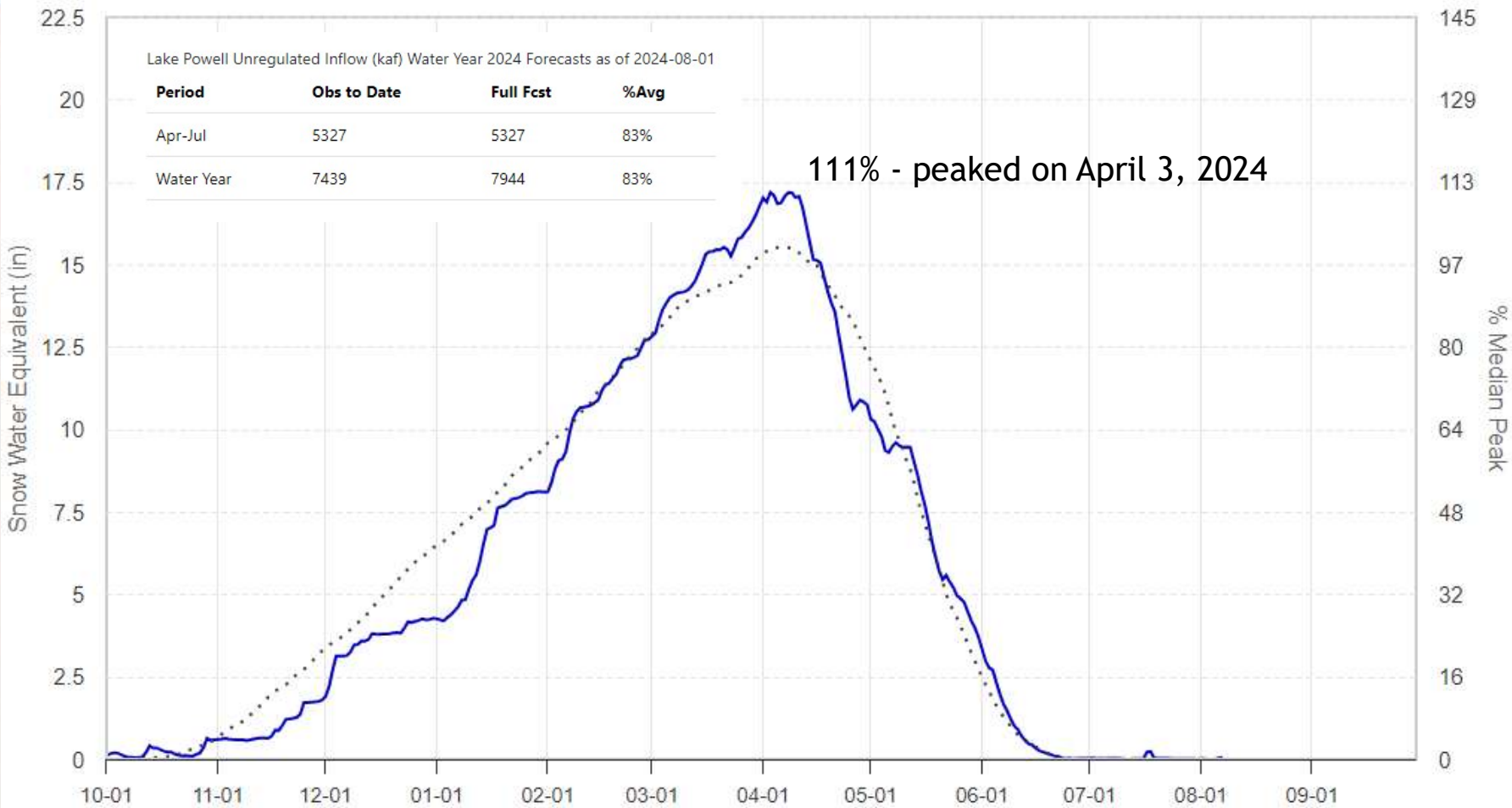


Prepared by NOAA, Colorado Basin River Forecast Center  
Salt Lake City, Utah, [www.cbrfc.noaa.gov](http://www.cbrfc.noaa.gov)

Lake Powell %Average Precipitation Water Year 2024

Area	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Water Year
UC-Powell	92	56	76	120	137	130	69	95	153	65	98

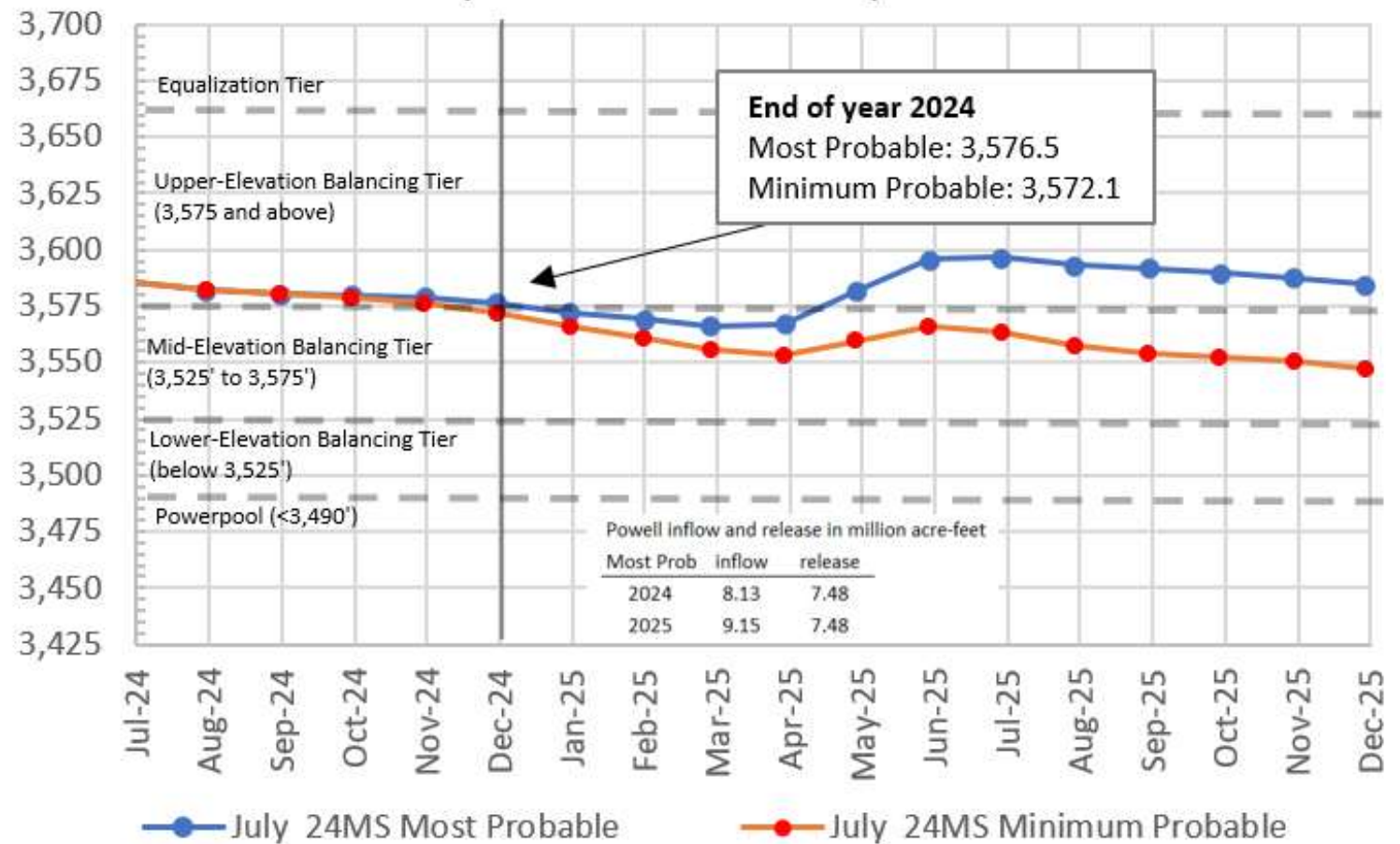
# Snowpack Accumulation







## Lake Powell End-of-Month Elevations July 2024 24 Month Study

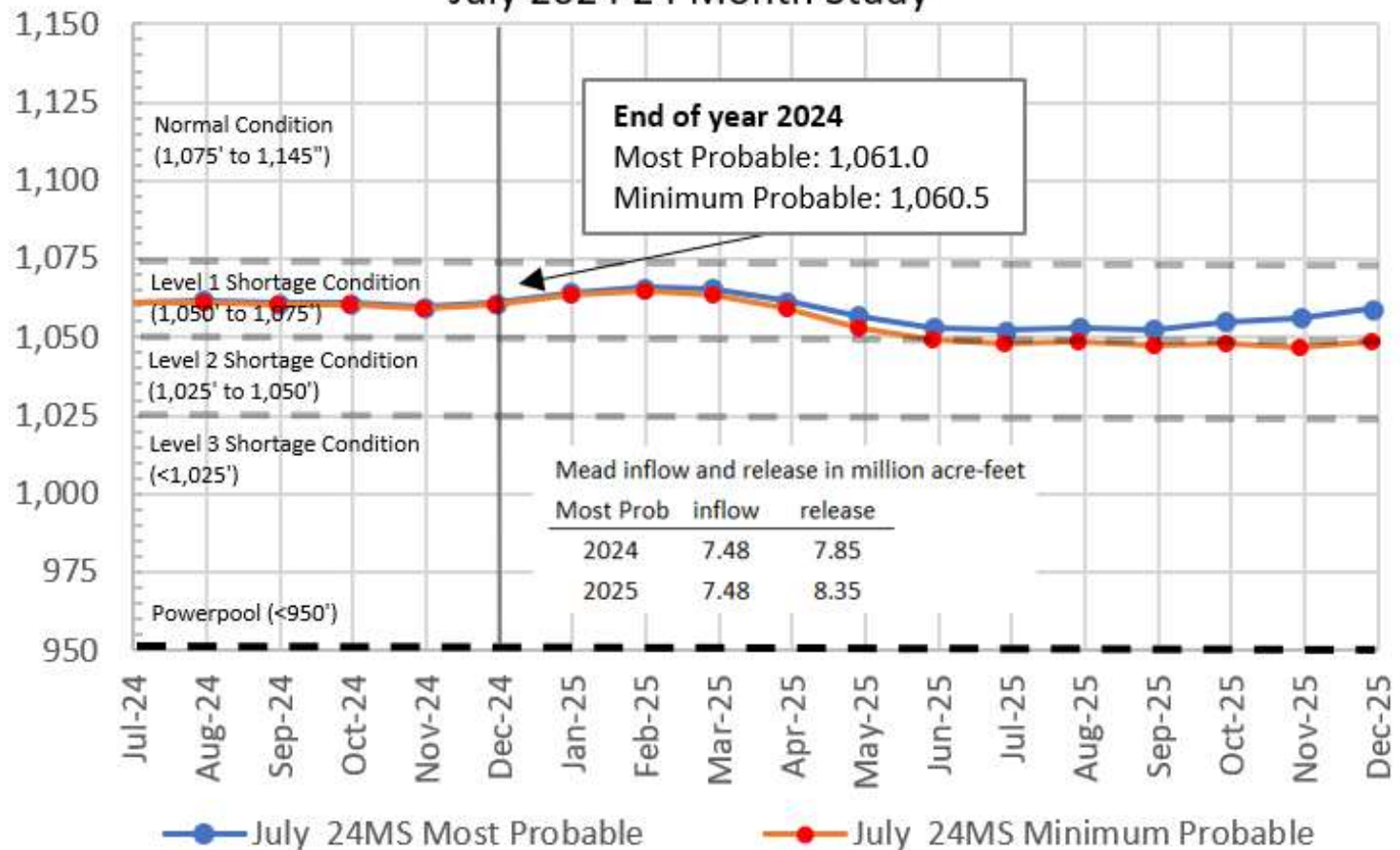


August 5, 2024 elevation: 3,583.9 feet



## Lake Mead End-of-Month Elevations

### July 2024 24 Month Study



August 5, 2024 elevation: 1,061.4 feet

# Water Use In Southern Nevada

## 2024 January-June Southern Nevada Water Use<sup>1</sup>

### Acre-Feet

Nevada Annual Allocation	300,000
Drought Contingency Plan contribution	-8,000
Interim Guidelines Shortages	-13,000
Diversions	212,400
Return Flow Credits	124,080
Consumptive Use	88,321
<sup>1</sup> 2024 Consumptive use data is preliminary.	(4.3% increase compared to last year)

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM D  
FOR MEETING OF SEPTEMBER 10, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve Contract No. 24-DSR-13350 between United States, Department of Energy, Western Area Power Administration (WAPA) and the Colorado River Commission of Nevada, for Firm Transmission Service Arrangements for the period of October 1, 2024, to September 30, 2057.

**RELATED TO AGENDA ITEM:**

Items E, F and G.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background of Contract**

The Colorado River Commission of Nevada (Commission) holds a contract with the Western Area Power Administration (WAPA) for hydropower from the Salt Lake City Area Integrated Project or SLCAIP. The SLCAIP project is a combination of various hydropower projects that the Bureau of Reclamation operates with Glen Canyon Dam being the largest generator in the SLCAIP collection of projects.

The current SLCAIP hydropower contract between the Commission and WAPA expires on September 30, 2024. The Commission approved a new contract for SLCAIP hydropower between the Commission and WAPA in August of 2019 for a term of October 1, 2024, through September 30, 2057.

As part of the new contract for SLCAIP hydropower, WAPA has required the Commission to enter into a transmission agreement with WAPA to deliver the Commission's SLCAIP resources from Pinnacle Peak Substation in Northern Arizona to Mead Substation in Southern Nevada. Having to buy transmission from Pinnacle Peak to Mead has been required in the past, but having a specific transmission contract for the service is a new requirement. The new transmission contract between WAPA and the Commission will be the same term as the SLCAIP contract, a term from October 1, 2024, to September 30, 2057.

**B. Staff's recommendation**

Staff recommends the Commission approve the contract with WAPA and authorize the Executive Director to sign it on behalf of the Commission.





**Department of Energy**  
Western Area Power Administration  
Desert Southwest Customer Service Region  
P.O. Box 6457  
Phoenix, AZ 85005-6457  
August 21, 2024

Eric P. Witkoski  
Executive Director, Colorado River  
Colorado River Commission of Nevada  
Las Vegas, NV 89106

Dear Mr. Witkoski:

Enclosed for signature is an electronic file of Exhibit A and Agreement No. 24-DSR-13350 (Agreement) between Colorado River Commission of Nevada (Contractor) and Western Area Power Administration (Interconnection Provider) for firm transmission service. The Agreement provides for Colorado River Commission to receive firm transmission for its Salt Lake City area integrated projects allocation of power and such other energy as many become available to the Contractor over the P-DP transmission system.

Please provide acceptance of the Agreement by having an authorized representative date and sign the Agreement by handwritten signature or affix a digital signature by using only Adobe Sign, Adobe E-Sign, or DocuSign that provides a certificate-based identification to authenticate the signer's identity and which binds each signature to the document with encryption. Return the dated and signed Agreement using one (1) of the following options:

1. Digital Signature: email Agreement to [colletti@wapa.gov](mailto:colletti@wapa.gov)
2. Handwritten Signature: email scanned Agreement to [colletti@wapa.gov](mailto:colletti@wapa.gov), and mail one (1) original to one (1) of the following addresses:

**If by U.S. Postal Service:**

Western Area Power Administration  
Desert Southwest Regional Office  
ATTN: G6215 (Colletti)  
P.O. Box 6457  
Phoenix, AZ 85005-6457

**If by Overnight Delivery:**

Western Area Power Administration  
Desert Southwest Regional Office  
ATTN: G6215 (Colletti)  
615 South 43<sup>rd</sup> Avenue Phoenix, AZ  
85009

If the Agreement is signed by handwritten signature, provide an attestation on the signature page, and affix your corporate seal. If a seal is not available, provide a signed letter of authorization from the Corporate Secretary, or any applicable certificates, resolutions, or minutes to indicate the signatory is duly authorized to commit Interconnection Customer to the terms of the Agreement. If digitally signed, provide the applicable certificates, resolutions, or minutes.

Interconnection Provider will review the Agreement upon receipt and, if satisfactory, will date and execute the Agreement. One (1) executed and dated original will be returned to you digitally signed by Interconnection Provider.

Contractual questions should be directed to Ms. Audrey Colletti, Public Utilities Specialist, at (602) 605-2659.

Sincerely,

JOHN  
PAULSEN

Digitally signed by JOHN  
PAULSEN  
Date: 2024.08.19  
14:31:45 -07'00'

John T. Paulsen  
Vice President of Power Marketing  
for Desert Southwest Region

Enclosure



**United States  
Department of Energy**

**WESTERN AREA  
POWER ADMINISTRATION**

**Desert Southwest  
Regional Office**

# CONTRACT

**CONTRACT NO. 24-DSR-13350**

**BETWEEN**

**UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Region**

**AND**

**COLORADO RIVER COMMISSION OF NEVADA**

**FOR**

**FIRM TRANSMISSION SERVICE ARRANGEMENTS**

**CONTRACT NO. 24-DSR-13350**

**BETWEEN**

**UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Region**

**AND**

**COLORADO RIVER COMMISSION OF NEVADA**

**FOR**

**FIRM TRANSMISSION SERVICE ARRANGEMENTS**

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**CONTRACT NO. 24-DSR-13350**

**BETWEEN**

**UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Region**

**AND**

**COLORADO RIVER COMMISSION OF NEVADA**

**FOR**

**FIRM TRANSMISSION SERVICE ARRANGEMENTS**

1. **PREAMBLE:** This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); December 21, 1928 (45 Stat. 1057); August 4, 1939 (53 Stat. 1187); July 19, 1940 (54 Stat. 774); May 28, 1954 (68 Stat. 143); August 31, 1964 (78 Stat. 756); September 30, 1968 (82 Stat. 885); June 24, 1974 (88 Stat. 266); August 4, 1977 (91 Stat. 565); August 17, 1984 (98 Stat. 1333); December 20, 2011 (125 Stat. 777, 43 U.S.C. 619a); and Acts amendatory or supplementary to the foregoing Acts, between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration (WAPA), Department of Energy, represented by the officer executing this Contract or a duly appointed successor; and Colorado River Commission of Nevada (Contractor), organized and existing under the laws of the State of Nevada, its successors and assigns; each sometimes individually called Party, and sometimes collectively called Parties.

2. **EXPLANATORY RECITALS:**

- 2.1 WAPA, pursuant to law, holds title to, operates, maintains, and makes replacements to the Parker-Davis Project (P-DP) transmission system facilities and appurtenances.
- 2.2 WAPA and Contractor entered into Contract No. 87-BCA-10004 for Firm Electric Service from the Salt Lake City Area Integrated Projects (SLCA Integrated Projects) on March 9, 1989, with an effective date of October 1, 1989, which was subsequently extended through September 30, 2024.
- 2.3 Contract No. 87-BCA-10004 allows for the delivery of the Contractor's allocation to specified SLCA Integrated Projects delivery points as well as delivery to specified P-DP delivery points. Contract No. 87-BCA-10004 terminates September 30, 2024, and is replaced with Contract No. 17-SLC-0839.
- 2.4 WAPA and Contractor entered Contract No. 17-SLC-0839 on August 13, 2019, and delivery of SLCA Integrated Projects hydropower shall commence October 1, 2024, and terminates September 30, 2057.
- 2.5 Contract No. 17-SLC-0839 provides that if, after September 30, 2024, transmission on the Parker-Davis Transmission Systems is required by the Contractor, it will be provided under a separate firm transmission service contract for the full amount of the Contractor's SLCA/IP capacity allocation at the Parker-Davis Firm Transmission Rate in effect at the time service is taken.
- 2.6 Contractor desires WAPA to continue to provide firm transmission service for its SLCA Integrated Projects allocation of power and such other energy as may become available to Contractor over the P-DP transmission system from

Contractor's point(s) of receipt to Contractor's point(s) of delivery on the P-DP transmission system as specified herein.

2.7 Contractor desires and WAPA is willing to provide firm transmission service over the P-DP transmission system using the transmission path(s) set forth in Exhibit A, attached hereto.

3. **AGREEMENT:** The Parties agree to the terms and conditions set forth in this Contract.

4. **TERM OF CONTRACT:** This Contract shall become effective on October 1, 2024, and shall remain in effect through September 30, 2057, unless the Parties mutually agree in writing to terminate or supersede this Contract on an earlier date, or Contractor no longer receives an allocation of SLCA Integrated Projects power.

5. **FIRM TRANSMISSION SERVICE TO BE PROVIDED BY WAPA:**

5.1 WAPA has determined that capacity on the P-DP transmission system is available to serve Contractor's resource requirements. WAPA shall use the PD-P transmission system to deliver capacity and associated energy for Contractor using the transmission path(s) designated in Exhibit A, adjusted for losses as provided for in Section 7, herein. Firm transmission service shall be provided for delivery of power and associated energy to Contractor at the point(s) of delivery in amounts identified in Exhibit A. The firm transmission service capacity provided for in this Contract is to deliver existing Contractor resources and is not intended to provide increased use or capacity for the benefit of any third party.

5.2 For the purposes described in subsection 5.1 herein, Contractor may request redirects of transmission capacity with said requests considered and granted in accordance with WAPA's business practices, as published on WAPA's Open

Access Same-time Information System (OASIS) site, effective October 1, 2006, and as may be amended from time to time, in accordance with WAPA's business practices.

- 5.3 Contractor shall inform WAPA in writing when an increase or decrease in P-DP transmission capacity is needed by Contractor to deliver its SLCA/IP resources. In accordance with Attachment K of WAPA's Open Access Transmission Tariff, WAPA shall reserve such capacity if available. Exhibit A will be revised to incorporate increased or decreased transmission capacity reservations, as necessary.
- 5.4 WAPA shall at all times have the right to use any portion of the transmission system capacity reserved for Contractor, but not being used by Contractor, to schedule capacity and deliver associated energy. WAPA reserves the right to grant the use of any such transmission system capacity to others on an interruptible basis during the periods when Contractor does not schedule use of such transmission system capacity.
- 5.5 Except as otherwise specifically provided in this Contract, the Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Contract or any duty, covenant, obligation, or undertaking established herein.
- 5.6 No assignment of the transmission capacity reserved for Contractor under subsection 5.1 herein may be made without the approval of WAPA.



6. **CHARGES FOR FIRM TRANSMISSION SERVICE:**

6.1 **P-DP:** Contractor shall pay WAPA monthly for the amount of transmission system capacity, expressed in kilowatts, contracted for hereunder and reserved for Contractor on the P-DP transmission path(s), as set forth in Section 3 of Exhibit A, in accordance with rates, charges, and conditions set forth in WAPA's current rate schedules and charges for the P-DP, as amended or supplemented; provided, that the charge in the twelfth month following the effective date of this Contract and in the twelfth month of each successive year shall be adjusted, if necessary, so that the total amount paid by Contractor during the year, exclusive of any additional charges due to Unreserved Use of transmission capacity (Unreserved Use), will equal the annual charge per megawatt-year set forth in WAPA's current rate schedules and charges for P-DP, multiplied by the amount of P-DP transmission capacity reserved for Contractor as set forth in Exhibit A.

6.2 **Unreserved Use of Capacity:**

6.2.1 Contractor is not entitled to transmission system capacity in amounts greater than the maximum rates of capacity reservations as set forth in Exhibit A. Contractor shall be billed for any Unreserved Use for each billing period in which WAPA determines there is a use of transmission capacity greater than maximum rate of delivery set forth in Exhibit A.

6.2.2 For transmission capacity reservations set forth in Exhibit A which are not in whole megawatts, Contractor shall have the right to schedule the transmission capacity up to the next whole megawatt value and Unreserved Use will be determined on the total number of megawatt-hours

scheduled in a month. The maximum megawatt-hours allowed in a month shall equal the transmission capacity reservation set forth in Exhibit A in megawatts times the number of hours in a month. Megawatts-hours scheduled by Contractor in excess of the maximum allowed will be assessed charges for Unreserved Use.

6.2.3 Unreserved Use shall be billed in accordance with the rate schedules effective at the time of the incident.

6.2.4 Billing Contractor or accepting payment for any Unreserved Use shall not constitute approval, authorization, or acquiescence by WAPA to such Unreserved Use.

6.2.5 Any Unreserved Use shall not establish any continuing right thereto.

Contractor shall cease any Unreserved Use when requested by WAPA.

6.3 Superseding Rate or Charge: The rate set forth in the applicable rate schedule or any superseding rate or charge may be modified in accordance with Provision 11 of WAPA's General Power Contract Provisions.

7. **TRANSMISSION SYSTEM LOSSES:**

7.1 P-DP: As of the effective date of this Contract, the transmission loss factor on the P-DP is deemed to be three percent (3%) of the deliveries of energy by WAPA at the P-DP transmission path(s) point(s) of delivery, as specified in Exhibit A.

7.2 Revised Transmission Loss Factor: Losses set forth in subsection 7.1 herein shall be reviewed periodically by WAPA. If the review of losses indicates the need for a revision in the transmission loss factors, WAPA shall determine the appropriate transmission loss factor and provide notice thereof to Contractor at least thirty (30)

days in advance of the effective date of said revision. Supporting data will be provided upon written request of Contractor.

- 7.3 **P-DP Losses:** Transmission system losses shall be settled financially or returned in energy as determined by WAPA. If losses are settled financially, settlement shall be in accordance with WAPA's business practices for transmission losses. If losses are returned in energy, WAPA reserves the right to establish procedures that will provide for the return of losses.
8. **CHARGES FOR SERVICE:** Contractor shall pay WAPA in accordance with rates, charges and conditions set forth in Rate Schedule PD-FCT8, or any superseding rate schedule. The rates or rate methodology used to calculate the charges for service under that schedule were promulgated and may be modified pursuant to applicable Federal laws, regulations, and policies.
9. **SCHEDULING TRANSMISSION CAPACITY AND DELIVERIES OF ASSOCIATED ENERGY:** Transmission capacity and deliveries of associated energy hereunder shall be scheduled in advance, except for emergencies, and accounted for on the basis of such advance schedules in accordance with WAPA's business practices for scheduling and applicable industry scheduling practices.
10. **CONTROL AND POSSESSION OF SYSTEMS:** Except as noted in the exhibits attached hereto, each Party shall remain in exclusive control and possession of its transmission system, and this Contract shall not be construed to grant either Party any rights of ownership, control, or possession of the other Party's system.
11. **DISPUTE RESOLUTION:** If a dispute arises between or among the Parties under this Contract, the authorized representatives shall meet in an attempt to resolve the dispute. If

the Parties are unable to resolve the dispute through discussion or mediation, any Party may bring the dispute to a Federal court of competent jurisdiction.

12. **SEVERABILITY**: In the event that any term, covenant, or condition of this Contract, or the application of such term, covenant, or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants, or conditions of this Contract and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the provisions are not severable from all other provisions of this Contract.
13. **AMENDMENTS AND MODIFICATIONS**: This Contract and the exhibits attached hereto may not be amended or modified except by subsequent mutual written amendment or modification duly executed by the authorized representatives of the Parties.
14. **EXHIBITS MADE PART OF CONTRACT**: Inasmuch as the schedule of transmission service commitments may change during the term of this Contract, they will be specified in Exhibit A as agreed upon by the Parties in writing. The initial Exhibit A, attached hereto and made a part hereof, shall be in full force and effect until superseded by a subsequent exhibit. New exhibits may be added in the future, as required, and shall be made a part of this Contract by mutual written agreement of the Parties. All exhibits shall terminate upon expiration of this Contract.
15. **GENERAL POWER CONTRACT PROVISIONS**: The General Power Contract Provisions (GPCP), effective September 1, 2007, are attached hereto, and are hereby made a part of this Contract the same as if they had been expressly set forth herein; provided, Provisions 7, 8, 9, 12, and 15 through 28 shall not be applicable hereto; and further provided, that in Provision 3, the term “capacity” shall mean “transmission

capacity”; and further provided, that if a provision in the GPCP is in conflict with this Contract, the terms of this Contract shall control.

16. **SUCCESSORS AND ASSIGNS**: This Contract shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the Parties to this Contract; provided, however, that this Contract, or any interest therein, may be assigned or transferred by any Party only with the written consent of the other Party, which consent shall not be unreasonably withheld.
17. **GOVERNING LAW**: This Contract shall be interpreted, governed by, and construed under applicable Federal law. In the absence of applicable Federal law, the laws of the State of Nevada shall govern.
18. **EXECUTION BY COUNTERPARTS**: 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 all 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 (1) or more signature pages.
19. **ELECTRONIC SIGNATURES**: The Parties agree that this Contract may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign pursuant to Section 13, herein. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

20. **AUTHORITY TO EXECUTE**: Each individual signing this Contract certifies that the Party represented has duly authorized such individual to execute this Contract that binds and obligates the Party.

IN WITNESS WHEREOF, the Parties have caused this Contract No. 24-DSR-13350  
to be executed on the date first written above.

WESTERN AREA POWER ADMINISTRATION

By \_\_\_\_\_  
John T. Paulsen  
Title \_\_\_\_\_ Vice President of Power Marketing  
for Desert Southwest Region  
Address \_\_\_\_\_ Desert Southwest Region  
\_\_\_\_\_  
P.O. Box 6457  
\_\_\_\_\_  
Phoenix, AZ 85005-6457

STATE OF NEVADA,  
Acting by and through its  
COLORADO RIVER COMMISSION OF  
NEVADA

By \_\_\_\_\_  
Eric P. Witkoski  
Title \_\_\_\_\_ Executive Director, Colorado River  
Commission of Nevada  
Address \_\_\_\_\_ 100 North City Parkway, Suite 1100  
\_\_\_\_\_  
Las Vegas, NV 89106

**SCHEDULE OF FIRM TRANSMISSION SERVICE COMMITMENTS**

1. This Exhibit A, to be effective under and as a part of Contract No. 24-DSR-13350 (Contract), shall become effective upon the effective date of the Contract, and shall remain in effect until superseded by another Exhibit A; provided, that this Exhibit A, or any superseding Exhibit A, shall terminate upon the expiration of the Contract.
2. The Contract identifies the firm transmission service over the Parker-Davis Project (P-DP) transmission system to meet Contractor's load requirements, as stated in Section 3, herein.
3. **DELIVERY CONDITIONS:**
  - 3.1 **POINT(S) OF DELIVERY AND VOLTAGE(S):** SLCA Integrated Projects  
firm energy and capacity will be delivered pursuant to Contract No. 17-SLC-0839 at the Point(s) of Delivery and Voltages listed below:

**Designated Point(s) of Delivery and Voltage(s)**

Pinnacle Peak Substation 230-kV  
and/or Rogers Substation 230-kV

- 3.2 **CONTRACTOR TRANSMISSION SYSTEM CAPACITY RESERVATIONS:**  
Under the terms of the Contract, but subject to the conditions included herein, Contractor shall have the right to schedule seasonal energy, as described in Contract No. 17-SLC-0839, over the P-DP transmission system as follows:



**Seasonal Parker-Davis Project Capacity Requirements:**

<b><u>Transmission Path</u></b>	<b>Winter October - March Capacity (kW)</b>	<b>Reservation Period</b>
Mead 230-kV/Clark Tie, 230-kV	8,255	10/01/24-09/30/57
Mead 230-kV/Amargosa, 138-kV	8,256	10/01/24-09/30/57
Mead 230-kV/Boulder City Tap, 230-kV	7,279 <u>3,624</u>	10/01/24-09/30/57
Mead 230-kV/Henderson Switchyard		
<b>Total</b>	<b>27,414</b>	

<b><u>Transmission Path</u></b>	<b>Summer April - September Capacity (kW)</b>	<b>Reservation Period</b>
Mead 230-kV/Clark Tie, 230-kV	6,279	10/01/24-09/30/57
Mead 230-kV/Amargosa, 138-kV	6,280	10/01/24-09/30/57
Mead 230-kVBoulder City Tap, 230-kV	5,536 <u>2,756</u>	10/01/24-09/30/57
Mead 230-kV/Henderson Switchyard		
<b>Total</b>	<b>20,851</b>	

4. This Exhibit A to Contract No. 24-DSR-13350 may be modified in accordance with Section 14 of the Contract.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM E  
FOR MEETING OF SEPTEMBER 10, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve Amendment No. 1 to Contract No. P14-SLCESC between the Colorado River Commission of Nevada and the City of Boulder City, Nevada for the Sale of Electric Power from the Salt Lake City Area Integrated Projects from October 1, 2024, through September 30, 2057.

**RELATED TO AGENDA ITEM:**  
Item D.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**  
None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background of Contract**

In August 2019, the Colorado River Commission of Nevada (Commission or CRCNV) approved Contract No. P14-SLCESC with the City of Boulder City for hydropower from the Salt Lake City Area Integrated Project or SLCAIP that provides for electric power services beginning October 1, 2024, and will last until September 30, 2057. The Contract No. P14-SLCESC provides:

“6.3.3 The CRCNV and the Contractor will enter into the CRCNV SLCAIP Transmission Agreement for the Contractor to take and pay for transmission service from Pinnacle Peak to one or more of the P-DP delivery points prior to June 1, 2024.”

To meet the above requirement, the Commission needed to enter into a transmission agreement with the Western Area Power Administration (WAPA) to obtain the necessary transmission from Pinnacle Peak in Northern Arizona to Mead Substation in Southern Nevada. WAPA provided the first draft of the transmission agreement late this summer. Staff negotiated the agreement with WAPA and it is presented to the Commission for approval in Agenda Item D.

After reviewing the matter, Staff determined that it was not necessary to enter into a separate transmission agreement with each of its SLCAIP contractors, to be able to pass on charges incurred by the Commission under the transmission agreement with WAPA. Instead, Staff has proposed Amendment No. 1 for each respective SLCAIP contract that will delete Section 6.3.3 cited above and revise Section 13.1.3 of the Contract as follows:

13.1.3 A charge for transmission capacity on the Parker-Davis System as furnished by WAPA in accordance with the WAPA Transmission Agreement.

The new provision above, provided by Amendment No. 1, will allow the Commission to pass on the charge of the transmission capacity on the Parker Davis System charged by WAPA to the Commission to the respective contractor of SLCAIP hydropower.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM E  
FOR MEETING OF SEPTEMBER 10, 2024**

**B. Staff's Recommendation**

Staff recommends the Commission approve Amendment No. 1 to Contract No. P14-SLCESC and authorize the Executive Director to sign it on behalf of the Commission.

**AMENDMENT NO. 1  
TO CONTRACT NO. P14-SLCESC  
BETWEEN THE  
COLORADO RIVER COMMISSION OF NEVADA  
AND  
CITY OF BOULDER CITY, NEVADA  
FOR THE  
SALE OF ELECTRIC POWER FROM THE  
SALT LAKE CITY AREA INTEGRATED PROJECTS**

This AMENDMENT NO. 1 TO CONTRACT FOR THE SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA INTEGRATED PROJECTS (hereinafter “Amendment No. 1”) is made by and between the State of Nevada, acting by and through its Colorado River Commission of Nevada (hereinafter “CRCNV”) and City of Boulder City, Nevada, a municipal corporation formed under the laws of the State of Nevada (hereinafter “CONTRACTOR”). Unless otherwise provided, capitalized terms used herein have the meanings set forth in the CONTRACT FOR THE SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA INTEGRATED PROJECTS, CONTRACT NO. P14-SLCESC (the “Contract”). The Contract is attached hereto at Exhibit 1 and is incorporated herein in its entirety.

Whereas the Contract states WAPA and the CRCNV will enter into an agreement to provide firm transmission service from Pinnacle Peak to Parker Davis points of delivery for transmission service commencing October 1, 2024 referred to as the WAPA Transmission Agreement.

Whereas WAPA and the CRCNV entered into the WAPA Transmission Agreement.

Now therefore, in consideration of mutual covenants contained herein, the Contract is amended as follows.

1. The WAPA Transmission Agreement defined by Section 3.44 of the Contract shall refer to Contract No. 24-DSR-13350 attached hereto at Exhibit 2.
2. Section 4.2.2.1 of the Contract contains a condition precedent to the CRCNV’s obligations under the Contract. Section 4.2.2.1 is hereby deleted in its entirety.
3. Section 6.3.3 of the Contract requires the Parties to enter into a transmission agreement. This requirement is no longer necessary. Section 6.3.3 is hereby deleted in its entirety.
4. Section 13.1.3 of the Contract is amended to read as follows:

13.1.3 A charge for transmission capacity on the Parker-Davis System as furnished by WAPA in accordance with the WAPA Transmission Agreement.

5. Except as specifically amended herein, all provisions of the Contract remain in full force and effect.

The Parties have executed this Amendment No. 1 as of the date set forth below.

**STATE OF NEVADA, acting by and through its  
COLORADO RIVER COMMISSION OF  
NEVADA**

Eric Witkoski  
Executive Director

Date

Date

Puoy Premsrirut  
Chairwoman

Date

Date

Approved as to form:

Michelle Briggs Date  
Special Counsel, Attorney General's Office

Date

**CITY OF BOULDER CITY, NEVADA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Name, Title, Date

Approved as to form:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:\_\_\_\_\_

***Ratified and approved this*** \_\_\_\_ day of \_\_\_\_\_, 2024.

Joe Lombardo  
Governor of the State of Nevada

**EXHIBIT 1**  
**CONTRACT FOR THE SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA**  
**INTEGRATED PROJECTS, CONTRACT NO. P14-SLCESC**

**EXHIBIT 1  
of**

**AMENDMENT NO. 1  
TO CONTRACT NO. P14-SLCESC  
BETWEEN THE  
COLORADO RIVER COMMISSION OF NEVADA  
AND  
CITY OF BOULDER CITY, NEVADA  
FOR THE  
SALE OF ELECTRIC POWER FROM THE  
SALT LAKE CITY AREA INTEGRATED PROJECTS**

**STATE OF NEVADA  
COLORADO RIVER COMMISSION OF NEVADA**



**Contract No. P14-SLCESC**

**between the**

**COLORADO RIVER COMMISSION OF NEVADA**

**and**

**CITY OF BOULDER CITY, NEVADA**

**for the**

**SALE OF ELECTRIC POWER FROM THE  
SALT LAKE CITY AREA INTEGRATED PROJECTS**



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1. **PREAMBLE.** This CONTRACT FOR SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA INTEGRATED PROJECT, hereinafter referred to as the "Contract," is made by and between the State of Nevada, acting by and through its **COLORADO RIVER COMMISSION of NEVADA**, hereinafter referred to as the CRCNV or the Commission, created by and existing pursuant to state law, the CRCNV acting both as principal in its own behalf and as an agent in behalf of the state, and **CITY OF BOULDER CITY, NEVADA**, a municipal corporation formed under the laws of the State of Nevada, its successors and assigns, hereinafter referred to as the CONTRACTOR, each sometimes hereinafter individually called "Party", and both sometimes hereinafter collectively called "Parties."

2. **EXPLANATORY RECITALS.**

2.1 The United States Bureau of Reclamation (Reclamation) operates certain Federal hydroelectric facilities known as the Collbran Project, Rio Grande Project, and the Colorado River Storage Project.

2.2 The Western Area Power Administration (WAPA) refers to the hydroelectric facilities of the Collbran Project, Rio Grande Project, and the Colorado River Storage Project collectively as the Salt Lake City Area Integrated Projects, hereinafter called "SLCA Integrated Projects" or "SLCAIP."

2.3 WAPA markets and transmits hydroelectric power generated at the SLCA Integrated Projects pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved February 25, 1905 (33 Stat. 814), the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), the Flood Control Act of December 22, 1944 (58 Stat. 887), the Act of Congress approved July 3, 1952 (66 Stat. 325), the Act of Congress approved April 11, 1956 (70 Stat. 105), the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory or supplementary to the foregoing Acts by the United States of America.

2.4 Existing contracts between WAPA and the CRCNV for the hydroelectric power generated at the SLCA Integrated Projects expire on September 30, 2024. WAPA published its Proposed 2025 Marketing Plan on December 16, 2015 (80 FR 78222), for the marketing of SLCA Integrated Projects' hydroelectric power and energy for a period beginning October 1, 2024.

2.5 In the Federal Register dated November 29, 2016, (81 FR 85946), WAPA announced its Final 2025 Salt Lake City Area Integrated Projects Marketing Plan extending existing capacity and energy allocations to existing Contractors of SLCA Integrated Projects, including the CRCNV, while recognizing additional project development may occur in future years. It also provided for establishing a new Firm Electric Service contract based upon the existing SLCA Integrated Projects contract.

2.6 WAPA will deliver SLCAIP power to Pinnacle Peak. WAPA and the CRCNV intend to enter into a separate firm transmission service contract from Pinnacle Peak to Parker Davis points of delivery, for transmission service commencing October 1, 2024 (the "WAPA Transmission Agreement"). The WAPA Transmission Agreement will provide for transmission service to be provided for the full amount of the CRCNV's SLCA Integrated Projects allocation and paid at the Parker-Davis Firm Transmission Rate in effect at the time service is taken.

2.7 Pursuant to NRS 538.161 and 538.181, the CRCNV has the authority to hold and administer the State's rights to distribution of power from the SLCA Integrated Projects, and to represent and act for the State of Nevada in contracting for electric power "for the greatest possible benefit to this state."

2.8 The CRCNV is executing a contract with WAPA for post 2024 SLCA Integrated Projects power and on February 13, 2019 the Commission of the CRCNV issued its Order allocating Nevada's share of the power from the SLCA Integrated Projects, pursuant to NRS and NAC chapter 538 to its Contractors.

2.9 The Contractor, herein, desires to purchase SLCA Integrated Projects power from the CRCNV beginning October 1, 2024.

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

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

3.1 Allocated Capacity: The capacity from the SLCA Integrated Projects allocated to the Contractor by the CRCNV in this Contract and shown in Exhibit 1.

3.2 Allocated Energy: The energy from the SLCA Integrated Projects allocated to the Contractor by the CRCNV in this Contract and shown in Exhibit 1.

3.3 Allocated Transmission Capacity: The transmission capacity from the Parker-Davis System needed by Contractor to deliver Allocated Capacity and Allocated Energy under this Contract.

3.4 Available Hydro Power (AHP): is the maximum amount of hydroelectric capacity and energy that will be made available to the Contractor monthly as determined by the CRCNV pursuant to WAPA's calculations based on prevailing water release conditions.

3.5 AHP Capacity: The amount of capacity, expressed in kilowatts ("KW"), which are available to the Contractor under this Contract for scheduling each month.

3.6 AHP Energy: The amounts of energy, expressed in kilowatt-hours ("KWH"), which are available to the Contractor under this Contract for scheduling each month.

3.7 Authorized Representative: A representative of a Party designated as an Authorized Representative in accordance with section 19 and identified in Exhibit 3.

3.8 Balancing Authority (BA): The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balancing within a balancing authority area, supports interconnection frequency and other ancillary services in real time.

3.9 Balancing Authority Area (BAA): The area in which integrated generation and transmission facilities are controlled by a Balancing Authority.

3.10 Billing Period: The period beginning on the first Day of any calendar month and extending through the last Day of any calendar month during the term of this Contract.

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

3.12 Contractor: The Party identified in the Preamble that has a fully executed contract with the CRCNV for SLCA Integrated Projects power.

3.13 Contract Rate of Delivery (CROD): The maximum level of long-term capacity that the Contractor is entitled to receive in each Season as set forth in Section 5.3 and in Exhibit 1 of this Contract. The CROD is the Contractor's allocated share of the SLCA Integrated Projects marketing commitment level established for each Season through the term of this Contract. CROD is met first with the Contractor's AHP, and then with Customer Displacement Power or Western Replacement Power, or a combination thereof.

3.14 CRCNV: The Colorado River Commission of Nevada.

3.15 Contractor Displacement Power (CDP): The amount of supplemental power acquired or generated by the Contractor on its own behalf, or by a third party on behalf of Contractor, which if provided by Contractor under Section 5.7 may be used, as required, as part of the Contractor's CROD and Monthly Energy within a given period.



3.16 CRCNV Electric Utility Contractor: A Contractor that is listed as a CRCNV Electric Utility Contractor in Exhibit 5.

3.17 CRCNV Contractor that is not an Electric Utility: A Contractor that is listed as a CRCNV Contractor that is not an Electric Utility in Exhibit 5.

3.18 CRCNV Interconnection Agreement: The Agreement between the Contractor and the CRCNV to provide continuous or backup transmission service over the Parker-Davis Project Southern Nevada Facilities, or a direct interconnection to the Parker-Davis Project Southern Nevada Facilities.

3.19 CRCNV Scheduling, Accounting and Billing Procedures (CRCNV SABPs): The CRCNV's scheduling, accounting and billing procedures dated as of October 1, 2018, developed in accordance with NAC Chapter 538 and revised from time to time.

3.20 CRCNV SLCAIP Transmission Agreement: The Agreement between the CRCNV and the Contractor to take and pay for transmission service from Pinnacle Peak on the SLCAIP Transmission system, to one or more of the southern Nevada delivery points on the Parker-Davis Project Southern Nevada Facilities.

3.21 Day: A calendar day.

3.22 Electric Power: The electric capacity and energy that the CRCNV provides to Contractor under this Contract.

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

of the foregoing. Where practicable, such Environmental Attributes (such as renewable energy credits) shall be expressed in megawatt hours (MWh), with one (1) MWh of Environmental Attributes produced for each one (1) MWh of energy generated by the renewable energy resource.

3.24 Fiscal Year: The twelve (12) month period so designated by federal law, currently commencing October 1 of each year.

3.25 Lay Off Power: Electric Power made available temporarily to the CRCNV from a Contractor that is unable to use a portion of its allocation.

3.26 Long-Term Western Replacement Power (Long-Term WRP): WAPA Replacement Power acquired by the CRCNV, on behalf of the Contractor and at the Contractor's expense, for a specified period of at least one year pursuant to subsection 5.6, which may be used, as required, as part of the Contractor's AHP within a given period.

3.27 Minimum Hourly Delivery: The minimum amounts of capacity which the Contractor must accept each hour of each month of each season, unless modified pursuant to paragraph 6.5.2.

3.28 Monthly Energy: the maximum quantity of total firm energy expressed in kilowatt-hours (kWh) that WAPA is committed to deliver and the Contractor is entitled to receive each month including AHP, WRP, and CDP.

3.29 NAC: Nevada Administrative Code.

3.30 NRS: Nevada Revised Statutes.

3.31 Parties or Party: Parties means collectively the CRCNV and the Contractor, and each of the CRCNV or the Contractor is a Party.



3.32 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 Mead-Arizona/Nevada (States) Switchyard 230-kV Transmission Line; and any additions, upgrades or betterments that become an integral part of the Southern Nevada Facilities.

3.33 Points of Delivery: The point(s) identified in Exhibit 2 at which Electric Power is delivered to the Contractor or the Contractor's agent.

3.34 Scheduling Entity: The entity responsible for scheduling Contractor's Electric Power to serve load that is designated in accordance with subsection 6.2.

3.35 Season or Seasonal: Summer or Winter Season.

3.36 Seasonal Western Replacement Power (Seasonal WRP): WAPA Seasonal Replacement Power acquired by the CRCNV, on behalf of the Contractor and at the Contractor's expense, during a Season or shorter period of time, pursuant to Section 5.6, which will be used, as required, as part of the Contractor's AHP within a given period.

3.37 SLCA Integrated Projects or SLCAIP: The Salt Lake City Area Integrated Projects presently composed of the Collbran, Rio Grande, and the Colorado River Storage projects operated by the United States Bureau of Reclamation and marketed and transmitted by the United States Department of Energy through the Western Area Power Administration.

3.38 Summer Season: The six (6) month period from the first day of the April billing period through the last day of the September billing period of any calendar year.

3.39 Staff: Staff of the CRCNV.

3.40 State: The state of Nevada.

3.41 Sustainable Hydropower (SHP): is a level of long-term operable SLCA Integrated Projects hydroelectric capacity with energy projected at an acceptable risk level by WAPA.

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

3.43 WAPA Scheduling, Accounting and Billing Procedures (WAPA SABPs): WAPA's Scheduling, Accounting and Billing procedures.

3.44 WAPA Transmission Agreement: The Agreement WAPA and the CRCNV intend to enter into to provide firm transmission service from Pinnacle Peak to Parker Davis points of delivery, for transmission service commencing October 1, 2024.

3.45 Western Replacement Power (WRP): The supplemental power requested by the Contractor to be acquired by the CRCNV from WAPA pursuant to the CRCNV's SLCAIP Contract, on behalf of the Contractor and at the Contractor's expense, as part of the Contractor's AHP within a given period in accordance with subsections 5.5 and 5.6. The term includes both Seasonal WRP and/or Long- Term WRP.

3.46 Winter Season: The six (6) month period from the first day of the October billing period of any calendar year through the last day of the March billing period of the following calendar year.

#### **4. TERM OF CONTRACT.**

4.1 Effective Date. This Contract shall become effective when executed, for Electric Power to be delivered beginning on October 1, 2024.

#### 4.2 Conditions Precedent:

4.2.1 A condition precedent to the Contractor's obligations under this Contract is the existence of the valid, binding and effective WAPA Transmission Agreement or other suitable transmission arrangement.

4.2.2 Conditions precedent to CRCNV's obligations under this Contract are:

4.2.2.1 Contractor must enter into a new contract, prior to June 1, 2024, with the CRCNV to take and pay for transmission service from Pinnacle Peak, to one or more of the southern Nevada delivery points on the P-DP SNF.

4.2.2.2 A Contractor utilizing continuous or backup transmission service over the P-DP SNF, or a Contractor directly interconnected to the P-DP SNF, must enter into a contract with the CRCNV to take and pay for service over those facilities prior to June 1, 2024 for power deliveries beginning on October 1, 2024.

4.3 Term of Contract. This Contract shall remain in effect through September 30, 2057 unless this Contract is terminated earlier as provided in sections 16 and 17.

#### **5. ELECTRIC POWER TO BE FURNISHED.**

5.1 Delivery and Acceptance of Electric Power. The CRCNV shall provide, and Contractor shall accept, Electric Power, in accordance with the terms of this Contract, at the Point(s) of Delivery and voltage(s) identified in Exhibit 2, subject to the transmission arrangements and operational requirements applied pursuant to the CRCNV's regulations and the requirements set forth in this Contract.

#### **5.2 Allocated Capacity, Allocated Energy and Allocated Transmission Capacity.**

5.2.1 The Contractor's amounts of Allocated Capacity and Allocated Energy are shown by seasons in Exhibit 1.

5.2.2 The Contractor's expected amounts of Allocated Transmission Capacity are shown by seasons in Attachment 1 to Exhibit 1.

5.3 Availability of Electric Power and Transmission Capacity. The availability of Electric Power to the Contractor under this Contract is subject to the delivery of Electric Power and the availability of Transmission Capacity to the CRCNV under the CRCNV's SLCAIP Contract.

5.3.1 The CRCNV may revise the amount of the Contractor's Allocated Capacity and/or Allocated Energy due to changes in the CRCNV's CROD or SHP by WAPA. The CRCNV shall notify the Contractor as soon as practicable after any change is provided to the CRCNV by WAPA.

5.3.2 The CRCNV will revise the Allocated Capacity and/or Allocated Energy on a pro-rata basis based on the Contractor's sharing percentage shown in Exhibit 1.

5.3.3 If the Allocated Capacity and Allocated Energy are changed in accordance with Section 5.3.1, the CRCNV will provide a revised Exhibit 1.

5.4 Contractor's Available Hydro Power (AHP). The CRCNV shall determine the Contractor's AHP in any Billing Period by multiplying the Contractor's Capacity and Energy sharing percentage shown in Exhibit 1 by the amount of the CRCNV's Available Hydro Power received by the CRCNV from WAPA for that period under the CRCNV's SLCAIP Contract.

5.4.1 The Contractor's amounts of AHP shall be as set forth in an Attachment 1 to Exhibit 1 which will be revised for each period.

5.4.2. If WAPA increases or reduces the amount of the CRCNV's AHP, the CRCNV shall increase or reduce the Contractor's AHP correspondingly on a pro-rata basis. The CRCNV will provide a notification, as soon as practicable, to the Contractor of such changes in AHP and will revise Attachment 1 to Exhibit 1.

5.5 Acquisition of Western Replacement Power or Contractor Displacement Power. The CRCNV shall notify the Contractor as soon as practicable after the information is provided to the CRCNV by WAPA, of the maximum amount of hydroelectric capacity and energy from the SLCA Integrated Projects that will be made available to the CRCNV in the upcoming season under the CRCNV's SLCAIP Contract. If the amount of that capacity and energy, is less than an amount equal to the Contractor's Allocated Capacity and Allocated Energy; the Contractor may purchase Seasonal WRP, or Long-Term WRP or acquire Contractor Displacement Power.

5.6 Western Replacement Power (WRP). The procedure for purchasing Seasonal or Long Term WRP is provided in this subsection and CRCNV's SABPs.

5.6.1 The notice of AHP provided to the Contractor pursuant to subsection 5.5 will contain WAPA's estimated rate for the cost of purchasing either Seasonal or Long Term WRP.

5.6.2 If the Contractor requests the CRCNV to purchase Seasonal or Long Term WRP from WAPA, the Contractor shall, by the deadline specified by the CRCNV, provide in writing the amount of Seasonal or Long Term WRP, requested by month and provide authorization for the CRCNV to purchase WRP on its behalf for the requested time period. For Long Term WRP, the Contractor must specify the maximum rate it would be willing to pay for the Long Term WRP.

5.6.3 The amount of the capacity and energy components of Seasonal and/or Long Term WRP for a particular time period, when combined with all other available capacity and energy must not exceed the Contractor's Allocated Capacity, under this contract, for that time period.

5.6.4 The Contractor's written authorization constitutes a commitment by the Contractor to pay the cost of the Seasonal, and/or Long Term WRP.

5.6.5 Upon receipt of the written authorization for WRP from the Contractor, the CRCNV shall attempt to purchase the requested WRP from WAPA. If the power is not available for purchase from WAPA under essentially the same terms as anticipated, the CRCNV shall notify the Contractor as soon as practicable. The Contractor may then rescind its request for WRP upon immediate written notification to the CRCNV in accordance with the time frames provided.

5.6.6 Advancement of Funds for WRP. If WAPA requires an advancement of funds for WRP, the CRCNV shall notify and invoice the Contractor for the advance payment. Payment by the Contractor will be due by the date indicated on the invoice.

5.6.7 If requested by the Contractor, the CRCNV shall attempt to sell any energy associated with Long-Term WRP that is more than the Contractor's needs. If the CRCNV sells that energy, the CRCNV shall credit the Contractor's charges for Long-Term WRP with any money obtained, less the CRCNV's costs, if any, to provide this service.

5.7 Contractor Displacement Power (CDP). The procedure for utilizing Contractor Displacement Power is provided in this subsection.

5.7.1 The Contractor may, individually or in association with other Contractors, furnish notice to the CRCNV that it wishes to provide to the CRCNV, for delivery to the Contractor, CDP for a portion or all of the power, above the Contractor's Available Hydro Power and Western Replacement Power, needed up to the Contractor's Allocated Capacity and for which it has not otherwise provided authorization for WRP.

5.7.2 The notice required by paragraph 5.7.1, must contain the source and point of receipt of power; the amount of power to be provided; the initial month of delivery; the commitment length, which can be no longer than the Contractor's commitment to the resource designated at WAPA's point of receipt; the



designation of the scheduling entity; any prescheduling and scheduling requirements and restrictions; and any other pertinent information requested by the CRCNV. The CRCNV shall forward the notice to WAPA, and WAPA will determine its ability to accept the CDP for delivery to the CRCNV in accordance with applicable provisions of the CRCNV's SLCAIP Contract. The CRCNV shall notify the Contractor of that determination.

5.7.3 The Contractor may request a change or modification to the sources or conditions of CDP at any time prior to or during a season by notifying the CRCNV.

5.7.4 The Contractor is responsible for making all arrangements necessary for the acquisition or generation of CDP and for the provision of that power to WAPA and the CRCNV for delivery to the Contractor. The Contractor is responsible for all costs associated with those arrangements. The CRCNV is not responsible for firming CDP purchases made by the Contractor.

5.8 Operating Reserves: To the extent that the CDP or WRP acquired by or for the Contractor from a third-party purchase includes the provision of spinning or supplemental reserves, the CRCNV shall, upon agreement by the BAA, allow the Contractor to claim such reserves from any unscheduled portion of CDP or WRP.

## **6. CONDITIONS OF DELIVERY OF ELECTRIC POWER.**

### **6.1 Principles of Use:**

6.1.1 Contractor will, in its use of Electric Power provided under this Contract, comply with the CRCNV's regulations set forth in NAC chapter 538 and with the CRCNV SABPs.

6.1.2 Contractor transactions with independent system operators, regional transmission organizations and BAs, and their successor organizations, shall not constitute resale under NAC 538.540.

6.1.3 With the prior approval of the Commission of the CRCNV, Contractor may, subject to the provisions of this section and NAC chapter 538, also engage in transactions that pertain to this Contract with an entity or entities other than the entities listed in 6.1.2 above, that coordinate, control, monitor, or support operations of, or act as a marketplace operator in wholesale power for, or procure products and services on behalf of, any such entity.

6.1.4 Each Contractor that is not a CRCNV Electric Utility Contractor may only share, resell or pool Electric Power, or lease or change the point of use of Electric Power, with the prior approval of the Commission, as required by NAC 538.540(1).

6.1.5 At the request of Staff, each CRCNV Electric Utility Contractor must provide information demonstrating that it uses the full Electric Power resource available to Contractor under this Contract, as required by NAC 538.540(3).

## 6.2 Scheduling.

6.2.1 Scheduling Entity. The Authorized Representative of a Contractor shall provide ninety (90) days' prior written notification to the CRCNV, of the Contractor's designation of a Scheduling Entity that will be responsible for scheduling the Contractor's Electric Power.

6.2.1.1 Any change or designation of a Scheduling Entity is subject to approval by Staff and WAPA.

6.2.1.2 As a condition of a designation, or continued retention, of a Scheduling Entity, the Scheduling Entity must agree to follow WAPA's SABPs and the CRCNV's SABPs, including changes thereto.

6.2.1.3 Any change in Scheduling Entity becomes effective at the beginning of a Billing Period.



6.2.1.4 Any costs associated with the scheduling of the Contractor's Electric Power will be borne by the Contractor.

6.2.1.5 If Contractor does not timely designate or change its Scheduling Entity in compliance with the CRCNV's requirements, then that Contractor's Scheduling Entity will be the entity designated by Staff.

6.2.2 CRCNV Review of Schedules. Copies of schedules and schedule changes submitted by the Contractor's SE to WAPA shall be provided to the CRCNV. The CRCNV reserves the right to require that the Contractor modify its schedules to correct scheduling errors or to respond to operating directives from WAPA.

### 6.3 Transmission.

6.3.1 Electric Power furnished under this Contract is provided at Pinnacle Peak Substation in accordance with the CRCNV's SLCAIP contract with WAPA.

6.3.2 The CRCNV expects to enter into the Transmission Agreement to provide transmission service to the Contractor over the Parker-Davis Transmission System from Pinnacle Peak to the Parker-Davis Point(s) of Delivery listed in Exhibit 2, for the full amount of the Contractor's Allocated Capacity at the Parker-Davis Firm Transmission Rate.

6.3.3 The CRCNV and the Contractor will enter into the CRCNV SLCAIP Transmission Agreement for the Contractor to take and pay for transmission service from Pinnacle Peak to one or more of the P-DP delivery points prior to June 1, 2024.

6.3.4 The CRCNV and Contractor will enter into the CRCNV Interconnection Agreement to provide continuous or backup transmission service over the P-DP SNE, or if there is a direct interconnection to the P-DP SNE prior to June 1, 2024.

6.3.5 The transmission of Electric Power, including costs and losses, to effectuate the delivery of Electric Power beyond the Parker-Davis Point(s) of Delivery shown in Exhibit 2, is the responsibility of the Contractor.

6.3.6 Any transmission in excess of the Contractor's Allocated Capacity, including costs and losses, is the responsibility of the Contractor. To the extent that actual Contractor's AHP, combined with the sum of contractual commitments by the Contractor for the acquisition of WRP and CDP, result in capacity greater than the Contractor's Allocated Capacity, it is the Contractor's responsibility to arrange for transmission and delivery of any WRP and/or CDP above the Contractor's Allocated Capacity. Additionally, the Contractor shall independently arrange for delivery to itself of all CDP over and above CDP accepted by WAPA for delivery to the CRCNV pursuant to subsection 5.7.

6.3.7 Any contract for the transmission of Electric Power entered into by the Contractor must be provided to the CRCNV so that the CRCNV is made aware of losses between the Parker-Davis Point(s) of Delivery shown in Exhibit 2 and the Contractor's point(s) of measurement set forth in the WAPA's SABPs.

6.3.8 Contractor may request additional Points of Interconnection and/or Points of Delivery on the Parker-Davis Transmission System. The CRCNV will submit a request to WAPA to establish additional Points of Interconnection and/or Points of Delivery and with written consent of the Contractor, enter into necessary agreements with WAPA to establish the requested Point of Interconnection and/or Point of Delivery. The Contractor will be responsible for the actual costs of establishing the Point of Interconnection and/or Point of Delivery including, but not limited to, study costs, equipment costs, or labor costs, as may be imposed by WAPA, CRCNV or other entities.

#### 6.4 Transmission System Losses.

6.4.1 Losses on the Parker-Davis System are expressed as a percentage of Electric Power scheduled to be received at the Point(s) of Delivery for transmission over the Parker-Davis System, as shown in Exhibit 2. As a result, the Contractor's AHP will be reduced by the loss percentage determined by WAPA.

6.4.2 Transmission system losses are reviewed periodically, and the loss adjustment factor is subject to change.

6.4.3 Transmission system losses in the delivery of Electric Power under this Contract will be established as follows:

6.4.3.1 Any transmission losses incurred in the delivery of AHP to Pinnacle Peak shall be the responsibility of WAPA.

6.4.3.2 Any transmission losses incurred in the delivery of AHP from Pinnacle Peak to the Point(s) of Delivery described in Exhibit 2 shall be the responsibility of the Contractor.

6.4.3.2 Losses in the delivery of WRP and/or CDP shall be the responsibility of the Contractor.

#### 6.5 Delivery.

6.5.1 Point(s) of Delivery. The CRCNV shall furnish and deliver or have delivered, the Contractor's Electric Power at the Parker-Davis Point(s) of Delivery and Voltage(s) shown in Exhibit 2. If any of those Parker-Davis Point(s) of Delivery and Voltage(s) becomes inoperable as a point of delivery of the Contractor's Electric Power, the Contractor is responsible to identify an alternative Parker-Davis Point(s) of Delivery and Voltage(s) that is acceptable to the CRCNV and WAPA. Any cost associated with obtaining Electric Power at points of delivery or voltages other than those shown in Exhibit 2 is the obligation of the Contractor.

6.5.2 Minimum Hourly Delivery. Except as provided in this paragraph, the Minimum Hourly Delivery is the Contractor's total load or 35 percent of the Contractor's Allocated Capacity, whichever is less. From time to time, the CRCNV, in consultation with its Contractors, may reevaluate and revise the required Minimum Hourly Delivery. Upon the request of the Contractor, the requirement for a Minimum Hourly Delivery may be waived by the CRCNV if operating conditions permit.

6.5.3 Maximum Rate of Delivery. Subject to the provisions of subsection 5.2, the CRCNV shall furnish, and the Contractor is entitled to receive, capacity in any Billing Period up to the Contractor's Allocated Capacity for that period and an amount of energy in any Billing Period up to the Contractor's Monthly Energy for that period.

6.5.4 Power Factor. The Contractor shall maintain the power factor specified in WAPA's rate schedules or WAPA's General Power Contract Provisions whichever is more stringent. If the Contractor does not comply with the applicable power factor standard, the CRCNV may, after giving the Contractor 80 Days to correct the condition or such additional time as the CRCNV deems warranted by the circumstances, make delivery system improvements associated with the power factor correction at the Contractor's expense. The CRCNV will not make such improvements unless it is required to do so to meet power factor standards applied by WAPA under the CRCNV's SLCAIP Contract. If the CRCNV is required to pay for a delivery system improvement associated with a power factor correction on the system of its transmission agents which are attributable to conditions on the system of the Contractor, the Contractor shall pay for the cost of the improvement.

6.6 Agreements with Third Parties. It is the Contractor's responsibility to effectuate agreements with any third party or parties which may be necessary to enable the Contractor to accept deliveries of Electric Power hereunder.

7. **METERING.** The point(s) of measurement, metering voltage(s), and ownership of metering equipment shall be set forth in the WAPA SABPs. Insofar as the Electric Power delivered hereunder may be measured at point(s) and/or voltage(s) other than the Designated Point(s) of Delivery, the measured amount(s) may be adjusted for losses between the Designated Point(s) of Delivery and the point(s) of measurement as set forth in the WAPA SABPs.

8. **LAY OFF PROVISIONS.** If Contractor is temporarily unable to use all or part of Contractor's allocation of Electric Power, Staff may lay off such Power, pursuant to NAC 538.510. Contractor may propose another SLCAIP Contractor to receive the Lay Off Power. No other Contractor shall be obligated to accept any Lay Off Power. Staff will make all reasonable efforts to lay off all or part of the power which is the subject of the layoff, in accordance with the procedures outlined in the CRCNV SABPs and any applicable agreements previously approved by the Commission, and as follows:

8.1 The maximum asking price set by Staff for Layoff Power will include no more than the charges set forth in section 13 of this Contract, unless such charges are paid by the Contractor that is laying off the power.

8.2 All applicable charges not paid by the purchaser of Lay Off Power remain the responsibility of the Contractor laying off the power and shall be offset by the money received by the CRCNV from the layoff of the power.

8.3 If Staff is unable to lay off power to other SLCAIP Contractors or to another entity, Staff will request that WAPA attempt to lay off this power, and the amount owed by the Contractor laying off the power will be offset by the money received by the CRCNV from WAPA.

8.4 Any failure of the CRCNV, in whole or in part, to arrange for the layoff of power, or to obtain the maximum asking price set by the CRCNV for that power, does not relieve the



Contractor of its obligation to pay the CRCNV for the full amount of power scheduled, whether it is delivered to the Contractor or to others.

**9. EXCHANGE.** At the request of Contractor, the CRCNV may exchange Electric Power available to Contractor under this Contract with resources otherwise available to the CRCNV. Participation in exchanges of Electric Power is strictly voluntary for the Parties.

**10. ALLOCATION REDUCTION IN THE EVENT CONTRACTOR FAILS TO USE ITS ALLOCATION.** Except as otherwise provided in this section, if Contractor does not use the full power resource available under its allocation set forth in Exhibit 1 for three (3) consecutive Fiscal Years, the CRCNV, after notifying Contractor and reviewing comments, if any, submitted by Contractor within the time prescribed in the CRCNV's notice, may reduce Contractor's allocation of Electric Power to the extent of Contractor's failure to fully use the power resource available to it. A reduction in allocation of Electric Power may not be made: (i) if Contractor's failure to fully use its allocation results from Contractor's compliance with the requirements of an Integrated Resource Plan (IRP) program applied pursuant to section 14 of this Contract; or (ii) if the Commission of the CRCNV has approved a pooling or sharing agreement which the Commission determines to provide for full utilization of the resource. If such a reduction is made, a superseding Exhibit 1 reflecting the reduction shall be issued by the CRCNV.

**11. ENVIRONMENTAL ATTRIBUTES.**

11.1 Contractor shall have the right to utilize any Environmental Attributes associated with Contractor's Allocation, for compliance with any environmental laws, regulations or standards applicable to Contractor; provided that any sale, transfer, or award of Environmental Attributes by Contractor to third parties shall be subject to approval by the CRCNV, which shall not be unreasonably conditioned, delayed or withheld. The CRCNV agrees to undertake any reasonable actions necessary to effectuate Contractor's use of the Environmental Attributes. The CRCNV makes no representation or warranty as to whether the Environmental Attributes, if any, associated with Contractor's Allocation are

compliance instruments that qualify for or meet any particular environmental laws, regulations or standards applicable to Contractor. Contractor shall be responsible for all costs arising from or related to Contractor's use of Environmental Attributes.

11.2 After consultation with the Contractor, any Environmental Attribute not utilized by Contractor may be utilized by the CRCNV for the benefit of the Contractor, the State or the SLCAIP when feasible.

**12. ANNUAL FORECAST.** The estimated amounts of Electric Power which are available for scheduling each month of the succeeding Fiscal Year shall be set forth in an annual forecast by the CRCNV. Staff shall provide the Annual Forecast to Contractor before each Fiscal Year, which shall contain a monthly estimate of Contractor's Available Capacity and Available Energy, for the forthcoming Fiscal Year, as soon as practicable following receipt of forecast data from Western and Reclamation.

**13. BILLINGS, PAYMENTS, RATES AND CHARGES.** Contractor shall pay monthly for the Electric Power, associated Transmission and other services provided hereunder.

13.1 The rates and charges billed to Contractor shall include, but are not limited to the following:

13.1.1 A charge for capacity reserved and allocated hereunder, without regard to whether CDP or WRP is used as part of the Contractor's Allocated Capacity, in accordance with WAPA's then current Rate Schedule.

13.1.2 A charge for the energy component of the Contractor's Available Hydro Power furnished hereunder in accordance WAPA's then current Rate Schedule.

13.1.3 A charge for transmission capacity from the Parker-Davis System furnished hereunder, in accordance WAPA's then current Rate Schedule.

13.1.4 The charges under this contract will be adjusted annually and current rate schedules will be provided to the Contractor in accordance with the SABPs.

13.1.5 A charge for Western Replacement Power, when applicable. The Contractor is responsible for all costs associated with Western Replacement Power.

13.1.6 A charge for handling Contractor Displacement Power, when applicable, equal to WAPA's incremental administrative costs associated with Customer Displacement Power, as provided in WAPA's then current Rate Schedule. The Contractor is responsible for all costs associated with Contractor Displacement Power.

13.1.7 The Contractor's pro-rata share of all other rates, fees, charges, interest, penalties and other amounts billed to the CRCNV by WAPA pursuant to the CRCNV's SLCAIP Contract or for which the CRCNV establishes a reserve fund in order to pay such rates, fees, charges or other amounts.

13.1.8 The Contractor's pro-rata share of all other rates, fees, charges, interest, penalties and other amounts billed to the CRCNV by the Colorado River Energy Distributors Association (CREDA).

13.1.9 CRCNV's Administrative Charge: The charge billed to Contractor to recover the CRCNV's costs associated with provision of services to this Contract, which is developed in accordance with NRS 538.226 and NAC 538.610; provided however, the CRCNV does not intend the administrative charge to result in any duplicative charges for the same services.

13.1.10 Other Charges: Contractor shall pay its appropriate share of any other applicable charges billed to the CRCNV in connection with Contractor's receipt of Electric Power under this Contract.



13.2 In addition to the charges set forth in 13.1, above, Contractor shall pay monthly for the following charges, if applicable:

13.2.1 Late charges that are assessed to the CRCNV by CRCNV's suppliers, or any other creditor, in connection with the services provided under this Contract;

13.2.2 Interest on unpaid balances assessed in accordance with section 13.6; and

13.2.3 Penalties assessed pursuant to section 13.6 of this Contract, if any.

13.3 In the performance of work hereunder, 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 the CRCNV's extraordinary labor in implementing the provisions of this contract with respect to that Contractor. If it is determined that such a separate extraordinary supplemental 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 21.

13.4 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 13 as each may be hereafter amended or supplemented will be included in a rates and charges schedule issued annually. Any change to the rates and charges shall be developed and implemented pursuant to the CRCNV's regulations.

13.5 Bills will be issued for services provided by the CRCNV in accordance with the procedures outlined in the SABPs. Bills issued by the CRCNV are due and payable by the Contractor, within twenty (20) Days after the invoice date.

13.6 For any invoice that is not paid in accordance with section 13.5, late charges and penalties may be imposed: (i) to compensate the CRCNV for late charges that are assessed to the CRCNV by third parties; and (ii) any other penalties or late charges, including fees and interest, approved by the Commission of the CRCNV.

13.7 Contractor agrees to comply with the CRCNV's creditworthiness and collateral requirements applied pursuant to NAC 538.744.

13.8 If the CRCNV determines that it will need working capital to implement the terms of this Contract or require pre-payment for all or a portion of the amounts owed under this Contract, as authorized under NAC 538.744, Staff will present periodically a CRCNV working capital and/or prepayment proposal to the Commission of the CRCNV for action at a meeting. Staff will provide Contractors with at least sixty (60) Days to review and comment upon the CRCNV working capital and/or prepayment proposal prior to seeking Commission approval.

13.9 If any portion of any bill described in this section 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.

13.10 The Contractor, at its own expense, shall have the right to review the books and records of the CRCNV, during the CRCNV's normal business hours, in order to ascertain the reasonableness and propriety of any charges due or billed under the provisions of this section.

**14. INTEGRATED RESOURCE PLANS (IRP).** Contractors are subject to certain IRP requirements implemented by WAPA, as set forth in NAC 538.530. The CRCNV is required to demonstrate that its Contractors are in compliance with WAPA's IRP requirements. Contractor shall provide to the CRCNV the information and reports which it needs to comply with WAPA's IRP requirements.

**15. REALLOCATION OF ALL OR A PORTION OF ELECTRIC POWER.**

15.1 Contractor may at any time make a written request to the CRCNV for reallocation of all or a reasonable portion of Contractor's Electric Power for the remaining duration of this Contract. Upon receiving a request for reallocation, the CRCNV shall seek to reallocate Contractor's Allocation as provided for in NAC Chapter 538.

15.2 The CRCNV reserves the right to not provide for any reallocation that it deems a financial risk to the State, or otherwise fails to meet the requirements of applicable statutes and regulations.

15.3 The CRCNV further reserves the right to prescribe termination payments or other mechanisms to protect against a fiscal impact to the CRCNV and/or the State.

15.4 Contractor shall remain responsible for all payments under this Contract unless and until a reallocation of Contractor's Electric Power and compliance with termination payments or other mechanisms prescribed by the CRCNV (if any), under subsection 15.3 above are complete.

15.5 If Contractor's Electric Power is reallocated in accordance with this section, and Contractor has complied fully with termination payments or other mechanisms prescribed by the CRCNV under subsection 15.3 above (if any), this Contract shall terminate on the date provided in written notice from the CRCNV. After termination of this Contract, Contractor shall have no further payment or other obligations under this Contract except for outstanding Contract payment obligations incurred prior to the reallocation.

**16. DEFAULT BY CONTRACTOR.** Subject to the CRCNV's regulations set forth at NAC 538.746, Contractor shall be in default, if any bill for Electric Power, or for any of the other charges applied under this Contract including but not limited to the charges set forth in section 13 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 Electric Power herein shall survive termination of this Contract unless and until the CRCNV reallocates or assigns Contractor's Allocation to other entities.

**17. NO RIGHT OF RENEWAL.** In 1993, the Nevada legislature passed an amendment to NRS 538.181 which granted a right of contract renewal to the CRCNV's customers who had a contract for the purchase of power from the Commission which was in effect on July 1, 1993. In 2004, the CRCNV executed Renewal Contracts with its then existing SLCAIP Contractors for delivery of power from October 1, 2004, through September 30, 2024, to satisfy the right given in that statute. The Contractor hereby expressly agrees that no provision of NRS 538.181 or of this Contract shall be construed, nor is any such provision intended, to entitle the Contractor in any manner to a renewal or extension of this Contract. Nothing in this subsection prevents the Contractor from applying for such a renewal or extension or for an allocation, or from receiving or accepting an offer of such a renewal, extension or allocation from the CRCNV, if the Contractor is eligible to do so under the then applicable statutes and/or regulations of the CRCNV.

**18. FORWARD CONTRACT.** The Parties acknowledge and agree that this Contract and the transactions contemplated by this Contract constitute a "forward contract" and that the CRCNV and Contractor are each "forward contract merchants" within the meaning of the United States Bankruptcy Code (11 U.S.C. § 101 et seq., as amended), and any successor statute.

**19. 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 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 of the Contractor shall be set forth in Exhibit 3. 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.

**20. EXHIBITS AND ATTACHMENTS MADE PART OF CONTRACT.** Exhibits 1 - 5 and Attachment 1 to Exhibit 1 are hereby made a part of this Contract with the same effect as if they had been expressly set forth herein. Exhibit 1 may be revised from time to time to state the amount of Allocated Capacity and Energy, Allocated Capacity and Energy Sharing Percent, Firm Transmission Capacity, and Transmission Loss Factor. Attachment 1 to Exhibit 1 may be revised from time to time to state the amount of AHP and WRP by season and by month. Exhibit 2 may be revised from time to time to state Point(s) of Delivery, Interconnection and Receipt. Exhibit 3 shall be revised and distributed by CRCNV upon receiving notice from Contractor changing its Authorized Representative. Exhibit 4 shall be revised and distributed by CRCNV upon receiving notice from Contractor changing its preferred Notice provisions. Exhibit 5 shall be revised and distributed by CRCNV as needed. The initial Exhibits and Attachments shall remain fully in effect until superseded by subsequent exhibits issued by the CRCNV in compliance with this Contract.

**21. DISPUTE RESOLUTION PROCESS.**

21.1 The Authorized Representatives of the Parties shall meet and confer to resolve any dispute within thirty (30) Days of notice by a Party 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.

21.2 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.



21.3 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.

21.4 As used in this this section 21, "Senior Executives" means the Executive Director of the CRCNV and the City Manager of the Contractor.

## **22. NOTICES.**

22.1 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 person or sent by certified mail, postage prepaid, to the persons specified in Exhibit 4.

22.2 Either Party may at any time, by written notice to the other Party, update Exhibit 4 and designate different or additional persons or different addresses for the giving of notices, demands or requests hereunder.

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

**23. 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.

## **24. FORCE MAJEURE.**

24.1 No Party shall be considered to be in breach of this Contract to the extent that a failure to perform its obligations under this Contract is due to a Force Majeure cause or event. 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.

24.2 No Party shall be relieved by the operation of this section of any obligation to pay all of the charges set out in section 13.

24.3 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.

24.4 As used in this section 24, "Force Majeure" means 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 strike, labor disputes, a governmental rule, regulations, ordinance, statute, or interpretation, or fire, earthquake, or other natural calamity, civil commotion, failure or disruption of utility or governmental services.

**25. 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 3, 4, 5 and Attachment 1 to Exhibit 1.

**26. ACCESS TO BOOKS AND RECORDS.**

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

26.2 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 purchased by Contractor hereunder as well as related contracts including the WAPA Transmission Agreement, with the right to make copies of those books and records, which access shall be provided in compliance with NRS Chapter 239.

## **27. GENERAL CONTRACT PROVISIONS.**

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

27.2 Reference to Section, Subsection, Paragraph, or Subparagraph. A reference to a section, subsection, paragraph, or subparagraph shall include all applicable subparts of such referenced section, subsection, paragraph, or subparagraph.

27.3 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.

27.4 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.

27.5 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 the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this



Contract.

27.6 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 to the nearest extent possible, to replace the provision declared invalid or prohibited, and amend this Contract to include such provision.

27.7 Entire Agreement. This Contract 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 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.

27.8 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.

27.9 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, by taking necessary action which may include amending this Contract or execution of ancillary agreements.

27.10 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.

27.11 Authority to Execute. Each individual 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 the Sale of Electric Power from the Salt Lake City Area Integrated Projects to be executed this 22 day of August 2019.

State of Nevada, acting by and through its  
**COLORADO RIVER COMMISSION  
OF NEVADA**

Eric Witkoski 8-13-19  
Eric Witkoski Date  
Executive Director

Puoy Premisrut 8/13/19  
Puoy Premisrut Date  
Chairwoman

Approved as to form:

Christine Guerdi-Nyhus 8/13/19  
Christine Guerdi-Nyhus Date  
Special Counsel

**CITY OF BOULDER CITY, NEVADA**

Kiernan McManus 8/27/19  
Kiernan McManus Date  
Mayor

Approved as to form:

Dan R. Reaser 07.05.2019  
Dan R. Reaser, Esq. Date  
Fennemore Craig, P.C.  
Special Counsel

Attest: Lorene Krumm  
Lorene Krumm Date  
City Clerk

**Ratified and approved this**

22<sup>nd</sup> day of August, 2019.

STEVE SISOLAK  
Governor of the State of Nevada

**EXHIBIT 1**

Contract No. P14-SLCESC

Effective October 1, 2024

**ALLOCATED CAPACITY AND ENERGY; PERCENT SHARING; TRANSMISSION  
CAPACITY; MINIMUM HOURLY DELIVERY; TRANSMISSION LOSS FACTOR**

1. Allocated Capacity and Energy

<b>Summer Season</b>		<b>Winter Season</b>	
Capacity kW	Energy kWh	Capacity kW	Energy kWh
5,537	10,075,242	7,279	13,347,215

2. Allocated Capacity and Energy Sharing Percent: 26.55257732%

3. Transmission Capacity

<b>Summer Season</b>	<b>Winter Season</b>	
Capacity kW	Capacity kW	
5,537	7,279	CRSP Transmission
5,371	7,061	Parker-Davis Transmission

4. Transmission Loss Factor:

To Pinnacle Peak: WAPA Responsibility

Pinnacle Peak to Mead (Parker-Davis Transmission System): 3%

Mead to Southern Nevada Facilities: 0 %

# ATTACHMENT 1 TO EXHIBIT 1

Contract No. P14-SLCESC

Effective October 1, 2024

## Summer Season Monthly Capacity and Energy Table

Revision No. \_\_\_\_\_

Year: \_\_\_\_\_

### PEAK CAPACITY (Maximum kW)

	CROD	SHP	AHP	Available WRP	Requested WRP	Total Monthly Capacity	Minimum Capacity <sup>1</sup>	CDP <sup>2</sup>
April	5,537							
May	5,537							
June	5,537							
July	5,537							
Aug	5,537							
Sept	5,537							

### TOTAL ENERGY (kWh)

	SHP	AHP	Available WRP	WRP On-Peak	WRP Off-Peak	Total WRP Energy	Total Monthly Energy <sup>3</sup>
April	1,587,952						
May	1,420,307						
June	1,658,550						
July	1,835,961						
Aug	1,961,899						
Sept	1,610,573						
	10,075,242						

1. Minimum capacity is the minimum to be scheduled in any hour. The minimum is calculated monthly, based on the anticipated generation and water release patterns.

2. CDP Customers shall provide the transmission path that they are requesting capacity on, as follows:

3. CDP Capacity available is the difference between AHP capacity and the CROD in any hour.

4. Total Energy cannot exceed 100% load factor of CROD.

## Winter Season Monthly Capacity and Energy Table

Revision No. \_\_\_\_\_

Year: \_\_\_\_\_

**PEAK CAPACITY (Maximum kW)**

	CROD	SHP	AHP	Available WRP	Requested WRP	Total Monthly Capacity	Minimum Capacity <sup>1</sup>	CDP <sup>2</sup>
Oct	7,279							
Nov	7,279							
Dec	7,279							
Jan	7,279							
Feb	7,279							
March	7,279							

**TOTAL ENERGY (kWh)**

	SHP	AHP	Available WRP	WRP On-Peak	WRP Off-Peak	Total WRP Energy	Total Monthly Energy <sup>3</sup>
Oct	2,102,892						
Nov	1,915,715						
Dec	2,278,066						
Jan	2,433,504						
Feb	2,135,241						
March	2,481,797						
	13,347,215						

1. Minimum capacity is the minimum to be scheduled in any hour. The minimum is calculated monthly, based on the anticipated generation and water release patterns.

2. CDP Customers shall provide the transmission path that they are requesting capacity on, as follows:

3. CDP Capacity available is the difference between AHP capacity and the CROD in any hour.

4. Total Energy cannot exceed 100% load factor of CROD.

EXHIBIT 2  
Contract No. P14-SLCESC  
Effective October 1, 2024

**POINTS OF DELIVERY AND VOLTAGE**

1. WAPA Designated Point of Delivery and Voltage: Pinnacle Peak / 230 Kv
2. Parker-Davis Point(s) of Delivery and Voltage: Mead Substation / 230 Kv
3. Parker-Davis Southern Nevada Facilities Point(s) of Delivery and Voltage:

Amargosa Substation / 230 kV - 138 Kv

Boulder City Tap / 230 kV

Basic Substation / 230 kV

Clark Tie / 230 kV



EXHIBIT 3  
Contract No. P14-SLCESC

**AUTHORIZED REPRESENTATIVES**

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

Authorized Representatives and alternates as follows:

	<b>AUTHORIZED REPRESENTATIVE</b>	<b>ALTERNATE</b>
<b>Colorado River Commission of Nevada</b>	Eric Witkoski, Executive Director	Gail Bates, Deputy Director Energy Services
<b>City of Boulder City</b>	Dennis Porter, Electric Utility Administrator	Keegan Littrell, Public Works Director

EXHIBIT 4  
Contract No. P14-SLCESC

**NOTICES**

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

1. 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](mailto:CRCPower@crc.nv.gov).

2. All notices and official communications sent to the Contractor should be sent to:

**City of Boulder City**  
401 California Avenue  
Boulder City, Nevada 89005  
Telephone: 702.293.9244  
Facsimile: 702.293.9411

Attn: Dennis Porter  
Electric Utility Administrator

Email: [dporter@bcnv.org](mailto:dporter@bcnv.org)

EXHIBIT 5  
Contract No. P14-SLCESC  
Effective October 1, 2024

**CRCNV CONTRACTOR DESIGNATION**

1. CRCNV Electric Utility Contractors:

City of Boulder City

Overton Power District No. 5

Valley Electric Association, Inc.

2. CRCNV Non-Electric Utility Contractors: None

**EXHIBIT 2**  
**WAPA TRANSMISSION AGREEMENT**

**EXHIBIT 2**  
**WAPA TRANSMISSION AGREEMENT**

**See Agenda Item D  
for WAPA Transmission  
Agreement**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM F  
FOR MEETING OF SEPTEMBER 10, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve Amendment No. 1 to Contract No. P06-SLCESC between the Colorado River Commission of Nevada and Overton Power District No. 5 for the Sale of Electric Power from the Salt Lake City Area Integrated Projects from October 1, 2024, through September 30, 2057.

**RELATED TO AGENDA ITEM:**  
Item D.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**  
None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background of Contract**

In August 2019, the Colorado River Commission of Nevada (Commission or CRCNV) approved Contract No. P06-SLCESC with Overton Power District No. 5 for hydropower from the Salt Lake City Area Integrated Project or SLCAIP that provides for electric power services beginning October 1, 2024, and will last until September 30, 2057. The Contract No. P06-SLCESC provides:

“6.3.3 The CRCNV and the Contractor will enter into the CRCNV SLCAIP Transmission Agreement for the Contractor to take and pay for transmission service from Pinnacle Peak to one or more of the P-DP delivery points prior to June 1, 2024.”

To meet the above requirement, the Commission needed to enter into a transmission agreement with the Western Area Power Administration (WAPA) to obtain the necessary transmission from Pinnacle Peak in Northern Arizona to Mead Substation in Southern Nevada. WAPA provided the first draft of the transmission agreement late this summer. Staff negotiated the agreement with WAPA and it is presented to the Commission for approval in Agenda Item D.

After reviewing the matter, Staff determined that it was not necessary to enter into a separate transmission agreement with each of its SLCAIP contractors, to be able to pass on charges incurred by the Commission under the transmission agreement with WAPA. Instead, Staff has proposed Amendment No. 1 for each respective SLCAIP contract that will delete Section 6.3.3 cited above and revise Section 13.1.3 of the Contract as follows:

13.1.3 A charge for transmission capacity on the Parker-Davis System as furnished by WAPA in accordance with the WAPA Transmission Agreement.

The new provision above, provided by Amendment No. 1, will allow the Commission to pass on the charge of the transmission capacity on the Parker Davis System charged by WAPA to the Commission to the respective contractor of SLCAIP hydropower.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM F  
FOR MEETING OF SEPTEMBER 10, 2024**

**B. Staff's Recommendation**

Staff recommends the Commission approve Amendment No. 1 to Contract No. P06-SLCESC and authorize the Executive Director to sign it on behalf of the Commission.



**AMENDMENT NO. 1  
TO CONTRACT NO. P06-SLCESC  
BETWEEN THE  
COLORADO RIVER COMMISSION OF NEVADA  
AND  
OVERTON POWER DISTRICT NO. 5  
FOR THE  
SALE OF ELECTRIC POWER FROM THE  
SALT LAKE CITY AREA INTEGRATED PROJECTS**

This AMENDMENT NO. 1 TO CONTRACT FOR THE SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA INTEGRATED PROJECTS (hereinafter “Amendment No. 1”) is made by and between the State of Nevada, acting by and through its Colorado River Commission of Nevada (hereinafter “CRCNV”) and Overton Power District No. 5, a quasi-municipal general improvement district organized under the laws of the State of Nevada (hereinafter “CONTRACTOR”). Unless otherwise provided, capitalized terms used herein have the meanings set forth in the CONTRACT FOR THE SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA INTEGRATED PROJECTS, CONTRACT NO. P06-SLCESC (the “Contract”). The Contract is attached hereto at Exhibit 1 and is incorporated herein in its entirety.

Whereas the Contract states WAPA and the CRCNV will enter into an agreement to provide firm transmission service from Pinnacle Peak to Parker Davis points of delivery for transmission service commencing October 1, 2024 referred to as the WAPA Transmission Agreement.

Whereas WAPA and the CRCNV entered into the WAPA Transmission Agreement.

Now therefore, in consideration of mutual covenants contained herein, the Contract is amended as follows.

1. The WAPA Transmission Agreement defined by Section 3.44 of the Contract shall refer to Contract No. 24-DSR-13350 attached hereto at Exhibit 2.
2. Section 4.2.2.1 of the Contract contains a condition precedent to the CRCNV’s obligations under the Contract. Section 4.2.2.1 is hereby deleted in its entirety.
3. Section 6.3.3 of the Contract requires the Parties to enter into a transmission agreement. This requirement is no longer necessary. Section 6.3.3 is hereby deleted in its entirety.
4. Section 13.1.3 of the Contract is amended to read as follows:

13.1.3 A charge for transmission capacity on the Parker-Davis System as furnished by WAPA in accordance with the WAPA Transmission Agreement.



**EXHIBIT 1**  
**CONTRACT FOR THE SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA**  
**INTEGRATED PROJECTS, CONTRACT NO. P06-SLCESC**

**EXHIBIT 1  
of**

**AMENDMENT NO. 1  
TO CONTRACT NO. P06-SLCESC  
BETWEEN THE  
COLORADO RIVER COMMISSION OF NEVADA  
AND  
OVERTON POWER DISTRICT NO. 5  
FOR THE  
SALE OF ELECTRIC POWER FROM THE  
SALT LAKE CITY AREA INTEGRATED PROJECTS**

**STATE OF NEVADA**  
**COLORADO RIVER COMMISSION OF NEVADA**



**Contract No. P06-SLCESC**

**between the**

**COLORADO RIVER COMMISSION OF NEVADA**

**and**

**OVERTON POWER DISTRICT NO. 5**

**for the**

**SALE OF ELECTRIC POWER FROM THE  
SALT LAKE CITY AREA INTEGRATED PROJECTS**

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1. **PREAMBLE.** This CONTRACT FOR SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA INTEGRATED PROJECT, hereinafter referred to as the "Contract," is made by and between the State of Nevada, acting by and through its **COLORADO RIVER COMMISSION of NEVADA**, hereinafter referred to as the CRCNV or the Commission, created by and existing pursuant to state law, the CRCNV acting both as principal in its own behalf and as an agent in behalf of the state, and **OVERTON POWER DISTRICT NO. 5**, a quasi-municipal general improvement district organized under the laws of the State of Nevada, its successors and assigns, hereinafter referred to as the CONTRACTOR, each sometimes hereinafter individually called "Party", and both sometimes hereinafter collectively called "Parties."

2. **EXPLANATORY RECITALS.**

2.1 The United States Bureau of Reclamation (Reclamation) operates certain Federal hydroelectric facilities known as the Collbran Project, Rio Grande Project, and the Colorado River Storage Project.

2.2 The Western Area Power Administration (WAPA) refers to the hydroelectric facilities of the Collbran Project, Rio Grande Project, and the Colorado River Storage Project collectively as the Salt Lake City Area Integrated Projects, hereinafter called "SLCA Integrated Projects" or "SLCAIP."

2.3 WAPA markets and transmits hydroelectric power generated at the SLCA Integrated Projects pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved February 25, 1905 (33 Stat. 814), the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), the Flood Control Act of December 22, 1944 (58 Stat. 887), the Act of Congress approved July 3, 1952 (66 Stat. 325), the Act of Congress approved April 11, 1956 (70 Stat. 105), the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory or supplementary to the foregoing Acts by the United States of America.

2.4 Existing contracts between WAPA and the CRCNV for the hydroelectric power generated at the SLCA Integrated Projects expire on September 30, 2024. WAPA published its Proposed 2025 Marketing Plan on December 16, 2015 (80 FR 78222), for the marketing of SLCA Integrated Projects' hydroelectric power and energy for a period beginning October 1, 2024.

2.5 In the Federal Register dated November 29, 2016, (81 FR 85946), WAPA announced its Final 2025 Salt Lake City Area Integrated Projects Marketing Plan extending existing capacity and energy allocations to existing Contractors of SLCA Integrated Projects, including the CRCNV, while recognizing additional project development may occur in future years. It also provided for establishing a new Firm Electric Service contract based upon the existing SLCA Integrated Projects contract.

2.6 WAPA will deliver SLCAIP power to Pinnacle Peak. WAPA and the CRCNV intend to enter into a separate firm transmission service contract from Pinnacle Peak to Parker Davis points of delivery, for transmission service commencing October 1, 2024 (the "WAPA Transmission Agreement"). The WAPA Transmission Agreement will provide for transmission service to be provided for the full amount of the CRCNV's SLCA Integrated Projects allocation and paid at the Parker-Davis Firm Transmission Rate in effect at the time service is taken.

2.7 Pursuant to NRS 538.161 and 538.181, the CRCNV has the authority to hold and administer the State's rights to distribution of power from the SLCA Integrated Projects, and to represent and act for the State of Nevada in contracting for electric power "for the greatest possible benefit to this state."

2.8 The CRCNV is executing a contract with WAPA for post 2024 SLCA Integrated Projects power and on February 13, 2019 the Commission of the CRCNV issued its Order allocating Nevada's share of the power from the SLCA Integrated Projects, pursuant to NRS and NAC chapter 538 to its Contractors.

2.9 The Contractor, herein, desires to purchase SLCA Integrated Projects power from the CRCNV beginning October 1, 2024.

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

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

3.1 Allocated Capacity: The capacity from the SLCA Integrated Projects allocated to the Contractor by the CRCNV in this Contract and shown in Exhibit 1.

3.2 Allocated Energy: The energy from the SLCA Integrated Projects allocated to the Contractor by the CRCNV in this Contract and shown in Exhibit 1.

3.3 Allocated Transmission Capacity: The transmission capacity from the Parker-Davis System needed by Contractor to deliver Allocated Capacity and Allocated Energy under this Contract.

3.4 Available Hydro Power (AHP): is the maximum amount of hydroelectric capacity and energy that will be made available to the Contractor monthly as determined by the CRCNV pursuant to WAPA's calculations based on prevailing water release conditions.

3.5 AHP Capacity: The amount of capacity, expressed in kilowatts ("KW"), which are available to the Contractor under this Contract for scheduling each month.

3.6 AHP Energy: The amounts of energy, expressed in kilowatt-hours ("KWH"), which are available to the Contractor under this Contract for scheduling each month.

3.7 Authorized Representative: A representative of a Party designated as an Authorized Representative in accordance with section 19 and identified in Exhibit 3.

3.8 Balancing Authority (BA): The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balancing within a balancing authority area, supports interconnection frequency and other ancillary services in real time.

3.9 Balancing Authority Area (BAA): The area in which integrated generation and transmission facilities are controlled by a Balancing Authority.

3.10 Billing Period: The period beginning on the first Day of any calendar month and extending through the last Day of any calendar month during the term of this Contract.

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

3.12 Contractor: The Party identified in the Preamble that has a fully executed contract with the CRCNV for SLCA Integrated Projects power.

3.13 Contract Rate of Delivery (CROD): The maximum level of long-term capacity that the Contractor is entitled to receive in each Season as set forth in Section 5.3 and in Exhibit 1 of this Contract. The CROD is the Contractor's allocated share of the SLCA Integrated Projects marketing commitment level established for each Season through the term of this Contract. CROD is met first with the Contractor's AHP, and then with Customer Displacement Power or Western Replacement Power, or a combination thereof.

3.14 CRCNV: The Colorado River Commission of Nevada.

3.15 Contractor Displacement Power (CDP): The amount of supplemental power acquired or generated by the Contractor on its own behalf, or by a third party on behalf of Contractor, which if provided by Contractor under Section 5.7 may be used, as required, as part of the Contractor's CROD and Monthly Energy within a given period.

3.16 CRCNV Electric Utility Contractor: A Contractor that is listed as a CRCNV Electric Utility Contractor in Exhibit 5.

3.17 CRCNV Contractor that is not an Electric Utility: A Contractor that is listed as a CRCNV Contractor that is not an Electric Utility in Exhibit 5.

3.18 CRCNV Interconnection Agreement: The Agreement between the Contractor and the CRCNV to provide continuous or backup transmission service over the Parker-Davis Project Southern Nevada Facilities, or a direct interconnection to the Parker-Davis Project Southern Nevada Facilities.

3.19 CRCNV Scheduling, Accounting and Billing Procedures (CRCNV SABPs): The CRCNV's scheduling, accounting and billing procedures dated as of October 1, 2018, developed in accordance with NAC Chapter 538 and revised from time to time.

3.20 CRCNV SLCAIP Transmission Agreement: The Agreement between the CRCNV and the Contractor to take and pay for transmission service from Pinnacle Peak on the SLCAIP Transmission system, to one or more of the southern Nevada delivery points on the Parker-Davis Project Southern Nevada Facilities.

3.21 Day: A calendar day.

3.22 Electric Power: The electric capacity and energy that the CRCNV provides to Contractor under this Contract.

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

of the foregoing. Where practicable, such Environmental Attributes (such as renewable energy credits) shall be expressed in megawatt hours (MWh), with one (1) MWh of Environmental Attributes produced for each one (1) MWh of energy generated by the renewable energy resource.

3.24 Fiscal Year: The twelve (12) month period so designated by federal law, currently commencing October 1 of each year.

3.25 Lay Off Power: Electric Power made available temporarily to the CRCNV from a Contractor that is unable to use a portion of its allocation.

3.26 Long-Term Western Replacement Power (Long-Term WRP): WAPA Replacement Power acquired by the CRCNV, on behalf of the Contractor and at the Contractor's expense, for a specified period of at least one year pursuant to subsection 5.6, which may be used, as required, as part of the Contractor's AHP within a given period.

3.27 Minimum Hourly Delivery: The minimum amounts of capacity which the Contractor must accept each hour of each month of each season, unless modified pursuant to paragraph 6.5.2.

3.28 Monthly Energy: the maximum quantity of total firm energy expressed in kilowatt-hours (kWh) that WAPA is committed to deliver and the Contractor is entitled to receive each month including AHP, WRP, and CDP.

3.29 NAC: Nevada Administrative Code.

3.30 NRS: Nevada Revised Statutes.

3.31 Parties or Party: Parties means collectively the CRCNV and the Contractor, and each of the CRCNV or the Contractor is a Party.

3.32 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 Mead-Arizona/Nevada (States) Switchyard 230-kV Transmission Line; and any additions, upgrades or betterments that become an integral part of the Southern Nevada Facilities.

3.33 Points of Delivery: The point(s) identified in Exhibit 2 at which Electric Power is delivered to the Contractor or the Contractor's agent.

3.34 Scheduling Entity: The entity responsible for scheduling Contractor's Electric Power to serve load that is designated in accordance with subsection 6.2.

3.35 Season or Seasonal: Summer or Winter Season.

3.36 Seasonal Western Replacement Power (Seasonal WRP): WAPA Seasonal Replacement Power acquired by the CRCNV, on behalf of the Contractor and at the Contractor's expense, during a Season or shorter period of time, pursuant to Section 5.6, which will be used, as required, as part of the Contractor's AHP within a given period.

3.37 SLCA Integrated Projects or SLCAIP: The Salt Lake City Area Integrated Projects presently composed of the Collbran, Rio Grande, and the Colorado River Storage projects operated by the United States Bureau of Reclamation and marketed and transmitted by the United States Department of Energy through the Western Area Power Administration.

3.38 Summer Season: The six (6) month period from the first day of the April billing period through the last day of the September billing period of any calendar year.

3.39 Staff: Staff of the CRCNV.

3.40 State: The state of Nevada.



3.41 Sustainable Hydropower (SHP): is a level of long-term operable SLCA Integrated Projects hydroelectric capacity with energy projected at an acceptable risk level by WAPA.

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

3.43 WAPA Scheduling, Accounting and Billing Procedures (WAPA SABPs): WAPA's Scheduling, Accounting and Billing procedures.

3.44 WAPA Transmission Agreement: The Agreement WAPA and the CRCNV intend to enter into to provide firm transmission service from Pinnacle Peak to Parker Davis points of delivery, for transmission service commencing October 1, 2024.

3.45 Western Replacement Power (WRP): The supplemental power requested by the Contractor to be acquired by the CRCNV from WAPA pursuant to the CRCNV's SLCAIP Contract, on behalf of the Contractor and at the Contractor's expense, as part of the Contractor's AHP within a given period in accordance with subsections 5.5 and 5.6. The term includes both Seasonal WRP and/or Long- Term WRP.

3.46 Winter Season: The six (6) month period from the first day of the October billing period of any calendar year through the last day of the March billing period of the following calendar year.

#### **4. TERM OF CONTRACT.**

4.1 Effective Date. This Contract shall become effective when executed, for Electric Power to be delivered beginning on October 1, 2024.

4.2 Conditions Precedent:

4.2.1 A condition precedent to the Contractor's obligations under this Contract is the existence of the valid, binding and effective WAPA Transmission Agreement or other suitable transmission arrangement.

4.2.2 Conditions precedent to CRCNV's obligations under this Contract are:

4.2.2.1 Contractor must enter into a new contract, prior to June 1, 2024, with the CRCNV to take and pay for transmission service from Pinnacle Peak, to one or more of the southern Nevada delivery points on the P-DP SNF.

4.2.2.2 A Contractor utilizing continuous or backup transmission service over the P-DP SNF, or a Contractor directly interconnected to the P-DP SNF, must enter into a contract with the CRCNV to take and pay for service over those facilities prior to June 1, 2024 for power deliveries beginning on October 1, 2024.

4.3 Term of Contract. This Contract shall remain in effect through September 30, 2057 unless this Contract is terminated earlier as provided in sections 16 and 17.

## **5. ELECTRIC POWER TO BE FURNISHED.**

5.1 Delivery and Acceptance of Electric Power. The CRCNV shall provide, and Contractor shall accept, Electric Power, in accordance with the terms of this Contract, at the Point(s) of Delivery and voltage(s) identified in Exhibit 2, subject to the transmission arrangements and operational requirements applied pursuant to the CRCNV's regulations and the requirements set forth in this Contract.

### **5.2 Allocated Capacity, Allocated Energy and Allocated Transmission Capacity.**

5.2.1 The Contractor's amounts of Allocated Capacity and Allocated Energy are shown by seasons in Exhibit 1.

5.2.2 The Contractor's expected amounts of Allocated Transmission Capacity are shown by seasons in Attachment 1 to Exhibit 1.

5.3 Availability of Electric Power and Transmission Capacity. The availability of Electric Power to the Contractor under this Contract is subject to the delivery of Electric Power and the availability of Transmission Capacity to the CRCNV under the CRCNV's SLCAIP Contract.

5.3.1 The CRCNV may revise the amount of the Contractor's Allocated Capacity and/or Allocated Energy due to changes in the CRCNV's CROD or SHP by WAPA. The CRCNV shall notify the Contractor as soon as practicable after any change is provided to the CRCNV by WAPA.

5.3.2 The CRCNV will revise the Allocated Capacity and/or Allocated Energy on a pro-rata basis based on the Contractor's sharing percentage shown in Exhibit 1.

5.3.3 If the Allocated Capacity and Allocated Energy are changed in accordance with Section 5.3.1, the CRCNV will provide a revised Exhibit 1.

5.4 Contractor's Available Hydro Power (AHP). The CRCNV shall determine the Contractor's AHP in any Billing Period by multiplying the Contractor's Capacity and Energy sharing percentage shown in Exhibit 1 by the amount of the CRCNV's Available Hydro Power received by the CRCNV from WAPA for that period under the CRCNV's SLCAIP Contract.

5.4.1 The Contractor's amounts of AHP shall be as set forth in an Attachment 1 to Exhibit 1 which will be revised for each period.

5.4.2. If WAPA increases or reduces the amount of the CRCNV's AHP, the CRCNV shall increase or reduce the Contractor's AHP correspondingly on a pro-rata basis. The CRCNV will provide a notification, as soon as practicable, to the Contractor of such changes in AHP and will revise Attachment 1 to Exhibit 1.

5.5 Acquisition of Western Replacement Power or Contractor Displacement Power. The CRCNV shall notify the Contractor as soon as practicable after the information is provided to the CRCNV by WAPA, of the maximum amount of hydroelectric capacity and energy from the SLCA Integrated Projects that will be made available to the CRCNV in the upcoming season under the CRCNV's SLCAIP Contract. If the amount of that capacity and energy, is less than an amount equal to the Contractor's Allocated Capacity and Allocated Energy; the Contractor may purchase Seasonal WRP, or Long-Term WRP or acquire Contractor Displacement Power.

5.6 Western Replacement Power (WRP). The procedure for purchasing Seasonal or Long Term WRP is provided in this subsection and CRCNV's SABPs.

5.6.1 The notice of AHP provided to the Contractor pursuant to subsection 5.5 will contain WAPA's estimated rate for the cost of purchasing either Seasonal or Long Term WRP.

5.6.2 If the Contractor requests the CRCNV to purchase Seasonal or Long Term WRP from WAPA, the Contractor shall, by the deadline specified by the CRCNV, provide in writing the amount of Seasonal or Long Term WRP, requested by month and provide authorization for the CRCNV to purchase WRP on its behalf for the requested time period. For Long Term WRP, the Contractor must specify the maximum rate it would be willing to pay for the Long Term WRP.

5.6.3 The amount of the capacity and energy components of Seasonal and/or Long Term WRP for a particular time period, when combined with all other available capacity and energy must not exceed the Contractor's Allocated Capacity, under this contract, for that time period.

5.6.4 The Contractor's written authorization constitutes a commitment by the Contractor to pay the cost of the Seasonal, and/or Long Term WRP.

5.6.5 Upon receipt of the written authorization for WRP from the Contractor, the CRCNV shall attempt to purchase the requested WRP from WAPA. If the power is not available for purchase from WAPA under essentially the same terms as anticipated, the CRCNV shall notify the Contractor as soon as practicable. The Contractor may then rescind its request for WRP upon immediate written notification to the CRCNV in accordance with the time frames provided.

5.6.6 Advancement of Funds for WRP. If WAPA requires an advancement of funds for WRP, the CRCNV shall notify and invoice the Contractor for the advance payment. Payment by the Contractor will be due by the date indicated on the invoice.

5.6.7 If requested by the Contractor, the CRCNV shall attempt to sell any energy associated with Long-Term WRP that is more than the Contractor's needs. If the CRCNV sells that energy, the CRCNV shall credit the Contractor's charges for Long-Term WRP with any money obtained, less the CRCNV's costs, if any, to provide this service.

5.7 Contractor Displacement Power (CDP). The procedure for utilizing Contractor Displacement Power is provided in this subsection.

5.7.1 The Contractor may, individually or in association with other Contractors, furnish notice to the CRCNV that it wishes to provide to the CRCNV, for delivery to the Contractor, CDP for a portion or all of the power, above the Contractor's Available Hydro Power and Western Replacement Power, needed up to the Contractor's Allocated Capacity and for which it has not otherwise provided authorization for WRP.

5.7.2 The notice required by paragraph 5.7.1, must contain the source and point of receipt of power; the amount of power to be provided; the initial month of delivery; the commitment length, which can be no longer than the Contractor's commitment to the resource designated at WAPA's point of receipt; the

designation of the scheduling entity; any prescheduling and scheduling requirements and restrictions; and any other pertinent information requested by the CRCNV. The CRCNV shall forward the notice to WAPA, and WAPA will determine its ability to accept the CDP for delivery to the CRCNV in accordance with applicable provisions of the CRCNV's SLCAIP Contract. The CRCNV shall notify the Contractor of that determination.

5.7.3 The Contractor may request a change or modification to the sources or conditions of CDP at any time prior to or during a season by notifying the CRCNV.

5.7.4 The Contractor is responsible for making all arrangements necessary for the acquisition or generation of CDP and for the provision of that power to WAPA and the CRCNV for delivery to the Contractor. The Contractor is responsible for all costs associated with those arrangements. The CRCNV is not responsible for firming CDP purchases made by the Contractor.

5.8 Operating Reserves: To the extent that the CDP or WRP acquired by or for the Contractor from a third-party purchase includes the provision of spinning or supplemental reserves, the CRCNV shall, upon agreement by the BAA, allow the Contractor to claim such reserves from any unscheduled portion of CDP or WRP.

## **6. CONDITIONS OF DELIVERY OF ELECTRIC POWER.**

### **6.1 Principles of Use:**

6.1.1 Contractor will, in its use of Electric Power provided under this Contract, comply with the CRCNV's regulations set forth in NAC chapter 538 and with the CRCNV SABPs.

6.1.2 Contractor transactions with independent system operators, regional transmission organizations and BAs, and their successor organizations, shall not constitute resale under NAC 538.540.

6.1.3 With the prior approval of the Commission of the CRCNV, Contractor may, subject to the provisions of this section and NAC chapter 538, also engage in transactions that pertain to this Contract with an entity or entities other than the entities listed in 6.1.2 above, that coordinate, control, monitor, or support operations of, or act as a marketplace operator in wholesale power for, or procure products and services on behalf of, any such entity.

6.1.4 Each Contractor that is not a CRCNV Electric Utility Contractor may only share, resell or pool Electric Power, or lease or change the point of use of Electric Power, with the prior approval of the Commission, as required by NAC 538.540(1).

6.1.5 At the request of Staff, each CRCNV Electric Utility Contractor must provide information demonstrating that it uses the full Electric Power resource available to Contractor under this Contract, as required by NAC 538.540(3).

## 6.2 Scheduling.

6.2.1 Scheduling Entity. The Authorized Representative of a Contractor shall provide ninety (90) days' prior written notification to the CRCNV, of the Contractor's designation of a Scheduling Entity that will be responsible for scheduling the Contractor's Electric Power.

6.2.1.1 Any change or designation of a Scheduling Entity is subject to approval by Staff and WAPA.

6.2.1.2 As a condition of a designation, or continued retention, of a Scheduling Entity, the Scheduling Entity must agree to follow WAPA's SABPs and the CRCNV's SABPs, including changes thereto.

6.2.1.3 Any change in Scheduling Entity becomes effective at the beginning of a Billing Period.



6.2.1.4 Any costs associated with the scheduling of the Contractor's Electric Power will be borne by the Contractor.

6.2.1.5 If Contractor does not timely designate or change its Scheduling Entity in compliance with the CRCNV's requirements, then that Contractor's Scheduling Entity will be the entity designated by Staff.

6.2.2 CRCNV Review of Schedules. Copies of schedules and schedule changes submitted by the Contractor's SE to WAPA shall be provided to the CRCNV. The CRCNV reserves the right to require that the Contractor modify its schedules to correct scheduling errors or to respond to operating directives from WAPA.

### 6.3 Transmission.

6.3.1 Electric Power furnished under this Contract is provided at Pinnacle Peak Substation in accordance with the CRCNV's SLCAIP contract with WAPA.

6.3.2 The CRCNV expects to enter into the Transmission Agreement to provide transmission service to the Contractor over the Parker-Davis Transmission System from Pinnacle Peak to the Parker-Davis Point(s) of Delivery listed in Exhibit 2, for the full amount of the Contractor's Allocated Capacity at the Parker-Davis Firm Transmission Rate.

6.3.3 The CRCNV and the Contractor will enter into the CRCNV SLCAIP Transmission Agreement for the Contractor to take and pay for transmission service from Pinnacle Peak to one or more of the P-DP delivery points prior to June 1, 2024.

6.3.4 The CRCNV and Contractor will enter into the CRCNV Interconnection Agreement to provide continuous or backup transmission service over the P-DP SNF, or if there is a direct interconnection to the P-DP SNF prior to June 1, 2024.

6.3.5 The transmission of Electric Power, including costs and losses, to effectuate the delivery of Electric Power beyond the Parker-Davis Point(s) of Delivery shown in Exhibit 2, is the responsibility of the Contractor.

6.3.6 Any transmission in excess of the Contractor's Allocated Capacity, including costs and losses, is the responsibility of the Contractor. To the extent that actual Contractor's AHP, combined with the sum of contractual commitments by the Contractor for the acquisition of WRP and CDP, result in capacity greater than the Contractor's Allocated Capacity, it is the Contractor's responsibility to arrange for transmission and delivery of any WRP and/or CDP above the Contractor's Allocated Capacity. Additionally, the Contractor shall independently arrange for delivery to itself of all CDP over and above CDP accepted by WAPA for delivery to the CRCNV pursuant to subsection 5.7.

6.3.7 Any contract for the transmission of Electric Power entered into by the Contractor must be provided to the CRCNV so that the CRCNV is made aware of losses between the Parker-Davis Point(s) of Delivery shown in Exhibit 2 and the Contractor's point(s) of measurement set forth in the WAPA's SABPs.

6.3.8 Contractor may request additional Points of Interconnection and/or Points of Delivery on the Parker-Davis Transmission System. The CRCNV will submit a request to WAPA to establish additional Points of Interconnection and/or Points of Delivery and with written consent of the Contractor, enter into necessary agreements with WAPA to establish the requested Point of Interconnection and/or Point of Delivery. The Contractor will be responsible for the actual costs of establishing the Point of Interconnection and/or Point of Delivery including, but not limited to, study costs, equipment costs, or labor costs, as may be imposed by WAPA, CRCNV or other entities.

#### 6.4 Transmission System Losses.

6.4.1 Losses on the Parker-Davis System are expressed as a percentage of Electric Power scheduled to be received at the Point(s) of Delivery for transmission over the Parker-Davis System, as shown in Exhibit 2. As a result, the Contractor's AHP will be reduced by the loss percentage determined by WAPA.

6.4.2 Transmission system losses are reviewed periodically, and the loss adjustment factor is subject to change.

6.4.3 Transmission system losses in the delivery of Electric Power under this Contract will be established as follows:

6.4.3.1 Any transmission losses incurred in the delivery of AHP to Pinnacle Peak shall be the responsibility of WAPA.

6.4.3.2 Any transmission losses incurred in the delivery of AHP from Pinnacle Peak to the Point(s) of Delivery described in Exhibit 2 shall be the responsibility of the Contractor.

6.4.3.2 Losses in the delivery of WRP and/or CDP shall be the responsibility of the Contractor.

#### 6.5 Delivery.

6.5.1 Point(s) of Delivery. The CRCNV shall furnish and deliver or have delivered, the Contractor's Electric Power at the Parker-Davis Point(s) of Delivery and Voltage(s) shown in Exhibit 2. If any of those Parker-Davis Point(s) of Delivery and Voltage(s) becomes inoperable as a point of delivery of the Contractor's Electric Power, the Contractor is responsible to identify an alternative Parker-Davis Point(s) of Delivery and Voltage(s) that is acceptable to the CRCNV and WAPA. Any cost associated with obtaining Electric Power at points of delivery or voltages other than those shown in Exhibit 2 is the obligation of the Contractor.

6.5.2 Minimum Hourly Delivery. Except as provided in this paragraph, the Minimum Hourly Delivery is the Contractor's total load or 35 percent of the Contractor's Allocated Capacity, whichever is less. From time to time, the CRCNV, in consultation with its Contractors, may reevaluate and revise the required Minimum Hourly Delivery. Upon the request of the Contractor, the requirement for a Minimum Hourly Delivery may be waived by the CRCNV if operating conditions permit.

6.5.3 Maximum Rate of Delivery. Subject to the provisions of subsection 5.2, the CRCNV shall furnish, and the Contractor is entitled to receive, capacity in any Billing Period up to the Contractor's Allocated Capacity for that period and an amount of energy in any Billing Period up to the Contractor's Monthly Energy for that period.

6.5.4 Power Factor. The Contractor shall maintain the power factor specified in WAPA's rate schedules or WAPA's General Power Contract Provisions whichever is more stringent. If the Contractor does not comply with the applicable power factor standard, the CRCNV may, after giving the Contractor 80 Days to correct the condition or such additional time as the CRCNV deems warranted by the circumstances, make delivery system improvements associated with the power factor correction at the Contractor's expense. The CRCNV will not make such improvements unless it is required to do so to meet power factor standards applied by WAPA under the CRCNV's SLCAIP Contract. If the CRCNV is required to pay for a delivery system improvement associated with a power factor correction on the system of its transmission agents which are attributable to conditions on the system of the Contractor, the Contractor shall pay for the cost of the improvement.

6.6 Agreements with Third Parties. It is the Contractor's responsibility to effectuate agreements with any third party or parties which may be necessary to enable the Contractor to accept deliveries of Electric Power hereunder.

7. **METERING.** The point(s) of measurement, metering voltage(s), and ownership of metering equipment shall be set forth in the WAPA SABPs. Insofar as the Electric Power delivered hereunder may be measured at point(s) and/or voltage(s) other than the Designated Point(s) of Delivery, the measured amount(s) may be adjusted for losses between the Designated Point(s) of Delivery and the point(s) of measurement as set forth in the WAPA SABPs.

8. **LAY OFF PROVISIONS.** If Contractor is temporarily unable to use all or part of Contractor's allocation of Electric Power, Staff may lay off such Power, pursuant to NAC 538.510. Contractor may propose another SLCAIP Contractor to receive the Lay Off Power. No other Contractor shall be obligated to accept any Lay Off Power. Staff will make all reasonable efforts to lay off all or part of the power which is the subject of the layoff, in accordance with the procedures outlined in the CRCNV SABPs and any applicable agreements previously approved by the Commission, and as follows:

8.1 The maximum asking price set by Staff for Layoff Power will include no more than the charges set forth in section 13 of this Contract, unless such charges are paid by the Contractor that is laying off the power.

8.2 All applicable charges not paid by the purchaser of Lay Off Power remain the responsibility of the Contractor laying off the power and shall be offset by the money received by the CRCNV from the layoff of the power.

8.3 If Staff is unable to lay off power to other SLCAIP Contractors or to another entity, Staff will request that WAPA attempt to lay off this power, and the amount owed by the Contractor laying off the power will be offset by the money received by the CRCNV from WAPA.

8.4 Any failure of the CRCNV, in whole or in part, to arrange for the layoff of power, or to obtain the maximum asking price set by the CRCNV for that power, does not relieve the

Contractor of its obligation to pay the CRCNV for the full amount of power scheduled, whether it is delivered to the Contractor or to others.

**9. EXCHANGE.** At the request of Contractor, the CRCNV may exchange Electric Power available to Contractor under this Contract with resources otherwise available to the CRCNV. Participation in exchanges of Electric Power is strictly voluntary for the Parties.

**10. ALLOCATION REDUCTION IN THE EVENT CONTRACTOR FAILS TO USE ITS ALLOCATION.** Except as otherwise provided in this section, if Contractor does not use the full power resource available under its allocation set forth in Exhibit 1 for three (3) consecutive Fiscal Years, the CRCNV, after notifying Contractor and reviewing comments, if any, submitted by Contractor within the time prescribed in the CRCNV's notice, may reduce Contractor's allocation of Electric Power to the extent of Contractor's failure to fully use the power resource available to it. A reduction in allocation of Electric Power may not be made: (i) if Contractor's failure to fully use its allocation results from Contractor's compliance with the requirements of an Integrated Resource Plan (IRP) program applied pursuant to section 14 of this Contract; or (ii) if the Commission of the CRCNV has approved a pooling or sharing agreement which the Commission determines to provide for full utilization of the resource. If such a reduction is made, a superseding Exhibit 1 reflecting the reduction shall be issued by the CRCNV.

**11. ENVIRONMENTAL ATTRIBUTES.**

11.1 Contractor shall have the right to utilize any Environmental Attributes associated with Contractor's Allocation, for compliance with any environmental laws, regulations or standards applicable to Contractor; provided that any sale, transfer, or award of Environmental Attributes by Contractor to third parties shall be subject to approval by the CRCNV, which shall not be unreasonably conditioned, delayed or withheld. The CRCNV agrees to undertake any reasonable actions necessary to effectuate Contractor's use of the Environmental Attributes. The CRCNV makes no representation or warranty as to whether the Environmental Attributes, if any, associated with Contractor's Allocation are

compliance instruments that qualify for or meet any particular environmental laws, regulations or standards applicable to Contractor. Contractor shall be responsible for all costs arising from or related to Contractor's use of Environmental Attributes.

11.2 After consultation with the Contractor, any Environmental Attribute not utilized by Contractor may be utilized by the CRCNV for the benefit of the Contractor, the State or the SLCAIP when feasible.

**12. ANNUAL FORECAST.** The estimated amounts of Electric Power which are available for scheduling each month of the succeeding Fiscal Year shall be set forth in an annual forecast by the CRCNV. Staff shall provide the Annual Forecast to Contractor before each Fiscal Year, which shall contain a monthly estimate of Contractor's Available Capacity and Available Energy, for the forthcoming Fiscal Year, as soon as practicable following receipt of forecast data from Western and Reclamation.

**13. BILLINGS, PAYMENTS, RATES AND CHARGES.** Contractor shall pay monthly for the Electric Power, associated Transmission and other services provided hereunder.

13.1 The rates and charges billed to Contractor shall include, but are not limited to the following:

13.1.1 A charge for capacity reserved and allocated hereunder, without regard to whether CDP or WRP is used as part of the Contractor's Allocated Capacity, in accordance with WAPA's then current Rate Schedule.

13.1.2 A charge for the energy component of the Contractor's Available Hydro Power furnished hereunder in accordance WAPA's then current Rate Schedule.

13.1.3 A charge for transmission capacity from the Parker-Davis System furnished hereunder, in accordance WAPA's then current Rate Schedule.



13.1.4 The charges under this contract will be adjusted annually and current rate schedules will be provided to the Contractor in accordance with the SABPs.

13.1.5 A charge for Western Replacement Power, when applicable. The Contractor is responsible for all costs associated with Western Replacement Power.

13.1.6 A charge for handling Contractor Displacement Power, when applicable, equal to WAPA's incremental administrative costs associated with Customer Displacement Power, as provided in WAPA's then current Rate Schedule. The Contractor is responsible for all costs associated with Contractor Displacement Power.

13.1.7 The Contractor's pro-rata share of all other rates, fees, charges, interest, penalties and other amounts billed to the CRCNV by WAPA pursuant to the CRCNV's SLCAIP Contract or for which the CRCNV establishes a reserve fund in order to pay such rates, fees, charges or other amounts.

13.1.8 The Contractor's pro-rata share of all other rates, fees, charges, interest, penalties and other amounts billed to the CRCNV by the Colorado River Energy Distributors Association (CREDA).

13.1.9 CRCNV's Administrative Charge: The charge billed to Contractor to recover the CRCNV's costs associated with provision of services to this Contract, which is developed in accordance with NRS 538.226 and NAC 538.610; provided however, the CRCNV does not intend the administrative charge to result in any duplicative charges for the same services.

13.1.10 Other Charges: Contractor shall pay its appropriate share of any other applicable charges billed to the CRCNV in connection with Contractor's receipt of Electric Power under this Contract.

13.2 In addition to the charges set forth in 13.1, above, Contractor shall pay monthly for the following charges, if applicable:

13.2.1 Late charges that are assessed to the CRCNV by CRCNV's suppliers, or any other creditor, in connection with the services provided under this Contract;

13.2.2 Interest on unpaid balances assessed in accordance with section 13.6; and

13.2.3 Penalties assessed pursuant to section 13.6 of this Contract, if any.

13.3 In the performance of work hereunder, 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 the CRCNV's extraordinary labor in implementing the provisions of this contract with respect to that Contractor. If it is determined that such a separate extraordinary supplemental 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 21.

13.4 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 13 as each may be hereafter amended or supplemented will be included in a rates and charges schedule issued annually. Any change to the rates and charges shall be developed and implemented pursuant to the CRCNV's regulations.

13.5 Bills will be issued for services provided by the CRCNV in accordance with the procedures outlined in the SABPs. Bills issued by the CRCNV are due and payable by the Contractor, within twenty (20) Days after the invoice date.

13.6 For any invoice that is not paid in accordance with section 13.5, late charges and penalties may be imposed: (i) to compensate the CRCNV for late charges that are assessed to the CRCNV by third parties; and (ii) any other penalties or late charges, including fees and interest, approved by the Commission of the CRCNV.

13.7 Contractor agrees to comply with the CRCNV's creditworthiness and collateral requirements applied pursuant to NAC 538.744.

13.8 If the CRCNV determines that it will need working capital to implement the terms of this Contract or require pre-payment for all or a portion of the amounts owed under this Contract, as authorized under NAC 538.744, Staff will present periodically a CRCNV working capital and/or prepayment proposal to the Commission of the CRCNV for action at a meeting. Staff will provide Contractors with at least sixty (60) Days to review and comment upon the CRCNV working capital and/or prepayment proposal prior to seeking Commission approval.

13.9 If any portion of any bill described in this section 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.

13.10 The Contractor, at its own expense, shall have the right to review the books and records of the CRCNV, during the CRCNV's normal business hours, in order to ascertain the reasonableness and propriety of any charges due or billed under the provisions of this section.

**14. INTEGRATED RESOURCE PLANS (IRP).** Contractors are subject to certain IRP requirements implemented by WAPA, as set forth in NAC 538.530. The CRCNV is required to demonstrate that its Contractors are in compliance with WAPA's IRP requirements. Contractor shall provide to the CRCNV the information and reports which it needs to comply with WAPA's IRP requirements.

**15. REALLOCATION OF ALL OR A PORTION OF ELECTRIC POWER.**

15.1 Contractor may at any time make a written request to the CRCNV for reallocation of all or a reasonable portion of Contractor's Electric Power for the remaining duration of this Contract. Upon receiving a request for reallocation, the CRCNV shall seek to reallocate Contractor's Allocation as provided for in NAC Chapter 538.

15.2 The CRCNV reserves the right to not provide for any reallocation that it deems a financial risk to the State, or otherwise fails to meet the requirements of applicable statutes and regulations.

15.3 The CRCNV further reserves the right to prescribe termination payments or other mechanisms to protect against a fiscal impact to the CRCNV and/or the State.

15.4 Contractor shall remain responsible for all payments under this Contract unless and until a reallocation of Contractor's Electric Power and compliance with termination payments or other mechanisms prescribed by the CRCNV (if any), under subsection 15.3 above are complete.

15.5 If Contractor's Electric Power is reallocated in accordance with this section, and Contractor has complied fully with termination payments or other mechanisms prescribed by the CRCNV under subsection 15.3 above (if any), this Contract shall terminate on the date provided in written notice from the CRCNV. After termination of this Contract, Contractor shall have no further payment or other obligations under this Contract except for outstanding Contract payment obligations incurred prior to the reallocation.

**16. DEFAULT BY CONTRACTOR.** Subject to the CRCNV's regulations set forth at NAC 538.746, Contractor shall be in default, if any bill for Electric Power, or for any of the other charges applied under this Contract including but not limited to the charges set forth in section 13 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 Electric Power herein shall survive termination of this Contract unless and until the CRCNV reallocates or assigns Contractor's Allocation to other entities.

**17. NO RIGHT OF RENEWAL.** In 1993, the Nevada legislature passed an amendment to NRS 538.181 which granted a right of contract renewal to the CRCNV's customers who had a contract for the purchase of power from the Commission which was in effect on July 1, 1993. In 2004, the CRCNV executed Renewal Contracts with its then existing SLCAIP Contractors for delivery of power from October 1, 2004, through September 30, 2024, to satisfy the right given in that statute. The Contractor hereby expressly agrees that no provision of NRS 538.181 or of this Contract shall be construed, nor is any such provision intended, to entitle the Contractor in any manner to a renewal or extension of this Contract. Nothing in this subsection prevents the Contractor from applying for such a renewal or extension or for an allocation, or from receiving or accepting an offer of such a renewal, extension or allocation from the CRCNV, if the Contractor is eligible to do so under the then applicable statutes and/or regulations of the CRCNV.

**18. FORWARD CONTRACT.** The Parties acknowledge and agree that this Contract and the transactions contemplated by this Contract constitute a "forward contract" and that the CRCNV and Contractor are each "forward contract merchants" within the meaning of the United States Bankruptcy Code (11 U.S.C. § 101 et seq., as amended), and any successor statute.

**19. 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 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 of the Contractor shall be set forth in Exhibit 3. 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.

**20. EXHIBITS AND ATTACHMENTS MADE PART OF CONTRACT.** Exhibits 1 - 5 and Attachment 1 to Exhibit 1 are hereby made a part of this Contract with the same effect as if they had been expressly set forth herein. Exhibit 1 may be revised from time to time to state the amount of Allocated Capacity and Energy, Allocated Capacity and Energy Sharing Percent, Firm Transmission Capacity, and Transmission Loss Factor. Attachment 1 to Exhibit 1 may be revised from time to time to state the amount of AHP and WRP by season and by month. Exhibit 2 may be revised from time to time to state Point(s) of Delivery, Interconnection and Receipt. Exhibit 3 shall be revised and distributed by CRCNV upon receiving notice from Contractor changing its Authorized Representative. Exhibit 4 shall be revised and distributed by CRCNV upon receiving notice from Contractor changing its preferred Notice provisions. Exhibit 5 shall be revised and distributed by CRCNV as needed. The initial Exhibits and Attachments shall remain fully in effect until superseded by subsequent exhibits issued by the CRCNV in compliance with this Contract.

**21. DISPUTE RESOLUTION PROCESS.**

21.1 The Authorized Representatives of the Parties shall meet and confer to resolve any dispute within thirty (30) Days of notice by a Party 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.

21.2 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.

21.3 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.

## **22. NOTICES.**

22.1 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 person or sent by certified mail, postage prepaid, to the persons specified in Exhibit 4.

22.2 Either Party may at any time, by written notice to the other Party, update Exhibit 4 and designate different or additional persons or different addresses for the giving of notices, demands or requests hereunder.

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

**23. 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.

## **24. FORCE MAJEURE.**

24.1 No Party shall be considered to be in breach of this Contract to the extent that a failure to perform its obligations under this Contract is due to a Force Majeure cause or event. 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.



24.2 No Party shall be relieved by the operation of this section of any obligation to pay all of the charges set out in section 13.

24.3 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.

24.4 As used in this section 24, "Force Majeure" means 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 strike, labor disputes, a governmental rule, regulations, ordinance, statute, or interpretation, or fire, earthquake, or other natural calamity, civil commotion, failure or disruption of utility or governmental services.

**25. 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 3, 4, 5 and Attachment 1 to Exhibit 1.

**26. ACCESS TO BOOKS AND RECORDS.**

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

26.2 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 purchased by Contractor hereunder as well as related

contracts including the WAPA Transmission Agreement, with the right to make copies of those books and records, which access shall be provided in compliance with NRS Chapter 239.

## **27. GENERAL CONTRACT PROVISIONS.**

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

27.2 Reference to Section, Subsection, Paragraph, or Subparagraph. A reference to a section, subsection, paragraph, or subparagraph shall include all applicable subparts of such referenced section, subsection, paragraph, or subparagraph.

27.3 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.

27.4 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.

27.5 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 the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Contract.

27.6 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 to the nearest extent possible, to replace the provision declared invalid or prohibited, and amend this Contract to include such provision.

**27.7 Entire Agreement.** This Contract 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 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.

**27.8 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.

**27.9 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, by taking necessary action which may include amending this Contract or execution of ancillary agreements.

27.10 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.

27.11 Authority to Execute. Each individual 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 the Sale of Electric Power from the Salt Lake City Area Integrated Projects to be executed this 22 day of August 2019.

State of Nevada, acting by and through its

**COLORADO RIVER COMMISSION  
OF NEVADA**

Eric Witkoski 8-13-19  
Eric Witkoski Date  
Executive Director

Puoy P. Premont 8/13/19  
Puoy P. Premont Date  
Chairwoman

Approved as to form:

Christine Guerri-Nyhus 8/13/19  
Christine Guerri-Nyhus Date  
Special Counsel

**OVERTON POWER DISTRICT NO. 5**

Approved as to form:

Judy Metz May 15, 2019  
Judy Metz Date  
Board of Trustees, Chair

Byron L. Mills May 15, 2019  
Byron L. Mills Date  
Counsel

**Ratified and approved this**

22<sup>nd</sup> day of August, 2019.

STEVE SISOLAK  
Governor of the State of Nevada

## EXHIBIT 1

Contract No. P06-SLCESC

Effective October 1, 2024

### ALLOCATED CAPACITY AND ENERGY; PERCENT SHARING; TRANSMISSION CAPACITY; MINIMUM HOURLY DELIVERY; TRANSMISSION LOSS FACTOR

1. Allocated Capacity and Energy

Summer Season		Winter Season	
Capacity kW	Energy kWh	Capacity kW	Energy kWh
6,279	11,427,163	8,256	15,138,176

2. Allocated Capacity and Energy Sharing Percent: 30.11546391%

3. Transmission Capacity

Summer Season	Winter Season	
Capacity kW	Capacity kW	
6,279	8,256	CRSP Transmission
6,091	8,008	Parker-Davis Transmission

4. Transmission Loss Factor:

To Pinnacle Peak: WAPA Responsibility

Pinnacle Peak to Mead (Parker-Davis Transmission System): 3%

Mead to Southern Nevada Facilities: 0 %

# ATTACHMENT 1 TO EXHIBIT 1

Contract No. P06-SLCESC

Effective October 1, 2024

## Summer Season Monthly Capacity and Energy Table

Revision No. \_\_\_\_\_

Year: \_\_\_\_\_

### PEAK CAPACITY (Maximum kW)

	CROD	SHP	AHP	Available WRP	Requested WRP	Total Monthly Capacity	Minimum Capacity <sup>1</sup>	CDP <sup>2</sup>
April	6,279							
May	6,279							
June	6,279							
July	6,279							
Aug	6,279							
Sept	6,279							

### TOTAL ENERGY (kWh)

	SHP	AHP	Available WRP	WRP On-Peak	WRP Off-Peak	Total WRP Energy	Total Monthly Energy <sup>3</sup>
April	1,801,027						
May	1,610,887						
June	1,881,099						
July	2,082,315						
Aug	2,225,152						
Sept	1,826,683						
	11,427,163						

1. Minimum capacity is the minimum to be scheduled in any hour. The minimum is calculated monthly, based on the anticipated generation and water release patterns.

2. CDP Customers shall provide the transmission path that they are requesting capacity on, as follows:

3. CDP Capacity available is the difference between AHP capacity and the CROD in any hour.

4. Total Energy cannot exceed 100% load factor of CROD.

## Winter Season Monthly Capacity and Energy Table

Revision No. \_\_\_\_\_



Year: \_\_\_\_\_

**PEAK CAPACITY (Maximum kW)**

	CROD	SHP	AHP	Available WRP	Requested WRP	Total Monthly Capacity	Minimum Capacity <sup>1</sup>	CDP <sup>2</sup>
Oct	8,256							
Nov	8,256							
Dec	8,256							
Jan	8,256							
Feb	8,256							
March	8,256							

**TOTAL ENERGY (kWh)**

	SHP	AHP	Available WRP	WRP On-Peak	WRP Off-Peak	Total WRP Energy	Total Monthly Energy <sup>3</sup>
Oct	2,385,063						
Nov	2,172,770						
Dec	2,583,742						
Jan	2,760,037						
Feb	2,421,753						
March	2,814,811						
	15,138,176						

1. Minimum capacity is the minimum to be scheduled in any hour. The minimum is calculated monthly, based on the anticipated generation and water release patterns.

2. CDP Customers shall provide the transmission path that they are requesting capacity on, as follows:

\_\_\_\_\_.

3. CDP Capacity available is the difference between AHP capacity and the CROD in any hour.

4. Total Energy cannot exceed 100% load factor of CROD.

EXHIBIT 2  
Contract No. P06-SLCESC  
Effective October 1, 2024

**POINTS OF DELIVERY AND VOLTAGE**

1. WAPA Designated Point of Delivery and Voltage: Pinnacle Peak / 230 Kv
2. Parker-Davis Point(s) of Delivery and Voltage: Mead Substation / 230 Kv
3. Parker-Davis Southern Nevada Facilities Point(s) of Delivery and Voltage:

Amargosa Substation / 230 kV - 138 Kv

Boulder City Tap / 230 kV

Basic Substation / 230 kV

Clark Tie / 230 kV

**EXHIBIT 3**

**Contract No. P06-SLCESC**

**AUTHORIZED REPRESENTATIVES**

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

Authorized Representatives and alternates as follows:

	<b>AUTHORIZED REPRESENTATIVE</b>	<b>ALTERNATE</b>
<b>Colorado River Commission of Nevada</b>	Eric Witkoski; Executive Director	Gail Bates, Deputy Director Energy Services
<b>Overton Power District # 5</b>	Mendis Cooper, General Manager	Terry Romero, Assistant General Manager

EXHIBIT 4  
Contract No. P06-SLCESC  
**NOTICES**

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

1. 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](mailto:CRCPower@crc.nv.gov).

2. All notices and official communications sent to the Contractor should be sent to:

**Overton Power District # 5**  
P.O. Box 395  
Overton, NV 89040

Attn: General Manager

Email: [coop@opd5.com](mailto:coop@opd5.com)

EXHIBIT 5

Contract No. P06-SLCESC

Effective October 1, 2024

**CRCNV CONTRACTOR DESIGNATION**

1. CRCNV Electric Utility Contractors:

City of Boulder City

Overton Power District No. 5

Valley Electric Association, Inc.

2. CRCNV Non-Electric Utility Contractors: None

**EXHIBIT 2**  
**WAPA TRANSMISSION AGREEMENT**

**EXHIBIT 2**  
**WAPA TRANSMISSION AGREEMENT**

**See Agenda Item D  
for WAPA Transmission  
Agreement**



**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM G  
FOR MEETING OF SEPTEMBER 10, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve Amendment No. 1 to Contract No. P08-SLCESC between the Colorado River Commission of Nevada and Valley Electric Association, Inc. for the Sale of Electric Power from the Salt Lake City Area Integrated Projects from October 1, 2024, through September 30, 2057.

**RELATED TO AGENDA ITEM:**  
Item D.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**  
None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background of Contract**

In August 2019, the Colorado River Commission of Nevada (Commission or CRCNV) approved Contract No. P08-SLCESC with Valley Electric Association, Inc. for hydropower from the Salt Lake City Area Integrated Project or SLCAIP that provides for electric power services beginning October 1, 2024, and will last until September 30, 2057. The Contract No. P08-SLCESC provides:

“6.3.3 The CRCNV and the Contractor will enter into the CRCNV SLCAIP Transmission Agreement for the Contractor to take and pay for transmission service from Pinnacle Peak to one or more of the P-DP delivery points prior to June 1, 2024.”

To meet the above requirement, the Commission needed to enter into a transmission agreement with the Western Area Power Administration (WAPA) to obtain the necessary transmission from Pinnacle Peak in Northern Arizona to Mead Substation in Southern Nevada. WAPA provided the first draft of the transmission agreement late this summer. Staff negotiated the agreement with WAPA and it is presented to the Commission for approval in Agenda Item D.

After reviewing the matter, Staff determined that it was not necessary to enter into a separate transmission agreement with each of its SLCAIP contractors, to be able to pass on charges incurred by the Commission under the transmission agreement with WAPA. Instead, Staff has proposed Amendment No. 1 for each respective SLCAIP contract that will delete Section 6.3.3 cited above and revise Section 13.1.3 of the Contract as follows:

13.1.3 A charge for transmission capacity on the Parker-Davis System as furnished by WAPA in accordance with the WAPA Transmission Agreement.

The new provision above, provided by Amendment No. 1, will allow the Commission to pass on the charge of the transmission capacity on the Parker Davis System charged by WAPA to the Commission to the respective contractor of SLCAIP hydropower.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM G  
FOR MEETING OF SEPTEMBER 10, 2024**

**B. Staff's Recommendation**

Staff recommends the Commission approve Amendment No. 1 to Contract No. P08-SLCESC and authorize the Executive Director to sign it on behalf of the Commission.

**AMENDMENT NO. 1  
TO CONTRACT NO. P08-SLCESC  
BETWEEN THE  
COLORADO RIVER COMMISSION OF NEVADA  
AND  
VALLEY ELECTRIC ASSOCIATION, INC.  
FOR THE  
SALE OF ELECTRIC POWER FROM THE  
SALT LAKE CITY AREA INTEGRATED PROJECTS**

This AMENDMENT NO. 1 TO CONTRACT FOR THE SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA INTEGRATED PROJECTS (hereinafter “Amendment No. 1”) is made by and between the State of Nevada, acting by and through its Colorado River Commission of Nevada (hereinafter “CRCNV”) and Valley Electric Association, Inc., a corporation organized under the laws of the State of Nevada (hereinafter “CONTRACTOR”). Unless otherwise provided, capitalized terms used herein have the meanings set forth in the CONTRACT FOR THE SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA INTEGRATED PROJECTS, CONTRACT NO. P08-SLCESC (the “Contract”). The Contract is attached hereto at Exhibit 1 and is incorporated herein in its entirety.

Whereas the Contract states WAPA and the CRCNV will enter into an agreement to provide firm transmission service from Pinnacle Peak to Parker Davis points of delivery for transmission service commencing October 1, 2024 referred to as the WAPA Transmission Agreement.

Whereas WAPA and the CRCNV entered into the WAPA Transmission Agreement.

Now therefore, in consideration of mutual covenants contained herein, the Contract is amended as follows.

1. The WAPA Transmission Agreement defined by Section 3.44 of the Contract shall refer to Contract No. 24-DSR-13350 attached hereto at Exhibit 2.
2. Section 4.2.2.1 of the Contract contains a condition precedent to the CRCNV’s obligations under the Contract. Section 4.2.2.1 is hereby deleted in its entirety.
3. Section 6.3.3 of the Contract requires the Parties to enter into a transmission agreement. This requirement is no longer necessary. Section 6.3.3 is hereby deleted in its entirety.
4. Section 13.1.3 of the Contract is amended to read as follows:

13.1.3 A charge for transmission capacity on the Parker-Davis System as furnished by WAPA in accordance with the WAPA Transmission Agreement.



**EXHIBIT 1**  
**CONTRACT FOR THE SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA**  
**INTEGRATED PROJECTS, CONTRACT NO. P08-SLCESC**

**Exhibit 1  
of**

**AMENDMENT NO. 1  
TO CONTRACT NO. P08-SLCESC  
BETWEEN THE  
COLORADO RIVER COMMISSION OF NEVADA  
AND  
VALLEY ELECTRIC ASSOCIATION, INC.  
FOR THE  
SALE OF ELECTRIC POWER FROM THE  
SALT LAKE CITY AREA INTEGRATED PROJECTS**

**STATE OF NEVADA**  
**COLORADO RIVER COMMISSION OF NEVADA**



**Contract No. P08-SLCESC**

**between the**

**COLORADO RIVER COMMISSION OF NEVADA**

**and**

**VALLEY ELECTRIC ASSOCIATION, INC.**

**for the**

**SALE OF ELECTRIC POWER FROM THE  
SALT LAKE CITY AREA INTEGRATED PROJECTS**

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1. **PREAMBLE.** This CONTRACT FOR SALE OF ELECTRIC POWER FROM THE SALT LAKE CITY AREA INTEGRATED PROJECT, hereinafter referred to as the "Contract," is made by and between the State of Nevada, acting by and through its **COLORADO RIVER COMMISSION of NEVADA**, hereinafter referred to as the CRCNV or the Commission, created by and existing pursuant to state law, the CRCNV acting both as principal in its own behalf and as an agent in behalf of the state, and **VALLEY ELECTRIC ASSOCIATION, INC.**, a corporation organized under the laws of the State of Nevada, its successors and assigns, hereinafter referred to as the CONTRACTOR, each sometimes hereinafter individually called "Party", and both sometimes hereinafter collectively called "Parties."

2. **EXPLANATORY RECITALS.**

2.1 The United States Bureau of Reclamation (Reclamation) operates certain Federal hydroelectric facilities known as the Collbran Project, Rio Grande Project, and the Colorado River Storage Project.

2.2 The Western Area Power Administration (WAPA) refers to the hydroelectric facilities of the Collbran Project, Rio Grande Project, and the Colorado River Storage Project collectively as the Salt Lake City Area Integrated Projects, hereinafter called "SLCA Integrated Projects" or "SLCAIP."

2.3 WAPA markets and transmits hydroelectric power generated at the SLCA Integrated Projects pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved February 25, 1905 (33 Stat. 814), the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), the Flood Control Act of December 22, 1944 (58 Stat. 887), the Act of Congress approved July 3, 1952 (66 Stat. 325), the Act of Congress approved April 11, 1956 (70 Stat. 105), the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory or supplementary to the foregoing Acts by the United States of America.

2.4 Existing contracts between WAPA and the CRCNV for the hydroelectric power generated at the SLCA Integrated Projects expire on September 30, 2024. WAPA published its Proposed 2025 Marketing Plan on December 16, 2015 (80 FR 78222), for the marketing of SLCA Integrated Projects' hydroelectric power and energy for a period beginning October 1, 2024.

2.5 In the Federal Register dated November 29, 2016, (81 FR 85946), WAPA announced its Final 2025 Salt Lake City Area Integrated Projects Marketing Plan extending existing capacity and energy allocations to existing Contractors of SLCA Integrated Projects, including the CRCNV, while recognizing additional project development may occur in future years. It also provided for establishing a new Firm Electric Service contract based upon the existing SLCA Integrated Projects contract.

2.6 WAPA will deliver SLCAIP power to Pinnacle Peak. WAPA and the CRCNV intend to enter into a separate firm transmission service contract from Pinnacle Peak to Parker Davis points of delivery, for transmission service commencing October 1, 2024 (the "WAPA Transmission Agreement"). The WAPA Transmission Agreement will provide for transmission service to be provided for the full amount of the CRCNV's SLCA Integrated Projects allocation and paid at the Parker-Davis Firm Transmission Rate in effect at the time service is taken.

2.7 Pursuant to NRS 538.161 and 538.181, the CRCNV has the authority to hold and administer the State's rights to distribution of power from the SLCA Integrated Projects, and to represent and act for the State of Nevada in contracting for electric power "for the greatest possible benefit to this state."

2.8 The CRCNV is executing a contract with WAPA for post 2024 SLCA Integrated Projects power and on February 13, 2019 the Commission of the CRCNV issued its Order allocating Nevada's share of the power from the SLCA Integrated Projects, pursuant to NRS and NAC chapter 538 to its Contractors.

2.9 The Contractor, herein, desires to purchase SLCA Integrated Projects power from the CRCNV beginning October 1, 2024.

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

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

3.1 Allocated Capacity: The capacity from the SLCA Integrated Projects allocated to the Contractor by the CRCNV in this Contract and shown in Exhibit 1.

3.2 Allocated Energy: The energy from the SLCA Integrated Projects allocated to the Contractor by the CRCNV in this Contract and shown in Exhibit 1.

3.3 Allocated Transmission Capacity: The transmission capacity from the Parker-Davis System needed by Contractor to deliver Allocated Capacity and Allocated Energy under this Contract.

3.4 Available Hydro Power (AHP): is the maximum amount of hydroelectric capacity and energy that will be made available to the Contractor monthly as determined by the CRCNV pursuant to WAPA's calculations based on prevailing water release conditions.

3.5 AHP Capacity: The amount of capacity, expressed in kilowatts ("KW"), which are available to the Contractor under this Contract for scheduling each month.

3.6 AHP Energy: The amounts of energy, expressed in kilowatt-hours ("KWH"), which are available to the Contractor under this Contract for scheduling each month.

3.7 Authorized Representative: A representative of a Party designated as an Authorized Representative in accordance with section 19 and identified in Exhibit 3.

3.8 Balancing Authority (BA): The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balancing within a balancing authority area, supports interconnection frequency and other ancillary services in real time.

3.9 Balancing Authority Area (BAA): The area in which integrated generation and transmission facilities are controlled by a Balancing Authority.

3.10 Billing Period: The period beginning on the first Day of any calendar month and extending through the last Day of any calendar month during the term of this Contract.

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

3.12 Contractor: The Party identified in the Preamble that has a fully executed contract with the CRCNV for SLCA Integrated Projects power.

3.13 Contract Rate of Delivery (CROD): The maximum level of long-term capacity that the Contractor is entitled to receive in each Season as set forth in Section 5.3 and in Exhibit 1 of this Contract. The CROD is the Contractor's allocated share of the SLCA Integrated Projects marketing commitment level established for each Season through the term of this Contract. CROD is met first with the Contractor's AHP, and then with Customer Displacement Power or Western Replacement Power, or a combination thereof.

3.14 CRCNV: The Colorado River Commission of Nevada.

3.15 Contractor Displacement Power (CDP): The amount of supplemental power acquired or generated by the Contractor on its own behalf, or by a third party on behalf of Contractor, which if provided by Contractor under Section 5.7 may be used, as required, as part of the Contractor's CROD and Monthly Energy within a given period.

3.16 CRCNV Electric Utility Contractor: A Contractor that is listed as a CRCNV Electric Utility Contractor in Exhibit 5.

3.17 CRCNV Contractor that is not an Electric Utility: A Contractor that is listed as a CRCNV Contractor that is not an Electric Utility in Exhibit 5.

3.18 CRCNV Interconnection Agreement: The Agreement between the Contractor and the CRCNV to provide continuous or backup transmission service over the Parker-Davis Project Southern Nevada Facilities, or a direct interconnection to the Parker-Davis Project Southern Nevada Facilities.

3.19 CRCNV Scheduling, Accounting and Billing Procedures (CRCNV SABPs): The CRCNV's scheduling, accounting and billing procedures dated as of October 1, 2018, developed in accordance with NAC Chapter 538 and revised from time to time.

3.20 CRCNV SLCAIP Transmission Agreement: The Agreement between the CRCNV and the Contractor to take and pay for transmission service from Pinnacle Peak on the SLCAIP Transmission system, to one or more of the southern Nevada delivery points on the Parker-Davis Project Southern Nevada Facilities.

3.21 Day: A calendar day.

3.22 Electric Power: The electric capacity and energy that the CRCNV provides to Contractor under this Contract.

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

of the foregoing. Where practicable, such Environmental Attributes (such as renewable energy credits) shall be expressed in megawatt hours (MWh), with one (1) MWh of Environmental Attributes produced for each one (1) MWh of energy generated by the renewable energy resource.

3.24 Fiscal Year: The twelve (12) month period so designated by federal law, currently commencing October 1 of each year.

3.25 Lay Off Power: Electric Power made available temporarily to the CRCNV from a Contractor that is unable to use a portion of its allocation.

3.26 Long-Term Western Replacement Power (Long-Term WRP): WAPA Replacement Power acquired by the CRCNV, on behalf of the Contractor and at the Contractor's expense, for a specified period of at least one year pursuant to subsection 5.6, which may be used, as required, as part of the Contractor's AHP within a given period.

3.27 Minimum Hourly Delivery: The minimum amounts of capacity which the Contractor must accept each hour of each month of each season, unless modified pursuant to paragraph 6.5.2.

3.28 Monthly Energy: the maximum quantity of total firm energy expressed in kilowatt-hours (kWh) that WAPA is committed to deliver and the Contractor is entitled to receive each month including AHP, WRP, and CDP.

3.29 NAC: Nevada Administrative Code.

3.30 NRS: Nevada Revised Statutes.

3.31 Parties or Party: Parties means collectively the CRCNV and the Contractor, and each of the CRCNV or the Contractor is a Party.



3.32 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 Mead-Arizona/Nevada (States) Switchyard 230-kV Transmission Line; and any additions, upgrades or betterments that become an integral part of the Southern Nevada Facilities.

3.33 Points of Delivery: The point(s) identified in Exhibit 2 at which Electric Power is delivered to the Contractor or the Contractor's agent.

3.34 Scheduling Entity: The entity responsible for scheduling Contractor's Electric Power to serve load that is designated in accordance with subsection 6.2.

3.35 Season or Seasonal: Summer or Winter Season.

3.36 Seasonal Western Replacement Power (Seasonal WRP): WAPA Seasonal Replacement Power acquired by the CRCNV, on behalf of the Contractor and at the Contractor's expense, during a Season or shorter period of time, pursuant to Section 5.6, which will be used, as required, as part of the Contractor's AHP within a given period.

3.37 SLCA Integrated Projects or SLCAIP: The Salt Lake City Area Integrated Projects presently composed of the Collbran, Rio Grande, and the Colorado River Storage projects operated by the United States Bureau of Reclamation and marketed and transmitted by the United States Department of Energy through the Western Area Power Administration.

3.38 Summer Season: The six (6) month period from the first day of the April billing period through the last day of the September billing period of any calendar year.

3.39 Staff: Staff of the CRCNV.

3.40 State: The state of Nevada.



3.41 Sustainable Hydropower (SHP): is a level of long-term operable SLCA Integrated Projects hydroelectric capacity with energy projected at an acceptable risk level by WAPA.

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

3.43 WAPA Scheduling, Accounting and Billing Procedures (WAPA SABPs): WAPA's Scheduling, Accounting and Billing procedures.

3.44 WAPA Transmission Agreement: The Agreement WAPA and the CRCNV intend to enter into to provide firm transmission service from Pinnacle Peak to Parker Davis points of delivery, for transmission service commencing October 1, 2024.

3.45 Western Replacement Power (WRP): The supplemental power requested by the Contractor to be acquired by the CRCNV from WAPA pursuant to the CRCNV's SLCAIP Contract, on behalf of the Contractor and at the Contractor's expense, as part of the Contractor's AHP within a given period in accordance with subsections 5.5 and 5.6. The term includes both Seasonal WRP and/or Long- Term WRP.

3.46 Winter Season: The six (6) month period from the first day of the October billing period of any calendar year through the last day of the March billing period of the following calendar year.

#### **4. TERM OF CONTRACT.**

4.1 Effective Date. This Contract shall become effective when executed, for Electric Power to be delivered beginning on October 1, 2024.

4.2 Conditions Precedent:

4.2.1 A condition precedent to the Contractor's obligations under this Contract is the existence of the valid, binding and effective WAPA Transmission Agreement or other suitable transmission arrangement.

4.2.2 Conditions precedent to CRCNV's obligations under this Contract are:

4.2.2.1 Contractor must enter into a new contract, prior to June 1, 2024, with the CRCNV to take and pay for transmission service from Pinnacle Peak, to one or more of the southern Nevada delivery points on the P-DP SNF.

4.2.2.2 A Contractor utilizing continuous or backup transmission service over the P-DP SNF, or a Contractor directly interconnected to the P-DP SNF, must enter into a contract with the CRCNV to take and pay for service over those facilities prior to June 1, 2024 for power deliveries beginning on October 1, 2024.

4.3 Term of Contract. This Contract shall remain in effect through September 30, 2057 unless this Contract is terminated earlier as provided in sections 16 and 17.

## **5. ELECTRIC POWER TO BE FURNISHED.**

5.1 Delivery and Acceptance of Electric Power. The CRCNV shall provide, and Contractor shall accept, Electric Power, in accordance with the terms of this Contract, at the Point(s) of Delivery and voltage(s) identified in Exhibit 2, subject to the transmission arrangements and operational requirements applied pursuant to the CRCNV's regulations and the requirements set forth in this Contract.

### **5.2 Allocated Capacity, Allocated Energy and Allocated Transmission Capacity.**

5.2.1 The Contractor's amounts of Allocated Capacity and Allocated Energy are shown by seasons in Exhibit 1.

5.2.2 The Contractor's expected amounts of Allocated Transmission Capacity are shown by seasons in Attachment 1 to Exhibit 1.

5.3 Availability of Electric Power and Transmission Capacity. The availability of Electric Power to the Contractor under this Contract is subject to the delivery of Electric Power and the availability of Transmission Capacity to the CRCNV under the CRCNV's SLCAIP Contract.

5.3.1 The CRCNV may revise the amount of the Contractor's Allocated Capacity and/or Allocated Energy due to changes in the CRCNV's CROD or SHP by WAPA. The CRCNV shall notify the Contractor as soon as practicable after any change is provided to the CRCNV by WAPA.

5.3.2 The CRCNV will revise the Allocated Capacity and/or Allocated Energy on a pro-rata basis based on the Contractor's sharing percentage shown in Exhibit 1.

5.3.3 If the Allocated Capacity and Allocated Energy are changed in accordance with Section 5.3.1, the CRCNV will provide a revised Exhibit 1.

5.4 Contractor's Available Hydro Power (AHP). The CRCNV shall determine the Contractor's AHP in any Billing Period by multiplying the Contractor's Capacity and Energy sharing percentage shown in Exhibit 1 by the amount of the CRCNV's Available Hydro Power received by the CRCNV from WAPA for that period under the CRCNV's SLCAIP Contract.

5.4.1 The Contractor's amounts of AHP shall be as set forth in an Attachment 1 to Exhibit 1 which will be revised for each period.

5.4.2. If WAPA increases or reduces the amount of the CRCNV's AHP, the CRCNV shall increase or reduce the Contractor's AHP correspondingly on a pro-rata basis. The CRCNV will provide a notification, as soon as practicable, to the Contractor of such changes in AHP and will revise Attachment 1 to Exhibit 1.

5.5 Acquisition of Western Replacement Power or Contractor Displacement Power. The CRCNV shall notify the Contractor as soon as practicable after the information is provided to the CRCNV by WAPA, of the maximum amount of hydroelectric capacity and energy from the SLCA Integrated Projects that will be made available to the CRCNV in the upcoming season under the CRCNV's SLCAIP Contract. If the amount of that capacity and energy, is less than an amount equal to the Contractor's Allocated Capacity and Allocated Energy; the Contractor may purchase Seasonal WRP, or Long-Term WRP or acquire Contractor Displacement Power.

5.6 Western Replacement Power (WRP). The procedure for purchasing Seasonal or Long Term WRP is provided in this subsection and CRCNV's SABPs.

5.6.1 The notice of AHP provided to the Contractor pursuant to subsection 5.5 will contain WAPA's estimated rate for the cost of purchasing either Seasonal or Long Term WRP.

5.6.2 If the Contractor requests the CRCNV to purchase Seasonal or Long Term WRP from WAPA, the Contractor shall, by the deadline specified by the CRCNV, provide in writing the amount of Seasonal or Long Term WRP, requested by month and provide authorization for the CRCNV to purchase WRP on its behalf for the requested time period. For Long Term WRP, the Contractor must specify the maximum rate it would be willing to pay for the Long Term WRP.

5.6.3 The amount of the capacity and energy components of Seasonal and/or Long Term WRP for a particular time period, when combined with all other available capacity and energy must not exceed the Contractor's Allocated Capacity, under this contract, for that time period.

5.6.4 The Contractor's written authorization constitutes a commitment by the Contractor to pay the cost of the Seasonal, and/or Long Term WRP.

5.6.5 Upon receipt of the written authorization for WRP from the Contractor, the CRCNV shall attempt to purchase the requested WRP from WAPA. If the power is not available for purchase from WAPA under essentially the same terms as anticipated, the CRCNV shall notify the Contractor as soon as practicable. The Contractor may then rescind its request for WRP upon immediate written notification to the CRCNV in accordance with the time frames provided.

5.6.6 Advancement of Funds for WRP. If WAPA requires an advancement of funds for WRP, the CRCNV shall notify and invoice the Contractor for the advance payment. Payment by the Contractor will be due by the date indicated on the invoice.

5.6.7 If requested by the Contractor, the CRCNV shall attempt to sell any energy associated with Long-Term WRP that is more than the Contractor's needs. If the CRCNV sells that energy, the CRCNV shall credit the Contractor's charges for Long-Term WRP with any money obtained, less the CRCNV's costs, if any, to provide this service.

5.7 Contractor Displacement Power (CDP). The procedure for utilizing Contractor Displacement Power is provided in this subsection.

5.7.1 The Contractor may, individually or in association with other Contractors, furnish notice to the CRCNV that it wishes to provide to the CRCNV, for delivery to the Contractor, CDP for a portion or all of the power, above the Contractor's Available Hydro Power and Western Replacement Power, needed up to the Contractor's Allocated Capacity and for which it has not otherwise provided authorization for WRP.

5.7.2 The notice required by paragraph 5.7.1, must contain the source and point of receipt of power; the amount of power to be provided; the initial month of delivery; the commitment length, which can be no longer than the Contractor's commitment to the resource designated at WAPA's point of receipt; the

designation of the scheduling entity; any prescheduling and scheduling requirements and restrictions; and any other pertinent information requested by the CRCNV. The CRCNV shall forward the notice to WAPA, and WAPA will determine its ability to accept the CDP for delivery to the CRCNV in accordance with applicable provisions of the CRCNV's SLCAIP Contract. The CRCNV shall notify the Contractor of that determination.

5.7.3 The Contractor may request a change or modification to the sources or conditions of CDP at any time prior to or during a season by notifying the CRCNV.

5.7.4 The Contractor is responsible for making all arrangements necessary for the acquisition or generation of CDP and for the provision of that power to WAPA and the CRCNV for delivery to the Contractor. The Contractor is responsible for all costs associated with those arrangements. The CRCNV is not responsible for firming CDP purchases made by the Contractor.

5.8 Operating Reserves: To the extent that the CDP or WRP acquired by or for the Contractor from a third-party purchase includes the provision of spinning or supplemental reserves, the CRCNV shall, upon agreement by the BAA, allow the Contractor to claim such reserves from any unscheduled portion of CDP or WRP.

## **6. CONDITIONS OF DELIVERY OF ELECTRIC POWER.**

### **6.1 Principles of Use:**

6.1.1 Contractor will, in its use of Electric Power provided under this Contract, comply with the CRCNV's regulations set forth in NAC chapter 538 and with the CRCNV SABPs.

6.1.2 Contractor transactions with independent system operators, regional transmission organizations and BAs, and their successor organizations, shall not constitute resale under NAC 538.540.

6.1.3 With the prior approval of the Commission of the CRCNV, Contractor may, subject to the provisions of this section and NAC chapter 538, also engage in transactions that pertain to this Contract with an entity or entities other than the entities listed in 6.1.2 above, that coordinate, control, monitor, or support operations of, or act as a marketplace operator in wholesale power for, or procure products and services on behalf of, any such entity.

6.1.4 Each Contractor that is not a CRCNV Electric Utility Contractor may only share, resell or pool Electric Power, or lease or change the point of use of Electric Power, with the prior approval of the Commission, as required by NAC 538.540(1).

6.1.5 At the request of Staff, each CRCNV Electric Utility Contractor must provide information demonstrating that it uses the full Electric Power resource available to Contractor under this Contract, as required by NAC 538.540(3).

## 6.2 Scheduling.

6.2.1 Scheduling Entity. The Authorized Representative of a Contractor shall provide ninety (90) days' prior written notification to the CRCNV, of the Contractor's designation of a Scheduling Entity that will be responsible for scheduling the Contractor's Electric Power.

6.2.1.1 Any change or designation of a Scheduling Entity is subject to approval by Staff and WAPA.

6.2.1.2 As a condition of a designation, or continued retention, of a Scheduling Entity, the Scheduling Entity must agree to follow WAPA's SABPs and the CRCNV's SABPs, including changes thereto.

6.2.1.3 Any change in Scheduling Entity becomes effective at the beginning of a Billing Period.

6.2.1.4 Any costs associated with the scheduling of the Contractor's Electric Power will be borne by the Contractor.

6.2.1.5 If Contractor does not timely designate or change its Scheduling Entity in compliance with the CRCNV's requirements, then that Contractor's Scheduling Entity will be the entity designated by Staff.

6.2.2 CRCNV Review of Schedules. Copies of schedules and schedule changes submitted by the Contractor's SE to WAPA shall be provided to the CRCNV. The CRCNV reserves the right to require that the Contractor modify its schedules to correct scheduling errors or to respond to operating directives from WAPA.

### 6.3 Transmission.

6.3.1 Electric Power furnished under this Contract is provided at Pinnacle Peak Substation in accordance with the CRCNV's SLCAIP contract with WAPA.

6.3.2 The CRCNV expects to enter into the Transmission Agreement to provide transmission service to the Contractor over the Parker-Davis Transmission System from Pinnacle Peak to the Parker-Davis Point(s) of Delivery listed in Exhibit 2, for the full amount of the Contractor's Allocated Capacity at the Parker-Davis Firm Transmission Rate.

6.3.3 The CRCNV and the Contractor will enter into the CRCNV SLCAIP Transmission Agreement for the Contractor to take and pay for transmission service from Pinnacle Peak to one or more of the P-DP delivery points prior to June 1, 2024.

6.3.4 The CRCNV and Contractor will enter into the CRCNV Interconnection Agreement to provide continuous or backup transmission service over the P-DP SNF, or if there is a direct interconnection to the P-DP SNF prior to June 1, 2024.



6.3.5 The transmission of Electric Power, including costs and losses, to effectuate the delivery of Electric Power beyond the Parker-Davis Point(s) of Delivery shown in Exhibit 2, is the responsibility of the Contractor.

6.3.6 Any transmission in excess of the Contractor's Allocated Capacity, including costs and losses, is the responsibility of the Contractor. To the extent that actual Contractor's AHP, combined with the sum of contractual commitments by the Contractor for the acquisition of WRP and CDP, result in capacity greater than the Contractor's Allocated Capacity, it is the Contractor's responsibility to arrange for transmission and delivery of any WRP and/or CDP above the Contractor's Allocated Capacity. Additionally, the Contractor shall independently arrange for delivery to itself of all CDP over and above CDP accepted by WAPA for delivery to the CRCNV pursuant to subsection 5.7.

6.3.7 Any contract for the transmission of Electric Power entered into by the Contractor must be provided to the CRCNV so that the CRCNV is made aware of losses between the Parker-Davis Point(s) of Delivery shown in Exhibit 2 and the Contractor's point(s) of measurement set forth in the WAPA's SABPs.

6.3.8 Contractor may request additional Points of Interconnection and/or Points of Delivery on the Parker-Davis Transmission System. The CRCNV will submit a request to WAPA to establish additional Points of Interconnection and/or Points of Delivery and with written consent of the Contractor, enter into necessary agreements with WAPA to establish the requested Point of Interconnection and/or Point of Delivery. The Contractor will be responsible for the actual costs of establishing the Point of Interconnection and/or Point of Delivery including, but not limited to, study costs, equipment costs, or labor costs, as may be imposed by WAPA, CRCNV or other entities.

#### 6.4 Transmission System Losses.

6.4.1 Losses on the Parker-Davis System are expressed as a percentage of Electric Power scheduled to be received at the Point(s) of Delivery for transmission over the Parker-Davis System, as shown in Exhibit 2. As a result, the Contractor's AHP will be reduced by the loss percentage determined by WAPA.

6.4.2 Transmission system losses are reviewed periodically, and the loss adjustment factor is subject to change.

6.4.3 Transmission system losses in the delivery of Electric Power under this Contract will be established as follows:

6.4.3.1 Any transmission losses incurred in the delivery of AHP to Pinnacle Peak shall be the responsibility of WAPA.

6.4.3.2 Any transmission losses incurred in the delivery of AHP from Pinnacle Peak to the Point(s) of Delivery described in Exhibit 2 shall be the responsibility of the Contractor.

6.4.3.2 Losses in the delivery of WRP and/or CDP shall be the responsibility of the Contractor.

#### 6.5 Delivery.

6.5.1 Point(s) of Delivery. The CRCNV shall furnish and deliver or have delivered, the Contractor's Electric Power at the Parker-Davis Point(s) of Delivery and Voltage(s) shown in Exhibit 2. If any of those Parker-Davis Point(s) of Delivery and Voltage(s) becomes inoperable as a point of delivery of the Contractor's Electric Power, the Contractor is responsible to identify an alternative Parker-Davis Point(s) of Delivery and Voltage(s) that is acceptable to the CRCNV and WAPA. Any cost associated with obtaining Electric Power at points of delivery or voltages other than those shown in Exhibit 2 is the obligation of the Contractor.

6.5.2 Minimum Hourly Delivery. Except as provided in this paragraph, the Minimum Hourly Delivery is the Contractor's total load or 35 percent of the Contractor's Allocated Capacity, whichever is less. From time to time, the CRCNV, in consultation with its Contractors, may reevaluate and revise the required Minimum Hourly Delivery. Upon the request of the Contractor, the requirement for a Minimum Hourly Delivery may be waived by the CRCNV if operating conditions permit.

6.5.3 Maximum Rate of Delivery. Subject to the provisions of subsection 5.2, the CRCNV shall furnish, and the Contractor is entitled to receive, capacity in any Billing Period up to the Contractor's Allocated Capacity for that period and an amount of energy in any Billing Period up to the Contractor's Monthly Energy for that period.

6.5.4 Power Factor. The Contractor shall maintain the power factor specified in WAPA's rate schedules or WAPA's General Power Contract Provisions whichever is more stringent. If the Contractor does not comply with the applicable power factor standard, the CRCNV may, after giving the Contractor 80 Days to correct the condition or such additional time as the CRCNV deems warranted by the circumstances, make delivery system improvements associated with the power factor correction at the Contractor's expense. The CRCNV will not make such improvements unless it is required to do so to meet power factor standards applied by WAPA under the CRCNV's SLCAIP Contract. If the CRCNV is required to pay for a delivery system improvement associated with a power factor correction on the system of its transmission agents which are attributable to conditions on the system of the Contractor, the Contractor shall pay for the cost of the improvement.

6.6 Agreements with Third Parties. It is the Contractor's responsibility to effectuate agreements with any third party or parties which may be necessary to enable the Contractor to accept deliveries of Electric Power hereunder.

**7. METERING.** The point(s) of measurement, metering voltage(s), and ownership of metering equipment shall be set forth in the WAPA SABPs. Insofar as the Electric Power delivered hereunder may be measured at point(s) and/or voltage(s) other than the Designated Point(s) of Delivery, the measured amount(s) may be adjusted for losses between the Designated Point(s) of Delivery and the point(s) of measurement as set forth in the WAPA SABPs.

**8. LAY OFF PROVISIONS.** If Contractor is temporarily unable to use all or part of Contractor's allocation of Electric Power, Staff may lay off such Power, pursuant to NAC 538.510. Contractor may propose another SLCAIP Contractor to receive the Lay Off Power. No other Contractor shall be obligated to accept any Lay Off Power. Staff will make all reasonable efforts to lay off all or part of the power which is the subject of the layoff, in accordance with the procedures outlined in the CRCNV SABPs and any applicable agreements previously approved by the Commission, and as follows:

8.1 The maximum asking price set by Staff for Layoff Power will include no more than the charges set forth in section 13 of this Contract, unless such charges are paid by the Contractor that is laying off the power.

8.2 All applicable charges not paid by the purchaser of Lay Off Power remain the responsibility of the Contractor laying off the power and shall be offset by the money received by the CRCNV from the layoff of the power.

8.3 If Staff is unable to lay off power to other SLCAIP Contractors or to another entity, Staff will request that WAPA attempt to lay off this power, and the amount owed by the Contractor laying off the power will be offset by the money received by the CRCNV from WAPA.

8.4 Any failure of the CRCNV, in whole or in part, to arrange for the layoff of power, or to obtain the maximum asking price set by the CRCNV for that power, does not relieve the

Contractor of its obligation to pay the CRCNV for the full amount of power scheduled, whether it is delivered to the Contractor or to others.

**9. EXCHANGE.** At the request of Contractor, the CRCNV may exchange Electric Power available to Contractor under this Contract with resources otherwise available to the CRCNV. Participation in exchanges of Electric Power is strictly voluntary for the Parties.

**10. ALLOCATION REDUCTION IN THE EVENT CONTRACTOR FAILS TO USE ITS ALLOCATION.** Except as otherwise provided in this section, if Contractor does not use the full power resource available under its allocation set forth in Exhibit 1 for three (3) consecutive Fiscal Years, the CRCNV, after notifying Contractor and reviewing comments, if any, submitted by Contractor within the time prescribed in the CRCNV's notice, may reduce Contractor's allocation of Electric Power to the extent of Contractor's failure to fully use the power resource available to it. A reduction in allocation of Electric Power may not be made: (i) if Contractor's failure to fully use its allocation results from Contractor's compliance with the requirements of an Integrated Resource Plan (IRP) program applied pursuant to section 14 of this Contract; or (ii) if the Commission of the CRCNV has approved a pooling or sharing agreement which the Commission determines to provide for full utilization of the resource. If such a reduction is made, a superseding Exhibit 1 reflecting the reduction shall be issued by the CRCNV.

**11. ENVIRONMENTAL ATTRIBUTES.**

11.1 Contractor shall have the right to utilize any Environmental Attributes associated with Contractor's Allocation, for compliance with any environmental laws, regulations or standards applicable to Contractor; provided that any sale, transfer, or award of Environmental Attributes by Contractor to third parties shall be subject to approval by the CRCNV, which shall not be unreasonably conditioned, delayed or withheld. The CRCNV agrees to undertake any reasonable actions necessary to effectuate Contractor's use of the Environmental Attributes. The CRCNV makes no representation or warranty as to whether the Environmental Attributes, if any, associated with Contractor's Allocation are

compliance instruments that qualify for or meet any particular environmental laws, regulations or standards applicable to Contractor. Contractor shall be responsible for all costs arising from or related to Contractor's use of Environmental Attributes.

11.2 After consultation with the Contractor, any Environmental Attribute not utilized by Contractor may be utilized by the CRCNV for the benefit of the Contractor, the State or the SLCAIP when feasible.

**12. ANNUAL FORECAST.** The estimated amounts of Electric Power which are available for scheduling each month of the succeeding Fiscal Year shall be set forth in an annual forecast by the CRCNV. Staff shall provide the Annual Forecast to Contractor before each Fiscal Year, which shall contain a monthly estimate of Contractor's Available Capacity and Available Energy, for the forthcoming Fiscal Year, as soon as practicable following receipt of forecast data from Western and Reclamation.

**13. BILLINGS, PAYMENTS, RATES AND CHARGES.** Contractor shall pay monthly for the Electric Power, associated Transmission and other services provided hereunder.

13.1 The rates and charges billed to Contractor shall include, but are not limited to the following:

13.1.1 A charge for capacity reserved and allocated hereunder, without regard to whether CDP or WRP is used as part of the Contractor's Allocated Capacity, in accordance with WAPA's then current Rate Schedule.

13.1.2 A charge for the energy component of the Contractor's Available Hydro Power furnished hereunder in accordance WAPA's then current Rate Schedule.

13.1.3 A charge for transmission capacity from the Parker-Davis System furnished hereunder, in accordance WAPA's then current Rate Schedule.

13.1.4 The charges under this contract will be adjusted annually and current rate schedules will be provided to the Contractor in accordance with the SABPs.

13.1.5 A charge for Western Replacement Power, when applicable. The Contractor is responsible for all costs associated with Western Replacement Power.

13.1.6 A charge for handling Contractor Displacement Power, when applicable, equal to WAPA's incremental administrative costs associated with Customer Displacement Power, as provided in WAPA's then current Rate Schedule. The Contractor is responsible for all costs associated with Contractor Displacement Power.

13.1.7 The Contractor's pro-rata share of all other rates, fees, charges, interest, penalties and other amounts billed to the CRCNV by WAPA pursuant to the CRCNV's SLCAIP Contract or for which the CRCNV establishes a reserve fund in order to pay such rates, fees, charges or other amounts.

13.1.8 The Contractor's pro-rata share of all other rates, fees, charges, interest, penalties and other amounts billed to the CRCNV by the Colorado River Energy Distributors Association (CREDA).

13.1.9 CRCNV's Administrative Charge: The charge billed to Contractor to recover the CRCNV's costs associated with provision of services to this Contract, which is developed in accordance with NRS 538.226 and NAC 538.610; provided however, the CRCNV does not intend the administrative charge to result in any duplicative charges for the same services.

13.1.10 Other Charges: Contractor shall pay its appropriate share of any other applicable charges billed to the CRCNV in connection with Contractor's receipt of Electric Power under this Contract.



13.2 In addition to the charges set forth in 13.1, above, Contractor shall pay monthly for the following charges, if applicable:

13.2.1 Late charges that are assessed to the CRCNV by CRCNV's suppliers, or any other creditor, in connection with the services provided under this Contract;

13.2.2 Interest on unpaid balances assessed in accordance with section 13.6; and

13.2.3 Penalties assessed pursuant to section 13.6 of this Contract, if any.

13.3 In the performance of work hereunder, 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 the CRCNV's extraordinary labor in implementing the provisions of this contract with respect to that Contractor. If it is determined that such a separate extraordinary supplemental 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 21.

13.4 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 13 as each may be hereafter amended or supplemented will be included in a rates and charges schedule issued annually. Any change to the rates and charges shall be developed and implemented pursuant to the CRCNV's regulations.

13.5 Bills will be issued for services provided by the CRCNV in accordance with the procedures outlined in the SABPs. Bills issued by the CRCNV are due and payable by the Contractor, within twenty (20) Days after the invoice date.



13.6 For any invoice that is not paid in accordance with section 13.5, late charges and penalties may be imposed: (i) to compensate the CRCNV for late charges that are assessed to the CRCNV by third parties; and (ii) any other penalties or late charges, including fees and interest, approved by the Commission of the CRCNV.

13.7 Contractor agrees to comply with the CRCNV's creditworthiness and collateral requirements applied pursuant to NAC 538.744.

13.8 If the CRCNV determines that it will need working capital to implement the terms of this Contract or require pre-payment for all or a portion of the amounts owed under this Contract, as authorized under NAC 538.744, Staff will present periodically a CRCNV working capital and/or prepayment proposal to the Commission of the CRCNV for action at a meeting. Staff will provide Contractors with at least sixty (60) Days to review and comment upon the CRCNV working capital and/or prepayment proposal prior to seeking Commission approval.

13.9 If any portion of any bill described in this section 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.

13.10 The Contractor, at its own expense, shall have the right to review the books and records of the CRCNV, during the CRCNV's normal business hours, in order to ascertain the reasonableness and propriety of any charges due or billed under the provisions of this section.

**14. INTEGRATED RESOURCE PLANS (IRP).** Contractors are subject to certain IRP requirements implemented by WAPA, as set forth in NAC 538.530. The CRCNV is required to demonstrate that its Contractors are in compliance with WAPA's IRP requirements. Contractor shall provide to the CRCNV the information and reports which it needs to comply with WAPA's IRP requirements.

**15. REALLOCATION OF ALL OR A PORTION OF ELECTRIC POWER.**

15.1 Contractor may at any time make a written request to the CRCNV for reallocation of all or a reasonable portion of Contractor's Electric Power for the remaining duration of this Contract. Upon receiving a request for reallocation, the CRCNV shall seek to reallocate Contractor's Allocation as provided for in NAC Chapter 538.

15.2 The CRCNV reserves the right to not provide for any reallocation that it deems a financial risk to the State, or otherwise fails to meet the requirements of applicable statutes and regulations.

15.3 The CRCNV further reserves the right to prescribe termination payments or other mechanisms to protect against a fiscal impact to the CRCNV and/or the State.

15.4 Contractor shall remain responsible for all payments under this Contract unless and until a reallocation of Contractor's Electric Power and compliance with termination payments or other mechanisms prescribed by the CRCNV (if any), under subsection 15.3 above are complete.

15.5 If Contractor's Electric Power is reallocated in accordance with this section, and Contractor has complied fully with termination payments or other mechanisms prescribed by the CRCNV under subsection 15.3 above (if any), this Contract shall terminate on the date provided in written notice from the CRCNV. After termination of this Contract, Contractor shall have no further payment or other obligations under this Contract except for outstanding Contract payment obligations incurred prior to the reallocation.

**16. DEFAULT BY CONTRACTOR.** Subject to the CRCNV's regulations set forth at NAC 538.746, Contractor shall be in default, if any bill for Electric Power, or for any of the other charges applied under this Contract including but not limited to the charges set forth in section 13 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 Electric Power herein shall survive termination of this Contract unless and until the CRCNV reallocates or assigns Contractor's Allocation to other entities.

**17. NO RIGHT OF RENEWAL.** In 1993, the Nevada legislature passed an amendment to NRS 538.181 which granted a right of contract renewal to the CRCNV's customers who had a contract for the purchase of power from the Commission which was in effect on July 1, 1993. In 2004, the CRCNV executed Renewal Contracts with its then existing SLCAIP Contractors for delivery of power from October 1, 2004, through September 30, 2024, to satisfy the right given in that statute. The Contractor hereby expressly agrees that no provision of NRS 538.181 or of this Contract shall be construed, nor is any such provision intended, to entitle the Contractor in any manner to a renewal or extension of this Contract. Nothing in this subsection prevents the Contractor from applying for such a renewal or extension or for an allocation, or from receiving or accepting an offer of such a renewal, extension or allocation from the CRCNV, if the Contractor is eligible to do so under the then applicable statutes and/or regulations of the CRCNV.

**18. FORWARD CONTRACT.** The Parties acknowledge and agree that this Contract and the transactions contemplated by this Contract constitute a "forward contract" and that the CRCNV and Contractor are each "forward contract merchants" within the meaning of the United States Bankruptcy Code (11 U.S.C. § 101 et seq., as amended), and any successor statute.

**19. 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 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 of the Contractor shall be set forth in Exhibit 3. 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.

**20. EXHIBITS AND ATTACHMENTS MADE PART OF CONTRACT.** Exhibits 1 - 5 and Attachment 1 to Exhibit 1 are hereby made a part of this Contract with the same effect as if they had been expressly set forth herein. Exhibit 1 may be revised from time to time to state the amount of Allocated Capacity and Energy, Allocated Capacity and Energy Sharing Percent, Firm Transmission Capacity, and Transmission Loss Factor. Attachment 1 to Exhibit 1 may be revised from time to time to state the amount of AHP and WRP by season and by month. Exhibit 2 may be revised from time to time to state Point(s) of Delivery, Interconnection and Receipt. Exhibit 3 shall be revised and distributed by CRCNV upon receiving notice from Contractor changing its Authorized Representative. Exhibit 4 shall be revised and distributed by CRCNV upon receiving notice from Contractor changing its preferred Notice provisions. Exhibit 5 shall be revised and distributed by CRCNV as needed. The initial Exhibits and Attachments shall remain fully in effect until superseded by subsequent exhibits issued by the CRCNV in compliance with this Contract.

**21. DISPUTE RESOLUTION PROCESS.**

21.1 The Authorized Representatives of the Parties shall meet and confer to resolve any dispute within thirty (30) Days of notice by a Party 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.

21.2 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.

21.3 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.

## **22. NOTICES.**

22.1 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 person or sent by certified mail, postage prepaid, to the persons specified in Exhibit 4.

22.2 Either Party may at any time, by written notice to the other Party, update Exhibit 4 and designate different or additional persons or different addresses for the giving of notices, demands or requests hereunder.

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

**23. 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.

## **24. FORCE MAJEURE.**

24.1 No Party shall be considered to be in breach of this Contract to the extent that a failure to perform its obligations under this Contract is due to a Force Majeure cause or event. 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.

24.2 No Party shall be relieved by the operation of this section of any obligation to pay all of the charges set out in section 13.

24.3 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.

24.4 As used in this section 24, "Force Majeure" means 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 strike, labor disputes, a governmental rule, regulations, ordinance, statute, or interpretation, or fire, earthquake, or other natural calamity, civil commotion, failure or disruption of utility or governmental services.

**25. 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 3, 4, 5 and Attachment 1 to Exhibit 1.

**26. ACCESS TO BOOKS AND RECORDS.**

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

26.2 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 purchased by Contractor hereunder as well as related

contracts including the WAPA Transmission Agreement, with the right to make copies of those books and records, which access shall be provided in compliance with NRS Chapter 239.

## **27. GENERAL CONTRACT PROVISIONS.**

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

27.2 Reference to Section, Subsection, Paragraph, or Subparagraph. A reference to a section, subsection, paragraph, or subparagraph shall include all applicable subparts of such referenced section, subsection, paragraph, or subparagraph.

27.3 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.

27.4 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.

27.5 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 the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Contract.

27.6 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 to the nearest extent possible, to replace the provision declared invalid or prohibited, and amend this Contract to include such provision.

27.7 Entire Agreement. This Contract 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 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.

27.8 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.

27.9 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, by taking necessary action which may include amending this Contract or execution of ancillary agreements.




27.10 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.

27.11 Authority to Execute. Each individual 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 the Sale of Electric Power from the Salt Lake City Area Integrated Projects to be executed this 22 day of August 2019.


State of Nevada, acting by and through its

**COLORADO RIVER COMMISSION  
OF NEVADA**

 8-13-19  
Eric Witkoski Date  
Executive Director

 8/13/19  
Puay Premssirut Date  
Chairwoman


Approved as to form:

 8/13/19  
Christine Guercl-Nyhus Date  
Special Counsel

**VALLEY ELECTRIC ASSOCIATION, INC.**

 6/3/19  
Richard Peck Date  
Chief Executive Officer

Approved as to form:

 6/3/19  
Steve Morrison Date  
Chief Financial Officer

**Ratified and approved this**

22<sup>nd</sup> day of August, 2019.

  
STEVE SISOLAK  
Governor of the State of Nevada

## EXHIBIT 1

Contract No. P08-SLCESC

Effective October 1, 2024

### ALLOCATED CAPACITY AND ENERGY; PERCENT SHARING; TRANSMISSION CAPACITY; MINIMUM HOURLY DELIVERY; TRANSMISSION LOSS FACTOR

1. Allocated Capacity and Energy

Summer Season		Winter Season	
Capacity kW	Energy kWh	Capacity kW	Energy kWh
9,035	16,442,095	11,879	21,781,728

2. Allocated Capacity and Energy Sharing Percent: 43.33195814200%

3. Transmission Capacity

Summer Season	Winter Season	
Capacity kW	Capacity kW	
9,035	11,879	CRSP Transmission
8,784	11,522	Parker-Davis Transmission

4. Transmission Loss Factor:

To Pinnacle Peak: WAPA Responsibility

Pinnacle Peak to Mead (Parker-Davis Transmission System): 3%

Mead to Southern Nevada Facilities: 0 %

# ATTACHMENT 1 TO EXHIBIT 1

Contract No. P08-SLCESC

Effective October 1, 2024

## Summer Season Monthly Capacity and Energy Table

Revision No. \_\_\_\_\_

Year: \_\_\_\_\_

### PEAK CAPACITY (Maximum kW)

	CROD	SHP	AHP	Available WRP	Requested WRP	Total Monthly Capacity	Minimum Capacity <sup>1</sup>	CDP <sup>2</sup>
April	9,035							
May	9,035							
June	9,035							
July	9,035							
Aug	9,035							
Sept	9,035							

### TOTAL ENERGY (kWh)

	SHP	AHP	Available WRP	WRP On-Peak	WRP Off-Peak	Total WRP Energy	Total Monthly Energy <sup>3</sup>
April	2,591,428						
May	2,317,841						
June	2,706,639						
July	2,996,162						
Aug	3,201,683						
Sept	2,628,342						

16,442,095

1. Minimum capacity is the minimum to be scheduled in any hour. The minimum is calculated monthly, based on the anticipated generation and water release patterns.

2. CDP Customers shall provide the transmission path that they are requesting capacity on, as follows:

3. CDP Capacity available is the difference between AHP capacity and the CROD in any hour.

4. Total Energy cannot exceed 100% load factor of CROD.

## Winter Season Monthly Capacity and Energy Table

Revision No. \_\_\_\_\_

Year: \_\_\_\_\_

**PEAK CAPACITY (Maximum kW)**

	CROD	SHP	AHP	Available WRP	Requested WRP	Total Monthly Capacity	Minimum Capacity <sup>1</sup>	CDP <sup>2</sup>
Oct	11,879							
Nov	11,879							
Dec	11,879							
Jan	11,879							
Feb	11,879							
March	11,879							

**TOTAL ENERGY (kWh)**

	SHP	AHP	Available WRP	WRP On-Peak	WRP Off-Peak	Total WRP Energy	Total Monthly Energy <sup>3</sup>
Oct	3,431,774						
Nov	3,126,315						
Dec	3,717,644						
Jan	3,971,308						
Feb	3,484,566						
March	4,050,121						
	21,781,728						

1. Minimum capacity is the minimum to be scheduled in any hour. The minimum is calculated monthly, based on the anticipated generation and water release patterns.

2. CDP Customers shall provide the transmission path that they are requesting capacity on, as follows:

\_\_\_\_\_.

3. CDP Capacity available is the difference between AHP capacity and the CROD in any hour.

4. Total Energy cannot exceed 100% load factor of CROD.

EXHIBIT 2  
Contract No. P08-SLCESC  
Effective October 1, 2024

**POINTS OF DELIVERY AND VOLTAGE**

1. WAPA Designated Point of Delivery and Voltage: Pinnacle Peak / 230 Kv
2. Parker-Davis Point(s) of Delivery and Voltage: Mead Substation / 230 Kv
3. Parker-Davis Southern Nevada Facilities Point(s) of Delivery and Voltage:

Amargosa Substation / 230 kV - 138 Kv

Boulder City Tap / 230 kV

Basic Substation / 230 kV

Clark Tie / 230 kV

EXHIBIT 3  
Contract No. P08-SLCESC  
**AUTHORIZED REPRESENTATIVES**

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

Authorized Representatives and alternates as follows:

	<b>AUTHORIZED REPRESENTATIVE</b>	<b>ALTERNATE</b>
<b>Colorado River Commission of Nevada</b>	Eric Witkoski, Executive Director	Gail Bates, Deputy Director Energy Services
<b>Valley Electric Association, Inc.</b>	Richard Peck, Chief Executive Officer	Steve Morrison, Chief Financial Officer

EXHIBIT 4  
Contract No. P08-SLCESC  
**NOTICES**

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

1. 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](mailto:CRCPower@crc.nv.gov).

2. All notices and official communications sent to the Contractor should be sent to:

**Valley Electric Association, Inc.**  
P.O. Box 237  
Pahrump, NV 89041

Attn: Steve Morrison, CFO

Email: [smorrison@vea.coop](mailto:smorrison@vea.coop)



EXHIBIT 5  
Contract No. P08-SLCESC  
Effective October 1, 2024

**CRCNV CONTRACTOR DESIGNATION**

1. CRCNV Electric Utility Contractors:

City of Boulder City

Overton Power District No. 5

Valley Electric Association, Inc.

2. CRCNV Non-Electric Utility Contractors: None

**EXHIBIT 2**  
**WAPA TRANSMISSION AGREEMENT**

**EXHIBIT 2**  
**WAPA TRANSMISSION AGREEMENT**

**See Agenda Item D  
for WAPA Transmission  
Agreement**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM H  
FOR MEETING OF SEPTEMBER 10, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve a contract between the Colorado River Commission of Nevada and Kupfersmid & Company LLC for specialized utility accounting services in an amount not to exceed \$60,000 for a two-year term.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Contract**

The Commission has hydropower contracts with the Western Area Power Administration (WAPA) for three different projects: the Boulder Canyon Project (Hoover), the Parker-Davis Dam Project, and the Salt Lake City Integrated Project. The Commission pays WAPA for power from each specific project based on the accounting and billing procedures implemented by WAPA. In turn, the Commission bills its hydropower customers for the charges from WAPA associated with their respective projects.

Staff believes there may be opportunities to improve the billing process to streamline operations and reduce the burden involved in preparing the monthly billings. Consequently, Staff is seeking a consultant to evaluate the current hydropower billing process and explore the possibility of transitioning to a rate structure rather than the current line-item billing approach. A consultant could assist with analyzing alternative approaches for staff to consider.

Additionally, in 2022, the Commission revised NAC 538.610 to offer more flexibility in how the Commission passes on its administrative cost. Staff believes a consultant could offer further insights into the options available under the revised regulation and provide analysis that could be helpful in evaluating other approaches.

**B. Staff's recommendation**

Staff recommends approving the two-year contract with Kupfersmid and Company LLC.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	<b>Colorado River Commission of Nevada</b>
Address:	<b>100 N. City Parkway, Suite 1100</b>
City, State, Zip Code:	<b>Las Vegas, Nevada 89106</b>
Contact:	<b>Eric Witkoski</b>
Phone:	<b>725-246-0436</b>
Fax:	<b>725-204-7923</b>
Email:	<b>ewitkoski@crc.nv.gov</b>

Contractor Name:	<b>Kupfersmid &amp; Company. LLC</b>
Address:	<b>2510 W Horizon Ridge Parkway, Suite 230</b>
City, State, Zip Code:	<b>Henderson, Nevada 89052</b>
Contact:	<b>Jason Kupfersmid</b>
Phone:	<b>702-812-2190</b>
Email:	<b>jason.kupfersmid.cpa@gmail.com</b>

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE) or the Clerk of the Board, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners or the Clerk of the Board.
2. **DEFINITIONS.**
  - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
  - B. "Contracting Agency" – means the State agency identified above.
  - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
  - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
  - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
  - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	Upon Clerk of the Board Approval	To:	September 30, 2026
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK
ATTACHMENT BB:	INSURANCE SCHEDULE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$175	per	hour
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Total Contract or installments payable at:	Upon presentation of invoices
--	-------------------------------

Total Contract Not to Exceed:	\$60,000
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**
- A. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

#### 10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
  - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
  - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening 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 cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.



15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

- B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.

6) Approved Insurer: Each insurance policy shall be:

- a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

**Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.**

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

- 17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
- 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract,

attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
  - A. Any federal, state, county or local agency, legislature, commission, council or board;
  - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **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 effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute 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. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

  
Kupfersmid & Company, LLC  
Independent Contractor's Signature

8/28/2024  
Date

Jason Kupfersmid  
Managing Member

Colorado River Commission of Nevada

Date

Eric Witkoski  
Executive Director

APPROVED BY BOARD OF EXAMINERS

Signature – Clerk of the Board of Examiners

On:

Date

Approved as to form by:

On:

Michelle Briggs  
Special Counsel for Attorney General

Date

## ATTACHMENT AA

### Scope of Work

Contractor shall provide specialized utility accounting services to assist the Colorado River Commission of Nevada (Commission) with a review of the hydropower billing process and analysis of alternative cost recovery methods that may streamline or simplify the Commission billing process; analysis of the current and alternative approaches for administrative cost recovery related to hydropower; other matters relevant to rates and charges incurred by the Commission under the hydropower contracts from the federal agencies that operate or deliver hydropower to the Commission; and assistance if needed in preparation of cost estimates for long term planning for staffing and assets that may be needed to meet future demand for the Commission's services.

## **ATTACHMENT BB**

### **Insurance Schedule**

#### **INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

#### **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the Indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**ATTACHMENT BB**  
**Insurance Schedule**

1. Worker's Compensation and Employers' Liability

Worker's Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

2. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

**Eric Witkoski, Executive Director**  
**Colorado River Commission of Nevada**  
555 East Washington Ave., Suite 3100  
Las Vegas, Nevada 89101

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.



## **Jason Kupfersmid, CPA**

### Summary of Qualifications

#### **Education:**

Walsh College, Troy, Michigan

**Master of Science in Accountancy**, member Delta Mu Delta Honor Society.

University of Nevada, Las Vegas, Las Vegas, Nevada

**Bachelor of Science in Accounting**

#### **Experience:**

##### **Regulatory Accounts Supervisor/Manager**

San Diego Gas & Electric Co. (SDG&E)

San Diego, California, 2022-2024

- Provides expert accounting technical support and subject matter expert (SME) testimony submitted to the California Public Utilities Commission (CPUC); and aiding the Company by developing positions and recommendations to be pre-filed as testimony, sponsoring testimony, and assisting others in developing and presenting testimony at public hearings and defending positions and recommendations under cross-examination.

##### *Accomplishments:*

- Testimony filed in SDG&E's 2022 general rate case (GRC) regarding fifty-plus regulatory accounts with a collective balance of approximately \$1 billion; disposition of regulatory accounts; requests for new regulatory accounts; responding to data requests from multiple intervenors and CPUC Energy Division Staff; sworn oral testimony provided during the hearing to the assigned Administrative Law Judge.
- Testimony filed in SDG&E's application for Recovery of Undercollection Recorded in the Tree Trimming Balancing Account supported recovery of an undercollection in excess of \$70 million resulting in a Decision with no disallowance by the Commission.
- Completed and/or revised Preliminary Statement Tariff filings for Regulatory Accounts in accordance with CPUC Decisions.
- Managed a Team which completed required annual, quarterly, and ad hoc filings with the Federal Energy Regulatory Commission (FERC) and CPUC including FERC Form 1, CPUC Regulatory Account filing, and Annual Revenue Requirement Update filing(s) for both electric and gas service.
- Managed in excess of 190 Regulatory Accounts with a collective balance in excess of \$1 billion.
- Reviewed and Approved Intervenor Payments as authorized by the CPUC.

##### **Technical Staff Manager – Utilities Regulatory Accountant**

State of Nevada Attorney General Office Bureau of Consumer Protection

Las Vegas, Nevada, 2016-2022

- Provides expert accounting technical support and expert witness testimony as directed by the Consumer Advocate, including: reviewing relevant background material and current regulations in matters submitted by public utilities to the Public Utilities Commission of Nevada (PUCN); and aiding the Consumer Advocate by developing positions and recommendations to be pre-filed as testimony, sponsoring testimony, and assisting other

expert witnesses in developing and presenting testimony at public hearings and defending positions and recommendations under cross-examination. Analyze testimony filed by other intervenors, developing strategies and positions relative to negotiations, and providing technical support to BCP's legal staff in preparation of cross-examination at hearings, briefs, motions or other legal pleadings as required in utility proceedings.

*Accomplishments:*

- Testimony filed guided the Public Utilities Commission of Nevada regarding important accounting and tax matters including the Tax Cuts and Jobs Act of 2017 and the effect regarding accumulated deferred income taxes on utility organizations; advice regarding the continued Federal tax-exempt status of industrial development revenue bonds ("IDRBs") given a regulated utility territory expansion.
- Developed and filed written and/or oral testimony in 19 dockets including general rate case(s), integrated resource plan(s), regulatory accounts, and ad hoc filings as needed in electric, gas, water and wastewater utility dockets filed with the Public Utilities Commission of Nevada.

**Audit Senior - Accountant/Auditor**

Deloitte & Touche, LLP, Las Vegas, Nevada, 2014-Present

- Conducted financial statement and internal control audits of clients in the gaming, governmental, as well as the aerospace and defense industries in compliance with PCAOB and AICPA standards.

*Accomplishments:*

- I led a team of four staff to complete our audit work regarding reorganization expense, liabilities subject to compromise (LSTC) and disclosure in accordance with ASC 852. The team I captained built from scratch the audit work-papers and files; conducted internal control design and implementation testing of the Client Company's control process for the above areas in accordance with SOX and PACOB Standards, which has not previously been tested by an audit team as the Company was not reorganizing during previous years; and tested the Company's disclosures for such events in the footnotes to their financial statements.

**Staff Accountant**

UHY LLP, Farmington Hills, Michigan, 2013-2014

- Conducted financial audits of organizations in a multitude of industries including non-profit entities, and audits of retirement and benefit funds for Employee Retirement Income Security Act (ERISA) and Department of Labor (DOL) compliance
- Prepared tax workpapers and tax returns for LLC's, S-Corporations, Trusts, and Individuals in a variety of industries and professions.

*Accomplishments:*

- Gained public accounting and tax experience and knowledge of a variety of industries

**Auditor II**

State of Nevada, Henderson, Nevada, 2008-2012

- Audited licensed fuel suppliers for tax liability regarding motor fuel, special fuel, turbine fuel, and for inspection and clean-up fees assessed by the State of Nevada.
- Audited licensed trucking companies for compliance with the International Fuel Tax Agreement (IFTA) and International Registration Plan (IRP) regarding interstate trucking.

- Coordinated audit activities from start to finish, including scheduling; conducting field audits; and creating reports of findings, internal controls and recommendations to improve reporting procedures.

*Accomplishments:*

- Recognized as Most Productive IFTA/IRP Auditor during fiscal year 2009

**Credentials:**

Licensed Certified Public Accountant, State of Michigan. License 1101036121.

American Institute of Certified Public Accountants (AICPA) member

Nevada Society of Certified Public Accountants (NVCPA) member

**Training:**

Institute of Public Utilities: Annual Regulatory Studies Program; Fundamentals Courses. August 8-12, 2016. Michigan State University, East Lansing, Michigan.

Institute of Public Utilities: Advanced Regulatory Studies Program. October 2-6, 2017. Michigan State University, East Lansing, Michigan.

# Jason D. Kupfersmid, CPA

## Curriculum Vitae

### **Before the California Public Utilities Commission**

- **Application 22-12-008**  
Application of San Diego Gas & Electric Company (U 902 M) for Recovery of Undercollection Recorded in the Tree Trimming Balancing Account.  
Exhibit SDGE-04 on behalf of San Diego Gas & Electric Company regarding Regulatory Accounts.
- **Application 22-09-015**  
Application of Southern California Gas Company (U 904 G) and San Diego Gas & Electric Company (U 902 M) for authority to revise their natural gas rates and implement storage proposals effective January 1, 2024 in this Cost Allocation Proceeding.  
Exhibit: Chapter 7 on behalf of San Diego Gas & Electric Company regarding Regulatory Accounts.
- **Application 22-05-016**  
Application of San Diego Gas & Electric Company (U 902 M) for Authority, Among Other Things, to Update its Electric and Gas Revenue Requirement and Base Rates Effective on January 1, 2024.  
Exhibits SDGE-43-R and SDGE-243 on behalf of San Diego Gas & Electric Company regarding Regulatory Accounts.

### **Before the Public Utilities Commission of Nevada**

- **Docket 21-10012**  
Application of Sierra Pacific Power Company d/b/a NV Energy to Revise Electric Tariff No. 1 to Establish ON Line Temporary Rider Schedule No. ONTR and for Authorization to Commence Rate Recovery of the ONE Nevada Transmission Line Reallocated Revenue Requirement.  
Exhibit 400 on behalf of the State of Nevada Bureau of Consumer Protection.

- Docket 21-09001  
Application of Southwest Gas Corporation for Authority to Increase its Retail Natural Gas Utility Service Rates for Southern and Northern Nevada.  
Filed January 14, 2022 on behalf of the State of Nevada Bureau of Consumer Protection.
  
- Docket 21-06001 and 21-06002 Phase III  
Joint Application of Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy for Approval of Their 2022-2041 Triennial Integrated Resource Plan and 2022-2024 Energy Supply Plan. Docket 21-06001.  
Application of Sierra Pacific Power Company d/b/a NV Energy for Approval of Its Natural Gas Conservation and Energy Efficiency Plan for the Period 2022-2024. Docket 21-06002.  
Exhibit 404 on behalf of the State of Nevada Bureau of Consumer Protection.
  
- Docket 21-03003  
Application of Great Basin Water Co., Cold Springs, Pahrump, Spanish Springs, and Spring Creek Divisions for Approval of its 2021 Integrated Resource Plan and to Designate Certain System Improvement Projects as Eligible Projects for Which a System Improvement Rate May Be Established, and for Relief Properly Related Thereto.  
Filed June 3, 2021 on behalf of the State of Nevada Bureau of Consumer Protection.
  
- Docket 20-07017  
Application of Great Basin Water Co. for Authority to Adjust its Annual Revenue Requirement for Water and Sewer Service Rates Charged to All Classes Customers in the Spring Creek Division and for Other Relief Properly Related Thereto.  
Exhibit 400 on behalf of the State of Nevada Bureau of Consumer Protection.
  
- Docket 20-07015  
Application of Great Basin Water Co. for Authority to Adjust its Annual Revenue Requirement for Water Service Rates Charged to All Customers in the Cold Springs Division and for Other Relief Properly Related Thereto.  
Filed October 15, 2020, Errata filed October 22, 2020 on behalf of the State of Nevada Bureau of Consumer Protection.
  
- Docket 20-02023  
Application of Southwest Gas Corporation for Authority to Increase its Retail Natural Gas Utility Service Rates for Southern and Northern Nevada.  
Exhibit 404 on behalf of the State of Nevada Bureau of Consumer Protection.

- Docket 19-12029  
Application of Great Basin Water Co. for Authority to Adjust its Annual Revenue Requirement for Water and Sewer Service Rates Charged to All Classes of Customers in the Pahrump Division and for Other Relief Properly Related Thereto.  
Exhibits 400, 402, and 404 on behalf of the State of Nevada Bureau of Consumer Protection.
- Docket 19-06003  
Southwest Gas Corporation 2019 Annual Rate Adjustment Application.  
Exhibit 7 on behalf of the State of Nevada Bureau of Consumer Protection.
- Docket 19-06002  
Application of Sierra Pacific Power Company d/b/a NV Energy for Authority to Adjust its Annual Revenue Requirement for General Rates Charged to All Classes of Electric Customers and for Relief Properly Related Thereto.  
Filed September 20, 2019 on behalf of the State of Nevada Bureau of Consumer Protection.
- Docket 19-03042  
Petition of Southwest Gas Corporation for Authority to Establish a Regulatory Asset and to Defer Costs Associated with its Customer Data Modernization Initiative.  
Exhibit 5 on behalf of the State of Nevada Bureau of Consumer Protection.
- Docket 18-11014  
Application of Great Basin Water Co. for Authority to Adjust its Annual Revenue Requirement for Water Rates Charged to All Classes of Customers in the Cold Springs and Spanish Springs Divisions and for Other Relief Properly Related Thereto.  
Filed April 12, 2019 on behalf of the State of Nevada Bureau of Consumer Protection.
- Docket 18-05031  
Application of Southwest Gas Corporation for Authority to Increase its Retail Natural Gas Utility Service Rates and to Reset the Gas Infrastructure Replacement Rates for Southern and Northern Nevada.  
Exhibit 53 on behalf of the State of Nevada Bureau of Consumer Protection.
- Docket 18-05006  
Application of Great Basin Water Co. Filed Under Advice Letter No. 1 to Revise Water Tariff No. 1-W to Implement Revenue-Neutral Changes to the Revenue Allocation Between Water Customer Classes Relating to the Order Issued in Docket No. 16-12037.  
Exhibit 8 on behalf of the State of Nevada Bureau of Consumer Protection.

- Docket 18-03005  
Application of Great Basin Water Co., Cold Springs, Pahrump, Spanish Springs, and Spring Creek Divisions for Approval of its 2018 Integrated Resource Plan, for Approval to Designate Certain System Improvement Projects as Eligible Projects for Which a System Improvement Rate May Be Established, and for Relief Properly Related Thereto.  
Exhibit 16 on behalf of the State of Nevada Bureau of Consumer Protection.
  
- Dockets 18-02010, 18-02011, and 18-02012  
Application of Nevada Power Company d/b/a NV Energy filed under Advice Letter No. 485 to revise Tariff No. 1-B to establish the 2017 Tax Rate Reduction Rider.  
Application of Sierra Pacific Power Company d/b/a NV Energy filed under Advice Letter No. 605-E to revise Tariff No. 1 to establish the 2017 Tax Rate Reduction Rider.  
Application of Sierra Pacific Power Company d/b/a NV Energy filed under Advice Letter No. 326-G to revise Gas Tariff No. 1 to establish the 2017 Tax Rate Reduction Rider.  
Exhibit 13 on behalf of the State of Nevada Bureau of Consumer Protection.
  
- Docket 17-11008  
Application of Southwest Gas Corporation for Authority to Expand Natural Gas Service Pursuant to Senate Bill 151.  
Exhibit 18 on behalf of the State of Nevada Bureau of Consumer Protection.
  
- Docket 17-02048  
Application of Great Basin Water Co. Pahrump Division for Approval of its 2017 Integrated Resource Plan, and to Designate Certain System Improvement Projects as Eligible Projects for Which a System Improvement Rate May Be Established, and for Relief Properly Related Thereto.  
Filed June 22, 2017 on behalf of the State of Nevada Bureau of Consumer Protection.
  
- Docket 16-12037  
Application of Great Basin Water Co. for Authority to Adjust its Annual Revenue Requirement for Water and Sewer Service Rates Charged to All Classes of Customers in the Pahrump Division, and for Other Relief Properly Related Thereto.  
Exhibit 4 on behalf of the State of Nevada Bureau of Consumer Protection.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF SEPTEMBER 10, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to appoint Eric Witkoski as a Board Member from the Colorado River Commission of Nevada to serve on the Silver State Energy Association (SSEA) Board of Directors and approve Eric Witkoski to serve, if selected by the SSEA board, as its chairman; or alternatively appoint another person to fulfill the role.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

In June of 2007, the Colorado River Commission of Nevada (Commission) authorized the Commission's participation in the Silver State Energy Association (SSEA) and executed the SSEA Cooperative Agreement with the City of Boulder City, Lincoln Power District No. 1, Overton Power District No. 5 and Southern Nevada Water Authority (SNWA).

The members of the SSEA are all public agencies that share a common goal to jointly plan, develop and own and operate power resources to meet their own needs and those of their customers.

Pursuant to Section 8.2 of the Cooperative Agreement, the governing body of each Member shall appoint one Director and one alternate Director to represent it on the SSEA Board. In the past, Robert Reese served on the SSEA Board and Doug Beatty served as the alternate. With Mr. Reese's recent retirement, the Commission needs to appoint a new person to the board.

**Recommendation:**

Following discussions with SNWA, Staff is recommending that the Commission appoint Eric Witkoski as the Commission's representative to the SSEA board and to allow Eric Witkoski to serve as the SSEA chairman, if selected by the SSEA board.



**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM J  
FOR MEETING OF SEPTEMBER 10, 2024**

**SUBJECT:** *For Information Only:* Update on budget submitted for the FY 2026 and FY 2027 Legislative session and update on audit by Legislative Auditor for period of January 1, 2021, through December 31, 2022.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

Staff will provide an update at the Commission meeting.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM K  
FOR MEETING OF SEPTEMBER 10, 2024**

<b>SUBJECT:</b> Update on pending legal matters, including Federal Energy Regulatory Commission, Public Utilities Commission of Nevada filings and Federal Legislation.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM L  
FOR MEETING OF SEPTEMBER 10, 2024**

**SUBJECT:** *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, basin negotiations, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM M  
FOR MEETING OF SEPTEMBER 10, 2024**

**SUBJECT:** Comments from the public. Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on the agenda as an item for possible action.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM N  
FOR MEETING OF OCTOBER 10, 2024**

<b>SUBJECT:</b> Comments and questions from the Commission members.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM O  
FOR MEETING OF SEPTEMBER 10, 2024**

<b>SUBJECT:</b> Selection of the next meeting date.
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<b>RELATED TO AGENDA ITEM:</b>
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None.

<b>RECOMMENDATION OR RECOMMENDED MOTION:</b>
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None.

<b>FISCAL IMPACT:</b>
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None.

**STAFF COMMENTS AND BACKGROUND:**

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, October 9, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM P  
FOR MEETING OF SEPTEMBER 10, 2024**

<b>SUBJECT:</b> Adjournment.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b>
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**