

LCB File No. R123-00

PROPOSED REGULATION OF THE COLORADO RIVER COMMISSION

LCB File No. R -00

EXPLANATION – Matter in *italics* is new; matter in brackets ~~omitted material~~ is material to be omitted.

PURPOSE: To conform the provisions of NAC 538.340 to 538.740, inclusive, relating to the marketing of hydroelectric power, to current statutory and contractual requirements and to remove obsolete material from those provisions.

AUTHORITY: §§1, 4 and 26, NRS 538.201; §§2, 3, 5-25, NRS 538.161(2) and 538.201.

Section 1. Chapter 538 of NAC is hereby amended by adding thereto the provisions set forth as sections 2 and 3 of this regulation.

Sec. 2. *“Operating year” means the 12-month period designated by federal law as the fiscal year. Until changed by federal law, that period commences October 1 of each year, immediately following midnight of September 30, and ends at midnight of September 30 of the following year.*

Sec. 3. *The provisions of NAC 538.340 to 538.740, inclusive, apply to hydropower resources of the Boulder Canyon project, the Parker-Davis project and the Salt Lake City Area Integrated projects.*

Sec. 4. NAC 538.340 is hereby amended to read as follows:

538.340 As used in NAC 538.340 to ~~538.730,~~ 538.740, inclusive, *and section 3 of this regulation*, unless the context otherwise requires, the words and terms defined in NAC 538.350 to 538.390, inclusive, *and section 2 of this regulation*, have the meanings ascribed to them in those sections.

Sec. 5. NAC 538.350 is hereby amended to read as follows:

538.350 “Contractor” means any entity which contracts with the commission to purchase power from the Boulder Canyon *project*, ~~or~~ *the* Parker-Davis project or *the* Salt Lake City Area Integrated projects.

Sec. 6. NAC 538.410 is hereby amended to read as follows:

538.410 An applicant for an allocation of power from the commission must supply information as requested by the commission and must:

- ~~1. Presently hold a contract for hydroelectric power from the commission or be an electric utility whose principal load:~~
 - ~~(a) Has a peak demand of 8 megawatts or more; and~~

~~(b) Is located within Western's marketing area in this state for power from the Boulder Canyon, Parker-Davis and Southern Division of the Salt Lake City Area Integrated projects;~~ ***Be an entity to whom the commission is authorized by law to sell electricity or provide transmission service or distribution service, or both.***

2. Be able to receive energy from one ***or more*** of the commission's points of delivery ~~[at]~~ ***, including, without limitation,*** Amargosa ***substation***, Basic ***substation***, Boulder City switchyard, Boulder City tap, Clark tie, ~~[and McCullough switchyard for delivery of power from the Parker-Davis and Salt Lake City Area Integrated projects and Hoover switchyard and Mead substation for delivery of power from the Boulder Canyon project, but an applicant for power from the Boulder Canyon project must be willing and able to substitute delivery at Hoover switchyard for delivery at Mead substation if Western cancels the Hoover switchyard as a point of delivery]~~ ***Eastside substation, Mead substation, or Newport substation;***

3. Be able to maintain a ratio between “real power” in kilowatts and “apparent power” in kilovoltamperes (“power factor”) within at least 95 percent, if called upon to do so;

4. Meet Western's requirements for a program for conservation and renewable energy under its regulations adopted pursuant to 42 U.S.C. §§ 7275 and 7276~~[-];~~ ***, or a similar program, however designated, required by federal law or contract as a condition to the purchase of that power by the commission;*** and

5. If the applicant is an electric utility: ~~[-, be]~~

(a) Have a principal load:

(1) With a peak demand of 8 megawatts or more; and

(2) Located within Western's marketing area in this state for power from the Boulder Canyon, Parker-Davis and Southern Division of the Salt Lake City Area Integrated projects; and

(b) Be qualified to receive preference power under the applicable provisions of federal law relating to preference power when applying for electric power from the Parker-Davis ~~[and]~~ ***project or the*** Salt Lake City Area Integrated projects.

Sec. 7. NAC 538.440 is hereby amended to read as follows:

538.440 ~~[Any amount of power recaptured by the commission from a contractor for nonuse will be reallocated at that time by the commission.]~~ ***The Commission will, in the manner provided in NAC 538.340 to 538.670, inclusive, reallocate any amount of power to which a contractor is no longer entitled.***

Sec. 8. NAC 538.450 is hereby amended to read as follows:

538.450 If an entity which has been offered an allocation of power from the commission fails, within a reasonable time as determined by the commission, to enter into a contract with the commission in accordance with the terms and conditions set by the commission, the commission will reallocate the amount of power offered to that entity in the manner provided in NAC 538.340 to ~~[538.730,]~~ ***538.670***, inclusive.

Sec. 9. NAC 538.470 is hereby amended to read as follows:

538.470 ~~[1.]~~ Capacity from the Boulder Canyon, Parker-Davis and Salt Lake City Area Integrated projects will be offered by the commission at varying load factors~~[-~~

~~2. The capacity from the Boulder Canyon project available on June 1, 1987, and that available thereafter as the program for increasing capacity is completed will be]~~ *and* identified by the commission in an exhibit to the contract to purchase power.

Sec. 10. NAC 538.480 is hereby amended to read as follows:

538.480 All energy from the Boulder Canyon project designated in Schedule C at 43 U.S.C. § 619a(a)(1)(C) ~~[-resources of short term power]~~ and any additional power from the Parker-Davis project *or Salt Lake City Area Integrated projects* offered to the commission may be accepted by the director of the commission on behalf of the commission and will be offered by the director of the commission on behalf of the commission at the time those resources become available and in the most equitable manner as determined by the director of the commission, *first*, to entities which hold contracts for hydroelectric power from the commission and ~~[can]~~ *then, to any other entity to whom the commission is authorized by law to sell electricity. All such entities must* meet whatever restrictions are placed on that power.

Sec. 11. NAC 538.500 is hereby amended to read as follows:

538.500 1. ~~[Existing contracts for power from the Boulder Canyon project expire by their own terms.]~~ Contracts for the delivery of long-term power from the Boulder Canyon project allocated under NAC 538.340 to ~~[538.730,]~~ *538.740*, inclusive, become effective on the day they are executed and terminate on the last day of the billing period for September 2017, unless terminated before that date by the contractor or the commission in accordance with the terms of the contract.

2. ~~[Existing contracts for power from the Parker Davis project, as amended, terminate on the same date as the contracts for power from the Boulder Canyon project.]~~

~~3.]~~ Contracts for the delivery of long-term power from the Parker-Davis project allocated under NAC 538.340 to ~~[538.730,]~~ *538.740*, inclusive, become effective on the day they are executed and terminate on the last day of the billing period for September 2007.

~~[4.]~~ *3.* Contracts for the delivery of long-term power from the Salt Lake City Area Integrated projects allocated under NAC 538.340 to ~~[538.730,]~~ *538.740*, inclusive, become effective on the first day of the billing period for October 1989, and terminate on the last day of the billing period for September 2004, unless terminated before that date by the contractor or the commission in accordance with the terms of the contract.

~~[5.]~~ *4.* The term of contracts for short-term power will be determined by the director of the commission for each contract.

5. Upon the expiration of a contract described in subsections 1 through 3, a right to renew the contract will be offered to the contractor as provided in subsection 7 of NRS 538.181 and in accordance with the terms and conditions for such renewal provided in that contract.

Sec. 12. NAC 538.510 is hereby amended to read as follows:

538.510 If a contractor cannot use ~~its entitlement of power~~ *a portion of the hydroelectric power acquired for it by the commission* in any month, the commission will, in cooperation with the contractor ~~and subject to whatever restrictions are placed on the power,~~ endeavor to find markets for *the unused portion of* that power and arrange for the necessary transfer of delivery. The money received by the commission from the sale of that power to others will be credited to the contractor, except that the commission will collect no more than the contractor's cost of the power. The failure by the commission in whole or in part to make such an arrangement does not relieve the contractor of its obligation to pay the commission for the full amount of the power for which it contracted, whether the power is delivered to the contractor or to others.

Sec. 13. NAC 538.530 is hereby amended to read as follows:

538.530 ~~A program for conservation and renewable energy must be established by each~~
1. Except as provided in subsection 2, each contractor for power from the Boulder Canyon or Parker-Davis project or Salt Lake City Area Integrated projects *shall*, within 1 year after the contracts are executed ~~and~~, *establish and maintain a program for conservation and renewable energy or a similar program, however designated, required by federal law or contract as a condition to the purchase of that power by the commission.* When requested, the commission, with the help of Western and to the extent possible, will guide and assist the contractor in the development of its program.

2. The provisions of subsection 1 do not apply to the extent Western accepts, in lieu of a program established and maintained by the contractor, a program established and maintained by the commission on behalf of the contractor.

Sec. 14. NAC 538.550 is hereby amended to read as follows:

538.550 No contractor may assign or otherwise transfer its rights under its contract with the commission without the prior written approval of the commission. Before approval will be granted by the commission, the transfer must be consistent with the provisions of NAC 538.340 to ~~538.730,~~ 538.740, inclusive.

Sec. 15. NAC 538.560 is hereby amended to read as follows:

538.560 ~~and~~ Except as provided in this ~~subsection, if~~ *section, if for 3 consecutive operating years* a retail customer does not use ~~its~~ *the* full allocation of *hydroelectric* power ~~for 3 consecutive years,~~ *made available to it by the commission*, the commission, after notifying the contractor, may reduce its allocation to that contractor to the extent of the contractor's failure to use ~~its~~ *that* full allocation. A reduction will not be made if the contractor's failure to use its full allocation is caused by the implementation of a *program for* conservation and renewable energy *or similar* program, *described in NAC 538.530 and* approved for the contractor by Western or the commission.

~~[2. To the extent there is a reduction in the capacity of the Hoover power plant because any part of the program for increasing capacity is not completed or because of any other reason attributable, as determined by the commission, to that program, the total amount of capacity from Schedule B allocated to contractors will be reduced by the same amount the commission's~~

allocation is reduced. The reductions to the contractors will be distributed by the following percentages:

Lincoln County Power District No. 1	6.1170213
Overton Power District No. 5	8.2446809
Valley Electric Association	9.3085106
Boulder City	4.5212766
Nevada Power Company	66.4893617
Colorado River Commission⁺	5.3191489

~~If, after such a reduction of capacity, the capacity is reinstated in whole or in part, the amounts reduced will be restored, to the extent reinstated, to the contractors who experienced the reduction of capacity.~~

~~⁺To be allocated to the utility serving the Laughlin/Searchlight service area at the time contracts for the purchase of power are signed.]~~

Sec. 16. NAC 538.570 is hereby amended to read as follows:

538.570 1. A contractor shall provide suitable equipment for metering to *enable the scheduling and delivery of power, as required by the commission's power suppliers, scheduling entities and system operators, and to* account for energy delivered to ~~[it.]~~ *the contractor*. The equipment for metering must be installed at the contractor's designated points for measuring and must provide data ~~[as indicated in agreements entered into by all contractors. Meters must be tested by the contractor, its agents or assigns at least once a year. Representatives of the commission must be afforded a reasonable opportunity to be present at that testing.~~

~~2. The meters must be sealed, and the seals may be broken only when the meters are inspected, tested or adjusted. Representatives of the commission and the contractor must be afforded a reasonable opportunity to be present upon such occasions. Any meter found to be defective or inaccurate must be repaired, and energy delivered when a meter fails to register will, for billing purposes, be estimated from the best information available.~~

~~3. If any test of a meter discloses that the meter is in error in excess of 2 percent, correction based upon the inaccuracy must be made of the records of power furnished during the period of use between the time of the test of the meter and the time of any identifiable cause of inaccuracy or the first day of the preceding billing period, whichever is shorter. Any billing resulting from a correction in the records for a meter must be made on the next monthly bill, and the correction constitutes full adjustment of any claim between the commission and the contractor arising out of the inaccuracy of the meter. If the requirements for metering change, those changes must be indicated in an agreement.]~~ *and be maintained, tested and repaired as determined by the director of the commission. The director shall provide for the full adjustment of claims between the commission and the contractor arising out of the inaccuracy of a meter.*

Sec. 17. NAC 538.590 is hereby amended to read as follows:

538.590 1. The capacity and energy available to the contractors for each month by the commission will be shown by an annual report or by exhibits to the contracts for power from the Boulder Canyon, Parker-Davis or Salt Lake City Area Integrated projects.

2. Scheduling and accounting procedures will be established by the commission to adjust for any variations between the contractual energy available for delivery and the actual deliveries.

3. If requested by the contractor, the commission, in preparing the exhibits, will endeavor to approximate that contractor's seasonal and monthly pattern of usage of energy. The extent to which the commission is able to accommodate these patterns is contingent upon the monthly availability of energy.

4. The commission shall, in the contracts for power from the Boulder Canyon project, allow for a reduction in capacity due to loss of head or flow or to outages of generating units or other factors. ~~[not attributable, as determined by the commission, to the program for increasing capacity.]~~ Such a reduction will be apportioned by the commission among the contractors for capacity from the Boulder Canyon project. The commission will not discriminate between the capacity designated in Schedule A at 43 U.S.C. § 619a(a)(1)(A) and Schedule B in apportioning the shortages. The pro rata share of any contractor is the proportion its capacity bears to the total capacity available under Schedules A and B.

Sec. 18. NAC 538.610 is hereby amended to read as follows:

538.610 1. The ~~[commission will include in each contract, as exhibits, schedules of rates containing Western's effective]~~ rates *or* charges for capacity~~[,]~~ and energy *from the Boulder Canyon, Parker-Davis or Salt Lake City Area Integrated projects* and *for wheeling~~[,]~~ energy from the Parker-Davis or Salt Lake City Area Integrated projects payable by a contractor to the commission must be Western's effective rates or charges for those resources. These rates or charges,* the commission's administrative charge and any other costs associated with the contracted resource~~[,] will be shown by a periodic report or by exhibits to the contracts for power from these projects.~~ These rates, *charges* and costs may vary due to changing conditions. Some rates *or charges* may be estimated for a portion of an operating year with an adjustment, for the months the estimate is used, in the month the actual rate *or charge* is established.

2. At the time the commission is notified by Western of any change in the rates~~[,] or charges,~~ the commission will notify its contractors of the change.

3. The administrative charge is based on a projection ~~[for 5]~~ *of 2* years of *all* costs for the commission's operations relating to ~~[power.] the contractors.~~ Those estimated costs are divided by *the total* estimated sales *of all energy, including both hydroelectric energy and any non-hydroelectric energy, delivered* to contractors to arrive at a rate per kilowatt-hour. The administrative charge may be increased or decreased after the commission notifies the contractors of the grounds for the increase or decrease.

Sec. 19. NAC 538.620 is hereby amended to read as follows:

538.620 1. The commission, in cooperation with the contractor, will establish scheduling and accounting procedures based upon standard practices of utilities. These procedures must be set forth in an agreement ~~[and, as to metering losses and voltage, are subject~~

~~to the approval of the commission and the Nevada Power Company as the agent to control the load for the area.] approved by the director of the commission.~~

2. Deliveries of power from the Boulder Canyon or Parker- Davis project or Salt Lake City Area Integrated projects will be scheduled by the commission in advance in accordance with the procedures set forth in separate scheduling instructions which will provide for schedules to meet the needs of day-to-day or hour-by-hour operations. The instructions must include procedures for determining amounts of power from the Boulder Canyon, Parker-Davis and Salt Lake City Area Integrated projects delivered to the contractor at each point of delivery and procedures for delivery of losses. The procedures must also specify the conditions under which actual deliveries, which are greater or less than scheduled deliveries during the month of a particular season, will be adjusted in later deliveries in subsequent months of that season.

~~[3. Except in unusual circumstances as determined by the commission, the commission will not permit energy allocated to a contractor for use within one season to be used in another season.]~~

Sec. 20. NAC 538.650 is hereby amended to read as follows:

538.650 1. The points of delivery and voltages for the marketing area for the Boulder Canyon, Parker-Davis and Salt Lake City Area Integrated projects are:

Location	Kilovolts
Parker-Davis Project	
Amargosa substation	138.0
Basic substation	230.0
{Basic substation	13.8}
Boulder City switchyard	69.0
{Boulder City switchyard	2.4}
Boulder City tap	230.0
{McCullough switchyard	500.0
McCullough switchyard	230.0}
Clark tie	230.0
Location	Kilovolts
Boulder Canyon Project	
{Hoover switchyard	287.5
Hoover switchyard	230.0
Hoover switchyard	13.8
Hoover switchyard	69.0}
Mead substation	230.0
Location	Kilovolts
Salt Lake City Area Integrated Projects	
Pinnacle Peak	230.0

Amargosa substation	138.0
Basic substation	13.8 230.0
Boulder City tap	230.0
Clark tie	230.0

2. Delivery will be made at designated points on Western's ~~["Boulder City Area Transmission System"]~~ *"Parker-Davis Project Southern Nevada Facilities"* at rates of delivery not to exceed the available capability of the ~~[system.]~~ *facilities*. The designated points of delivery and Western's ~~["Boulder City Area Transmission System"]~~ *"Parker-Davis Project Southern Nevada Facilities"* may be modified as required. ~~[Under Western's proposed operations plan, if accepted, all power from the Boulder Canyon project will be delivered at the Mead substation, though the 69 kilovolt point of delivery at the Hoover switchyard may be retained.]~~

3. The designation of a point of delivery does not imply any obligation on the commission's part to furnish additional facilities or to increase the capabilities of transmission or of the transformer at the designated points. Each contractor must obtain the permission of the commission for any modification to existing facilities and alternate or additional points of delivery. Requests for taps on Western's ~~["Boulder City Area Transmission System"]~~ *"Parker-Davis Project Southern Nevada Facilities"* will be considered by the commission individually.

4. Any cost associated with obtaining points of delivery or voltage at other than those set forth in subsection 1 is the obligation of the contractor.

5. Power from the Boulder Canyon Project will be delivered at the Mead substation. ~~[and designated Hoover switchyards if Western's proposed operational plan is not accepted.]~~ If a contractor cannot accept delivery of power from the Boulder Canyon project at the Mead substation, ~~[or a designated Hoover switchyard,]~~ arrangements for transmission ~~[of]~~ service to other points of delivery are the obligation of the contractor.

Sec. 21. NAC 538.670 is hereby amended to read as follows:

538.670 1. The contractor shall, in its application, designate the point or points of receipt required to service its load and any facilities for transmission from point of receipt to the point or points for metering the load.

2. The contractor is financially responsible for acquiring any rights of transmission between its designated point of receipt and its points for metering the load.

3. A charge for transmission may be imposed on deliveries ~~[from the generating units at]~~ *of power* from the Boulder Canyon project, *the Parker-Davis project or the Salt Lake City Area Integrated projects* to the contractor's designated points of receipt.

~~[4. The costs of transmission of power from the Parker-Davis project are included in the rates set for capacity and energy.~~

~~5. A charge for transmission may be imposed for deliveries of power from the Salt Lake City Area Integrated projects to the contractor's designated points of receipt.]~~

Sec. 22. NAC 538.690 is hereby amended to read as follows:

538.690 1. Pool 1 consists of a total of ~~[189,000]~~ **377,000** kilowatts of capacity and ~~[645,989,000]~~ **1,057,989,000** kilowatt-hours of energy from the following sources of the Boulder Canyon project:

Schedule A		Schedule B	
Capacity (KW)	Energy (KWH)	Capacity (KW)	Energy (KWH) [†]
[170,319] 189,000	[565,785,238] 645,989,000	[18,681] 188,000	[80,203,762] 412,000,000

2. ~~[Except for the allocation to Pacific Engineering, this]~~ **This** resource is reserved for allocation ~~[to the commission's existing contractors for power from the Boulder Canyon project in the following amounts]~~ **to the named entities as follows:**

Hoover Capacity and Energy

[Contractor	Capacity (KW)	Energy (KWH)[†]
Basic Management, Incorporated	4,827	9,738,148
Flinkote Company	382	2,164,033
Kerr-McGee Chemical Corporation	17,649	75,561,510
Lincoln County Power District No. 1	14,667	69,742,402
Nevada Power Company	100,232	240,098,311
Overton Power District No. 5	4,014	10,461,360
Pacific Engineering & Production Company	10,625	49,952,389
Stauffer Chemical Company	15,207	75,200,137
Titanium Metals Corporation	1,397	113,070,710
Totals	189,000	645,989,000

~~†Energy by season is to be determined during contract negotiations.]~~

<i>Contractor</i>	<i>Schedule A</i>		<i>Schedule B</i>	
	<i>Capacity (KW)</i>	<i>Energy (KWH)</i>	<i>Capacity (KW)</i>	<i>Energy (KWH)</i>
<i>American Pacific Corp.</i>	<i>10,625</i>	<i>49,952,389</i>	<i>0</i>	<i>0</i>
<i>Basic Water Co.</i>	<i>4,827</i>	<i>9,738,148</i>	<i>0</i>	<i>0</i>
<i>Boulder City</i>	<i>0</i>	<i>0</i>	<i>8,500</i>	<i>17,870,400</i>
<i>Chemical Lime Co.</i>	<i>382</i>	<i>2,164,033</i>	<i>0</i>	<i>0</i>
<i>Kerr-McGee Chemical L.L.C.</i>	<i>17,649</i>	<i>75,561,510</i>	<i>0</i>	<i>0</i>
<i>Lincoln County Power District No. 1</i>	<i>4,828</i>	<i>20,726,814</i>	<i>21,339</i>	<i>77,521,529</i>
<i>Nevada Power Company</i>	<i>100,232</i>	<i>240,098,311</i>	<i>135,000</i>	<i>283,824,000</i>
<i>Overton Power District No. 5</i>	<i>6,507</i>	<i>27,936,142</i>	<i>13,007</i>	<i>20,946,270</i>
<i>Pioneer Americas, Inc.</i>	<i>15,207</i>	<i>75,200,137</i>	<i>0</i>	<i>0</i>
<i>Titanium Metals Corp.</i>	<i>21,397</i>	<i>113,070,710</i>	<i>0</i>	<i>0</i>
<i>Valley Electric Association</i>	<i>7,346</i>	<i>31,540,806</i>	<i>10,154</i>	<i>11,837,801</i>
<i>Totals</i>	<i>189,000</i>	<i>645,989,000</i>	<i>188,000</i>	<i>412,000,000</i>

Sec. 23. NAC 538.700 is hereby amended to read as follows:

538.700 Pool 2 consists of power from the Parker-Davis project in the amounts of 56,950 kilowatts of capacity and 195,964,950 kilowatt-hours of energy in the summer season and 41,010 kilowatts of capacity and 69,840,030 kilowatt-hours of energy in the winter season. This

resource is reserved for allocation ~~[to the commission's existing contractors for power from the Parker-Davis project in the following amounts]~~ as firm and withdrawable power ~~[:]~~ *to the named entities as follows:*

Parker-Davis Capacity in KW

Contractors ¹	Summer Season			Winter Season		
	Firm	Withdrawable	Total	Firm	Withdrawable	Total
[BMH] <i>BWC</i>	2,750	272	3,022	1,968	162	2,130
[CHEM] <i>CL</i>	218	21	239	156	13	169
[KMcG] <i>KM</i>	16,108	1,594	17,702	11,532	950	12,482
OPD	4,528	0	4,528	3,690	0	3,690
[SC] <i>PA</i>	8,664	857	9,521	6,202	511	6,713
[TMCA] <i>TM</i>	12,190	1,206	13,396	8,727	719	9,446
VEA	8,542	0	8,542	6,380	0	6,380
Totals	53,000	3,950	56,950	38,655	2,355	41,010

Parker-Davis Energy in KWH

Contractors ¹	Firm	Summer Season		Firm	Winter Season		Annual
		Withdrawable	Total		Withdrawable	Total	
[BMH] <i>BWC</i>	4,076,594	406,404	4,482,998	1,477,780	119,917	1,597,697	6,080,695
[CHEM] <i>CL</i>	905,910	90,312	996,222	328,395	26,649	355,044	1,351,266
[KMcG] <i>KM</i>	52,542,765	5,238,094	57,780,859	19,046,945	1,545,600	20,592,545	78,373,404
OPD	16,272,104	0	16,272,104	5,799,222	0	5,799,222	22,071,326
[SC] <i>PA</i>	31,480,365	3,138,340	34,618,705	11,411,748	926,027	12,337,775	46,956,480
[TMCA] <i>TM</i>	47,333,785	4,718,800	52,052,585	17,158,670	1,392,372	18,551,042	70,603,627
VEA	29,761,477	0	29,761,477	10,606,705	0	10,606,705	40,368,182
Totals	182,373,000	13,591,950	195,964,950	65,829,465	4,010,565	69,840,030	265,804,980

¹Key: ~~[BMH]~~ *BWC* = Basic ~~[Management, Inc.]~~ *Water Co.*
~~[CHEM]~~ *CL* = ~~[Chemstar, Inc.]~~ *Chemical Lime Co.*
~~[KMcG]~~ *KM* = Kerr-McGee Chemical ~~[Corporation]~~ *L.L.C.*
OPD = Overton Power District No. 5
~~[SC]~~ *PA* = ~~[Stauffer Chemical Company]~~ *Pioneer Americas, Inc.*
~~[TMCA]~~ *TM* = Titanium Metals ~~[Corporation]~~ *Corp.*
VEA = Valley Electric Association

Sec. 24. NAC 538.730 is hereby amended to read as follows:

538.730 Pool ~~[5]~~ **3** consists of power from the Salt Lake City Area Integrated projects, at Pinnacle Peak, in the amounts of 22,420 kilowatts of capacity and 49,521,181 kilowatt-hours of energy in the summer season and 29,477 kilowatts of capacity and 65,603,370 kilowatt-hours of energy in the winter season. This resource is reserved for allocation ~~[as follows]~~ to the named entities ~~[:]~~ *as follows:*

Salt Lake City Area Integrated Projects
Capacity and Energy

Contractor ¹	Summer Season		Winter Season	
	Capacity(KW)	Energy(KWH)	Capacity(KW)	Energy(KWH)
<i>Ampac</i>	2,963	6,544,964	3,896	8,670,466
BC	5,953	13,149,150	7,827	17,419,386
OPD	6,752	14,913,533	8,877	19,756,759
PE	2,963	6,544,964	3,896	8,670,466
VEA	6,752	14,913,534	8,877	19,756,759
Totals	22,420	49,521,181	29,477	65,603,370

¹Key: *Ampac* = American Pacific Corporation
 BC = Boulder City
 OPD = Overton Power District No. 5
~~PE = Pacific Engineering and Production Co.~~
 VEA = Valley Electric Association

Sec. 25. NAC 538.740 is hereby amended to read as follows:

538.740 Any increase or decrease in the amount of power available to the commission from the Salt Lake City Area Integrated projects must be shared by the contractors according to the following percentages:

<i>American Pacific Corporation</i>	13.21649485
Boulder City	26.55257732
Overton Power District No. 5	30.11546391
Pacific Engineering and Production Co.	13.21649485
Valley Electric Association	30.11546392

Sec. 26. NAC 538.600, 538.710 and 538.720 are hereby repealed.

TEXT OF REPEALED SECTIONS

538.600 Contracts for capacity from Schedule B: Exhibits indicating available capacity; apportionment of available capacity; percentage shares of capacity. The commission will include in each contract for capacity from Schedule B, as exhibits, the amount of capacity available on June 1, 1987, and the amount of capacity available after June 1, 1987, which is dependent upon the completion of the program for increasing capacity. As that program is completed, the commission will apportion the available capacity among the contractors entitled to it and will change the exhibits accordingly. The share for each contractor of the capacity available from Schedule B as the program for increasing capacity proceeds to completion will be distributed by the percentages set forth in subsection 2 of NAC 538.560.

538.710 Pool 3: Applicable resource; allocation. Pool 3 consists of a total of 44,500 kilowatts of capacity and 110,305,600 kilowatt-hours of energy from the following sources of the Boulder Canyon project and is reserved for allocation to the named entities:

	Schedule A		Schedule B	
	Capacity (KW)	Energy (KWH)	Capacity (KW)	Energy (KWH)
	18,681	80,203,762	25,819	30,101,838
Contractors ¹	Summer Season		Winter Season	
	Capacity(KW)	Energy(KWH)	Capacity(KW)	Energy(KWH)
LCPD	11,500	19,926,483	11,500	8,579,458
OPD	15,500	26,857,434	15,500	11,563,618
VEA	17,500	30,322,910	17,500	13,055,697
Totals	44,500	77,106,827	44,500	33,198,773

¹Key: LCPD = Lincoln County Power District No. 1
 OPD = Overton Power District No. 5
 VEA = Valley Electric Association

538.720 Pool 4: Applicable resource; allocation. Pool 4 consists of a total of 143,500 kilowatts of capacity and 301,694,400 kilowatt-hours of energy from Schedule B and is reserved for allocation to the named entities:

	Summer Season		Winter Season	
	Capacity(KW)	Energy(KWH)	Capacity(KW)	Energy(KWH)
BC	8,500	12,491,930	8,500	5,378,470
CRC	10,000	14,696,388	10,000	6,327,612
NPCo	125,000	183,704,855	125,000	79,095,145
Totals	143,500	210,893,173	143,500	90,801,227

¹Key: BC = Boulder City
 CRC² = Colorado River Commission
 NPCo = Nevada Power Company

²To be allocated to the utility serving the Laughlin/Searchlight Service area at the time contracts for power are signed.