

OVERTON POWER DISTRICT NO 5
FINANCIAL AND STATISTICAL REPORT
FROM 01/24 THRU 09/24

STATEMENT OF OPERATIONS

LINE NO		YEAR TO DATE			
		LAST YEAR A	THIS YEAR B	BUDGET C	THIS MONTH D
1.0	OPERATING REVENUE & PATRONAGE CAPITAL....	34,551,500.46	38,731,694.11	34,052,481.00	5,062,309.95
2.0	POWER PRODUCTION EXPENSE.....	.00	.00	.00	.00
3.0	COST OF PURCHASED POWER.....	16,407,881.73	18,958,224.97	16,461,635.80	2,215,061.89
4.0	TRANSMISSION EXPENSE.....	652,434.58	711,462.37	665,285.03	62,167.31
5.0	REGIONAL MARKET OPERATIONS EXPENSE.....	.00	.00	.00	.00
6.0	DISTRIBUTION EXPENSE-OPERATION.....	670,423.79	687,100.84	776,709.49	42,988.07
7.0	DISTRIBUTION EXPENSE-MAINTENANCE.....	1,735,356.41	2,579,144.72	1,812,322.17	266,469.57
8.0	CONSUMER ACCOUNTS EXPENSE.....	1,132,611.05	1,292,827.32	1,207,124.20	123,782.42
9.0	CUSTOMER SERVICE & INFORMATIONAL EXPENSE.	7,586.31	25,433.37	7,499.98	5,283.81
10.0	SALES EXPENSE.....	.00	.00	.00	.00
11.0	ADMINISTRATIVE & GENERAL EXPENSE.....	2,551,962.71	2,898,201.55	2,751,802.00	290,101.03
12.0	TOTAL OPERATIONS & MAINTENANCE EXPENSE...	23,158,256.58	27,152,395.14	23,682,378.67	3,005,854.10
13.0	DEPRECIATION & AMORTIZATION EXPENSE.....	2,025,832.79	2,166,832.86	2,204,081.24	250,592.51
14.0	TAX EXPENSE - PROPERTY & GROSS RECEIPTS..	.00	.00	.00	.00
15.0	TAX EXPENSE - OTHER.....	.00	.00	.00	.00
16.0	INTEREST ON LONG TERM DEBT.....	1,406,217.88	1,313,535.38	1,471,800.74	137,963.69
17.0	INTEREST CHARGED TO CONSTRUCTION - CREDIT	.00	.00	.00	.00
18.0	INTEREST EXPENSE - OTHER.....	.00	.00	.00	.00
19.0	OTHER DEDUCTIONS.....	123,089.13	123,089.13	123,089.22	13,676.57
20.0	TOTAL COST OF ELECTRIC SERVICE.....	26,713,396.38	30,755,852.51	27,481,349.87	3,408,086.87
21.0	PATRONAGE CAPITAL & OPERATING MARGINS....	7,838,104.08	7,975,841.60	6,571,131.13	1,654,223.08
22.0	NON OPERATING MARGINS - INTEREST.....	868,030.23	1,174,805.28	712,499.99	118,888.30
23.0	ALLOW. FOR FUNDS USED DURING CONSTRUCTION	.00	.00	.00	.00
24.0	INCOME (LOSS) FROM EQUITY INVESTMENTS....	.00	.00	.00	.00
25.0	NON OPERATING MARGINS - OTHER.....	5,747.74	(2,831.44)	(225,000.00)	.00
26.0	GENERATION & TRANSMISSION CAPITAL CREDITS	.00	.00	.00	.00
27.0	OTHER CAPITAL CREDITS & PATRONAGE DIVID..	238,210.72	234,105.82	157,890.00	168,690.05
28.0	EXTRAORDINARY ITEMS.....	.00	.00	.00	.00
29.0	PATRONAGE CAPITAL OR MARGINS.....	8,950,092.77	9,381,921.26	7,216,521.12	1,941,801.43

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BALANCE SHEET

LINE NO	ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS		
1.0	TOTAL UTILITY PLANT IN SERVICE	162,034,170.46	30.0	MEMBERSHIPS	.00
2.0	CONSTRUCTION WORK IN PROGRESS	19,374,538.84	31.0	PATRONAGE CAPITAL	.00
3.0	TOTAL UTILITY PLANT	181,408,709.30	32.0	OPERATING MARGINS-PRIOR YEARS	94,594,716.81
4.0	ACCUM PROV FOR DEP & AMORT	(49,150,287.37)	33.0	OPERATING MARGINS-CURRENT YEAR	8,207,115.98
5.0	NET UTILITY PLANT	132,258,421.93	34.0	NON-OPERATING MARGINS	1,174,805.28
6.0	NON-UTILITY PROPERTY (NET)	.00	35.0	OTHER MARGINS & EQUITIES	21,042,015.71
7.0	INVEST IN SUBSIDIARY COMPANIES	.00	36.0	TOTAL MARGINS & EQUITIES	125,018,653.78
8.0	INV IN ASSOC ORG - PAT CAPITAL	3,659,541.83	37.0	LONG TERM DEBT - RUS (NET)	.00
9.0	INV IN ASSOC ORG OTHR GEN FND	.00		(PAYMENTS-UNAPPLIED	.00)
10.0	INV IN ASSOC ORG - NON GEN FND	.00	38.0	LNG-TERM DEBT-FFB-RUS GUAR	.00
11.0	INV IN ECON DEVEL PROJECTS	.00	39.0	LONG-TERM DEBT OTHER-RUS GUAR	.00
12.0	OTHER INVESTMENTS	.00	40.0	LONG TERM DEBT - OTHER (NET)	47,619,908.33
13.0	SPECIAL FUNDS	.00	41.0	LNG-TERM DEBT-RUS-ECON DEV NET	.00
14.0	TOT OTHER PROP & INVESTMENTS	3,659,541.83	42.0	PAYMENTS - UNAPPLIED	.00
15.0	CASH - GENERAL FUNDS	3,203,442.50	43.0	TOTAL LONG TERM DEBT	47,619,908.33
16.0	CASH - CONSTRUCTION FUND TRUST	.00	44.0	OBLIGATION UNDER CAPITAL LEASE	.00
17.0	SPECIAL DEPOSITS	.00	45.0	ACCUM OPERATING PROVISIONS	.00
18.0	TEMPORARY INVESTMENTS	31,519,370.77	46.0	TOTAL OTHER NONCURR LIABILITY	.00
19.0	NOTES RECEIVABLE (NET)	.00	47.0	NOTES PAYABLE	.00
20.0	ACCTS RECV - SALES ENERGY (NET)	3,929,744.40	48.0	ACCOUNTS PAYABLE	3,363,697.78
21.0	ACCTS RECV - OTHER (NET)	247,800.11	49.0	CONSUMER DEPOSITS	371,000.00
22.0	RENEWABLE ENERGY CREDITS	.00	50.0	CURR MATURITIES LONG-TERM DEBT	.00
23.0	MATERIAL & SUPPLIES-ELEC & OTH	5,054,961.63	51.0	CURR MATURIT LT DEBT ECON DEV	.00
24.0	PREPAYMENTS	322,941.10	52.0	CURR MATURITIES CAPITAL LEASES	.00
25.0	OTHER CURRENT & ACCR ASSETS	.00	53.0	OTHER CURRENT & ACCRUED LIAB	1,721,283.60
26.0	TOTAL CURRENT & ACCR ASSETS	44,278,260.51	54.0	TOTAL CURRENT & ACCRUED LIAB	5,455,981.38
27.0	REGULATORY ASSETS	.00	55.0	REGULATORY LIABILITIES	.00
28.0	OTHER DEFERRED DEBITS	2,234,252.59	56.0	OTHER DEFERRED CREDITS	4,335,933.37
29.0	TOTAL ASSETS & OTHER DEBITS	182,430,476.86	57.0	TOTAL LIABILITIES & OTH CREDIT	182,430,476.86



September-24

			YTD Dividend Received
Beginning Balance	\$	4,616,696	
Bank of Nevada 1.4%	\$	3,187,386	\$ 7,561
America First Credit Union 1.5%	\$	14,911	\$ 43
Bank of Nevada Investment .55%	\$	138,769	
CFC Member Capital Sec 5%	\$	500,000	\$ 15,376
Month Ending Balance	\$	3,841,066	
Net Increase/Decrease Prior Month	\$	(775,630)	

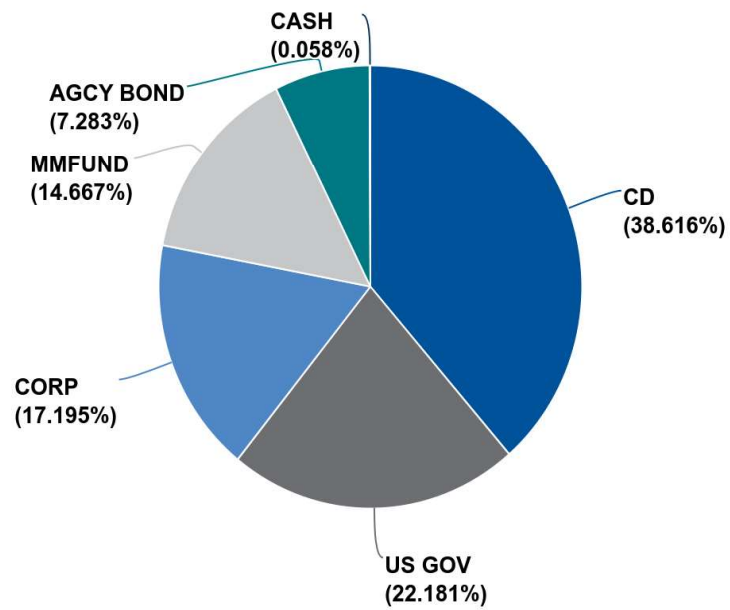


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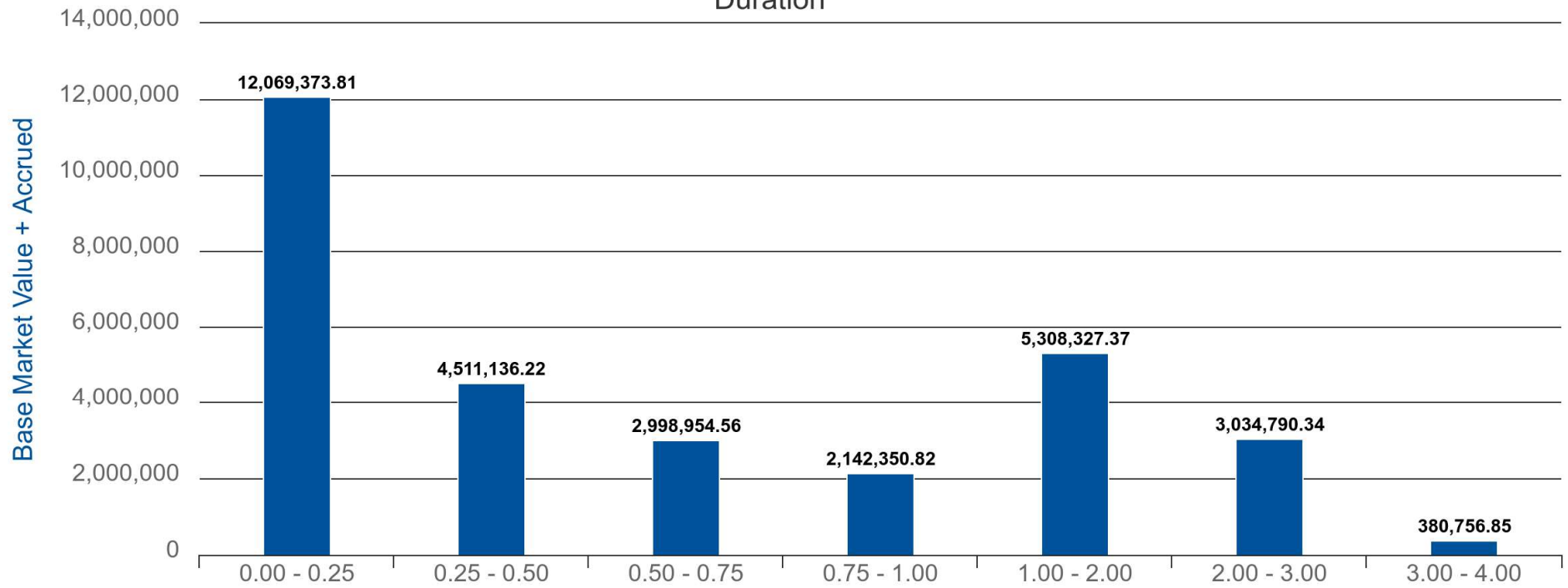
GAAP Financials
Moreton-Overton Power Dist #5 (279263)
10/06/2021 -09/30/2024

		Moreton-Overton Power Dist #5	
		9/30/2024	
Balance Sheet			YTD Dividend Received
Book Value less Due		30,054,001.80	
Due and Accrued		208,311.96	
Book Value + Accrued - 4.62%		\$ 30,262,313.76	\$ 1,077,221
Net Unrealized Carrying Value Gain		183,376.21	
Carrying Value and Accrued		30,445,689.97	
Goldman Sachs Group - 4.83%		\$ 617,928.35	\$ 74,605

Security Type



Duration



NUMBER OF CUSTOMERS SUMMARY BY MONTH

	Change	2024	2023
January	45	18,319	17,931
February	30	18,349	17,972
March	62	18,411	17,980
April	35	18,446	17,994
May	4	18,450	18,016
June	76	18,526	18,037
July	49	18,575	18,103
August	7	18,582	18,110
September	50	18,632	18,077
October			18,136
November			18,214
December			18,274

RATIOS

	Current	Minimum	Goal	Median By Size
MDSC	2.58	1.35	1.85	1.93
EQUITY AS A % OF ASSETS	68.57%	39.50%	57.00%	45.72%
TIER	7.35	1.25	4.00	2.62

DRAFT

CONNECTION FEES

	QUANTITY		AMOUNT
Jul-24	42	\$	44,243
Aug-24	18	\$	17,088
Sep-24	23	\$	33,153

CURRENT BILLING ARRANGEMENTS

		QUANTITY		AMOUNT
Jul-24	Residential	61	\$	15,509
Jul-24	Commercial	0	\$	-
Aug-24	Residential	63	\$	16,035
Aug-24	Commercial	10	\$	4,048
Sep-24	Residential	36	\$	8,080
Sep-24	Commercial	3	\$	3,124

ROUND UP PROGRAM

	VIRGIN VALLEY	MOAPA VALLEY
Sep-24	\$ 2,267	\$ 1,698

OVERTON POWER DISTRICT NO. 5

C.F.C. LOAN STATUS

LINE OF CREDIT BALANCE OWED

\$ -

QUARTERLY PAYMENT

September-24

\$

1,425,525.99

LONG-TERM LOAN

	BEGINNING PRINCIPAL	Interest Rate	Due for Repricing	Effective Interest Rate	
9000001	\$1,119,464.30 *	2.28%		1.83%	Sep-28
9000002	\$1,119,464.30 *	2.28%		1.83%	Sep-28
9000003	\$1,575,723.27 *	2.28%		1.83%	Sep-28
9000004	\$1,595,607.47	4.90%		4.45%	Sep-28
9000006	\$1,404,191.51	2.41%		1.96%	Sep-28
9000007	\$1,397,735.81	5.18%		4.73%	Sep-28
9000008	\$1,477,966.57	5.05%		4.60%	Sep-28
9000009	\$1,496,022.77	4.10%		3.65%	Sep-28
9002001	\$12,251,240.67 *	4.60%		4.15%	Dec-38
9002002	\$40,227.54 *	4.60%		4.15%	Dec-38
9003001	\$15,937,330.09	3.98%		3.53%	Dec-46
9003002	\$8,204,934.04	3.91%		3.46%	Dec-41
	\$47,619,908.33				

Current

Avg Interest Rate After Discounts

3.35%

CFC
FINANCIAL AND STATISTICAL REPORT

PART R. POWER REQUIREMENTS DATA BASE

CLASSIFICATION	CONSUMER SALES & REVENUE DATA	June	July	August	September	Totals	Cents per kWh
		(f)	(g)	(h)	(i)		
1. Residential Sales (excluding seasonal)	a. No. Consumers Served	15,509	15,549	15,569	15,592	15,498	0.1052
	b. KWH Sold	19,961,146	28,152,128	31,020,733	25,524,310	182,094,212	
	c. Revenue	2,092,412	2,846,146	3,116,229	2,606,326	19,156,820	
2. Residential Sales - Seasonal	a. No. Consumers Served					0	
	b. KWH Sold					0	
	c. Revenue					0	
3. Irrigation Sales	a. No. Consumers Served	34	33	33	33	34	0.1051
	b. KWH Sold	78,138	87,046	88,170	92,336	639,636	
	c. Revenue	8,828	9,062	9,148	6,604	67,244	
4. Comm. and Ind. 1000 KVA or Less 500 kW or Less	a. No. Consumers Served	2,452	2,465	2,450	2,474	2,389	0.0989
	b. KWH Sold	7,845,997	9,277,591	10,067,982	8,950,633	66,392,201	
	c. Revenue	770,242	888,063	949,197	860,659	6,563,553	
5. Comm. and Ind. Over 1000 KVA 500 kW or More	a. No. Consumers Served	18	16	17	17	16	0.1091
	b. KWH Sold	9,987,404	10,070,855	10,362,929	10,481,458	81,530,157	
	c. Revenue	1,038,464	1,058,348	1,081,370	1,089,182	8,898,796	
6. Public Street & Highway Lighting	a. No. Consumers Served	257	255	255	258	256	0.1197
	b. KWH Sold	132,629	120,983	128,400	139,190	1,439,159	
	c. Revenue	17,087	16,169	16,716	17,580	172,326	
7. Other Sales to Public Authority	a. No. Consumers Served	256	257	258	258	256	0.0884
	b. KWH Sold	3,148,277	3,599,760	3,865,814	3,792,623	26,510,280	
	c. Revenue	273,245	309,135	324,461	327,351	2,342,525	
8. Sales for Resales-REA Borrowers	a. No. Consumers Served					0	
	b. KWH Sold					0	
	c. Revenue					0	
9. Sales for Resales-Other	a. No. Consumers Served					0	
	b. KWH Sold					0	
	c. Revenue					0	
10. TOTAL No. of Consumers (lines 1a thru 9a)		18,526	18,575	18,582	18,632		
11. TOTAL KWH Sold (lines 1b thru 9b)		41,153,591	51,308,363	55,534,028	48,980,550	358,605,645	
12. TOTAL Revenue Received From Sales of Electric Energy (line 1c thru 9c)		4,200,278	5,126,923	5,497,121	4,907,701	37,201,264	0.1037
13. Other Electric Revenue		334,538	132,336	227,778	154,609	1,530,430	
14. KWH - Own Use		77,984	99,583	113,818	103,130	627,342	
15. TOTAL KWH Purchased		51,493,067	59,352,021	55,556,129	44,579,760	384,814,483	
16. TOTAL KWH Generated						0	
17. Cost of Purchases and Generation		2,452,121	2,956,488	2,625,481	2,192,130	18,872,331	
18. Interchange - KWH - Net						0	
19. Peak - Sum All KW Input (Metered)						0	
Non-coincident __X__ Coincident		118,990	124,764	120,331	106,782	0	

Monthly Cost	0.0476	0.0498	0.0473	0.0492
Monthly Revenue	0.1021	0.0999	0.0990	0.1002
2024 Avg Cost	0.0493	0.0494	0.0491	0.0491

CFC

FINANCIAL AND STATISTICAL REPORT

PART R. POWER REQUIREMENTS DATA BASE

CLASSIFICATION	CONSUMER SALES & REVENUE DATA	June	July	August	September	Totals	Cents per kWh
		(f)	(g)	(h)	(i)		
10. TOTAL No. of Consumers (lines 1a thru 9a)		18,526	18,575	18,582	18,632		
11. TOTAL KWH Sold (lines 1b thru 9b)		41,153,591	51,308,363	55,534,028	48,980,550	358,605,645	
12. TOTAL Revenue Received From Sales of Electric Energy (line 1c thru 9c)		4,200,278	5,126,923	5,497,121	4,907,701	37,201,264	0.1037
13. Other Electric Revenue		334,538	132,336	227,778	154,609	1,530,430	
14. KWH - Own Use		77,984	99,583	113,818	103,130	627,342	
15. TOTAL KWH Purchased		51,493,067	59,352,021	55,556,129	44,579,760	384,814,483	
16. TOTAL KWH Generated						0	
17. Cost of Purchases and Generation		2,452,121	2,956,488	2,625,481	2,192,130	18,872,331	
18. Interchange - KWH - Net						0	
19. Peak - Sum All KW Input (Metered)						0	
Non-coincident <input checked="" type="checkbox"/> Coincident <input type="checkbox"/>		118,990	124,764	120,331	106,782	0	

Monthly Cost	0.0476	0.0498	0.0473	0.0492
Monthly Revenue	0.1021	0.0999	0.0990	0.1002
2024 Avg Cost	0.0493	0.0494	0.0491	0.0491

VOID	CHECK	SEQ BRK	DATE	VENDOR	NAME	AMOUNT	DESCRIPTION
	4420		9/05/24	2105	NV ENERGY	2,555.00	NVE JULY 2024 OASIS
	4421		9/11/24	2105	NV ENERGY	142,569.21	NVE JULY 2024 POWER
	4422		9/12/24	2105	NV ENERGY	615.40	NVE EIM AUG 2024
	4423		9/04/24	2395	PUBLIC EMPLOYEES RETIREMENT	212,478.83	EMPLOYEE/BOARD RETIREMENT
	4424		9/16/24	5020	MORGAN STANLEY CAPITAL GROUP	2,110,179.90	MS AUGUST POWER
	4425		9/13/24	4953	HSA BANK	7,320.25	EMPLOYEE HSA CONTRIBUTIONS
	4426		9/10/24	4687	BANK OF NEVADA	208,000.00	TRANSFER PR#2419
	4427		9/25/24	635	COLORADO RIVER COMMISSION	349,634.10	CRC JULY 24 ADJ CRC SEP POWER /CRC PDAF NOV 24
	4428		9/20/24	549	CITY OF MESQUITE	2,006.66	HYDRO POWER - JUL 24/SEP 2024
	4429		9/20/24	4687	BANK OF NEVADA	11,267.90	VISA CHARGES
	4430		9/25/24	4687	BANK OF NEVADA	215,500.00	TRANSFER PR#2420 & PR#2461
	4431		9/26/24	4953	HSA BANK	185.50	HSA DEBIT
	4432		9/27/24	4953	HSA BANK	7,520.25	EMPLOYEE HSA CONTRIBUTIONS
	4433		9/30/24	3953	CFC, INC.	1,425,525.99	QUARTERLY PAYMENT
	59447	*	9/04/24	1586	LIN'S SUPERMARKETS INC.	294.14	BOARD MEETING HR PROJECT SAFETY MEETING EXPENSE WATER - OVERTON OFFICE
	59448		9/04/24	1805	MESQUITE LUMBER & SUPPLY	245.97	WASP & HORNET KILLER 20 OZ RECIP BLD, SAWZALL BLADE CONNECTOR COMP EMT, STRAP, SEAL ROD 3/8X36STL ZINC YELLOW, TAPE CLAMPS, GREAT STUFF FOAM
	59449		9/04/24	1920	MOAPA VALLEY TELEPHONE	2,655.23	MOAPA PHONES
	59450		9/04/24	2045	NRECA	99,859.32	2024 INSURANCE PREMIUM
	59451		9/04/24	2046	NRECA	26,093.00	ANNUAL MEMBERSHIP DUES
	59452		9/04/24	2173	NORTHERN POWER EQUIPMENT	5,819.00	RITZ 100:5 CT'S CREDIT - RETURN FUSE ELBOWS ELBOW FUSES SOCKET EYE HOT LINE
	59453		9/04/24	2234	OVERTON ACE HARDWARE	84.85	BLUEDEF FLUID 2.5 GAL

VOID	CHECK	SEQ BRK	DATE	VENDOR	NAME	AMOUNT	DESCRIPTION
							OVAL RUN CAPACITORM RD RUN NUTS & BOLTS, 1" RGD STRAP
	59454		9/04/24	2490	RELIANCE CONNECTS	1,609.98	MESQUITE PHONES
	59455		9/04/24	3304	VIRGIN VALLEY WATER DISTRICT	829.35	MESQUITE WATER
	59456		9/04/24	3793	WHIPPLE JAY D	100.00	PEST CONTROL SERVICE
	59457		9/04/24	5422	IRBY	73,240.60	167 KVA PAD MNT TRANSFORMERS 167 KVA PAD MNT TRANSFORMERS 167 KVA PAD MNT TRANSFORMERS 167 KVA PAD MNT TRANSFORMERS ARMOR ROD 1.099-1.139, SUSPENION CONNECTOR COPPER TOP 1/0 STR
	59458		9/04/24	5504	E&M CONTRACTING LLC	35,480.00	CONTROL BUILDING FOUNDATION CONCRETE FOUNDATIONS
	59459		9/04/24	5585	AGUILAR PABLO	1,775.00	MAINTENANCE OF VEHICLES MAINTENANCE OF VEHICLES
	59460		9/04/24	5736	PROLEC-GE WAUKESHA, INC	20,378.11	KIT CONTACT 550L
	59461		9/04/24	5741	AIR CONDITIONING DISCOUNT	5.10	FIBERGLASS FILTER
	59462		9/05/24	3285	VIRGIN VALLEY DISPOSAL	257.79	DISPOSAL SERVICE
	59463		9/05/24	5742	BIG LUDS BBQ LLC	2,000.00	OPD HOLIDAY PARTY EXPENSE
	59464		9/05/24	559	CLARK COUNTY TREASURER	278.10	180 PULSIPHER LN
	59465		9/05/24	1805	MESQUITE LUMBER & SUPPLY	123.96	CONDUIT DRILL BITS TITAN, OX
	59466		9/11/24	1020	FEDERATED RURAL ELECTRIC INS	212,046.00	ALL RISK BLANKET 10/1/23-10/1/25 DIRECTORS, OFFICERS & MANAGERS COMM. UMBRELLA 10/1/23 - 10/1/25 WORKERS COMP 10/1/24 - 10/1/25
	59467		9/11/24	2046	NRECA	602.00	RE MAGAZINE SUBSCRIPTIONS
	59468		9/11/24	2491	RIO VIRGIN TELEPHONE CO.	642.23	PHONE SERVICE
	59469		9/11/24	3722	BOYCE, INC.	150.00	PORTABLE TOLIET RNTL -JOB 210701
	59470		9/11/24	4627	HUERTA NICOLAS LOPEZ	17,500.00	TREE TRIMMING
	59471		9/11/24	4701	MESQUITE FORD	216.70	SEAT COVERS ELEMENT ASY AIR CLEANER
	59472		9/11/24	4708	ROYAL SANITARY SERVICES	180.00	RENTAL-7/16/24 -8/12/24 -220397

VOID	CHECK	SEQ BRK	DATE	VENDOR	NAME	AMOUNT	DESCRIPTION
	59473		9/11/24	5008	HIGH SIERRA ELEVATOR INSPECT	567.90	ANNUAL CAT 1 TESTING / INSPECTIO
	59474		9/11/24	5046	COASTLINE EQUIPMENT COMPANY	1,258.74	FASTENERS, TIGER TOOTH, SHIM, SC
	59475		9/11/24	5422	IRBY	13,192.00	XFRM BUSHING 69KV CHANCE CLASS 2 GLOVES
	59476		9/11/24	5571	SHELDON, MEAGAN	3,504.40	REFUND 1/2 TRANSF-EXT COST
	59477		9/11/24	5599	MCCANDLESS TRUCK CENTER LLC	933.11	SHIELD HEAT NON BRIGHT, WASHER
	59478		9/11/24	5615	JUAN CARLOS SANCHEZ LOPEZ	850.00	GENERAL MAINT. OF PLANT
	59479		9/11/24	5682	NAPA AUTO PARTS - LA041	196.70	NAPA CLASS ONE BATTERY 36 MO
	59480		9/17/24	565	CLARK COUNTY RECORDER	84.00	LIENS
	59481		9/17/24	695	COOPER, MENDIS	276.00	PER DIEM - NRECA REGION 9 MTGS
	59482		9/17/24	1084	HANSEN, KEVEN	138.00	PER DIEM APS MEETING
	59483		9/17/24	1586	LIN'S SUPERMARKETS INC.	1,609.50	FOOD DRIVE EXPENSE
	59484		9/17/24	4333	JANTZ, BENJAMIN	26.00	REIMBURSE TOOL EXPENSE
	59485		9/17/24	4364	THE LOCAL PAGES	557.00	ANNUAL DIRECTORY LISTING
	59486		9/17/24	4382	SHANER, SHANNON	320.00	PER DIEM - METERING SCHOOL
	59487		9/17/24	4451	QUINONES, SALVADOR	320.00	PER DIEM - METERING SCHOOL
	59488		9/17/24	4742	NELSON JACK WILLIAM	709.70	PER DIEM, MILEAGE, NREA MEETING 500 DIRECTOR FEE, 60.30 MILEAGE
	59489		9/17/24	4903	BUNKER ROBERT	500.00	500 DIRECTOR FEE
	59490		9/17/24	4904	YOUNG MIKE	952.20	500 DIRECTOR FEE PER DIEM, MILEAGE, NREA MEETING PER DIEM - NRECA REG. 9 MEETING
	59491		9/17/24	4905	METZ JUDITH	649.40	500 DIRECTOR FEE PER DIEM, MILEAGE, NREA MEETING
	59492		9/17/24	5034	LEAVITT CHAD	696.30	500 DIRECTOR FEE, 60.30 MILEAGE PER DIEM, MILEAGE, NREA MEETING
	59493		9/17/24	5237	JONES RICHARD A	649.40	500 DIRECTOR FEE PER DIEM, MILEAGE, NREA MEETING
	59494		9/17/24	5271	FLEET EQUIPMENT SERVICES, LL	903.49	REPAIRS - 50-0032
	59495		9/17/24	5422	IRBY	71,493.50	DEAD END SHIELD WIRE

VOID	CHECK	SEQ BRK	DATE	VENDOR	NAME	AMOUNT	DESCRIPTION
							4/0 STRANDED BARE19STR
	59496		9/17/24	5517	VIEW ON MESQUITE MAGAZINE	400.00	ADVERTISING
	59497		9/17/24	5599	MCCANDLESS TRUCK CENTER LLC	1,185.81	PUMP ASSY FUEL BRUSHLESS
	59498		9/17/24	5623	RUST MORRIS DALE	676.20	500 DIRECTOR FEE PER DIEM, MILEAGE, NREA MEETING
	59499		9/19/24	3764	INTERMOUNTAIN POWER SUPERINT	250.00	APPRENTICE TESTING
	59500		9/19/24	4510	VALLEJO, OMAR	690.00	REIMBURSE TRAINING EXPENSE
	59501		9/19/24	4942	XTREME STITCH & PRINT	1,813.93	GENERAL MERCHANDISE
	59502		9/19/24	5388	GONZALEZ, LUIS	124.84	REIMBURSE TRAINING EXP. - FUEL
	59503		9/19/24	5476	WILLIAMS YARDSCAPES LLC	550.00	GENERAL MAINT. OF PLANT
	59504		9/19/24	5527	K&J LEISHMAN CONS. INC	12,548.00	MESQUITE WAREHOUSE ADD ON
	59505		9/19/24	5549	KLUNKER, JARED	200.00	REIMBURSE TOOL EXPENSE
	59506		9/19/24	5645	SKYBITZ TANK MONITORING CORP	60.00	TANK MONITORING
	59507		9/19/24	5735	FALCON BUILDINGS	34,000.00	MESQUITE WAREHOUSE ADDITION
			TOTAL CHECKS	75	TOTAL AMOUNT	5,350,711.54	

VOID	ACH	SEQ BRK	DATE	VENDOR	NAME	AMOUNT	DESCRIPTION
		1643	9/04/24	605	HOME HARDWARE AND VARIETY	136.01	FLEXIBLE TUBING CLAMP CONNECTOR, DPLX OUTLET 12 STATION IN/OUT TIMER
		1644	9/04/24	1175	HUGHES OIL COMPANY	7,184.00	BULK GAS/DIESEL OVERTON BULK GAS/DIESEL MESQUITE
		1645	9/04/24	2046	NRECA	6,957.52	2024 INSURANCE ADMIN FEE
		1646	9/04/24	2864	T&R ELECTRIC SUPPLY CO. INC	96,282.53	PADMOUNT TRANSFORMERS PADMOUNT TRANSFORMERS 300 KVA PAD MOUNT 167 KVA PAD MOUNT TRANSFORMER 50KVA PAD MOUNT TRANSFORMER 167 KVA PAD MOUNT TRANSFORMER
		1647	9/04/24	3717	COMPUNET, INC.	727.50	MICROSOFT WINDOWS SERVER -ANNUAL
		1648	9/04/24	3802	GENTRY GIS, LLC	3,300.00	MAPPING, MILSOFT, WINDMIL
		1649	9/04/24	4291	RESERVE ACCOUNT	300.00	RESERVE ACCOUNT POSTAGE
		1650	9/04/24	4501	INCONTACT, INC.	165.54	OV LONG DISTANCE MQ LONG DISTANCE
		1651	9/04/24	4608	SAVANIC TRANSPORT	83,091.50	TORTOISE FEE - LONG DRIVE EXCAVATION AND BACKFILL TORTOISE FEE EXCAVATOR HARD DIG & ROCK RAPTOR IMPROVEMENTS
		1652	9/04/24	4888	WESTERN UNITED ELECTRIC SUPP	182,484.94	100 KVA SINGLE PHS TRANSFORMER FUSE TYPE K 100 AMP 100 KVA SINGLE PHS TRANSFORMER 100 KVA SINGLE PHS TRANSFORMER 100 KVA SINGLE PHS TRANSFORMER 100 KVA SINGLE PHS TRANSFORMER ARRESTER DISTRIBUTION, PVC CEMEN
		1653	9/04/24	4899	ROBISON, VERNON A	1,845.00	PUBLIC RELATIONS CONSULTANT
		1654	9/04/24	4925	CREATIVE CLEANING SERVICES	2,823.00	CLEANING SERVICE - AUGUST 24
		1655	9/04/24	5012	TINKS SUPERIOR AUTO PARTS	399.27	SANDPAPER ROLLS, 3M STIKIT BLUE SPARK PLUG LASER GAP, BELTS, FIL
		1656	9/04/24	5297	J7 ENTERPRISES LLC	2,184.00	200A PANEL INSTLL/MATERIAL
		1657	9/04/24	5550	MADDOX INDUSTRIAL TRANSFORMR	46,360.00	500 KVA PAD MOUNT TRANSFORMER
		1658	9/04/24	5734	NEVADA CENTRAL MEDIA LLC	875.00	ADVERTISING

VOID	ACH	SEQ BRK	DATE	VENDOR	NAME	AMOUNT	DESCRIPTION
		1659	9/11/24	453	BULLDOG PEST CONTROL INC.	130.00	PEST CONTROL SERVICE
		1660	9/11/24	975	ESCI	2,575.00	SAFETY & TRAINING SERVICES
		1661	9/11/24	2046	NRECA	60.00	REA# 29004 - HRA ACCOUNT - ADMIN
		1662	9/11/24	2120	NEVADA RURAL ELECTRIC ASSOC	3,000.00	NREA ANNUAL MEETING EXPENSE
		1663	9/11/24	3717	COMPUNET, INC.	2,312.50	LABOR CHARGE - AUGUST 2024
		1664	9/11/24	3757	MONSEN ENGINEERING LLC	1,358.52	48" LATH 50PC BUNDLE, NAILS, STA CHRISNIK TRUE PLUMB
		1665	9/11/24	4422	STATE OF NEVADA	824.99	PEBP INSURANCE
		1666	9/11/24	4505	ONLINE INFORMATION SERVICES	587.98	ONLINE UTLITY EXCHANGE
		1667	9/11/24	4888	WESTERN UNITED ELECTRIC SUPP	42,978.53	CONDUIT 4" SPLIT SCH 40 #2 URD TRIPLEX, COUPLING 100 KVA SINGLE PHS TRANSFORMER
		1668	9/11/24	4971	FUTURA SYSTEMS INC.	4,167.00	MONTHLY CHGS, FLEX, FIELD PRO, G
		1669	9/11/24	4981	PIONEER UTILITY RESOURCES	290.00	WEB HOSTING / MAINTENANCE
		1670	9/11/24	4999	GE-PROLEC TRANSFORMERS, INC	750,162.60	60MVA 60/80/100 TRANSFORMER 60MVA 60/80/100 TRANSFORMER PMT
		1671	9/11/24	5031	ACLARA TECHNOLOGIES LLC	23,155.00	SET UP INTEGRN FEE - MILESTONE 3
		1672	9/11/24	5042	AMAZON CAPITAL SERVICES	3,607.68	MIKWAUKEE CORDLESS HEX IMPACT DR MAGNETIC NAME BADGE HOLDER, INSE COAXIAL CABLE, 40 AMP CONTACTOR 1 1/2 IN CABLE GROMMET - BLACK MTN OPS ELECTROLYTE POWDER RICO 4080 FUSING UNIT, FIBER CA FLUKE 323 CLAMP METERS ELECTOLYTE POWDER DELL CURVED MONITOR - 34 INCH MOLDEX EARPLUGS SPARKPLUGS MONITOR STANDS, PC MOUNTS EYE WASH SOLUTION QUART CLEAR PVC CONDUIT GLUE MIKASA GAS CAP FILE FOLDERS, HANGING FOLDERS, T PENS, MEMO PADS, TAPE, LABELS OFFICE SUPPLIES, FILE FOLDERS, DRILL/DRIVER SET, KEY CABINET,
		1673	9/11/24	5203	LADWP -DEPT OF WATER & POWER	8,738.28	MOAPA SOLAR
		1674	9/11/24	5263	ON-HOLD CONCEPTS	125.00	DIGITAL SIGNAGE PROGRAM SERVICE

VOID	ACH	SEQ BRK	DATE	VENDOR	NAME	AMOUNT	DESCRIPTION
		1675	9/11/24	5465	SKYMIRA LLC	286.00	VOICE & VOICE MAIL MESSAGES UNLIMITED SATELITE PTT SERVICE
		1676	9/11/24	5503	FACIL ENTERPRISES, INC	500.00	HR CONSULTING
		1677	9/11/24	5524	BIGHORN CONSTRUCTION INC	7,400.00	HAMMER & GRADE ROAD
		1678	9/11/24	5634	TYNDALE USA	90.95	FR CLOTHING
		1679	9/17/24	1175	HUGHES OIL COMPANY	1,876.40	BULK GAS/DIESEL OVERTON
		1680	9/17/24	1310	JENSEN PRECAST	6,096.00	4X4X6 VAULTS
		1681	9/17/24	1435	KNIGHT & LEAVITT ASSOC INC	2,291.21	TORTOISE /CULTURAL MONITORING/
		1682	9/17/24	1940	MOAPA VALLEY WATER DISTRICT	869.97	HYDRANT METER - JOB 200564 HYDRANT METER - TORTOISE SUB MOAPA VALLEY WATER
		1683	9/17/24	2285	ALTEC INDUSTRIES, INC.	162.48	SYNTHETIC ROPE ASSEMBLY
		1684	9/17/24	2709	MERIDIAN COOPERATIVE, INC	40,342.45	SFTW SUPPORT, PSTG, BILLING, CON
		1685	9/17/24	2864	T&R ELECTRIC SUPPLY CO. INC	31,939.10	PAD MOUNT TRANSFORMERS PAD MOUNT TRANSFORMERS
		1686	9/17/24	4888	WESTERN UNITED ELECTRIC SUPP	136,251.17	167 SS PAD MNT TRANSFORMER 167 SS PAD MNT TRANSFORMERS HV ELBOW ARRESTERS 500 KVA & 750KVA PAD MNT TRANSF. 300KVA PAD MNT TRANSFORMER
		1687	9/17/24	4899	ROBISON, VERNON A	1,949.99	PUBLIC RELATIONS CONSULTANT
		1688	9/17/24	5012	TINKS SUPERIOR AUTO PARTS	595.48	TIRE REPAIR PROBE, NEEDLE, KIT FUEL FILTER, BRAKE CLEANER PANEL FILTER, VALVOLINE PREMIUM
		1689	9/17/24	5104	SAUBER MFG.CO.	27,940.00	SELF LOADING WIRE TRAILER
		1690	9/17/24	5137	GE GRID SOLUTIONS LLC.	572,797.01	138KV CRCT BREKER W/SF6 GAS 230 KV CIRCUIT BREAKERS
		1691	9/17/24	5634	TYNDALE USA	705.75	FR CLOTHING FR CLOTHING
		1692	9/19/24	5137	GE GRID SOLUTIONS LLC.	717,545.99	138KV CRCT BREKR W/SF6 GAS
		1693	9/19/24	4077	LJ MCCORMICK ENT. INC	10,820.00	TRENCHING & CONDUIT
		1694	9/19/24	4714	MILLS & MILLS LAW GROUP	1,415.00	LEGAL FEES

VOID	ACH	SEQ	SEQ BRK	DATE	VENDOR	NAME	AMOUNT	DESCRIPTION
		1695		9/19/24	4980	OFFICE1	357.00	ENGINEERING SUB PRINTER MAINT.
		1696		9/19/24	5705	SCHROEDER, RANDY	43,537.17	TORT TO GILA RE ROUTE
			TOTAL ACH		54	TOTAL AMOUNT	2,884,958.01	
			GRAND TOTAL		129	GRAND TOTAL AMOUNT	8,235,669.55	



**Overton Power District #5
BOARD OF TRUSTEE'S
OCTOBER 16, 2024
ACTION ITEM – H**

SUBJECT: Review and Possible Approval of a Non-Disclosure Agreement with GLS Project Fabian
PETITIONER: Staff
RECOMMENDATIONS: Approval

FISCAL IMPACT:

\$0

BACKGROUND:

Global Asset Positioning, LLC dba Global Location Strategies (GLS) is seeking to facilitate locating a manufacturing facility in OPD5's service territory. They have requested a non-disclosure agreement to facilitate an information exchange.

The non-disclosure agreement (NDA) allows staff to negotiate with GLS on details relating to future projects and client information. These negotiations are designed to establish pricing, develop contractual details, and to agree on terms that may be brought to the board for possible approval and action in the future. Staff cannot enter into an agreement without board approval.

PROPOSED MOTION:

To approve a Non-Disclosure Agreement with Global Location Strategies as presented and authorize the General Manager/CEO to execute the Agreement on behalf of OPD5.

**MUTUAL CONFIDENTIAL INFORMATION
NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT made and entered into this 17th day of October, 2024 by and between Overton Power District No. 5, a company incorporated under the laws of Nevada, with its principal place of business at 615 N Moapa Valley Blvd, Overton, NV 89040(“Company”) and GLOBAL ASSET POSITIONING, LLC d/b/a GLOBAL LOCATION STRATEGIES, a company incorporated under the laws of South Carolina, with its principal place of business at 310 Mills Avenue, Suite 103, Greenville, SC 29605 (“GLS”).

WITNESSETH:

WHEREAS, GLS has been engaged to perform certain services for a client (the “Client”) in connection with site selection for a project code named (“Project Fabian”): and

WHEREAS, the Company and GLS desire to exchange certain confidential information for certain purposes in connection with Project Fabian and as fully set forth below, and

WHEREAS, Company and GLS desire to enter into this Agreement to set forth the terms and conditions relating to the furnishing and handling of such confidential information;

NOW THEREFORE:

For and in consideration of the mutual promises and covenants of this Agreement, the parties each agree as follows:

1. **Purpose.** The Confidential Information shall be exchanged for the following purpose: to allow the Company and GLS to enter into discussions concerning site selection for Project Fabian where such discussions shall require the parties to share confidential information and data (“Purpose”).

2. **Definition of Confidential Information.** Confidential Information, as used in this Agreement, shall include but not be limited to information about the disclosing party and Client, Project Fabian and Client’s products, services, pricing, financial data, technology, business methods, research and development, contractual and business arrangements, marketing plans, safety designs, employees, customers, suppliers, distributors, or other such information relating to the disclosing party and furnished to the receiving party, whether orally or in writing, including any information that may have been furnished prior to the date of this Agreement. For purposes of this Agreement, where GLS is the disclosing party, Confidential Information shall also include any of the above-referenced information belonging to or concerning the Client or Project Fabian. Confidential Information also includes the existence or termination of this Agreement as well as any discussions between the Company, GLS or Client related to the Purpose. For avoidance of doubt, should GLS in furtherance of the Purpose at some point disclose the identity of the Client to the Company the identity of the Client shall be considered as

Confidential Information subject to the terms of this Agreement. The identity of the Client shall only no longer be considered Confidential Information when GLS informs the Company in writing that the identity of the Client is no longer subject to the terms of this Agreement or Section 2 C below applies. Confidential Information shall not include information which:

- A. was in the receiving party's possession or was known to the receiving party prior to its receipt from the disclosing party;
- B. was independently developed by the receiving party without the utilization of any Confidential Information;
- C. is or becomes public knowledge other than as a result of any action or inaction of the receiving party in breach of this Agreement;
- D. is or becomes available to the receiving party, without restriction as to disclosure or use, from a lawful source other than the disclosing party; or
- E. is required to be disclosed pursuant to government regulation or an order by a court of competent jurisdiction, provided that the disclosing party is given prompt notice of such government regulation or judicial action and is afforded an opportunity to intervene and prevent or limit the disclosure by the receiving party.

3. **Term.** The receiving party hereby agrees to receive and maintain Confidential Information from the disclosing party and its client in confidence for a period terminating on five (5) years from the date of receipt of such Confidential Information. The receiving party agrees to use all reasonable efforts: (i) to keep Confidential Information confidential; (ii) to prevent utilization of Confidential Information delivered hereunder for the benefit of anyone other than the parties hereto or for a use not in accordance with the Purpose; (iii) to prevent Confidential Information from being disclosed to any third party, except as specifically authorized in writing by the disclosing party, provided that Confidential Information may be disclosed to the receiving party's employees, subsidiaries, affiliates, clients, consultants, legal counsel, or other professional advisors ("Agents") if (a) such Agents reasonably require access thereto in connection with the Purpose, (b) such Agents agree to be bound by the terms of this Agreement, and (c) the receiving party is responsible for any violation of the terms of this Agreement by such Agents, even if the violation occurs after an Agent's relationship with the receiving party ends.

4. **Protection of Confidential Information.** The receiving party agrees to take such precautions as may reasonably be necessary to protect Confidential Information, as specified in Section 3 above. Precautions shall be deemed reasonable if at least equivalent to the receiving party's precautions with respect to its own confidential financial data, trade secrets, or marketing information.

5. **Intellectual Property Rights.** Except as hereafter provided, no license under any trademark, patent or copyright is either granted or implied by disclosure of any Confidential Information to the receiving party by the disclosing party. The parties agree that it shall be in the sole discretion of the disclosing party to allow the receiving party access to the Confidential Information for the Purpose.

6. **Accuracy of Information.** Neither party gives any warranties as to the accuracy and completeness of any information provided by the disclosing party hereunder. Any such information provided by the disclosing party is received "AS-IS."

7. **Return of Confidential Information.** Upon the written request of the disclosing party, the receiving party shall return or cause to be returned to the disclosing party all communications, writings, reports, plans, drawings, maps, data sheets or other tangible items provided by the disclosing party and containing or relating to the Confidential Information as well as all copies of such that remain in the receiving party's or its Agents' possession. Notwithstanding the foregoing, the receiving party may keep such copies of any such documents containing or relating to the Confidential Information as required by the receiving party's corporate document retention program. Such documents shall remain subject to the confidentiality obligations of this Agreement for the period of time set out in Section 3 above.

8. **Damages.** The receiving party acknowledges that disclosure or use of all or any part of the Confidential Information, in violation of this Agreement, could result in irreparable injury to the disclosing party and its client. Therefore, it is understood and agreed that monetary damages may not be a sufficient remedy for any breach of this Agreement by the receiving party, and that the disclosing party may be entitled to injunctive relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to any and all other remedies available at law or in equity.

9. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of South Carolina.

10. **Binding Arrangement.** This Agreement does not obligate the parties to actually enter into any arrangement in furtherance of the Purpose. In the event that the parties do in fact decide to enter into a binding arrangement, the terms and conditions of such arrangement should be governed by an executed written agreement negotiated by the parties in their sole discretion.

11. **General Provisions.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, with respect thereto. There are no other understandings or representations, expressed or implied, which are not expressed herein. The headings used in this Agreement are for ease of reference only and shall not affect the construction or interpretation of any of the provisions hereof. This Agreement may not be modified or amended other than by a written instrument executed by both parties. If one or more provisions of this Agreement are deemed unenforceable for any reason by any court, then the remaining provisions hereof shall nonetheless continue in full force and effect. The failure to enforce any term hereof shall not be deemed a waiver of future enforcement of that or any other term. The parties represent that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall

constitute one and the same instrument. Neither this Agreement, nor any interest herein, may be assigned, in whole or in part, by either party without the prior written consent of the other party hereto. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

{insert entity name}

Name: Mendis Cooper
Title: General Manager/CEO
Date: 10/17/2024

GLOBAL ASSET POSITIOING, LLC
d/b/a GLOBAL LOCATION STRATEGIES

Name: Dorothy (Didi) D. Caldwell
Title: Manager, President and Founding Principal
Date:



**Overton Power District #5
BOARD OF TRUSTEE'S
October 16, 2024
ACTION ITEM - I**

SUBJECT: Discussion on Possible Future OPD5 Rates
PETITIONER: Staff
RECOMMENDATIONS: For Discussion Only

FISCAL IMPACT:
None at this time

BACKGROUND:
OPD5 currently has a purchase power agreement (PPA) with Morgan Stanley Commodities Group (MSCG). The PPA started in June 2016 and the term of the PPA ends December 31, 2024.

MSCG provides a firm load following power resource, firm transmission service, load forecasting, coordination with the Western Area Power Administration for hydropower resources, and schedules delivery of power resources from across the western power grid.

In April 2024 the Board of Trustees approved the signing of a new contract with Tenaska Power Services (TPS). That purchase power agreement (PPA) will begin January 1, 2025, for a three (3) year term. TPS will also provide a firm load following power resource, firm transmission service, load forecasting, coordination with the Western Area Power Administration for hydropower resources, and schedules delivery of power resources from across the western power grid.

TPS provided the best pricing and has a history of working with Nevada customers, including the Colorado River Commission of Nevada, and provides services that OPD5 needs in the energy marketplace. There has been a dramatic increase in wholesale power prices due to market forces and environmental challenges. These problems include high demand for power, drought, and increased natural gas prices. Natural gas prices and supply and demand of firm generation are the primary drivers for determining wholesale power costs.

The National Rural Utilities Cooperative Finance Corporation (CFC) collected data and performed multiple studies for OPD5. The results of these studies were presented to the board earlier this year. The CFC studies and analysis are being utilized to determine rate requirements based on the new TPS PPA.

Staff worked with consultants and industry experts to find ideas that may reduce the impact on OPD5 customers. Staff will make a presentation regarding future revenue requirements and rate adjustments that will be required.

RECOMMENDATION:

This item is for discussion only. No action will be taken.



**Overton Power District #5
BOARD OF TRUSTEE'S
OCTOBER 16, 2024
ACTION ITEM - J**

SUBJECT: Discussion on 2025 Capital Projects
PETITIONER: Staff
RECOMMENDATIONS: Item for Discussion Only

FISCAL IMPACT:
For Discussion Only

BACKGROUND:
Each year OPD5 staff identifies priority projects for the coming year or years. These projects are typically large projects that provide additional capacity, improve reliability, and may include building new substations and power lines. These projects require planning, coordination, and often require time and large amounts of funding.

The projects on the capital projects list are typically discussed for several months to ensure that funds and resources are directed to the proper projects. A final capital project list will be developed from these discussions and presented for Board approval next month.

STAFF RECOMENDATION:
This is a discussion item only; no action will be taken.



**Overton Power District #5
BOARD OF TRUSTEE'S
OCTOBER 16, 2024
ACTION ITEM – K**

SUBJECT: Review and Possible Approval to Ratify Colorado River Commission (CRC) Contract No P06-SLCESC Amendment No. 1
PETITIONER: Staff
RECOMMENDATIONS: Approval

FISCAL IMPACT:
No Impact

BACKGROUND:
In August 2019, the Colorado River Commission of Nevada (CRCNV) approved Contract No. P06-SLCESC with Overton Power District No. 5 (OPD5) for hydropower from the Salt Lake City Area Integrated Project (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, CRCNV 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. CRCNV

negotiated the agreement with WAPA and it was presented to the CRCNV board for approval on September 10, 2024.

After reviewing the matter, CRCNV 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 CRCNV under the transmission agreement with WAPA. Instead, CRCNV 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 CRCNV to pass on the charge of the transmission capacity on the Parker Davis (P-D) System charged by WAPA to CRCNV to the respective contractor for SLCAIP hydropower.

Previous to the adoption of Amendment No. 1, transmission charges were included in the other charges billed to OPD5 by CRCNV. As a result of this amendment a transmission capacity charge will appear on the CRCNV bill to OPD5 as new line item, but the total charges on the bill will not change since the other charges will be reduced by the amount of the transmission charge.

The OPD5 general manager signed Amendment 1 to the contract on September 20, 2024, in order to meet the October 1, 2024, deadline established by WAPA and CRCNV.

Staff is seeking ratification of the signing by means of this action item.

PROPOSED MOTION:

To Ratify Colorado River Commission (CRC) Contract No P06-SLCESC Amendment No. 1 as presented.

**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.

