

The Colorado River Commission of Nevada (Commission) meeting was held at 1:00 p.m. on Monday, July 31, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.

COMMISSIONERS IN ATTENDANCE

| | |
|-----------------|---------------------|
| Vice Chairwoman | Kara J. Kelley |
| Commissioner | Justin Jones |
| Commissioner | Marilyn Kirkpatrick |

COMMISSIONERS PRESENT VIA TELECONFERENCE

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| Chairwoman | Puoy K. Premsrirut |
| Commissioner | Allen J. Puliz |
| Commissioner | Dan Stewart |

DEPUTY ATTORNEY(S) GENERAL

| | |
|-----------------------------------|--------------------|
| Special Counsel, Attorney General | David W. Newton |
| Special Counsel, Attorney General | Michelle D. Briggs |

COMMISSION STAFF IN ATTENDANCE

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|--|---------------------|
| Executive Director | Eric Witkoski |
| Chief of Finance and Administration | Douglas N. Beatty |
| Assistant Director, Hydropower | Gail Bates |
| Assistant Director, Energy Information Systems | Kaleb Hall |
| Chief Accountant | Gail L. Benton |
| Natural Resource Specialist | Laura Dye |
| Hydropower Program Manager | Craig Pyper |
| Hydropower Engineer | Stevie Espinosa |
| Senior Energy Accountant | Stephanie Salleroli |
| System Coordinator | Chris Smith |
| Executive Assistant Manager | Gina L. Goodman |
| Office Manager | Noah Fischel |
| Administrative Assistant III | Saira Castillo |

OTHERS PRESENT: REPRESENTING

Andersen & Beede
Basic Water Company
Basic Water Company
City of Henderson
Governor's Office
NV Energy
Precision Castparts
Schwartz Law, PLLC
Southern Nevada Water Authority
Southern Nevada Water Authority

Mark Weisenmiller
Lee Farris
Stephanne Zimmerman
Adrian Edwards
Sonia Joya
Michael Hulin
Stephen Tachouet
Samuel A. Schwartz
Annalise Porter
Brittany Cermak

COLORADO RIVER COMMISSION OF NEVADA

MEETING OF

JULY 31, 2023

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrirut at 1:03 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:* Consideration of and possible action to approve the proposed Assignment, Assumption, and Consent Agreement among the Colorado River Commission of Nevada (Commission), Basic Water Company, and Henderson WC LLC of existing hydropower contracts and related agreements between the Commission and Basic Water Company.

Executive Director, Eric Witkoski and Special Counsel Attorney General Michelle Briggs presented and gave an update on the bankruptcy proceeding.

Special guests: Stephen Tachouet from Precision Castparts and Samuel Schwartz bankruptcy attorney for Basic Water Company.

Mr. Witkoski explained that there were some developments and whether that changes anything that we need to do going forward here. We are trying to preserve the meeting since we had it set up to see if we can work out an arrangement where we can still approve the assignment of the contracts conditionally.

As you know, Basic Water Company (Basic) for years provided water from Lake Mead to the industrial customers. With the lake levels falling last summer, as of July, they could no longer pump water.

The industries had reached a temporary agreement with the City of Henderson and Las Vegas Valley Water District for water and Basic filed for bankruptcy last September.

In that process, a bidder came forward, Precision Castparts to buy the assets. There is a proposed motion to approve the sale that was heard this morning. Mr. Witkoski turned it over to Ms. Briggs.

Ms. Briggs stated on behalf of the Commission that today's hearing was a motion to approve the sale. The court continued the hearing to Friday, August 4, 2023, which is a hard date for the sale to take place. If it is going to take place.

At the hearing three of the industries' attorneys expressed concerns over the sale itself. Not that they are opposed to the sale, but the agreements under which they are required to agree to receive water in the future.

Based on what they said today, we added a provision to the assignment that is up for approval today, and it is on page two. It is right under "Whereas Timet is a sole member of HWC." So where it starts, "whereas the producing companies, as defined in the Section 5 water delivery contract, as amended, have designated HWC as a successor to the BWC, pursuant to Section 3F of the Section 5 water delivery contract."

The Section 5 contract is the federal contract under which the industries have the right to receive water. Basic is the delivery entity. The entitlement holders are the producing companies. They would, under the Section 5 contract, section 3F, they can appoint a successor to Basic's obligation to deliver water.

The producing companies are allowed to appoint a successor to Basic. We wanted to make sure that it was clear that is required by the Section 5 contract. We wanted to make sure that is clear in the assignment that if Henderson WC LLC becomes a successor to Basic under the Section 5 contract, then the hydropower contracts can be approved on the conditions provided in this agreement.

Vice Chairwoman Kelley commented to Ms. Briggs, for clarification. The remedy for one of our hydropower customers going out of business, what she understands Ms. Briggs is saying is contractually from the Commission's perspective, they are allowed, or they have a provision in those contracts to assign their resource that they have been allocated to another company. She stated she is aware of that.

We have an obligation to use our hydropower to serve and provide less expensive hydropower, to municipalities and other people. Basic is assigning its resource that we allocated originally to them, does that company have to meet other than the obligations of what that power was originally contracted for, is that enough to ensure that we are doing our due diligence as a commission in this assignment of the water.

Ms. Briggs responded, yes, we are assigning the hydropower that would be used to deliver water to the producing companies. The agreement itself requires that this new entity assume all the seven contracts listed in the assignment, they have to assume and accept responsibility for those contracts, they also have to put up collateral.

This is a new LLC that was just formed a few weeks ago. As part of this agreement as well, they are not currently operating, so they are not delivering water to the producing companies, so there will be excess power and that is going to be laid off until they let us know they will be delivering water to the industries, and they must give us 30 days' notice prior. They also must provide a forecast. Assuming everything else works out in the bankruptcy, those would be the requirements.

The Commission is limited as to who it can transfer to, which is also detailed in the recitals.

Vice Chairwoman Kelley added just for further clarification if there were any other considerations that were required of the commission as it relates to the evaluation of this item before us if Ms. Briggs would be advising us of that.

Ms. Briggs responded that a copy was provided in the materials, including the operating agreement and the articles for this entity.

Vice Chairwoman Kelley asked Mr. Witkoski if anybody in the history has had this situation happen in recent memory where we have had a customer declared bankruptcy. Vice Chairwoman Kelley feels that she does not know what she does not know and is not trying to make it difficult to the applicants who are here and interested, and to not misinterpret her questions as she is just trying to make sure this seems like a relatively recent experience.

Mr. Witkoski stated one of the companies at BMI during the western energy crisis, found bankruptcy was a better option than pay for the high price contracts. It was a little different situation than we have today.

Mr. Samuel Schwartz representing Basic Water Company and Basic Water Company SPE, the two companies that are in Chapter 11 reorganization, stated counsel was correct they did have a continued sale hearing this morning.

As way of background, Basic did deliver water from Lake Mead to what are called the producing companies for industries that are in Henderson. Due to the falling lake levels, Basic Water intake, was above water. Because of the inability to get water from the lake, Basic entered into an agreement with the City of Henderson to have water delivered from the City of Henderson through its system that is now for sale to those producing companies, in connection with the contract the counsel was talking about, which we call it the 1969 contract.

This is the contract that allows Basic to receive water from the federal government. Basic is only a delivery company, it does not own any of the water. It gets the industries, what we call them, the producing companies, we also refer to them as the industries. It receives water for them, delivers it to those parties.

In connection with the sale of those assets, there are limits. In particular, there are land patents from the Bureau of Land Management that run with the property that we own that require it to be used for the delivery of water. Or if the property is not used for the delivery of water, it reverts back to the BLM. That is important to reference because in the contract we are talking about, there are only certain parties that are proscribed as prospective buyers of the system that we used to deliver water and the land. Included in that are the producing companies. They can each buy it at the end of the day and not breach those land patents and not run into issues with the reversion of the land.

As we sit here, there was a condition that was raised, the reason I wanted to stand up and speak, there was a condition that was raised between this morning's hearing where Judge Nakagawa, who is the presiding judge, continued the hearing this morning to give a ruling on Friday about the sale.

The only issue with respect to the sale itself is that where the prospective buyers of the company by name of Timet and HWC is its wholly owned subsidiary where it is going to hold the assets. It is a producing company. It is specifically authorized to own these assets. It has offered to sell water to the other three producing companies. They have not reached an agreement.

Mr. Schwartz understands the concern from the Colorado River Commission is that they would like consent from those other three producing companies prior to the agreement to allow the assignment and assumption of the hydropower contracts to the buyer. And the concern that as the seller we have in connection with that potential limitation is that if the contracts are not allowed to go forward to Timet, who is the 80% user, those hydropower contracts are necessary to allow water to be drawn from the lake. If those contracts do not go, they will never be the ability to draw water again from Lake Mead because there would not be sufficient power to do it.

That is what allows the whole system to run if in fact water levels were to come up and we were able to put the straws back down. That would be a Timet decision and a concern for the CRCNV.

Mr. Schwartz states he just here imploring this panel to take and at least authorize those contracts to go forward, subject to the outcome of the hearing and not only if all the industries agree because should there be a bifurcation of those contracts at the closing, then it could lead to a position where parties are only able to get water from the City of Henderson and to draw the distinction there, the water they get from the City of Henderson is potable, it is much more expensive, than the raw water industries were getting from Lake Mead.

We just want to keep that structure in place, that apparatus in place so that again the 80% user would have the ability to get power from the lake if need be. If they do not put the straw back in the lake, then certainly the power is going to other places as counsel highlighted. Mr. Schwartz stated that is the part he would implore the panel to consider is not make up or create a binary decision with respect to the sale because it may create some problems for us in connection with closing and that is all he is trying to avoid. Subject to any questions the panel may have, those are the comments he wanted to mention.

Commissioner Kirkpatrick commented that it seems to her that we need some stability on what happens with all of that water and the power going forward. We want to be part of that conversation because we have been part of it, we got thrown into it. Commissioner Kirkpatrick asked how it works in the court situation. She is trying to understand his argument.

Ms. Briggs on behalf of the Commission responded, she believes Mr. Schwartz does not like the addition to the assignment that was made today based on what the producing companies said in court today.

Not sure if all the commissioners were aware of the change in the proposed agreement. Ms. Briggs indicated on page two, the, whereas the producing companies as defined in this section five water contract as amended have designated HWC as a successor to BWC pursuant to section three F of the section five water contract.

Mr. Schwartz informed her today, that he would rather not include as a condition to the assignment. This is just a provision in the section five contract. The producing companies need to agree on who is going to deliver water to them. Ms. Briggs believes it needs to be in here. All the contracts are assumed by the buyer, hence why we are not objecting to the sale currently. If that changes, then our position changes. Ms. Briggs is uncertain as to why we would not require the section five contract to be complied with to transfer

the power. The power is tied to the delivery of the water to all the industries, not just Timet.

Chairwoman Premsrirut commented that, it is also her understanding that the debtor counsel attorney Schwartz is seeking to have the Commission remove the new condition proceeded into our approval and asked Mr. Schwartz if that is accurate.

Mr. Schwartz responded, yes, the condition that just came up today, it is believed to be unnecessary, given that the buyer of the system is the 80% user of the water that is being talked about and if it were to go put the straw back in the lake, would need the power to do so.

Vice Chairwoman Kelley stated that she has sympathy with the HWC wanting to have the flexibility to assuming based on the counsel's statement that Timet is 80% from a business perspective.

Ms. Briggs responded that the section five contract is for the benefit of all the producing companies, and they are the entitlement holders. They have the right to get the water from the lake. They have the contract with the department of the interior to get that water. So, the company that they agree to use to get water delivered to them is who they agree to use. If Precision Castparts and their assignee Henderson WC take on the section five contract, then they are taking on the obligation to provide water to the producing companies, not just themselves.

Taking that section out as a condition to this assignment, Ms. Briggs believes it sounds like they think they could just not deliver water to the other industries. Ms. Briggs did not realize that was a position they would ever take because it is an obligation and if you are assuming contracts, you are taking all the obligations of those contracts.

Commissioner Kirkpatrick stated that it is troubling to her, that if we do not make sure that it is very clear that you are responsible for everybody, people may in today's environment sell off components of it, like will you do this and then we are here again in five years and had no idea on how did this work or somebody is calling because they did not get what was the expected.

Mr. Schwartz addressed some of Commissioner Kirkpatrick's points. There is a distinction here we have to draw out. There is at the top, the 1969 contract, which allows for the delivery of water to the four producing companies, the industries, which have their own contracts. If we are really talking about the contracts, there are five contracts, four of which are the rights of the producing companies to get water. It is not just one contract. In the bankruptcy case, what we are doing is, we are reorganizing, but after we sell our assets, we are selling the water system and the land to the 80% user who will then essentially step in and deliver its own water to itself because we are getting out of the business.

It was very clear from the hearing today, there are subsequent new contracts that Timet is offering to the other industries to get water, that is what they are squabbling about.

At the end of the day, though, if you are looking for stability, keeping that suite of contracts inside the industries, meaning allowing the 1969 contract is going to go to Timet under the bankruptcy code as it is.

The other producing companies, water contracts, those other contracts, either they are going to work out the delivery of water amongst themselves, or those contracts are going to be rejected under the bankruptcy code. They are going to go away.

Mr. Schwartz believes that much is uncertain as far as the bankruptcy is concerned. With that, if you are looking for certainty, then you would keep, he believes, the entirety of the power contracts and the water delivery contract. All that would stay within the producing companies, and that is what we are proposing to do and that is the optionality he is talking about.

If you want to keep the prices in line and you want to keep everything to the purpose it was intended. Mr. Schwartz disagrees with Ms. Briggs, there is not a requirement under the 1969 contract that the holder of that contract delivered water to those other parties. There is a requirement that water is delivered to those parties in accordance with their follow up contracts. That is where the fight is occurring.

Mr. Schwartz believes the other part we should be careful about is that, again, we are talking about the 80% user, and it is the 20% users of the water, the tail, if you will, wagging the dog. He wants to be careful about that, too, that if you want stability, keeping all those contracts together allows for ultimately the intake system and that 80-year-old structure that has been in place and it operated just fine until the water levels at Lake Mead dropped, would allow that to come back in place as it is now with the power contracts, which, by the way, the power is being sold to and used at other places right now because that intake is an operating, leaving it in one place would allow it to all go forward again in the future, I think, in the most efficient and effective way.

Commissioner Kirkpatrick stated there was an assumption on how things would work, and she does not want to get in the middle of companies negotiating against each other.

Vice Chairwoman Kelley asked Ms. Briggs what happens if the four industries and Henderson Water Company do not come to an agreement.

Ms. Briggs responded that she does not know what they would do at that point. At this point in the bankruptcy, the debtor is asking to sell all of its assets and all of the contracts to Precision Castparts. We are operating under the assumption that everything is going, and we have taken the position that we do not oppose that based on everything going. Now it sounds like everything is not going to Precision and then they may not even deliver water to the other industries.

Vice Chairwoman Kelley feels sympathy for the business side of it. She is also trying to figure out the what if's, what if there is not an agreement by Precision Castparts with the four industries, whether it affects the sale.

Ms. Briggs responded we don't know how it is going to play out, because she does not know what the court is going to decide on Friday. The court was not inclined to grant their motion today. But if the debtor is going to reject contracts, then we have to reassess our position. Until that happens, right now, what is before you is an assignment based on everything going to Precision Castparts and there is agreement with the industries. That is what the section five contracts says, so we are just asking that they comply with the contracts as they exist. We did not negotiate the section five contract. The terms are what they are. So, if they decide to reject the contracts, then we have to reassess what our position is and then we see what happens in the bankruptcy.

Chairwoman Premsrirut commented to Ms. Briggs that it is also her understanding based on listening to debtors' counsel that there is a fundamental disagreement with what the obligations are for the assignment. Until we clarify that, while it was everyone's intention to at least have some form of approval to put the chapter 11 process in the best light by this Friday.

Chairwoman Premsrirut does not know necessarily if we are even on the same page with the underlying documents, even prior to the amendment that was submitted today and is not certain if she grasped the overall disagreement but believes that we have definitely some ambiguities. While we do not take a position with what is going on with the bankruptcy court in chapter 11, we certainly do have an obligation to ensure that the Colorado River Commission and our obligations are fulfilled and that the folks that we do business with are also protected in this process. It sounds like we are being asked to sort of expedite and not look at those conditions, obligations closely, which she feels we still need to do. Chairwoman Premsrirut stated, those are just her comments, which really have evolved from what she heard today and asked if anyone else has any other questions or comments and that she would like to hear from Mr. Witkoski if he has any additional thoughts in relation to what is on our agenda today, given the understanding or the disagreement pertaining to the section five obligations.

Mr. Witkoski stated that he is trying to sort out if there is something we can do and when given how things have played out. The question arising for counsel is if we can continue this meeting.

Ms. Briggs commented that she believes if we were going to continue it would have to be after the court rules on Friday, August 4, 2023.

Commissioner Kirkpatrick asked if we could call in an emergency closed door meeting in our potential litigation and then we could at least give you some direction to go forward because she feels nervous if we have nothing on the record. Commissioner Kirkpatrick understands that everybody would like three days but suggested to at least have a closed-door session because of the nature of this potential litigation.

Commissioner Stewart commented that if he understood correctly, if we approve at this time, we are going to be kind of caught in the middle of a cat fight, therefore he agrees with Commissioner Kirkpatrick to kind of back off and let the other parties figure out what they want to do before we get in the middle of it. That is his assessment given that he did not really understand everything.

Chairwoman Premsrirut responded, to the extent that the bankruptcy process is not played out and there is no confirmed or approved purchase and sale between BWC and precision with everything ironed out, she would agree with that assessment.

Commissioner Stewart commented that he is the last one that ever wants to hold up business from moving forward and does not see how we can at this point. He believes our hands are tied until those various issues are worked out between the producing company and HWC.

Chairwoman Premsrirut responded she would tend to agree but would also add that we want to affirm that those obligations and things being assumed are being fulfilled. So, we need to make sure that we have a mirror image of what those are before we can approve.

Commissioner Kirkpatrick stated she does not want to belabor but at the same time we do not want to get caught up in the middle.

Mr. Witkoski responded maybe what we should do is wait and see what the bankruptcy court does on Friday, August 4, 2023. If assignments need to be made, which there will be if it is approved, then we will take that matter up at in reasonable time.

Ms. Briggs responded, yes you do not have to approve this today. You can approve it after the bankruptcy court decides what to do with their motion and what the debtor decides to accept or reject in their bankruptcy.

Commissioner Kirkpatrick asked Ms. Briggs if she would be sending a letter and if they asked for our opinion. If so, did we send a letter saying that we would support it as long as the assumption is this or this. Commissioner Kirkpatrick asked if that direction from the board is needed.

Ms. Briggs responded, yes, we did file a response to their motion to sell. The commission has to approve any transfers of the power contracts, that is statutory. Then they were assuming all of the contracts, but now it sounds like they will not be assuming all the contracts, so it changes our position. We have outside bankruptcy counsel that we would consult to figure out what to do with that.

Chairwoman Premsrirut commented that she will just put on the record that when this topic was brought up at the last meeting, it was her understanding that if we approve this, we would be made whole. She would appreciate some additional time, not only to see what the bankruptcy court or how the bankruptcy court rules, but also to follow up on some of these issues internally. From what it sounds like, that is the consensus among the commission, but is willing to hear otherwise.

Chairwoman Premsrirut asked Mr. Witkoski and Ms. Briggs at this time how should we table this, continue or choose some other closed session or attorney session type of meeting, and is open to suggestions on how to keep this issue alive, but is asking for time to conduct their due diligence and obtain additional data points.

Mr. Witkoski stated that for the record, what he believes is we are going to do is just wait until Friday, August 4, 2023 and see what happens in the bankruptcy court, see if the parties can work out whatever differences they have, then if it is accepted, there needs to be an assignee of the contracts, we will bring it back to the commission, duly noticed and go from there. Mr. Witkoski thanked the commission for the feedback, apologized for the tight schedule, and added that the guidance was helpful.

Chairwoman Premsrirut thanked Mr. Witkoski and attorney Schwartz for attending and explaining debtor's position and to express that we are committed to at least seeing this through and doing what is obviously the best for the Commission, the various parties and wait until Friday.

Commissioner Kirkpatrick asked for some clarification and stated, if we take no action today, as opposed to continue it to our next meeting, we will not have to re-notice if we continue. That is what is done at the county, we do not re-notice public meetings as long as we give it to a date certain. Commissioner Kirkpatrick is wondering why we would not want to do that, so the process is not started all over.

Mr. Witkoski responded that he believes if we are going to continue, we do have to pick a day. We were not planning one for the month of August 8th, that would have been the next regular meeting but that would be a little quick.

Mr. Schwartz, commented for the previous time and the continued time, Judge Nakagawa did indicate that he would be giving an oral ruling on Friday with respect to the sale. There is a nuance, we have a bankruptcy issue. We have a termination event under our right to use what is called our cash collateral with our lender, that occurs on Friday. If we do not pay our lender off on Friday, which the sale would allow us to do, we have a host of other issues inside the bankruptcy.

Mr. Schwartz believes he will have quite clear direction from Judge Nakagawa on Friday. Sixty days later, certainly, if he approves the sale, they will be closed. They will have a disconnect then between the closing to the buyer. Mr. Schwartz explained to Commissioner Kelley, for better understanding, the buyer is one of the producing companies of the 80% users. If that sale is approved, they will only be in negotiation with the other three companies.

Certainly, one company will keep the water, so Mr. Schwartz believes 60 days just would be certainly far out. If the commission is meeting on the eighth Mr. Schwartz believes we will know their answers about what the bankruptcy court authorized us to do on the eighth, if that were convenient, but if it is not, 60 days might be pretty far apart in terms of the closing and what may have occurred with the power contract.

Mr. Witkoski responded that it sounds like we should continue to August 8, 2023, at 1:30 pm and then we can see what happens. We continue this, so we have met the notice and we will see what we can do.

Commissioner Kirkpatrick responded that she is fine with that date and was just trying to avoid starting over but at the end of the day, if we don't know anything on the eighth, then we could need to start over. In all fairness to our Staff now, they are going to have to spend the weekend getting up to speed on what is going on. Mr. Schwartz believes their point was that it is a little fast turnaround for them, but believes they are willing to do it to compromise.

Commissioner Stewart motioned to continue the Consideration of and possible action to approve the proposed Assignment, Assumption, and Consent Agreement among the Colorado River Commission of Nevada (Commission), Basic Water Company, and Henderson WC LLC of existing hydropower contracts and related agreements between the Commission and Basic Water Company to August 8, 2023 at 1:30 pm. The motion was seconded by Commissioner Kirkpatrick and approved by unanimous vote.

D. 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 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.

E. Comments and questions from the Commission members.

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

F. Selection of the next possible meeting date.

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, August 8, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

G. Adjournment.

The meeting was adjourned at 1:55 p.m.



Eric Witkoski, Executive Director

APPROVED:



Puoy K. Premsrirut, Chairwoman