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 STN-50-529 Palo Verde Nuclear Station, Unit 2, Arizona Publi 05000529
 STN-50-530 Palo Verde Nuclear Station, Unit 3, Arizona Publi 05000530
 AUTH. NAME AUTHOR AFFILIATION
 KARNER, D.B. Arizona Nuclear Power Project (formerly Arizona Public Serv
 RECIP. NAME RECIPIENT AFFILIATION
 Document Control Branch (Document Control Desk)

SUBJECT: Forwards Amend 12 to plant participation agreement, revising definitions & adding functions to E&O committee.

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Arizona Nuclear Power Project

P.O. BOX 52034 • PHOENIX, ARIZONA 85072-2034

Docket Nos. STN 50-528/529/530

161-01186-DBK/JRP
July 25, 1988

Document Control Desk
U.S. Nuclear Regulatory Commission
Mail Station P1-137
Washington, D.C. 20555

Dear Sirs:

Subject: Palo Verde Nuclear Generating Station (PVNGS)
Units 1, 2 and 3
Amendment No. 12 to the ANPP Participation Agreement
File: 88-007-220; 88-056-026

Paragraph 2.B(6) of Facility Operating License(s) No. NPF-41, NPF-51, NPF-74 and Amendments thereto, requires the Licensee(s) notify the NRC in writing of any change in the Arizona Nuclear Power Project (ANPP) Participation Agreement. In keeping with this requirement, you are hereby notified that Amendment No. 12 of the ANPP Participation Agreement has been circulated to the Participants and fully executed. Please note however, by its terms (Section 4), Amendment No. 12 will NOT become effective until 10 days after filing with the NRC.

The purpose of Amendment No. 12 is to (i) revise certain definitions, (ii) create a new defined term, (iii) add a function to the functions of the E&O Committee and (iv) to make other minor language revisions such that contractual wording is consistent with plant operations and current electric energy accounting systems.

In general, there are numerous defined terms in the ANPP Participation Agreement which are not properly defined, in view of (i) how ANPP is operated and (ii) how APS, as operating agent, accounts for power and energy. As indicated above, the purpose of this Amendment is to bring all items into alignment.

Should you have any questions, please call.

Very truly yours,

D. B. Karner
Executive Vice President
Project Director

DBK/JRP/pvk
Attachment

cc: G. W. Knighton all w/a
M. J. Davis
E. Christenburry (3 copies)
J. B. Martin
T. J. Polich
A. C. Gehr

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PDR ADCK 05000528
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AMENDMENT NO. 12 TO THE
ARIZONA NUCLEAR POWER PROJECT
PARTICIPATION AGREEMENT

APS Contract No: 4172-419.00

Pursuant to Section 4 herein, this Amendment No. 12 has been filed
with the Nuclear Regulatory Commission and became effective on the
5th day of August, 1988.

March 28, 1988

AMENDMENT NO. 12 TO THE
ARIZONA NUCLEAR POWER PROJECT
PARTICIPATION AGREEMENT

1. PARTIES:

The parties to this Amendment No. 12 to the Arizona Nuclear Power Project Participation Agreement, hereinafter referred to as "Amendment No. 12", are: ARIZONA PUBLIC SERVICE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Arizona"; SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Salt River Project"; SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "Edison"; PUBLIC SERVICE COMPANY OF NEW MEXICO, a corporation organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter referred to as "PNM"; EL PASO ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Texas, hereinafter referred to as "El Paso"; SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency organized and existing under and by virtue of the laws of the State of California, doing business in the State of Arizona as SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY ASSOCIATION, hereinafter referred to as "SCPPA"; and DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, a department

1 organized and existing under the Charter of the City of Los
2 Angeles, a municipal corporation of the State of California,
3 hereinafter referred to as "LADWP", hereinafter individually
4 referred to as "Party" and collectively as "Parties".

5 2. RECITALS:

6 2.1 Arizona, Salt River Project, Edison, PNM, El Paso, SCPPA and
7 LADWP are parties to a certain agreement entitled Arizona
8 Nuclear Power Project Participation Agreement, dated as of
9 August 23, 1973, as amended by Amendment No. 1, dated as of
10 January 1, 1974, Amendment No. 2, dated as of August 28,
11 1975, Amendment No. 3, dated as of July 22, 1976, Amendment
12 No. 4, dated as of December 15, 1977, Amendment No. 5,
13 dated as of December 5, 1979, Amendment No. 6, dated as of
14 September 28, 1981, Amendment No. 7, dated as of March 4,
15 1982, Amendment No. 8, dated as of June 17, 1983, Amendment
16 No. 9, dated as of June 12, 1984, Amendment No. 10, dated
17 as of November 21, 1985, and Amendment No. 11, dated as of
18 January 10, 1987, hereinafter referred to as the
19 "Participation Agreement", as so amended.

20 2.2 By this Amendment No. 12, the Participant's desire to amend
21 the Participation Agreement in order to revise certain
22 definitions, to create a new defined term, to add an
23 additional function to the functions of the Engineering and
24 Operating Committee and to make certain other minor
25 language modifications.
26 /

1 3. AGREEMENT:

2 In consideration of the terms and conditions contained in this
3 Amendment No. 12, the parties agree as follows:

4 4. EFFECTIVE DATE:

5 This Amendment No. 12 shall become effective 10 days following
6 the filing of this Amendment No. 12 with the Nuclear Regulatory
7 Commission, and the effective date shall be as indicated on the
8 cover page to this Amendment No. 12.

9 5. AMENDMENT NO. 12 TO THE PARTICIPATION AGREEMENT:

10 5.1 Section 3.7 is hereby deleted in its entirety and a new
11 Section 3.7 is added as follows:

12 "3.7 Available Generating Capability: The Maximum
13 Generating Capability of each Generating Unit
14 less the General Service Requirements allocated
15 to that Generating Unit pursuant to Section
16 6.3.2.5."

17 5.2 Section 3.27 is hereby deleted in its entirety and a new
18 Section 3.27 is added as follows:

19 "3.27 General Service Requirements: The Power and
20 Energy, including without limitation Testing and
21 Start-Up Power and Energy, required during any
22 period for each Generating Unit for testing,
23 start-up or operation of all process and
24 auxiliary equipment and systems used or useful in
25 connection with the operation and maintenance of
26 that Generating Unit, plus an allocation of loads

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common to all Generating Units."

5.3 Section 3.31 is hereby deleted in its entirety and a new
Section 3.31 is added as follows:..

"3.31 Maximum Generating Capability: The maximum
capability of any Generating Unit to produce
Power for sustained periods under conditions
existing from time to time, measured at its main
generator output terminals, including without
limitation restrictions imposed by any law,
regulation, license or permit, derating due to
fuel conditions, water and atmospheric conditions
or any other conditions other than an Operating
Emergency."

5.4 Section 3.33 is hereby deleted in its entirety and a new
Section 3.33 is added as follows:

"3.33 Net Energy Generation: The Energy generated over
any period of time by each Generating Unit,
measured at its main generator output terminals,
less the Energy allocated for General Service
Requirements pursuant to Sections 6.3.2.5 and
8.3.25 hereof."

5.5 Section 3.54 is hereby deleted in its entirety and a new
Section 3.54 is added as follows:

"3.54 Target Capacity: The nominal generating capacity
established by the Administrative Committee,
pursuant to Section 6.2.7.1 hereof for each

Generating Unit. The initial nominal generating capacity for each Generating Unit is 1270 megawatts electrical."

5.6 A new Section 3.54C is hereby added to read as follows:

"3.54C Unit Rating: The effective Available Generating Capability as determined from time to time by the Engineering and Operating Committee, pursuant to Section 6.3.2.17, to reflect seasonal changes in Generating Unit operation."

5.7 Section 5.6 is hereby deleted in its entirety and a new
Section 5.6 is added as follows:

"5.6 The Operating Agent shall deliver Power and Energy to each Participant from each Generating Unit at the ANPP High Voltage Switchyard(s) in accordance with the schedule submitted by such Participant to the Operating Agent or in accordance with any revisions thereto."

5.8 Section 6.3.2.5 is hereby deleted in its entirety and a new Section 6.3.2.5 is added as follows:

"6.3.2.5 The policies, criteria and procedures for determining Available Generating Capability, General Service Requirements, Maximum Generating Capability, Minimum Generating Capability, Net Energy Generation, Unit Rating and Zero Net Load, for allocating the General Service Requirements among the Generating Units consistent with

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Section 3.27 and for determining the amounts of
Testing and Start-Up Power and Energy to be
provided by the Participants."

5.9 A new Section 6.3.2.17 is hereby added to read as follows:
"6.3.2.17 Value(s) of Unit Rating for each Generating Unit
determined pursuant to Section 6.3.2.5."

5.10 The initial paragraph of Section 23.5 is hereby deleted in
its entirety and a new initial paragraph is added to read
as follows:

"23.5 Unless otherwise determined by a board of
arbitrators, in the event a default by any
Participant in the payment or performance of any
obligation under the Project Agreements shall
continue for a period of six (6) months or more
without having been cured by the defaulting
Participant or without such Participant having
commenced or continued action in good faith to
cure such default, or in the event the question
of whether an act of default exists becomes the
subject of an arbitration pursuant to Section 24
hereof, and such act continues for a period of
six (6) months following a final determination by
a board of arbitrators or otherwise that an act
of default exists and the defaulting Participant
has failed to cure such default or to commence
such action during said six (6) month period,

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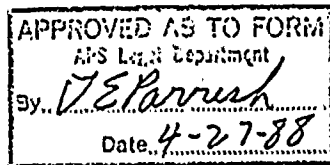
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1	then, at any time thereafter and while said
2	default is continuing, all of the non-defaulting
3	Participants, by written notice to all
4	Participants, may suspend the right of the
5	defaulting Participant (i) to be represented on
6	and participate in the actions of all committees
7	and (ii) to receive all or any part of its
8	proportionate share of the Available Generating
9	Capability and Net Energy Generation in which
10	event:"
11	5.11 Sections 23.5.1, 23.5.2, 23.5.3 and 23.5.4 remain as
12	originally stated.
13	6. <u>EXECUTION BY COUNTERPARTS:</u>
14	This Amendment No. 12 may be executed in any number of counter-
15	parts, and upon execution by all Participants, each executed
16	counterpart shall have the same force and effect as an original
17	instrument and as if all Participants had signed the same
18	instrument. Any signature page of this Amendment No. 12 may be
19	detached from any counterpart of this Amendment No. 12 without
20	impairing the legal effect of any signatures thereon, and may be
21	attached to another counterpart of this Amendment No. 12
22	identical in form hereto but having attached to it one or more
23	signature pages.
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7. SIGNATURE CLAUSE:

The signatories hereto represent that they have been appropri-
ately authorized to enter into this Amendment No. 12 on behalf of
the party for whom they sign. This Amendment No. 12 is hereby
executed as of the 14th day of June, 1988.



ARIZONA PUBLIC SERVICE COMPANY

By

Eckerie E. Vautour

Its Executive Vice President

DGS

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

ATTEST AND COUNTERSIGN:

Its _____

By _____
Its _____

SOUTHERN CALIFORNIA EDISON COMPANY

By _____
Its _____

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7. SIGNATURE CLAUSE:

The signatories hereto represent that they have been appropri-
ately authorized to enter into this Amendment No. 12 on behalf of
the party for whom they sign. This Amendment No. 12 is hereby
executed as of the ____ day of _____, 1988.

ARIZONA PUBLIC SERVICE COMPANY

By _____

Its _____

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

ATTEST AND COUNTERSIGN:

Paul H. Lee

Its _____ SECRETARY

APPROVED AS TO FORM
SALT RIVER PROJECT LAW DEPARTMENT
BY *Shirley G. Garrison*
DATE 4/27/88

By *John R. Lister*

Its _____ PRESIDENT

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

Its _____

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7. SIGNATURE CLAUSE:

The signatories hereto represent that they have been appropri-
ately authorized to enter into this Amendment No. 12 on behalf of
the party for whom they sign. This Amendment No. 12 is hereby
executed as of the ____ day of _____, 1988.

ARIZONA PUBLIC SERVICE COMPANY

By _____

Its _____

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

ATTEST AND COUNTERSIGN:

Its _____

By _____

Its _____

APPROVED AS TO FORM:
JOHN R. BURY
Vice President and General Counsel
By *J. Brody*
5-20-88

SOUTHERN CALIFORNIA EDISON COMPANY

By *[Signature]*

Its VICE PRESIDENT

/

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1		PUBLIC SERVICE COMPANY OF NEW MEXICO
2		
3		By _____
4		Its _____
5		
6		EL PASO ELECTRIC COMPANY
7		By <u><i>J. J. Eubank</i></u>
8		Its Senior Vice President
9		
10		SOUTHERN CALIFORNIA PUBLIC POWER
11		AUTHORITY, doing business in the
12		State of Arizona as SOUTHERN
13	ATTEST:	CALIFORNIA PUBLIC POWER AUTHORITY
14		ASSOCIATION
15	_____	By _____
16	Its _____	Its _____
17		
18		DEPARTMENT OF WATER AND POWER
19		OF THE CITY OF LOS ANGELES
20		By _____
21		Its _____
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PUBLIC SERVICE COMPANY OF NEW MEXICO

By _____

Its _____

EL PASO ELECTRIC COMPANY

By _____

Its _____

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY, doing business in the
State of Arizona as SOUTHERN
CALIFORNIA PUBLIC POWER AUTHORITY
ASSOCIATION

ATTEST:

Francis W. Rygg
Its Assistant Secretary

By Glenn A. Lewis
Its President

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

By _____

Its _____

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PUBLIC SERVICE COMPANY OF NEW MEXICO

By _____

Its _____

EL PASO ELECTRIC COMPANY

By _____

Its _____

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY, doing business in the
State of Arizona as SOUTHERN
CALIFORNIA PUBLIC POWER AUTHORITY
ASSOCIATION

ATTEST:

Its _____

By _____

Its _____

APPROVED AS TO FORM AND LEGALITY
JAMES K. HAHN, CITY ATTORNEY •

APR 28 1988
BY Charles W. Sullivan
CHARLES W. SULLIVAN
Assistant City Attorney

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

By Richard A. Carter

Its _____

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1 STATE OF ARIZONA)
2) ss.
3 County of Maricopa)

4 On this 28th day of April, 1988, before me, the
5 undersigned Notary Public, personally appeared Edwin E. Van Brunt, Jr.
6 who acknowledged himself to be the Executive V. P. - ANPP of
7 ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, and that he as
8 such officer, being authorized so to do, executed the foregoing
9 instrument for the purposes therein contained by signing the name of
10 the company by himself as such Edwin E. Van Brunt, Jr.

11 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

12
13 Dora C. Meador
14 Notary Public

15 My commission expires:

16 My Commission Expires April 6, 1991

17 STATE OF ARIZONA)
18) ss.
19 County of Maricopa)

20 On this _____ day of _____, 1988, before me, the
21 undersigned Notary Public, personally appeared _____
22 and _____ who acknowledged themselves to
23 the _____ and _____
24 of SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an
25 Arizona agricultural improvement district, and that they as such
26 officers, being authorized so to do, executed the foregoing instrument
for the purposes therein contained by signing the name of the company
by themselves as such _____ and _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

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STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 1988, before me, the undersigned Notary Public, personally appeared _____ who acknowledged himself to be the _____ of ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 28th day of April, 1988, before me, the undersigned Notary Public, personally appeared JOHN R. LASSEN and PAUL D. RICE who acknowledged themselves to the PRESIDENT and SECRETARY of SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an Arizona agricultural improvement district, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by themselves as such _____ and _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Terrill A. Lonon
Notary Public

My commission expires:



1 STATE OF CALIFORNIA)
2) ss.
County of Los Angeles)

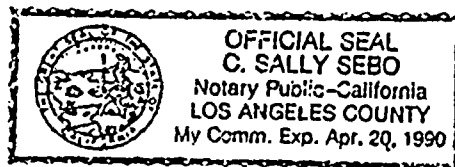
3 On this 31st day of May, 1988, before me, the
4 undersigned Notary Public, personally appeared A. J. Bjorklund
5 who acknowledged himself to be the Vice President of SOUTHERN
6 CALIFORNIA EDISON COMPANY, a California corporation, and that he as
such officer, being authorized so to do, executed the foregoing
instrument for the purposes therein contained by signing the name of
the company by himself as such Vice President.

7 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

8 C. Sally Sebo
9 Notary Public

10 My commission expires:

11 Apr. 20, 1990



12 STATE OF NEW MEXICO)
13) ss.
14 County of Bernalillo)

15 On this _____ day of _____, 1988, before me, the
undersigned Notary Public, personally appeared _____
16 who acknowledged himself to be the _____ of
PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation, and
17 that he as such officer, being authorized so to do, executed the
foregoing instrument for the purposes therein contained by signing the
18 name of the company by himself as such _____.

19 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

20 _____
21 Notary Public

22 My commission expires:

23 _____

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25 /
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1 STATE OF CALIFORNIA)
2) ss.
County of Los Angeles)

3 On this _____ day of _____, 1988, before me, the
4 undersigned Notary Public, personally appeared _____
5 who acknowledged himself to be the _____ of SOUTHERN
6 CALIFORNIA EDISON COMPANY, a California corporation, and that he as
such officer, being authorized so to do, executed the foregoing
instrument for the purposes therein contained by signing the name of
the company by himself as such _____.

7 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

8 _____
9 Notary Public

10 My commission expires:

11 _____

12 STATE OF NEW MEXICO)
13) ss.
14 County of Bernalillo)

15 On this 26th day of April, 1988, before me, the
undersigned Notary Public, personally appeared Jeffrey E. Sterba
16 who acknowledged himself to be the VP Revenue Management Elec. Ops. of
PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation, and
17 that he as such officer, being authorized so to do, executed the
foregoing instrument for the purposes therein contained by signing the
name of the company by himself as such VP Revenue Management Elec. Ops.

18 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

19 _____
20 Notary Public

21 My commission expires:

22 July 1, 1988
23 _____



OFFICIAL SEAL
SHERRY LEESON
NOTARY PUBLIC NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires _____

12

1 STATE OF TEXAS)
2) ss.
3 County of El Paso)

4 On this 24 day of May, 1988, before me, the
5 undersigned Notary Public, personally appeared J. E. Wosiak
6 who acknowledged himself to be the SR. VICE President of
EL PASO ELECTRIC COMPANY, a Texas corporation, and that he as such
officer, being authorized so to do, executed the foregoing instrument
for the purposes therein contained by signing the name of the company
by himself as SR. Vice President.

7 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

8 José A. Gonzalez
9 Notary Public

10 My commission expires:

11 Feb 3, 1992

12
13 STATE OF CALIFORNIA)
14) ss.
County of Los Angeles)

15 On this _____ day of _____, 1988, before me, the
16 undersigned Notary Public, personally appeared _____
and _____ who acknowledged themselves to be the
_____ of
17 SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (doing business in the
18 State of Arizona as SOUTHERN CALIFORNIA POWER AUTHORITY ASSOCIATION),
19 a California joint powers agency, and that they as such officers,
being authorized so to do, executed the foregoing instrument for the
purposes therein contained by signing the name of the company by
themselves as such _____ and _____.

20 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

21
22 _____
Notary Public

23 My commission expires:

24 _____

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1 STATE OF TEXAS)
2) ss.
3 County of El Paso)

4 On this _____ day of _____, 1988, before me, the
5 undersigned Notary Public, personally appeared _____
6 who acknowledged himself to be the _____ of
EL PASO ELECTRIC COMPANY, a Texas corporation, and that he as such
officer, being authorized so to do, executed the foregoing instrument
for the purposes therein contained by signing the name of the company
by himself as _____.

7 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

8 _____
9 Notary Public

10 My commission expires:

11 _____

12

13 STATE OF CALIFORNIA)
14) ss.
15 County of Los Angeles)

16 On this 4th day of May, 1988, before me, the
17 undersigned Notary Public, personally appeared Raul A. Mora
18 and President who acknowledged themselves to be the
19 _____ and _____ of
20 SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (doing business in the
State of Arizona as SOUTHERN CALIFORNIA POWER AUTHORITY ASSOCIATION),
a California joint powers agency, and that they as such officers,
being authorized so to do, executed the foregoing instrument for the
purposes therein contained by signing the name of the company by
themselves as such President and _____.

21 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

22

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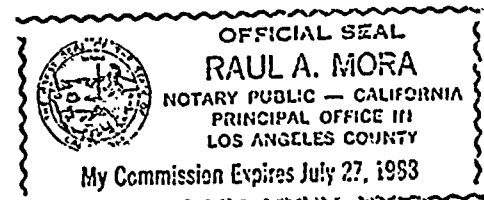
24

My commission expires:

25

26

[Signature]
Notary Public



[illegible]

On this 3rd day of May, 1988, before me, the undersigned Notary Public, personally appeared Eldon G. Cotton who acknowledged himself to be the Asst. Chief Engineer - Power of DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, a department organized and existing under the Charter of the City of Los Angeles, a California municipal corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Asst. Chief Engineer - Power

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sally Morrison Felt
Notary Public

My commission expires:

November 18, 1988



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