

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

In the Matter of)	
HOUSTON LIGHTING & POWER COMPANY, et al.)	NRC Docket Nos. 50-498A
(South Texas Project, Units 1 and 2))	50-499A

In the Matter of)	
TEXAS UTILITIES GENERATING COMPANY,)	NRC Docket Nos. 50-445A
et al.,)	50-446A
(Comanche Peak Steam Electric Station,)	
Units 1 and 2))	

OPPOSITION BY BROWNSVILLE TO
JOINT MOTION FOR EXTENSION OF TIME
AND REQUEST FOR PREHEARING CONFERENCE

Comes now the Public Utilities Board of the City of Brownsville, Texas ("Brownsville"), in opposition to the Motion^{*} to extend for 30 days all procedural dates in the above-captioned matter, and in support of its opposition avers:

1. The Motion seeks a 30-day extension of time of all procedural dates "based on the progress of very meaningful settlement negotiations among certain private parties^{**} which could lead to a resolution of part or all of these proceedings" (Mot. p. 1). These involve an "attempt to settle the underlying controversies between themselves which constitute a substantial part of these cases," and "there

^{*}/ Joint Motion of the Staff of the Commission, Central and South West Corporation, Houston Lighting & Power Company, Texas Utilities Generating Company, the City of Austin, the City Public Service Board of San Antonio, the STEC-MEC Electric Cooperatives, and Tex-La Electric Cooperative of Texas, Inc., for a 30-day Extension of Time, filed April 2, 1980.

^{**}/ Presumably, Houston Lighting & Power Co. ("HL&P"); Texas Utilities ("TU"), (including its subsidiaries, Texas Power & Light Company, Dallas Power & Light Company, and Texas Electric Service Company); and Central and South West Corporation ("C&SW"), (including its subsidiaries Central Power & Light Company, Public Service Company of Oklahoma, Southwestern Electric Power Company and West Texas Utilities Co.)

is a reasonable probability that the substantive matters in issue in this dispute can be resolved and settled, among at least some, and perhaps all of the parties" (Mot. p. 2). The extension of time would further "significantly" the Board's "important interests . . . in moving this matter to an expeditious resolution." (Id.) There appears little doubt that C&SW, HL&P and TU have reached private agreement among themselves to which no other party in Texas was privy.

2. Brownsville opposes the extension of time because of its exclusion from the negotiations (see Attachment A)^{*/}; and also because, based upon what information it has received concerning the negotiations (see, for example, Attachment B)^{**/}, (a) it does not believe the negotiations will solve the situation inconsistent with the antitrust laws which exist vis-a-vis CP&L (and others) and Brownsville (which lies at the southernmost Texas-Mexico border, whose sole interconnection to the outside electrical world is with CP&L, and whose sole access to power supplies competitive to CP&L is through some 200 miles of CP&L's transmission system); and (b) it does not believe that the arrangements as proposed for the DC interconnections will be in the larger public interest (and therefore they will extend the situation inconsistent with the antitrust laws) for failure to assure the optimization of the power interconnection, interchange and pooling of electric utility resources throughout the Southwest region of the country for the benefit of all consumers and all smaller utility systems and thus to meet the purposes of Section 202(a) of the Federal Power Act

^{*/} Letter dated March 26, 1980 from George Spiegel to David M. Stahl.

^{**/} March 27, 1980 Affidavit of Robert E. Roundtree, Brownsville's General Manager concerning March 25th meeting with M. H. Borchelt, CP&L Executive Vice President and Chief Engineering Officer.

as well as other pertinent standards of that Act, the Atomic Energy Act and the Public Utility Holding Company Act. ^{*/}

3. Brownsville would not oppose the time extension were Brownsville to have adequate assurances from CP&L committing CP&L to serious negotiations seeking to alleviate the anticompetitive noose it has placed upon Brownsville. Brownsville would then have some basis for anticipating a possible successful culmination of the settlement negotiations, and therefore some basis not to oppose the extension. The contrary is the fact, and CP&L's anticompetitive activities have intensified so that Brownsville's need for early relief has increased.

4. Brownsville would not oppose the time extension if it were granted forthwith participation in the settlement negotiations with access to all current agreements or draft of agreements so that it could like "certain private parties" participate in "meaningful settlement negotiations" (Mot. p. 1). Brownsville requested, on March 26th, ^{**/} upon receipt of definitive news concerning the settlement, ^{***/} that it be immediately granted such participation, but has received no affirmative response. It is apparent that there is a strategy abroad to line up in advance enough systems, with enough cross-commitments and bargained exchanges, so as to attempt to steamroller Brownsville and any other systems with the temerity to insist upon their rights.

^{*/} It is our understanding that the instant NRC proceedings cannot and will not be settled separate from a settlement of all related proceedings, i.e.:
Central and South West Corp., et al., SEC Admin. File No. 3-4951;
Central Power & Light Co., et al., FERC Docket No. EL79-8;
West Texas Utilities Co. v. Texas Electric Service Co., 470 F. Supp. 798
(N.D. Tex. 1979), appeal pending, No. 79-2677 (5th Cir.).

^{**/} Attachment A hereto.

^{***/} Attachment B hereto. There may be a question as to the weight to be given CP&L's Mr. Borchelt's statements. His statement on March 25th that the Federal regulatory agency staffs had been contacted and their reactions had been favorable appears inaccurate. Telephone calls by the undersigned on March 26th to trial counsel elicited lack of any knowledge of the matter; and on March 27th, at the oral argument before the NRC Appeals Board, counsel for Justice and NRC stated a similar lack of knowledge regarding the status of settlement.

5. In further support of points 2(a) and 4 above, it appears that CP&L has, in the course of these private negotiations "among certain private parties" (Mot. p. 1), intensified its anticompetitive actions towards its captive customer Brownsville. It refused to sign an Interconnection Contract which had been fully negotiated, line-by-line, and agreed to by Brownsville's General Manager and CP&L's Vice President for sales, and insisted upon execution of a much more onerous Interconnection Contract with a 10-year take-or-pay provision as a condition of obtaining any power sale commitment and commencement of a badly needed 138 kV interconnection. Further, it proposed an obviously excessive transmission wheeling rate (almost double the rate for the sale of firm capacity both generated and transmitted by CP&L) while it continued to drag its feet on the long promised transmission agreement.^{*/} This, plus other events, left Brownsville with no alternative but to accept CP&L's take-it-or-leave-it proposal by the April 1, 1980 CP&L deadline.

6. In further support of point 2(b) above, it appears that the proposed settlement will not provide for related arrangements among the members of the Texas Interconnected Systems ("TIS") and South Texas Interconnected Systems ("STIS") necessary to provide for coordination and interchange to achieve the potential enormous savings estimated by HL&P's consultants, Stagg Systems, Inc. to be available from recommended pooled operations of the systems.^{**/} Instead, it will only benefit the corporate interests of "certain private parties" (Mot. p. 1).

^{*/} See also Deposition of S. B. Phillips, Jr., then Borad Chairman of C&SW, on February 27 and 28, 1980 at Dallas, Texas; and letter dated February 15, 1980, Borchelt to Roundtree. (Attachment C hereto).

^{**/} Two studies prepared by Stagg Systems, Inc. and submitted as evidence before the SEC estimate the savings from joint planning and joint ownership of large generating resources and coordinated dispatch by the member utilities of the Electric Reliability Council of Texas. Generation and Transmission Planning Study of the Electric Reliability Council of Texas, December 1, 1977; Economic Evaluation of Alternative Generation Expansion Plans for Electric Reliability Council of Texas and Southwest Power Pool, Dec. 17, 1979. See also Deposition of Glenn Stagg in the instant proceeding, March 31, 1980, Washington, D. C. (Baker & Botts' office).

7. In further support of Point 2(b) above, it appears that the same rate-making methods for CP&L's proposed (grossly excessive) transmission wheeling rate would be used for determining the cost of wheeling power through intervening systems and across the state border. Thus, in practical effect, CP&L, at least, is refusing to wheel power across state lines for the smaller electric utilities of Texas and adjoining states. No settlement can be successful unless the transmitting utilities tender reasonable joint transmission wheeling rates so that across-the-border power transactions are feasible for the smaller utilities; otherwise, bottleneck control by "certain private parties" of the interstate interconnections amplifies the situation inconsistent with the antitrust laws.

8. In further support of Point 2(b) above, it appears that an essential item of settlement is the exclusion of HL&P and TU from FERC regulatory jurisdiction: in view of the needs to optimize utility resources throughout the Southwest region, it is most dubious that it can be found to be in the public interest that regulation of the total interconnected system should be split between Federal and State regulatory agencies. In addition, it also appears dubious that the limited DC interconnections will provide a basis for the Securities and Exchange Commission to find C&SW to be sufficiently integrated so as to avoid divestiture under the Public Utility Holding Company Act.

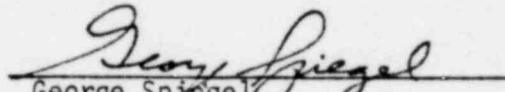
9. Justice delayed is justice denied -- and made more expensive to the point that only the rich and powerful can afford to litigate. The small utilities can obtain relief only if trial courts move matters along to an early conclusion. One time extension leads to another and trial dates are continually put off for one arguably valid reason after another. Settlement is most likely to be achieved if the alternative is an early trial.

10. If the Licensing Board is otherwise inclined towards granting the extension, the Board should condition the extension upon requiring the three companies forthwith to provide a full disclosure of the status of the negotiations and admit into the negotiating sessions Brownsville and other interested parties.

11. Brownsville requests an early prehearing conference on this matter because of its critical importance.

WHEREFORE, Brownsville submits, for the foregoing reasons, the Board should deny the Joint Motion for extension of time, and, if it determines otherwise, the Board should condition its order upon requiring full participation by all interested parties in all settlement negotiations.

Respectfully submitted,


George Spiegel


Marc R. Poirier

Attorneys for the Public Utilities
Board of the City of Brownsville, Texas

Law Offices:

Spiegel & McDiarmid
2600 Virginia Avenue, N. W.
Washington, D. C. 20037

April 3, 1980

LAW OFFICES

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March 26, 1980

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David M. Stahl, Esq.
Isham, Lincoln & Beale
Suite 701
1050 - 17th Street, N. W.
Washington, D. C. 20036

Re: Texas litigation: Houston Lighting & Power,
NRC Docket Nos. 50-498A, 50-499A; Central
& South West Corp., et al, SEC No. 3-4951;
Central Power & Light, et al, FERC No. EL 79-8;
and other related proceedings

Dear Dave:

Yesterday, Mr. M. L. Borchelt, Executive Vice President and Chief Engineering Officer of Central Power and Light Company, a subsidiary of Central and South West Corporation, called on Mr. Robert Roundtree, Manager of the Public Utilities Board of Brownsville, Texas, at the express request of Mr. Durwood Chalker, Board Chairman of C&SW, to inform Brownsville generally of the plans of C&SW, Houston Lighting and Power Company, and Texas Utilities, to settle the above-referenced litigation. He stated, among other things, that the settlement had been informally discussed and approved by the Governors and regulatory commissions of Arkansas, Oklahoma and Texas. He also stated that it had also been discussed with Federal agencies, and they are in general accord, though no commitment has been made.

Needless to say, Brownsville views the settlement of this litigation as extremely desirable and is prepared to cooperate fully to achieve this end. Brownsville has a substantial interest in these proceedings, as set forth in our pleadings and depositions, and, of course, desires that any proposed settlement resolves the pertinent issues raised by Brownsville and demonstrably meets the standards of public interest as they relate to the power interconnection, interchange and pooling of electric utility resources throughout the Southwest region of the country. Brownsville, all smaller utility systems, and all consumers are benefitted by interregional exchange and pooling arrangements which serve the purposes of Section 202(a) of the Federal Power Act as well as meet all pertinent standards of that Act, the Atomic Energy Act and the Public Utility Holding Company Act.

David M. Stahl, Esq.

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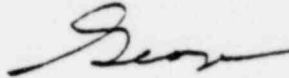
March 26, 1980

I am sure you appreciate that C&SW's interest in achieving settlement can best be served by bringing into the settlement negotiations all substantially interested parties, including Brownsville, and at the earliest possible stage, because otherwise major parties bargain for and develop vested negotiated interests which may create difficulties in accomodating the needs of later-admitted parties.

Accordingly, it is requested that you furnish us with copies of such agreements or proposed agreements or understandings that have been reached to date and that you provide for our prompt entry into the discussions. I and John Davidson have been assigned the chief responsibility for representing Brownsville's interests in such discussions.

I will be happy to discuss this with you at your earliest convenience.

Sincerely yours,



George Spiegel

GS/nzb

cc: Mr. Robert E. Roundtree, PUB, Brownsville
John W. Davidson, Esq.
Michael J. Manning, Esq.
Philip McConnell, Esq.

STATE OF TEXAS I

COUNTY OF CAMERON I

AFFIDAVIT

BEFORE ME, the undersigned official, on this day personally appeared Robert E. Roundtree, who is personally known to me, and first being duly sworn according to law upon his oath deposed and said:

My name is Robert E. Roundtree; I am over 18 years of age, and I reside at 205 Calle Amistosa #138, Brownsville, Texas. I have never been convicted of a crime, and I am fully competent to make this affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

On March 24, 1980, Mr. Merle Borchelt of CP&L called to set up an appointment with me on March 25, 1980 at 9:00 am.

I was forced to cancel the 9:00 am appointment on March 24, 1980.

Mr. Borchelt called again on March 25, 1980 and I agreed to pick him up at the Brownsville Airport that day at 11:00 am for a conference.

Mr. Larry Gawlik, my Associate Manager for Engineering, and I met Mr. Borchelt at the Brownsville Airport at 11:00 am, March 25, 1980 and picked up Mr. Borchelt and Mr. Buddy Teague of CP&L. The four of us then met Mr. Tyler Russell of CP&L at the Beacon Harbor Restaurant for a luncheon conference.

Mr. Borchelt stated that he had been asked by Mr. Durwood Chalker of CSW to meet with me and bring me up to date on ongoing discussions between the Texas IOU's relative to a settlement of the interstate versus intrastate problems between CSW and Texas Utilities and Houston Light and Power.

Mr. Borchelt stated that agreement had been reached among the IOU's for the construction of two direct current interstate ties of 500 MW and 250 capacities and that by virtue of the direct current transmission across state lines that Texas Utilities and Houston Light and Power would not be subject to federal regulation.

Mr. Borchelt also stated that complete settlement was anticipated during the first two weeks of April 1980.

I then asked if any party had been involved in the settlement negotiations other than the IOU's and Mr. Borchelt stated that none had but that all were now being informed as I was.

I then asked Mr. Borchelt if the federal and state regulatory bodies had been a party to the settlement talks and he said that meetings had been held with the Commissions of Texas, Oklahoma and Arkansas and with the Governors' offices of those states and that all comments were favorable to the direct current transfer mode as a basis of settlement.

I then asked if the federal regulatory staffs had been contacted and Mr. Borchelt stated that they had and that without commitment the reactions expressed were favorable.

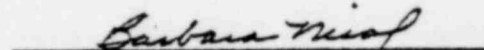
I asked Mr. Borchelt if his conversation with me was to be considered confidential in nature and he said no but that he hoped it would not be given to the news media prematurely.

I told Mr. Borchelt that I appreciated the information and that Brownsville was prepared to enter settlement negotiations in line with our consistent position that benefits accruing to the electric industry should flow to the benefit of all segments of the industry.

I also took occasion to caution Mr. Borchelt that my legal counsel was very likely to be upset when I informed them of the status of settlement talks of which they had no knowledge and urged him to have his attorneys contact my attorneys and inform them of the status of settlement and why they had been excluded from settlement discussions.


Robert E. Roundtree

SUBSCRIBED AND SWORN TO BEFORE ME on the 27th day of March, 1980,
to certify which witness my hand and official seal.


Barbara Nicol

Notary Public in and for
Cameron County, Texas

My commission expires the 20th day of December, 1980.

* * ATTACHMENT C * *



M. L. Borchelt
Executive Vice President and
Chief Engineering Officer

February 15, 1980

Mr. Bob Roundtree
Public Utilities Board of Brownsville
P.O. Box 3270
Brownsville, Texas 78520

POOR ORIGINAL

Re: CPL/PUB Interconnection Contract
and Transmission Services Agreement

Dear Mr. Roundtree:

At our meeting in Dallas on February 1, 1980, you asked for an estimate of the rates which might apply during the term of the interconnection contract and a summary of CPL's position on this contract. Enclosed are the estimated rates based on 1979 actual costs, and budgeted additions to plant and your forecasted load and energy. Additionally, this letter summarizes the changes in the interconnection contract which CPL desires and the options which CPL would like to discuss with you at our meeting on February 19, 1980.

First, since PUB is now a member of TIS and STIS, it is no longer appropriate that the interconnection contract include emergency power provisions. Therefore, we propose to delete all references to emergency power from the interconnection contract.

Second, CPL projects that it will have surplus capacity, including the reserves for that capacity, in the amounts and at the times shown on the enclosed table. We are willing to reserve all or a part of this surplus, including reserves, for PUB, but only on a take or pay basis for the amount specified by you. As you know, we are negotiating with others for the sale of all or part of this surplus. Therefore, it is important that we receive your commitment promptly in order that we will know how much of this projected surplus will be available for others. We will not commit the surpluses shown in the enclosed table to anyone else, provided CPL and PUB are able to reach agreement on this contract by April 1, 1980.

Finally, in order to plan for fuel acquisitions and to design an appropriate rate structure, it will be necessary to define the amount of energy with PUB will take along with the associated power. The rates enclosed are based on the amount of energy which you have indicated to us will be taken. Monthly Rate "A" for



A Member of the Central and South West System

Central Power and Light
Corpus Christi, Texas

Public Service Company of Oklahoma
Tulsa, Oklahoma

Southwestern Electric Power
Shreveport, Louisiana

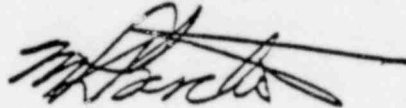
West Texas Utilities
Arlene, Texas

Page 2
Mr. Bob Roundtree
February 15, 1980

1980 and 1984 is based on your willingness to commit to taking that amount of energy. If you wish more flexibility in the amount of energy to be taken, Monthly Rate "B" could be employed. The degree of flexibility allowed in your capacity factor will necessarily be reflected in the rate design.

We are also enclosing calculations for hypothetical rate design for transmission services based on the TIS Positive Impact MVA-Mile approach. This differs from the LCRA contract which contains an Absolute Value Impact MW-Mile approach. It is otherwise similar to LCRA approach.

Yours very truly,



M. L. Borchelt

MLB:gb

Enclosure

cc: Durwood Chalker
A. E. Autry
R. L. Range
W. C. Price
C. A. Mast
T. J. Curlee
C. E. Orsak
R. B. Weston
W. N. Woosley
M. Manning
Mike Miller
B. J. Harris
J. C. Wells
Phil McConnell

POOR ORIGINAL

cc: J. Davidson
G. Spiegel
M. Sammons
R. Brannick
W. Mayben

CENTRAL POWER AND LIGHT COMPANY

FORECAST OF EXCESS CAPACITY WITH RESERVES
(BASED ON 15% TIS RESERVE CRITERIA)

	<u>1980</u>	<u>81</u>	<u>82</u>	<u>83</u>	<u>84</u>	<u>85</u>	<u>86</u>	<u>87</u>	<u>88</u>	<u>89</u>
(1) Firm Load & Standby	2504	2638	2865	2996	3140	3273	3437	3596	3765	3955
(2) Req'd Gen. to meet 15% Reserve (L.1 x 1.15)	2880	3034	3295	3445	3611	3764	3953	4135	4330	4548
(3) Generation Available	3504	3534	3534	3534	3849	3849	4164	4153	4345	4595
(4) Excess Gen. Above 15% (L.3. - L.2)	624	500	239	89	238	85	211	18	15	47
(5) Excess Gen. With Reserves (L4/1.15)	543	435	208	77	207	74	183	16	13	41

2-15-80

RATE ESTIMATE
CITY OF BROWNSVILLE
1980

Billed KW = 40,000 x 12 = 480,000

KWH Sold = 310,240,000

KWH Related Costs \$ 6,833,264

Revenue from Fuel Cost Adjustment* 7,623,037

Difference = 789,773

Revenue from Energy Charge @ \$0.003/KWH 930,720

Sub-total - Revenue from Energy Charge and Excess
from Fuel Cost Adjustment = 1,720,493

Capacity Related Costs = 3,080,697

Balance to be recovered by Demand Charge 1,360,204

Demand Charge (\$1,360,204 ÷ 480,000) = 2.83/KW

Customer Related Costs = 7,883

Customer Charge per Month 656.92

	<u>Monthly Rate A</u>	<u>Monthly Rate B</u>
Customer Charge	\$657.00	\$657.00
Demand Charge	\$ 2.83 per KW	\$ 4.69 per KW (including 620 KWH/KW)
Energy Charge	\$ 0.003 per KWH for 310,240,000 KWHs Plus Fuel Cost Adjustment	\$ 0.003 for each addi- tional KWH used Plus Fuel Cost Adjustment

*Based of present FERC approved method

2-15-80

RATE ESTIMATE
CITY OF BROWNSVILLE
1984

Billed KW = 70,000 x 12 = 840,000

KWH sold = 575,710,000

KWH Related Costs =	\$16,557,198
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Revenue from Fuel Cost Adjustment = *	17,501,584
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Difference =	944,386
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Revenue from Energy Charge @ \$0.003/KWH =	1,727,130,
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Sub-total - Revenue from Energy Charge and Excess from Fuel Cost Adjustment =	2,671,516
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Capacity Related Costs =	7,472,995
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Balance to be recovered by Demand Charge =	4,801,479
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Demand Charge (\$4,801,479 ÷ 840,000) =	5.72/KW
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Customer Related Costs. =	9,631
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Customer Charge Per Month	802.58
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	<u>Monthly Rate A</u>	<u>Monthly Rate B</u>
Customer Charge	\$802.50	\$802.50
Demand Charge	\$ 5.72 per KW	\$ 7.58 per KW (including 620 KWH/KW)
Energy Charge	\$ 0.003 per KWH for 575,710,000 KWHs Plus Fuel Cost Adjustment	\$ 0.003 for each additional KWH used Plus Fuel Cost Adjustment

*Based on present FERC approved method

2-15-80

ESTIMATED TRANSMISSION SERVICE
RATE FOR 1980

A. DEVELOPMENT OF CAPACITY RELATED TRANSMISSION USE COST (MVA-MI METHOD):

$$\text{FOR EACH VOLTAGE CLASS : } \frac{\text{Positive MVA-MI Impact}}{\text{Base MVA-MI} + \text{Positive MVA-MI Impact}} \left[(.2063) \text{ Deprec. P1.} + (.178) \text{ Non-Deprec. P1.} \right]$$

PMI = Positive MVA-MI Impact

$$69\text{KV : } \frac{\text{PMI}}{21,830 + \text{PMI}} \times (\$10,396,786) = 69\text{KV Annual Capacity Use Cost}$$

$$138\text{KV : } \frac{\text{PMI}}{102,647 + \text{PMI}} \times (\$16,515,372) = 138\text{KV Annual Capacity Use Cost}$$

$$345\text{KV : } \frac{\text{PMI}}{9,286 + \text{PMI}} \times (\$4,510,936) = 345\text{KV Annual Capacity Use Cost}$$

Total Annual Transmission Capacity
Use Cost

B. DEVELOPMENT OF ANNUAL TRANSMISSION O&M COST SHARE PRORATION:

$$\frac{\text{Total PMI}}{133,763 + \text{PMI}} \times (\$3,588,732) = \text{Total Annual Prorated O\&M Cost}$$

C. TOTAL ANNUAL TRANSMISSION SERVICE RATE:

$$A+B = \underline{\hspace{2cm}}$$

2/15/80

EXAMPLE

CPL TO WHEEL 50 MW FROM TU

MVA-MI Impact Based on 1980 Summer Peak Base Case

Positive MVA-MI Increases on CPL's Transmission System

69KV	-	2350
138KV	-	9456
345KV	-	<u>1208</u>
Total		13014 MVA-MI

A. CAPACITY COST DEVELOPMENT:

69KV	$\frac{2350}{21,830+2350}$	x	(\$10,396,786)	=	\$1,010,440
138KV	$\frac{9456}{102,647+9456}$	x	(\$16,515,372)	=	\$1,393,086
345KV	$\frac{1208}{9,286+1208}$	x	(\$4,510,936)	=	<u>\$ 519,269</u>

Total Annual Transmission Capacity
Use Cost

= \$2,922,795

= 5.40 / kw. mo

B. ANNUAL TRANSMISSION O&M COST PRORATION:

	$\frac{13014}{133,763+13014}$	x	(\$3,588,732)	=	\$ 318,195
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C. TOTAL ANNUAL TRANSMISSION SERVICE RATE:

\$2,922,795 + \$318,195 = \$3,240,990

2/15/80

CENTRAL POWER AND LIGHT CO.

TRANSMISSION PLANT ACCOUNTS

December 31, 1979

<u>VOLTAGE CLASS</u>	<u>TOTAL PLANT</u> (\\$)	<u>NON-DEPREC PLANT</u> (\\$)	<u>DEPREC PLANT</u> (\\$)
69KV	50,451,369	400,400	50,050,969
138KV	80,072,514	126,739	79,945,775
345KV	<u>21,883,984</u>	<u>131,798</u>	<u>21,752,186</u>
TOTALS	152,407,867	658,937	151,748,930
FIXED CHARGE RATE (%)		17.8	20.63
ANNUAL TRANSMISSION O&M EXPENSES AS OF DECEMBER 31, 1979			3,588,732

2/15/80

POOR ORIGINAL

Prepared By	Initials	Date
Approved By		

13-804 EYE-GLASS
13-804 20/20 BUFF
MAY 1979

Transmission Account
as of December 31, 1979

* NON-DEPRECIABLE 658 937.48

Line #	Transmission Plant	69KV	138KV	345KV	Total
350.1	Line Rights - Easements	342142030	389502911	227979319	95964260
350.2	Land in Fee - Under 138KV	40040041			40040041
350.3	Land in Fee - 138KV		12673880		12673880
350.5	Land in Fee - 345KV			15179827	15179827
352	Structures and Improvements	28749976	12278303	7219938	48248217
352.1	Structures and Improvements - Under 138KV	18851252			18851252
352.2	" " " - 138KV		33686821		33686821
352.4	" " " - 345KV			11851337	11851337
353	Station Equipment				
353.1	" " " - Under 138KV	3143688379			3143688379
353.2	" " " - 138KV		2811604246		2811604246
353.4	" " " - 345KV			208720353	208720353
353.5	Transformers in Reserve	4276745			4276745
353.6	" " " " "	47164002			47164002
353.7	" " " " "	2911600			2911600
353.8	" " " " "	47344446			47344446
354	Towers and Fixtures	52085429	412087743	545692836	1010666008
355	Poles and Fixtures	1404508938	1752619985	139077806	3296266729
356	Overhead Conductors and Services	1164695444	1853618103	463156584	3481470131
357	Underground Conduit	36062558			36062558
357.1	" " " - Under 138KV				
357.2	" " " 138KV		27489863		27489863
357.4	" " " 345KV				
358	Underground Conductors and Services	27372755			27372755
358.1	" " " - Under 138KV	11188017			11188017
358.2	" " " - 138KV		55822414		55822414
358.4	" " " - 345KV				
359	Rolls and Trails	66191633	206315		6825998
359.1	" " " - Under 138KV	445627			445627
359.2	" " " - 138KV		561603		561603
359.4	" " " - 345KV			144	
		5244136997	4002251428	2189310200	1644721225

UNITED STATES OF AMERICA
BEFORE THE
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY LICENSING BOARD

In the Matter of)	
)	
HOUSTON LIGHTING & POWER COMPANY,)	Docket Nos. 50-498A
et al.)	and 50-499A
)	
(South Texas Project, Unit Nos.)	
1 and 2))	
)	
)	
)	
In the Matter of)	
)	
TEXAS UTILITIES GENERATING COMPANY,)	Docket Nos. 50-445A
et al.)	and 50-446A
)	
(Comanche Peak Steam Electric)	
Station, Unit Nos. 1 and 2))	
)	

CERTIFICATE OF SERVICE

I hereby certify that I have caused copies of the foregoing
OPPOSITION BY BROWNSVILLE TO JOINT MOTION FOR EXTENSION OF
TIME AND REQUEST FOR PREHEARING CONFERENCE to be served on
the following by deposit in the United States mail, first
class, postage paid, this 3th day of April, 1980.

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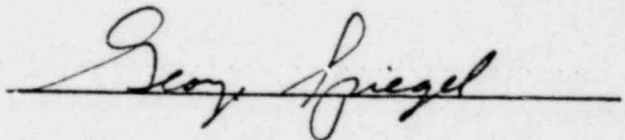
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A handwritten signature in cursive script, reading "George Spiegel", is written over a horizontal line.