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BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Application of Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy for approval of their 2027-2047 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan.	)))))	Docket No. 26-05007

NEVADA POWER COMPANY D/B/A NV ENERGY AND SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY'S PHASE II REPLY BRIEF

Nevada Power Company d/b/a NV Energy ("Nevada Power") and Sierra Pacific Power Company d/b/a NV Energy ("Sierra," and, together with Nevada Power, the "Companies") submit this reply legal brief pursuant to the directive of the Public Utilities Commission of Nevada (the "Commission") given at the hearing held on October 26, 2026, through October 29, 2026 (the "Phase II Hearing")

I. THE COMMISSION HAS THE AUTHORITY TO APPROVE THE FORM LARGE LOAD ELECTRIC SERVICE AGREEMENT ("LLESA") HERE.

Through this proceeding, the Companies seek approval of the form LLESA as a Commission-approved standard form contract for service.[1] Despite continued misplaced claims from interveners,[2] the Companies have not mandated the LLESAs at their discretion; they have proposed form terms that have been vetted by stakeholders over a months-long proceeding. It is for the Commission to decide upon the terms and protections proposed within the LLESA framework, as an interim measure or otherwise. It is well within the Commission's authority to do so in the context of this Integrated Resource Plan ("IRP") proceeding.

A. The LGS-3/GS-3 Tariffs Do Not Impose Limitations on the Terms of a Service Agreement.

The LLESAs do not change any schedule.[3] The LGS-3/GS-3 Tariffs *already permit a separate contract for service.* As Prologis notes, by seeking approval of the form LLESA, the Companies are not changing any tariff or schedule.[4] The Companies instead seek to utilize a provision *already included* in the tariff to incorporate additional protections for existing customers from the risks of unprecedented service requests from large-load customers. The rates and terms proposed in the form LLESA are not applicable to the public, nor any customer, unless and until, (1) an LLESA agreement is executed and (2) that executed agreement is approved by the Commission in a separate docket. Rates are not being set or changed in this proceeding. Rather, by approving the form LLESA, the Commission would be setting guidelines for the commitments needed from customers to secure the resources requested for approval in this IRP.

The LGS-3/GS-3 Tariffs do not condition the terms that a service contract may include. Neither state that charges or rate calculations cannot be part of the service contract that its plain language contemplates. Nor does a comparison to the requirements of the GS-4 service agreement restrict the categories of terms that a LGS-3/GS-3 contract for service may include.[5]

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[1] *See* Application at 4-5, 28; Prepared Supplemental Testimony of Janet Wells at 35, Q&A 32.
[2] *E.g.*, Tract Response Br. at 6 (incorrectly claiming NV Energy is "treating the LLESA as already approved"); Google Response Br. at 1 (incorrectly claiming that NV Energy "adopt[ed] a mandatory requirements that customers" sign an LLESA).
[3] *See also* NV Energy Response Br. at 2.
[4] Prologis Response Br. at 3-4.
[5] Tract Response Br. at 8.

If anything, the language of GS-4 demonstrates that service agreement *can* contain terms such as the minimum bills, security requirements, etc. that would be required under the LLESA framework. That a LGS-3/GS-3 service contract is not required to include these specific terms, as a GS-4 service contract is, does not mean that a LGS-3/GS-3 service contract cannot include them. LGS-3/GS-3 service contracts are constrained in that they must be approved by the Commission—as the Companies seek to do here—but there is no additional pre-condition on the terms the service agreements may include.

Nor do previous service agreements proposed by the Companies restrict the terms a contract for service may include.[6] Whether or not a prior service agreement approved by the Commission included additional customers charges does not dictate the customer-protections that the Companies can propose in the LLESA. Microsoft's leap that allowing charges as a part of a service contract would "effectively allow NV Energy to decide the rates that should apply to each customer"[7] is a distraction without merit: it is the Commission that approves and decides the terms of the LLESA, along with any other service contract.

Tract's attempt to distinguish between "special contracts" and "service contracts" also misses the point. Both must be approved by the Commission, as NV Energy seeks here. The ultimate inclusion of discrete, customer-specific terms, such as ramp schedule and service dates, do not transform the standard form into "special contracts."[8] Most contracts must by their nature include customer-specific information, that does not transform the arrangement into a "customer-by-customer negotiation."[9] The core provisions of the LLESA remain in each agreement—the minimum demand, minimum energy, termination, security, customer-specific generation charge and long-term energy rates include the same protections and are determined by the same calculations in each agreement. Rates are not being set by "private agreements;" a form is being reviewed for approval and standard application.

[6] Microsoft Response Br. at 3-4.
[7] *Id.* at 4.
[8] Tract Response Br. at 7.
[9] *Id.* at 7.

It is important to return to *why* NV Energy proposed a form agreement in this proceeding. Presenting the form agreement in the IRP allowed for the form to be vetted by the Commission and stakeholders within the context of real-life load forecasts and resource approval requests, and facilitated the Companies' inclusion in its Preferred Plan of significant resources to meet the current demands.[10] Enforceable commitments from customers are needed *now* to justify the significant financial obligations serving these customers will create and ensure those costs are not shifted to existing customers.

B. The LLESA Does Not "Retroactively" Alter Other Agreements.

EdgeCore and Redwood continue to claim that requiring an LLESA would change the terms of their service with NV Energy, which they incorrectly claim is governed by their existing Rule 9 Line Extension Agreements ("LEA").[11] The Companies have repeatedly demonstrated in this proceeding that an LEA is not a contract for service and does not govern the terms of energy service and supply.[12] EdgeCore's own witness admitted: "[redacted]."[13] Rule 9 agreements and energy supply agreements serve different functions.

C. The Customer Specific Generation Charge ("CSGC") Is Appropriately Included Within the LLESA Framework.

Collecting the CSGC as Contribution in Aid of Construction ("CIAC") benefits existing customers. Fleet's opposition to the CSGC as CIAC ignores the Companies' significant testimony on this topic.[14] The revenue received as CIAC through the CSGC will reduce the total amount of rate base included in a rate case ("GRC"), which provides a benefit for all existing customers by reducing the revenue included in a GRC.[15] Concerns regarding the potential for double recovery ignores the record and the reconciliation process proposed by the Companies.

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[10] Oct. 29, 2026, Hrg. Tr. at 186:22-189:8; Prepared Rebuttal Testimony of Shaw Elicegui at Sec. IV.
[11] Redwood Response Br. at 1-7; EdgeCore Response Br. at 7-9.
[12] *See e.g.*, Prepared Rebuttal Testimony of Shawn Elicegui at Sec. III; NV Energy Opening Br. at 3-7; NV Energy Response Br. at 6-10; *see also* NV Energy's Response to Reno Power NRI, LLC's Motion for Declaration by the Commission.
[13] Oct. 27, 2026, Hrg. Tr. at 30:21-22, Confidential Examination of Therese Kerfoot.
[14] Fleet Response Br. at 9.
[15] Prest Supplemental Rebuttal at 3-4, Q&A 5. Though Ms. Wells acknowledged that unanticipated BTGR collected between GRCs "would be revenue," she explained that the CSGC's application as CIAC works to "decreas[e] the revenue that the Compan[ies are] receiving associated with those resources." October 29 Hrg. Tr. at 161:25-162:9.

II. PLANNING FOR FULL RULE 9 CONTRACT LOADS, WITHOUT ADDITIONAL COMMITMENTS, WOULD TRANSFER RISK TO EXISTING CUSTOMERS.

The customer commitments contained in an LLESA provide significant protections that justify the planning and procurement of resources to serve the load addressed within the agreement. LEAs, on the other hand, do not contain customer commitments to pay the incremental costs that securing significant additional energy resources require. Tract's reference to the NAC 704.9281(2) requirement[16] undermines its point. An LEA insulates other customers from a Rule 9 applicant's transmission and distribution ("T&D"): an LEA is powerless to shield other customers from the generation/energy supply costs caused by a Rule 9 applicant. It is the LLESA's additional protections that make it an appropriate tool to determine actual customer commitments sufficient to justify the significant financial obligations that the Companies must make to procure resources to serve this load—$23 billion in power purchase agreements alone.[17]

Moreover, Tract argues that LEAs obligate the Companies to plan and procure resources for the full load ramps described within those agreements,[18] while simultaneously advocating that how those resources are paid for can be resolved in a future proceeding.[19] This is exactly the concern that the LLESA was developed to prevent: moving forward with energy supply resource commitments without corresponding large-load customer commitments risks leaving existing customers holding the bag. Large-load customers may abandon or downsize projects in the future for any number of reasons, the financial obligations associated with the energy supply resources acquired to serve them will come due whether or not their load materializes. General statements from interveners agreeing in concept to pay for the incremental costs are meaningless if they do not show up. Without the protections that the LLESA provides, and which the Commission can authorize here, there is no mechanism to ensure that incremental costs of serving large-load customers are not shifted to existing customers.[20]

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[16] Tract Response Br. at 2 (emphasis added).
[17] October 29, 2026 Hrg. Tr. at 188:19-24, 192:1-10.
[18] This statement is directly contradicted by Tract's testimony that the Companies should not seek approval to build to 100 percent of "executed Rule 9 load." October 16, 2026, Direct Testimony of Michael Gorman at 31.
[19] Tract Response Br. at 4-5.
[20] Once customer commitments are secured through LLESAs to support the resource approvals requested in this IRP, alternatives frameworks can be addressed in future proceedings. The Companies dispute WPA's assertion that

III. LARGE LOAD CUSTOMER OFFSITE DEMAND SIDE MANAGEMENT ("DSM") PILOT PROGRAM

The Commission should decline approval of Google's evolving Large Load Customer Offsite DSM concept at this time. The record does not establish a clear development pathway for the concept nor clarity regarding implementation details. Three DSM Collaborative meetings to briefly discuss a concept at such a high-level that there was nothing substantive to disagree with does not constitute agreement on a pilot design, implementation plan or governance plan. The Companies' rebuttal testimony addresses brand new components of proposed program design and governance procedures provided by Google for the first time in its September 22, 2026, testimony.[21] The Companies have not moved the goal posts or waited until late in this Docket to recommend the alternative Enhanced Tariff-on-Bill (TOB) Pilot. The Enhanced TOB Pilot approach is a positive and good faith direct response to the proposals and concerns expressed by the interveners in this Docket. The Companies spent a significant amount of time and effort to produce a much more concrete and viable development pathway to achieve mutual customer demand-side objectives while allowing additional stakeholder engagement and development of implementation and governance details that are missing in Google's high-level concept. Accordingly, the Commission should favor the development pathway offered in the Companies' Enhanced TOB Pilot as it seeks to transparently move forward the Companies' and interveners' DSM goals.

Dated this 18th day of November, 2026.

Respectfully submitted,

NEVADA POWER COMPANY and
SIERRA PACIFIC POWER COMPANY
d/b/a NV ENERGY

/s/ Roman Borisov
Roman Borisov

its proposed framework is "unopposed" or that it meets the vetting process described by Ms. Wells. WPA Response Br. at 2-3. Further, like Microsoft's RPT, WPA's Framework is voluntary therefore does nothing to ensure the enforceable commitments necessary to protect existing customers.

[21] September 22, 2026, Prepared Direct Testimony of Edward Burgess.

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing filing of **NEVADA POWER COMPANY D/B/A NV ENERGY AND SIERRA PACIFIC POWER COMPANY D/B/A/ NV ENERGY** in Docket No. 26-05007 upon the persons listed below by electronic mail:

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